आईआरईएल (इंडिया) लिमिटेड
IREL (India) Limited,
Formerly Indian Rare Earths Limited)

(भारत सरकार का उपक्रम)
(A Government of India Undertaking)
CIN: U15100MH1950GOI008187 Website:

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

SCHEDULE OF TENDER

Tender No.	**36-4017-R**
Item/ Job Description	**Construction of one battery of New Design Solid Waste Trench at OSCOM**
CPP Tender ID	**2026_IREL_295426_1**
Tendering Mode E-Procurement System of Central Procurement Portal	**Open Tender**
Date of Starting of e-Tender	**23 / 10 /2026 13:00 Hrs**
Date of starting of Online Pre-Bid Meeting	**NA**
Date of closing of Online Pre-Bid Meeting	**NA**
Estimated Value of Work	**Rs. 5,64,00,000 /- Inclusive of GST**
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	**06/ 11 /2026 13:00 Hrs**
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	**07/ 11 /2026 13:30 Hrs**
Date & time of opening of Part-II (i.e. Price Bid)	**Shall be informed Separately**
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	**Rs. 9,55,932 /- (This is a work contract tender & MSE exemption not applicable)**
Tender Document Cost(TDC)	**Rs. 1500 /- (In case bidders download the Tender document from the website then no need to pay TDC)**
Validity of Tender	**120 days from date of opening of Techno Commercial bid.**
Delivery/Completion Period	**Twelve (12) Months from date of commencement of work**
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII Annexure – IX Annexure – X	 **General Instruction to Bidders** **Pre Qualification Criteria** **General Conditions of Contract** **Special Conditions of Contract** **Technical Specification/Scope of work** **Techno commercial Terms and Response** **Bill of Quantity** **Undertaking** **Contract safety Management Policy** **Formats**

ANNEXURE-I

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

IREL(India)Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through **https://etenders.gov.in**

Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.
Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(India)Limited, OSCOM.

Bidders are requested to read the terms & conditions of this tender before submitting their bids.

1.0 Process of E-tender:

a) Contact person of Tendering Authority (IREL(India)Limited, OSCOM Unit)

Purpose	Name	Email id	Mobile No.
For Bid Technical Specification /Scope of work related Query	Shri Chandan Jha,CM-Tech.(Civil)	chandan.jha@irel.co.in	+91 97013 47087
For Consignment / Goods Transportation related Query	Shri. Satyendra Saw DM-Tech (Stores)	stores-os@irel.co.in, satyendra.kumar@irel.co.in	+91 9039665542
For Bid/ tender related query	Smt. Sweta Sinha, SMr-Tech (Purchase)	purchase1-os@irel.co.in sksinha@irel.co.in	+91 7978132875
	Shri. P Madhu Mohan Babu, DGM-Tech.(Commercial/Purchase) & I/c - Stores	pmadhumohanbabu@irel.co.in	+91 9969077484
For Payment/refund related Query	Shri. J. Nayak, GM (Finance)	finance-os@irel.co.in jnayak@irel.co.in	+91 9220310513

2.0 Bidders may please note that payment is to be made to IREL(India)Limited **separately** through RTGS / NEFT as per details given below:

Account Name : IREL(India)Limited
Name of the Bank : State Bank of India Branch,
Branch : Matikhalo IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : purchase1-os@irel.co.in

3.0 **Additional information for bidders:**

(i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL(India)Limited. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.

(ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

(iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

(iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://etenders.gov.in/eprocure

(v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

(vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**

At any time, prior to the last date for submission of tenders, IREL(India)Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(India)Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL(India)Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL(India)Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL(India)Limited shall not have any liability to bidders for any interruption or delay in access to the CPP portal irrespective of the cause. In such cases, the decision of IREL(India)Limited shall be binding on the bidders.

4.0 Earnest Money Deposit:

4.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the ~~supplies~~/ works ~~/ services/ consultancy~~ contracts and conclude a contract if entrusted to them on the basis of their tender.

4.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.

4.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.

4.4 EMD can also be remitted by way of NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086) as per the details given in para 2.0 above.

4.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial

bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

4.6 **Exemption from payment of EMD: (This Being work contract excluded from the purview of public procurement policy for MSEs.)**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. ~~MSE/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.~~

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL(India)Limited reserves the right to reject the tender.

4.7 The earnest money shall be dealt with as follows:

i) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL(India)Limited.

ii) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

4.8 **EMD is liable to be forfeited if:**

a. The tenderer indulges himself in any undesirable practice or malpractice.
b. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL(India)Limited.
c. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. IREL(India)Limited.
d. The successful tenderer does not deposit the security deposit within the stipulated period.
e. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

5.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

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

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

Note: If successful bidder did not remit SD within 14 days of receipt of order, Penalty of 10% per annum shall be levied for delayed remittance of security deposit.

5.2 **Exemption from payment of SD:**

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL(India)Limited.

5.3 **FORFEITURE OF SECURITY DEPOSIT**

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

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

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

(iii) If the Supplier/ contractor abandons the supply /order.

6.0 PRICE PREFERENCE CLAUSES : (This Being work contract excluded from the purview of public procurement policy for MSEs.)

6.1 ~~Benefits to Micro & Small Enterprises (MSE's) & Startup's:~~

~~The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:~~

~~(a) Issue of tender document free of cost~~

~~(b) Exemption from payment of Earnest Money Deposit~~

~~The MSE's / Startup are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India)Limited.~~

~~6.2 **Relaxation of Norm for Start up and MSE in Public Procurement:**~~

~~1. Subject to meeting of Quality and Technical specifications, as per policy no 1 (2)(1)2016-MA Dt 10.03.2016 IREL(India)Limited may consider allowing the participation of ''Start up''/ MSE companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.~~

~~2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.~~

~~3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups/MSE as per the GOI guidelines.~~

~~4. However, there may be circumstances like procurement of items/services related to public safety, health, Core Operation critical security operations and equipment, etc wherein IREL(India)Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.~~

~~5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.~~

~~**6.3 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**~~

~~In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under~~

~~a) We are a Micro / Small Enterprise, as on bid closing date of this tender.~~

~~b) We are a service provider for quoted services and valid documentary evidence for same is submitted.~~

~~c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.~~

~~d) We are a 'Start-up'' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.~~

~~e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.~~

~~Authorized Signatory~~

(With Company Seal & Signature)

6.5 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

The MSEs owned by SC/ST entrepreneurs shall mean:-

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL(India)Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

6.6 DPE instructions

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. Manoj Kumar Parida: +91 9348683085**, email:** manoj.parida@rxil.in
RXIL Relationship support manager Mr Bijay Das : +91 7008198572 **email:** bijay.das@rxil.in
IREL (India) Limited Nodal Officer Mr K.VRamakrishna: +918104997177 **email:** kvramakrishna@irel.co.in

7.0 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(India)Limited for rejection of his bid.

(ii) The bid shall be valid for a period as mentioned in the Schedule of Tender**.**

8.0 RIGHT TO REJECT THE TENDER:

(a) IREL(India)Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.

(b) IREL(India)Limited. 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. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL(India)Limited. The tenderers on their part shall accept such part offered by IREL(India)Limited. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/60:40/50:50 with the rates offered by the overall lowest bidder.

9.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

I. Correct Name, Address and GSTIN of the supplier / Recipient
II. Invoice should be raised as per the GSTIN format.
III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

10.0 INSPECTION OF SITE AND OTHER CONDITIONS:

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL(India)Limited and the Tenderer) binding on them:

(a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

(b) IREL(India)Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated

above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.

(c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

11.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

12.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(India)Limited have the right to forfeit the EMD 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.

13.0 RELATED PARTY:

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

14.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase1-os@irel.co.in

15.0 ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

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 undertaking.

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

Chairman & MD IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in	**Chief Vigilance Officer** IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in
or **Shri C V R Murty,** **GM & HEAD, OSCOM** IREL (India) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: head-ireo@irel.co.in	

We assure you those complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For IREL(India)Limited,

Sd/-
DGM-Technical(Commercial/Purchase)

16.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To
M/s IREL(India) Limited,
OSCOM, Matikhalo, Ganjam,761045

I/ We ..... am/are a Vendor/ Customer of IREL(India)Limited.

I/We agree and undertake:

(i) 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 company and its field Unit namely OSCOM at Orissa,

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

Signature:……..

Name:……

Address (with seal):……..

17. DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.
General Information		
A	Name of the organization participating in tender	
B	Name & Designation of the Contact person	
C	GSTIN No of the Organization	
D	Bank account details of the Organization	
E	Official correspondence Address	
F	Contact Details (Phone number & Email ID)	
G	MSME details of the Organization (if applicable)	
H	Vendor Code in case Bidder is registered with IREL(India)Limited, OSCOM	

Pre qualification Documents : Technical Competence – execution of similar works						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						

Pre qualification Documents : Financial Competence					
	Profit & Loss Account or Published Annual Account	2022-23	2023-24	2024-25	Documents uploaded
1	Turnover in Rs Income from operations				

Details of Other documents uploaded	
1	
2	

ANNEXURE-II

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

Sl. No.	PQ Requirement	Documents Required (As applicable)
1	**TECHNICAL COMPETENCY** 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 reckoned from the bid due date and meeting the value requirement as below Execution of one order for "similar works for a value each not less than of **Rs 3.82 Crores**" **OR** Execution of two orders for "similar works for a value each not less than of **Rs 2.38 Crores**" **OR** Execution of three orders for "similar works for a value each not less than of **Rs 1.91 Crores**" Definition of Similar Work(s): **Similar works means works involving construction of industrial shed / warehouse/ underground or over ground RCC liquid retaining structures / RCC bunkers/ RCC silo construction / construction of multi-storied RCC framed structure institutional/ hospital / hostel / residential buildings.** Intending Tenderer have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar works/ executed like Copy of Completion / Performance Certificate along with Work order(s) satisfying above PQ only.	Completion certificate indicating the details of the work order(s) along with copies of the work Order(s). OR Evidence in proof of the release of performance bank Guarantee(s) against the work order(s) executed along with copies of the work order(s). OR The bidder along with copies of the work order(s) may submit certificate(s) from practicing chartered accountants / cost accountants stating the payments received and works completed on submitted work orders.
2	**FINANCIAL CAPABILITY:** The Bidder should have a minimum average annual turnover of **Rs. 1.43 Crores** over the last three audited financial years (i.e., FY 2022-23, FY 2023-24, FY 2024-25).	Extracts from the audited balance sheet and Profit & Loss Account; and/or Certificate from practicing Chartered Accountant for FY 2022-23, FY 2023-24, FY 2024-25 is to be submitted.
3	**CONCURRENT COMMITMENT** The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being	The bidder is required to adhere to the concurrent commitment conditions as specified.

	executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason f or no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action. **Total of all balance value + estimated value of this tender should be less than Average financial turnover * 4**	

CONCURRENT COMMITMENT FORMAT:

Sl. no	Organization	Name of work	Value of contract	Value executed till last month	Balance value to be executed
1					
2					
3					
Total of all balance value					
Average financial turnover (last 3 financial years)					

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded along with the bid. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

EVALUATION BASIS FOR TENDER:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL(India)Limited, OSCOM.
- Evaluation shall be done on overall L-1 basis.
- Parties who have defaulted in execution of contracts in previous instances at IREL(India)Limited ,OSCOM shall not be considered.
- Offers from vendors defaulted to IREL (India) Limited, OSCOM during last one year will not be considered.
- Bidder submitting sub contracts PO/WO should submit tripartite agreement and labour license, failing which offer shall not be considered.
- Party submitting more than one technical bid will be disqualified.

- **Performance Competence**

  "IREL reserves the right to use in-house information for assessment of bidder's capability. Previous and present performance of contractors at IREL units shall be considered for evaluating the offers. In case of poor performance, the offer from such bidders shall not be evaluated".

- **Blacklisting:**

a) The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.

b) A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal.

- Bidders should upload sign & seal copy of **Annexure-VI** towards their acceptance to all T&C of the tender. Otherwise, it will be presumed that they have acceptance to all T&C and there is no deviation.

- **Mode of Bidding:**

i) Bidders are allowed to participate in the bidding process as a single entity only.

ii) IREL has adopted a 2 part bidding process (Collectively referred to as the "Bidding process") for selection of the bidder for award of the contract.

PART-I: **(Techno-Commercial bid)** will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.

PART-II : (Price bid) will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(India)Limited, OSCOM.

- **In case the Bids are not found as per the above structure/ If the Part-II is disclosed in Part-I, IREL shall have the right to declare the bid as non-responsive and the bid shall not be considered for further evaluation.**

ANNEXURE – III

GENERAL CONDITIONS OF CONTRACT (GCOC)

1.0 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 **ENGINEER-IN-CHARGE**:

The Engineer-in-charge shall represent and act on behalf of IREL at all times during the currency of the all notices, instructions, orders, certificates, approvals and all other

communications under this Contract shall be given by the Engineer-in-charge, except as herein otherwise provided.
The Engineer-in-charge shall have authority for
● General supervision, follow up of supply and direction of the Works
● Direction to stop the Works whenever such stoppage may be necessary to ensure the proper execution of the works
● To reject all Works and Materials which do not conform to the contract specifications. The Engineer-in-charge shall have no authority to relieve the CONTRACTOR of any of his duties or obligations under the contract nor except as expressly provided here-in-under or elsewhere in the Contract to order any work involving delay or any extra payment by IREL or to make any variation of or in the Works.

2.0 ASSIGNMENT AND SUB-LETTING:
2.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder (other than a charge in favour of the Contractor's Bankers of any money due or to become due under this Contract) without the prior written consent of Employer.
2.2 The Contractor shall not sub-let the whole or part of the Works except where otherwise provided by the Contract, and even then only with the prior written consent of the Employer and such Consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub- letting under this clause.
2.3 CONTRACTOR shall supervise and direct the work of all SUB-CONTRACTORS and shall be responsible for co-coordinating their work. If CONTRACTOR fails to correct, or commence to correct and execute the correction with due diligence of deficient or defective work performed by any SUB-CONTRACTOR within reasonable time (provided it doesn't materially impact safe operation of plant), after receipt by CONTRACTOR of a notice from EMPLOYER with respect thereto. EMPLOYER may (but shall not be obligated to), after seven days following receipt by CONTRACTOR of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient work at risk and cost of CONTRACTOR
2.4 CONTRACTOR shall require all SUB-CONTRACTORS to perform in accordance with the relevant requirements of the CONTRACT including FINAL PROPOSAL, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/SUBVENDORS and Manufacturers and all insurance policies relating to the PLANT or the WORK.
2.5 CONTRACTOR shall be solely responsible for paying each SUB-CONTRACTOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to the PLANT or the WORK.
2.6 CONTRACTOR shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment, materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.
2.7 EMPLOYER shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR.
3.0 **EXTENT OF CONTRACT:**
The Contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.

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

One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer and the Engineer's representative and by any other person authorised by the Engineer in writing.

4.3 FURTHER DRAWINGS AND INSTRUCTION:

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

5.0 CONTRACT AGREEMENT:

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

6.0 MODIFICATIONS IN CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when amendment to the CONTRACT is issued by the Employer. The modification or amendment of the CONTRACT for an adjustment in the CONTRACT PRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, shall be subject to mutual agreement.

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

7.0 USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

7.4 CONTRACTOR TO INFORM HIMSELF FULLY:

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

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

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

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

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

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

7.5 GENERAL INFORMATION:

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

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

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.

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

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.

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

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

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

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

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

7.7 PRIORITY OF CONTRACT DOCUMENTS:
Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :
1) The Contract Agreement;
2) The Letter of Acceptance;
3) The Instructions to Bidders(ITB);
4) Special Conditions of Contract (SCC);
5) General Conditions of Contract (GCC)
6) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS or described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

7.8 SPECIAL CONDITIONS OF CONTRACT:
Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

8.0 PATENT INFRINGEMENT:

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

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, is 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 INDEMNIFICATION FOR LIABILITIES:

9.1.1 CONTRACTOR INDEMNIFICATION FOR LIABILITIES:

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

(i) WORK, any EQUIPMENT

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

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

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

(v) Any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify IREL for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT except where the liability arises from an act or omission of CONTRACTOR or any SUBCONTRACTOR/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.

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

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

9.1.4 PAYMENT OF AMOUNTS UNDER THIS CLAUSE:

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

9.1.5 PERMITS AND CERTIFICATES:

CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold IREL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. IREL shall provide the necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.

9.1.6 MECHANICS LIEN:

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

10.0 WORK TO BE TO THE SATISFACTION OF ENGINEER:

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

11.0 PROGRAMME TO BE FURNISHED:

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

12.0 Contractors Superintendence:

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

13.0 CONTRACTOR'S EMPLOYEE:
The Contractor shall provide and employ on the Site in connection with execution and maintenance of the Works.
(a) Only such technical assistants and other staff as are skilled and experienced in their respective callings and such sub-agents, foreman and loading hands as are competent to give proper supervision to the work they are required to supervise and
(b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.
13.1 The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or incompetent or negligent in the proper performance of his duties or whose employment is other-wise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced without delay by a competent substitute approved by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.(a) PATENT RIGHTS & ROYALTIES:
The Contractor shall save harmless and indemnify the Employer from and against all claims and proceeding for or on account of infringement of any patent rights, designs trade-mark or name or other protected rights in respect of any Constructional plant, machine,

work or material used for or in connection with the Works or Temporary Works of any of them and from and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect thereof or in relation there to.
(b) Except where otherwise specified, the Contractor shall pay all tollage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or temporary Works or any of them.

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

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

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

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

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

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

30. SITE CLEARANCE ON COMPLETION OF WORK:
On the completion of the work all rubbish, debris, vats tanks, materials, and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavations filled up and the site handed over in a tidy and workman like condition and no final payment in settlement of the account for the said work shall be held to be due or shall be made to the Contractor, till such site clearance shall have been effected by him, and such clearance may be made by the Engineer, at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice in writing from the Engineer to that effect. If it becomes necessary for the Engineer to have the site cleared as indicated above at the

expense of the Contractor, the Employer shall under no circumstances, be held liable for any losses or damages to such of Contractor's property as may be on such site due to such removal there from which removal may be effected by means of public sale of such materials and property or in such way as seems fit and most convenient to the Engineer.

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

WORK MATERIAL AND PLANT

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

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

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

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

34. INSPECTION, TESTING AND EXPEDITING:
34.1 The EMPLOYER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the EMPLOYER requires and where they are to be conducted. The EMPLOYER shall notify the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by EMPLOYER’s representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.

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

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

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

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

35.1 EXAMINATION OF WORK BEFORE COVERING UP: No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is over, any such work or foundations is or are ready or about to be ready for examination and the Engineer's representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

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

36. REMOVAL OF IMPROPER WORK & MATERIALS:
The Engineer shall during the progress of the Works have power to order in writing from time to time: (
a) the removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the contract,
(b) the substitution of proper and suitable materials and
(c) the removal and proper re-execution (not withstanding any previous test there of or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

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

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

39. SUSPENSION LASTING MORE THAN 90 DAYS:
If the progress of the works or any part thereof is suspended on the written order of the Engineer for more than 90 days, the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part under Clause 62 thereof or where it affects the whole Works as an abandonment of the Contract by the Employer.

40. ISSUE OF OTHER MATERIALS FROM IREL STORES:
(i) Use of additional items: If the Engineer directs the use of additional items of IREL stores in the work, the Contractor is bound to comply with such directions. The recovery rate for such stores shall be fixed by the Engineer.

(ii) Recovery Rates:
In addition to the above, other materials from IREL stores can be supplied subject to availability if the Engineer is satisfied as to the necessity for such issues. Recovery rates for the materials so issued shall be IREL issue rates plus 12% plus GST as may be in force from time to time.

(iii) Handling Conveyance etc:
All handling, conveyance, etc. from place of issue to the worksite of the Contractor are to be borne by the Contractor and the rates quoted in the Tender Schedule cover these.

(iv) Proper accounting:
AII materials issued to the Contractor whether free of cost or on cost recoverable basis shall be properly accounted for. Any loss or damage to the stores issued by IREL will be debited to the Contractor at the IREL issue rates plus 20% plus GST as may be in force from time to time.

(vi) Excess/misuse:
Steel drawn in excess or misused will be charged at 100% overissue/recovery rates as stipulated in the contract.
(vii) Surplus stock: No claim will be entertained for non-supply or delay in supply of any or all the above stores.
(viii) Except Steel, materials issued to the Contractor on recovery basis shall not normally be taken back. In case of steel and materials issued free, the surplus stock will be taken back at the stipulated rates of issue, provided they are returned in good condition. In case of steel, rebate at full rates will be made only if the pieces are returned in length not less than 6M. Shorter pieces in the range of 4M to 6M length will be taken back @ 50% of the issue rates. The materials shall be returned at IREL stores and all expenses towards conveyance, handling, weighing, sorting, etc. shall be at Contractor's accounts. As regards to the conditions of the materials to be returned, the decision of the Engineer shall be final and binding on the Contractor. The norms prevalent for consumption in respect of Steel shall apply for calculating the consumption of these materials for recovery.

COMMENCEMENT TIME AND DELAYS

41. COMMENCEMENT OF WORK:
The Contractor shall commence the works on site within the period as mentioned in the contract and shall proceed with the same with due expedition and without delay.

42. WAY LEAVES ETC.:
The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the works, except when otherwise specifically agreed and provided for.

43. TIME FOR COMPLETION:
Subject to any requirement in the Contract as to completion of any portion of the works before completion of the whole of the works, it shall be completed within the time stated in the LOI/Award Letter/Agreement.

44. EXTENSION OF TIME FOR COMPLETION:
Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the contractor to an

extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer as not bound to take in to account any extra or additional work or other special circumstances unless the Contractor has within 14 days after such work has been commenced on such circumstances have arisen or as soon thereafter as is practicable, delivered to the Engineer's representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

44.1 TIME EXTENSION OF CONTRACT:
The CONTRACTOR shall promptly notify the ENGINEER-IN-CHARGE any event or conditions which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such situation.

44.2 If the Work is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect solely attributable to IREL or his employees, or by any other contractor utilised by the IREL or by FORCE MAJEURE conditions, the time of completion shall be extended by IREL (without levy of Mutually Agreed Damages) in writing for a reasonable period as may be mutually agreed upon, at the time of closure of contract. The CONTRACTOR shall, immediately on occurrence of such special circumstances but not later than 14 working days, bring to the knowledge of IREL through written application for any such delay as mentioned above.

44.3 IREL shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR.

45. NO NIGHT OR SUNDAY WORK:
Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognised as days of rest) or their locally recognised equivalent without the permission in writing of the Engineer's representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer's representative. Provided always that the provisions of this Clause shall not be applicable in the-case of any work which it is customary to carry out by rotary or double shifts

46. RATE OF PROGRESS:
The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by then if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

47. LIQUIDATED DAMGES FOR DELAYED EXECUTION OF CONTRACT:
Subject to Article -48, if the CONTRACTOR fails to deliver any or all of the GOODS or performance of the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

For repair works costing up to Rs. Ten lakhs (Rs 10,00,000/-) : One percent (1%) of the contract value per week subject to a maximum of ten percent (10%) of contract value

For all other works :
Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

47.1 EMPLOYER may deduct the amount so payable by CONTRACTOR, from any amount falling due to the CONTRACTOR or by recovery against the Performance Guarantee. Both CONTRACTOR and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.

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

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

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

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

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

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

relation to the Period of maintenance, the expression “the works” shall be construed accordingly.

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

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

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

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

52. ALTERATIONS, ADDITIONS AND OMISSIONS:

52.1 VARIATIONS
The Engineer shall make any variation from quality or quantity of the works or any part there of that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable he have power to order the Contractor to do and the Contractor shall do any of the following:
(a) increase or decrease the quantity of any works included in the contract.
(b) omit any such work
(c) change the character or quality or kind of any such work
(d) change the levels, lines position and dimensions of any part of works and
(e) execute additional work of any kind necessary for the completion of the works and no such variation in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

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

53.1 VALUATION OF VARIATIONS:

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

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

Provided also that no increase of the Contract Price under sub-clause (1) of this clause on variation of rate or price under sub-clause (2) of this clause shall be made unless as soon after that date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing.
(a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or.
(b) by the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

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

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

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

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

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

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

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

MEASUREMENT

56. QUANTITIES: The quantities set out in the Tender Schedule are the approximate estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligations under the Contract. Any item may be omitted or altered and no claim for compensation will be entertained on this account or for any variation however substantial it may be in the Tender Schedule.
57. WORKS TO BE MEASURED: The Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance with the contract. He shall when he requires any part or parts of the Works to be measured give notice to the Contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record drawings, the Engineer's representative shall prepare record drawing month by month of such work and the Contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such record drawings, with the Engineer's representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such record drawings they shall be taken to be correct. If after examination of such record drawings the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct unless the Contractor shall within 14 days of such examination lodge with the Engineer's representative for decision by the Engineer's notice in writing of the respects in which such record drawings are claimed by him to be incorrect. The Contractor shall be paid for the quantities resulting from measurement of the executed work.

58. MODE OF MEASUREMENT FOR CIVIL WORKS:
The mode of measurement shall be as per Indian Standard 1200 latest, subject to the following:
(a) In case the mode of measurement is not covered by the said Indian Standard for a particular item, the method of measurement shall be as per CPWD specifications for that item only.
(b) Wherever a particular mode of measurement is specified in the description of the item in the tender schedule/special conditions, the same shall only apply.
(c) In case of dispute regarding mode of measurement, the decision of the Engineer shall be final and binding on the Contractor.

59. PAYMENT FOR WORK DONE

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

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

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

59.1.5 FINAL PAYMENTS:
Based on the measurement of Work performed, the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be accompanied by:
A) A copy of the Completion Certificate issued by the Engineer.
B) No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.

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

59.1.6 SECURED ADVANCE: (Not Applicable)
75% payment against bills as Secured Advance on the cost of all non-perishable materials brought by the Contractor to Site for use in the Works (excluding chargeable materials issued by the Company) as assessed and approved by the Engineer may be paid, provided the materials confirm to the specifications of the contract an accepted by the Engineer. These materials shall be pledged by the Contractor to the Company. All the Secured Advance allowed will be deducted while making payment of any bill for the work done and a fresh Secured Advance on the materials remaining then at Site will be paid along with the same bill.

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

59.3 BILLS TO BE ON PRINTED FORMS:
The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer and the charges in the bills shall always be entered at the rates

specified in the tender in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates herein after provided for such work. Invoice must contain Contractor's GST Registration number, PAN, Bank detail of Contractor, GST Registration number of IREL Factory/ Office, HSN/SAC Code for service rendered

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

59.5 SET-OFF:
(a) Any sum of money due and payable to the Contractor (including security deposit returnable to him) may be appropriated/ retained/ withheld and/or set off by the Employer or Government against any claim of the Employer or Government or such other person or persons for the payment of a sum of money arising out of or under this contract or other contracts made by Contractor with the employer or Govt. or such other person or persons.
(b) The Employer will be at liberty to recoup any damage/loss suffered as a result of any action on the part of the Contractor.

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

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

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

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

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

60.0 APPROVAL BY MAINTENANCE CERTIFICATE:
No certificate other than the maintenance certificate referred to in clause 61 here of shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the due performance of the contract or any part here of or of

the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

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

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

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

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

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

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

63.3 LEGAL CONSTRUCTION: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the 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 **Chatrapur Dist: Ganjam** 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 ESIC numbers, make timely contribution towards ESI and PF in

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

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

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 whatso-ever, to fore-bear from doing such acts or fulfilling such obligations as are to be done or fulfilled by it here under until the CONTRACTOR on terms herein makes good the said breach;

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

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

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

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

65.4 EVENT OF DEFAULT:
Event of Default means the CONTRACTOR Event of Default or IREL Event of Default or both as the context may admit or require.

65.4.1 CONTRACTOR EVENT OF DEFAULT:
Any of the following events shall constitute an event of default by the **CONTRACTOR ("CONTRACTOR Event of Default");**
a. the CONTRACTOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Sub-clause 65.2 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing;
b. The CONTRACTOR fails to commence the Works ;
c. The CONTRACTOR fails to ensure that Works Completion Date of the Plant is achieved as per schedule mentioned in the contract/ agreement;

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

65.4.2 IREL EVENT OF DEFAULT:
The following events shall constitute events of default by IREL ("IREL Event of Default"), unless any such IREL Event of Default has occurred as a result of CONTRACTOR Event of Default or due to a Force Majeure Event:
a. IREL is in breach of the Contract and has failed to cure such breach within sixty (60) days of receipt of notice in that behalf from the CONTRACTOR;
b. IREL repudiates the Contract or otherwise evidences an intention not to be bound by this Contract;
c. Any representation made or warranties given by IREL under the Contract is found to be false or misleading.

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

65.6 TERMINATION DUE TO CONTRACTOR EVENT OF DEFAULT:
65.6.1 Without prejudice to any other right or remedy which IREL may have in respect thereof under the Contract, upon the occurrence of an CONTRACTOR Event of Default, IREL shall be entitled to terminate the Contract by issuing a Termination Notice (the "Termination Notice") to the CONTRACTOR, provided that before issuing the Termination Notice, IREL shall by a notice in writing inform the CONTRACTOR of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not resolved within a period of sixty (60) days from the date of the Preliminary Notice, IREL shall be entitled, to terminate the Contract by issuing the Termination Notice.
65.6.2 Upon termination of the Contract by notice of either Party to the other pursuant to Subclauses 65.5.1 b or 65.5.1 c hereof, the CONTRACTOR shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in

a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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

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

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

67.0 METHOD OF BLACKLISTING VENDORS:
67.1 Any failure by the vendor (CONTRACTOR) to supply/execute the contract as per order may result in blacklisting of vendor by the authority competent to conclude the contract. The blacklisted vendor shall not be considered for a minimum period of one year from the date of black listing.

67.2 Further, the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

67.3 Further, the vendor (CONTRACTOR) shall be banned from doing any business with IREL in case of :
a. If security considerations including question of loyalty to the state so warrant.
b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
c. If there is strong justification for believing that the proprietor or employee or representative of the CONTRACTOR has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

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

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 noncompliance 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:
i) Arrange to provide cool and wholesome drinking water at appointed place/places near work site. The container of water shall be in hygienic condition.
ii) Implement the Employees Provident Fund Scheme or Produce exemption certificate from Regional Provident Fund Commissioner if they are so exempted Otherwise, bills for the work will be released withholding 10% from such sums or as decided by the Management from time to time till such time they implement the scheme or produce exemption certificate from the Regional Provident Fund Commissioner. The Contractors are further required to indemnify Employer against any loss or damage, whatsoever, that may be suffered by Employer as a result of any claim. damage or penalties for any failure or non-compliance on their (Contractor's) part with the provisions of the aforesaid Act and Scheme framed thereunder.

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

70.0 RETURNS OF LABOUR:

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

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:
(a) it shall amount breach of rules and regulations regarding entry into a prohibited place by Contractors in case any entry passes issued on their demand are found to be misused by any unauthorised person (s).
(b) It shall also amount to breach of terms of the contract for which the employer reserves the right to terminate the contract at any stage at the risk and cost of the Contractor.
(c) Final payment would be made to the Contractor only after all the passes issued by the Security Department are surrendered to the Security Department for cancellation for which 'No Demand Certificate' should be obtained.
(d) In case of passes lost/ not surrendered for any reason an amount as fixed shall be levied as penalty before final payments are cleared or as amended from time to time. No Dues Certificate will not be issued unless all the statutory payments to contract labour including retrenchment benefits, gratuity etc. are paid and a copy of full and final payment Muster Roll duly witnessed by the nominee of employer is submitted to Welfare Dept. by the contractor The Contractor may be debarred in case he is found that he is not complying with the statutory provisions.

76.0 LIABILITY FOR ACCIDENTS AND DAMAGES:
76.1 The CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/ damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run. Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage

such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India: War, hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

76.2 The CONTRACTOR shall indemnify the IREL in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the IREL and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the IREL's instructions), material or workmanship, any breach of the CONTRACTOR's obligations.

77.0 SAFETY CLAUSES:
Before commencement of the work, the Contractor will give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the organisation rigorously and any deviation from this would make them liable for action.

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.

SHUTDOWNS
The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shutdowns/ clearance are taken before sending workers in such locations.

(c) WORK AT HEIGHT
Whenever work at height is involved Contractor should obtain passes to work at height for these persons who will be required to work at height from Safety & Training Deptt.

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

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

(f) PRECAUTIONS & SUPERVISION:
The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.

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

(h) OTHER ACTS RULES ETC.
Notwithstanding the above clauses, there is nothing in these conditions to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

(i) FAILURE TO OBSERVE SAFETY RULES:

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

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

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

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

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

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

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.
Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR.

CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

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

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

i) EMPLOYEES' STATE INSURANCE ACT:

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

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

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

iii) TRANSIT INSURANCE:

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

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

v) COMPREHENSIVE GENERAL LIABILITY INSURANCE:

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

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees' State Insurance Act.

c) The policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk

of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others' equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

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

79. General

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

79.2 LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS:

Losses or damages occurring to the EMPLOYER owing to the CONTRACTOR's failure to adhere to any of the instructions given by the EMPLOYER in connection with the contract execution shall be recoverable from the CONTRACTOR.

79.3 RECOVERY OF SUMS DUE:

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

79.4 PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER:

No sum paid on account by the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.

79.5 CUT-OFF DATES:

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

79.6 PARAGRAPH HEADING:

The paragraph heading in these conditions shall not affect the construction thereof

ANNEXURE – IV

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

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

2.0 TENDER RATES:

a. The rates quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any. The unit rates quoted in the bill of Quantities shall be firm throughout the period of Contract including extension of time, if any. The tender has also a provision to repeat/extend the work after successful completion of work.

b. If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un responsive

c. The unit rates shall be inclusive of all taxes, Levies and duties Levied by Central and state Governments and all other public and local authorities at the time of tender unless otherwise stated elsewhere. If at a later date, due to any Govt. notification, any additional/ new tax/duty is imposed, then the same shall be to the IREL(India)Limited's account and the same shall be reimbursed to successful bidder on actual basis on production of documentary evidence to be furnished by the Bidder. The base date for this purpose shall be the due date of submission of price bid/revised price bid, as the case may be. Any variation in the existing rates of taxes/ duties shall be absorbed by the Contractor. The Bidder shall pay and bear all liabilities in respect of statutory variations regarding all taxes, duties, levies etc. that may be imposed beyond the contractual completion date in case the delay is due to reasons not attributable to IREL(India)Limited.

d. The unit rates stated in the Bill of Quantities shall continue to be applicable for any variation in quantities stated therein even when the actual quantities are over and above that stated in the Bill of Quantities.

e. The unit rates in the Bill of Quantities shall also include cost of the following:

1. Transport of construction plant, personnel, etc. to site at the start of the work and their withdrawal on completion of work;
2. Storage of materials at site and hoisting and Lowering to all Levels;
3. Supplying, transporting to site, unloading, protecting and installing materials in accordance with the specifications;
4. Accommodation of the contractor's staff and labour;
5. Insurance of materials at the site, labour and the work as directed by the Engineer-in-charge.
6. Protection of all equipment and materials, etc.;
7. Necessary care and precaution against damage to equipment including that supplied by the purchaser
8. All wastages.
9. Workmen compensation policy
10. Minimum wages to workmen, retrenchment compensation, Notice pay, gratuity or bonus as applicable, PF contribution of all laborers engaged for the work
11. Medical fitness certificate for all workmen from a doctor with minimum qualification of MBBS

12. Police verification certificate from local police station for all workmen engaged for the work
13. Providing basic personal protection equipments such as safety helmets, safety shoes etc. to all workmen engaged for the work.
14. Besides above all other terms and conditions, all statutory compliances as mentioned in this tender having financial implications shall have to be considered while quoting unit rates in the Bill of Quantities.

3.0 DURATION OF THE CONTRACT:

T This CONTRACT shall remain valid for a period of **12 (Twelve) months** from the date of placement of Order. However, IREL (India) Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient/ unsatisfactory.
The contract shall commence within 15 days from the date of issue work order. Contractor has to confirm Order acceptance, payment of Security Deposit and signing of articles of agreement and all other requirements as per the contract terms within 15 days of issue Letter of Intent / work order. Any delay in commencement / completion of work shall attract Liquidated damages.

4.0 PAYMENT TERMS:

Our payment terms are "95% payment within 30 days on due certification of Bill/ running Account Bill by our Engineer-in-Charge. You shall submit to IREL account bill (also known as 'Running account Bill') showing the estimated contract value of the permanent work executed till the date of raising the bill accompanied by detailed measurements. You will be paid the amount admissible on the certificate of the engineer – in-charge the amount due to you on account of the estimated value of the permanent work executed at site, after deduction there from the amount already paid, the value of materials supplied by IREL (if any), Income-tax, works tax, or any other statutory dues as applicable.

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/defective work/supply made as retention money. The same will be refunded after three months from completion period on certification by EIC.

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

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

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

4.1 No Mobilization advance will be paid.
4.2 No Secured advance will be paid for the work.

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

5.0 LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF WORK:

For delays attributable to you, LD shall be levied @ Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value

IREL (India) Limited may deduct the amount so payable by you, from any amount falling due to you or by recovery against the Performance Guarantee. Both you and IREL agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the IREL would have suffered on account of delay/breach on the part of you and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the IREL in the matter of applicability of price reduction shall be final and binding.

6.0 SECURITY DEPOSIT :

The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to **Five (5)** per cent of total order value (excluding GST) towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 14 (Fourteen) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted.
The SD shall be returned after three months of completion of the contract on submission of no due clearance of job on certification by Engineer-in-charge.
The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted.
The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer

Note: If successful bidder did not remit SD within 14 days of receipt of order, Penalty of 10% per annum shall be levied for delayed remittance of security deposit.

Forfeitures, adjustments or deductions, if any, from time to time shall be recouped by you immediately"

FORFEITURE OF SECURITY DEPOSIT:

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

7.0 CONTRACTORS- FURNISHED INSURANCE:

INSURANCE COVER FOR WORKMEN:

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced before start of the work. All workers whose salary is more than Rs 21,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen. Contractor shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until completion of work or until such time thereafter as the contractor may consider appropriate the following insurances.

(a) **Workmen's Compensation Insurance (WCI)** : **Only if not covered under ESI (i.e If Salary more than Rs 21,000/-)**. This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the contractor's employees engaged in the works.

(b) Employer's Liability Insurance (ELI) The insurance shall cover the liability of the contractor as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the contractor's employees while engaged in the works.

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

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

08.0 SAFETY CLAUSE

You shall abide with all the safety regulations required to execute the instant work.
You shall comply with all applicable provisions of the safety regulations and other precautionary measures which are in effect at the site.
All work force employed by you within IREL premises shall be certified skilled work force as per MSDE/39/12/2022 AP dated: 12 sep 2022. You shall provide recognition of price learning (RPL) certificate / proficiency certificate for them workforce engaged by you.
You shall comply with all the instructions given by the EIC regarding safety precautions, protective measures and all other practices which in the opinion of the EIC might be hazardous.
The manpower deployed by the contractor shall undergo periodic training conducted at IREL(India)Limited on safety. The contractor shall at his own expense arrange for the safety provisions as appended to these conditions (Safety codes) or as required by the EIC in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and

provide necessary facilities as aforesaid, the EIC shall be entitled to do so and recover the cost from the Contractor

Fitness certificate of the manpower deployed by the contractor shall be submitted along with the qualification and experience certificates. The contractor shall abide by the prevailing laws on labour regarding Wages, leaves & holidays, ESI & PF.

You have to abide by the safety rules as applicable in IREL(India)Limited. In addition to that you shall also abide by the provision under the Mines Act 1952 and the rules framed there under while executing the job.

For all other instructions regarding Safety, Please refer to Contractor safety management policy appended with this tender.

9.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

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

10.0 GUARANTEE PERIOD:

The work has to be guaranteed against workmanship for a period of 12 months from the date of completion of the work. The failures occurred during guarantee period has to be repaired at free of charges.

ANNEXURE- V

TECHNICAL SPECIFICATION

Name of work: Construction of New solid waste trench at OSCOM

GENERAL

Specifications of materials and workmanship shall be as described in the Latest Central Public Works Department Specifications (CPWD Specifications) including amendments, unless otherwise specified. These CPWD Specifications shall be deemed to form part of thisContract. **The Contractor shall procure and maintain copies of the CPWD Specifications at site for reference.**

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.

The specifications given in BOQ shall be supplementary to the specifications contained in the CPWD specifications. Where at variance, these particular specifications shall take precedence over the provisions in the CPWD specifications.

Scope of Work:

1. Cement required for the work shall be under contractor's scope and all the rates for item involving cement as ingredient must be quoted inclusive of cost of cement. Only Ultra Tech, Ambuja, Ramco, ACC cement or any other cement confirming to IS:1489 (Part-I Fly ash based) shall be allowed to be used for work. Contractor has to produce relevant Test and batch certificate from cement manufacturers for the cement brought to site, if required by EIC. Only current batch of cement (at best two months old) shall be allowed to be used for work.
2. Supply of Reinforcement steel (only TATA/RINL/SAIL make HYSD steel confirming to IS:1786) to be used for work is under the scope of contractor and should be quoted accordingly.
3. Supply of structural steel (only TATA/RINL/SAIL make structural steel confirming to IS:2062) to be used for work is under the scope of contractor and should be quoted accordingly.
4. The security and safe custody of materials brought to site shall be responsibility of the contractor

TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

1.0 GENERAL

1.1 Specifications of materials and workmanship shall be as described in the Latest Central Public Works Department Specifications (CPWD Specifications) including amendments, unless otherwise specified. These CPWD Specifications shall be deemed to form part of this Contract. **You shall procure and maintain copies of the CPWD Specifications at site for reference.**

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.

The specifications given in BOQ shall be supplementary to the specifications contained in the CPWD Specifications. Where at variance, these particular Specifications shall take precedence over the provisions in the CPWD Specifications.

II TECHNICAL SPECIFICATION FOR FRP LINING

1.0 FRP lining

2.0 Scope of Work

2.1 The work involves supply of all material, labour, scaffolding, tools and implements, safety and personnel protective equipments along with surface preparation and application of FRP lining as mentioned below. You shall submit the test certificate of the materials used for application of FRP lining.

3.0 Specification:

a) Surface Preparation:

The RCC surface should be made free from Oil, dirt, crack, paints, grease, projections, etc. The surface should be cleaned by wire brush and to be chiseled to create undercuts on the concrete surface for strong bonding of FRP. All the surfaces, corners and projections are to be filled with isophthalic based fiberglass mat flexible putty.

b) Application of FRP:

Lay-ups / Intermediate layers

On the prepared surface, a primer coat of catalysed and accelerated isophthalic resin shall be applied. 2.0% to 2.2 % of Methyl Ethyl Ketone Peroxide(MEKP) and cobalt octate or napthanate shall be used with the resin. The primer coat shall be 600 GSM to 700 GSM.

Over this primer coat E grade Chopped Surface Mat (CSM) of 450 GSM (Min.) impregnated with isophthalic resin comprising of Glass/Resin ratio shall be in 1: 2.2 by weight. Each layer of such GSM Impregnated with resin shall be 0.9 ± 0.2 mm Thick. There will be three numbers of such layers applied consecutively.

c) Final Layer:

The final layer preferably be of Chopped surface tissue of 30 GSM impregnated with 600 GSM of catalyzed isophthalic resin to give smooth resin rich top surface.

d) Overall thickness:

The overall thickness of the FRP lining shall be 3.5 mm ±0.2 mm.

4.0 Standards:

Materials used shall be of tested quality as per BS 4994. Supply of the materials shall be along with the test certificate issued either from the manufacturer or from a Govt. registered test house.

5.0 Method of FRP Construction:

Hand layup or open contact molding may be adopted. The mold is first waxed and sprayed with gel coat. It then may be cured. In hand lay-up processing, fiberglass (typically E-glass) continuous strand mat and/or other fabrics such as woven roving are manually placed in the mould. Each ply is applied with Catalyzed resin (1000 to 1500 cps) and the resin is worked into the fiber with brushes and rollers to wet-out and compact the laminate and properly cured.

The generic laminate cross section below illustrates the definitions associated with the layers that make up laminates used for corrosive environments. It also correlates industry standard terminology used on the left with ASME and other layer definitions on the right. The mils of thickness represented are what have been typically specified in industry. The thicknesses range from minimums to commonly specified thicker laminate designs. Laminates are classified as to the type of fiberglass reinforcements used, where Type I is all random strand mat, Type II is a combination of random strand mat and woven roving and Type X involves filament winding. Glass content by weight is typically 10% for surface veils, 30% for Type I and 40% for Type II laminates and 50 to 80% for Type X laminates. Laminate inner surfaces are also referred to as a process side.

Generic FRP Laminate Cross Section

OUTER CORROSION BARRIER	**TOP COAT**	TOP COAT – 3 to 5 mils wax, felt or paint OUTER SURFACES – 5 to 10 mils veil EXTERIOR LAYERS- 0 to 473 mils Type 1
	OUTER SURFACE	
STRUCTURE	STRUCTURAL LAYERS	STRUCTURAL LAYERS – Type I, II or X
	INTERIOR LAYERS	INTERIOR LAYERS – 30 to 45 mils Type I
INNER CORROSION BARRIER	INNER SURFACE	INNER SURFACE – 10 mils veil

6.0 FRP Material

FRP material used shall be the following (or any other superior material which shall be quoted separately) unless otherwise mentioned specifically as different.

1.	Resin	Isophthalic Resin
2.	Chopped Strand Mat	Glass E Type, 450 gm/m2 (min.)
3.	Woven roving	Glass E Type, 610 gm/m2
4.	Surface Mat	Glass E Type, 30 gm/m2 (Min.)
5.	Hardner	Methyl Ethyl Ketone Peroxide (50% peroxide content)
6.	Accelerator	20% cobalt naphthanate/ octoate

The glass fibre shall be of M/s Owens Corning make and the resin used shall be of M/s Ashland/Ruia Chemical/ Rivex Plasticisers make only. The manufacturers material test certificate for glass fibre and Resin supplied are to be submitted along with the supply of materials.

Scope of work

Name of work: Construction of New solid waste trench at OSCOM

The scope of work includes construction of new solid waste trench for storage having total capacity of 3000 Cum. The duration of contract is 12 (Twelve) months.

GENERAL

Specifications of materials and workmanship shall be as described in the Latest Central Public Works Department Specifications (CPWD Specifications) including amendments, unless otherwise specified. These CPWD Specifications shall be deemed to form part of thisContract. **The Contractor shall procure and maintain copies of the CPWD Specifications at site for reference.**

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.

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1. Cement required for the work shall be under contractor's scope and all the rates for item involving cement as ingredient must be quoted inclusive of cost of cement. Only Ultra Tech, Ambuja, Ramco, ACC cement or any other cement confirming to IS:1489 (Part-I Fly ash based) shall be allowed to be used for work. Contractor has to produce relevant Test and batch certificate from cement manufacturers for the cement brought to site, if required by EIC. Only current batch of cement (at best two months old) shall be allowed to be used for work.
2. Supply of Reinforcement steel (only TATA/RINL/SAIL make HYSD steel confirming to IS:1786) to be used for work is under the scope of contractor and should be quoted accordingly.
3. Supply of structural steel (only TATA/RINL/SAIL make structural steel confirming to IS:2062) to be used for work is under the scope of contractor and should be quoted accordingly.
4. The security and safe custody of materials brought to site shall be responsibility of the contractor

TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

1.0 GENERAL

1.1 Specifications of materials and workmanship shall be as described in the Latest Central Public Works Department Specifications (CPWD Specifications) including amendments, unless otherwise specified. These CPWD Specifications shall be deemed to form part of this Contract. **You shall procure and maintain copies of the CPWD Specifications at site for reference.**

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II TECHNICAL SPECIFICATION FOR FRP LINING

1.0 FRP lining

2.0 Scope of Work

2.1 The work involves supply of all material, labour, scaffolding, tools and implements, safety and personnel protective equipments along with surface preparation and application of FRP lining as mentioned below. You shall submit the test certificate of the materials used for application of FRP lining.

3.0 Specification:

a) Surface Preparation:

The RCC surface should be made free from Oil, dirt, crack, paints, grease, projections, etc. The surface should be cleaned by wire brush and to be chiseled to create undercuts on the concrete surface for strong bonding of FRP. All the surfaces, corners and projections are to be filled with isophthalic based fiberglass mat flexible putty.

b) Application of FRP:

Lay-ups / Intermediate layers

On the prepared surface, a primer coat of catalysed and accelerated isophthalic resin shall be applied. 2.0% to 2.2 % of Methyl Ethyl Ketone Peroxide(MEKP) and cobalt octate or napthanate shall be used with the resin. The primer coat shall be 600 GSM to 700 GSM.

Over this primer coat E grade Chopped Surface Mat (CSM) of 450 GSM (Min.) impregnated with isophthalic resin comprising of Glass/Resin ratio shall be in 1: 2.2 by weight. Each layer of such GSM Impregnated with resin shall be 0.9 ± 0.2 mm Thick. There will be three numbers of such layers applied consecutively.

c) Final Layer:

The final layer preferably be of Chopped surface tissue of 30 GSM impregnated with 600 GSM of catalyzed isophthalic resin to give smooth resin rich top surface.

d) Overall thickness:

The overall thickness of the FRP lining shall be 3.5 mm ±0.2 mm.

4.0 Standards:

Materials used shall be of tested quality as per BS 4994. Supply of the materials shall be along with the test certificate issued either from the manufacturer or from a Govt. registered test house.

5.0 Method of FRP Construction:

Hand layup or open contact molding may be adopted. The mold is first waxed and sprayed with gel coat. It then may be cured. In hand lay-up processing, fiberglass (typically E-glass) continuous strand mat and/or other fabrics such as woven roving are manually placed in the mould. Each ply is applied with Catalyzed resin (1000 to 1500 cps) and the resin is worked into the fiber with brushes and rollers to wet-out and compact the laminate and properly cured.

The generic laminate cross section below illustrates the definitions associated with the layers that make up laminates used for corrosive environments. It also correlates industry standard terminology used on the left with ASME and other layer definitions on the right. The mils of thickness represented are what have been typically specified in industry. The thicknesses range from minimums to commonly specified thicker laminate designs. Laminates are classified as to the type of fiberglass reinforcements used, where Type I is all random strand mat, Type II is a combination of random strand mat and woven roving and Type X involves filament winding. Glass content by weight is typically 10% for surface veils, 30% for Type I and 40% for Type II laminates and 50 to 80% for Type X laminates. Laminate inner surfaces are also referred to as a process side.

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	INTERIOR LAYERS	INTERIOR LAYERS – 30 to 45 mils Type I
INNER CORROSION BARRIER	INNER SURFACE	INNER SURFACE – 10 mils veil

6.0 FRP Material

FRP material used shall be the following (or any other superior material which shall be quoted separately) unless otherwise mentioned specifically as different.

1.	Resin	Isophthalic Resin
2.	Chopped Strand Mat	Glass E Type, 450 gm/m2 (min.)
3.	Woven roving	Glass E Type, 610 gm/m2
4.	Surface Mat	Glass E Type, 30 gm/m2 (Min.)
5.	Hardner	Methyl Ethyl Ketone Peroxide (50% peroxide content)
6.	Accelerator	20% cobalt naphthanate/ octoate

The glass fibre shall be of M/s Owens Corning make and the resin used shall be of M/s Ashland/Ruia Chemical/ Rivex Plasticisers make only. The manufacturers material test certificate for glass fibre and Resin supplied are to be submitted along with the supply of materials.

ANNEXURE – VI

TECHNO- COMMERCIAL TERMS FOR RESPONSE BY THE PARTICIPATING BIDDERS:

Sl No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	**AGREE**
2	Bidder agrees (i) 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 company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.	**AGREE**
3.	Bidder agrees that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of 3 years from participation in any future bids of IREL(India) Ltd.	**AGREE**
4.	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	**AGREE**
5.	Bidder agrees to Special Conditions of Contract	**AGREE**
6.	Bidder agrees to upload details of bid security documents (if applicable) paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	**AGREE**
7.	Bidder agrees to submit the signed scanned copy of the Undertaking and Organizational details as requested in General Instruction **(Annexure – I points 16 & 17 and Annexure -VIII)**	**AGREE**
8.	**This being a work contract EMD is not exempted, bidder shall agree for submission of EMD before bid opening due date. And detail of EMD is to be attached with the tender.**	**AGREE**
9.	**Contact details Name of the organization participating in tender Name & Designation of the Contact person Phone no Email address.**	**Remarks**

BILL OF QUANTITY

Sl. No	Description of item	Unit	Qty	Unit rate in (Rs.) Excl. Tax(B)	Total Amount (Rs.) without tax (A*B)
1	Excavation in foundations & trenches in all types of soil except rock in both dry and wet conditions including shoring and shuttering wherever necessary, de-watering subsoil and rain water to keep the excavation dry, leveling and dressing the bottom of excavation to correct level and slope, ramming the surface by rammers to the satisfaction of E.I.C and removing surplus excavated materials up to a lead of 200 Mtrs. to plinth and other areas of fill, stripping the fill area of all vegetations etc. and backfilling the trench with excavated earth in 200mm layers including breaking lumps, watering, proper ramming, compacting and dressing the top surface to correct level and grade as directed by E.I.C. all materials and labour complete (Measurement for excavation will be taken for size of the trench including clay barrier only) a) Up-to 9 mtr. Depth from finished ground level.	cum	9000		
2	Supplying and placing in position P.C.C machine mixed mechanically vibrated concrete of Grade 1:4:8 as defined by IS:456 with 40mm downgraded stone aggregate at and at all heights above and up to 9 mtr. depth below plinth level as specified or as directed by the Engineer-in-charge including watering curing etc. All material, labour etc. complete.	cum	120		
3	Supplying and placing in position machine mixed and mechanically vibrated design mix RCC of grade M-40 with minimum cement content of 390 kg/cum using 20 mm & downgraded stone aggregate including cost of watering, curing, consolidation, mixing etc. but excluding cost of all shuttering & reinforcement at and at all heights above and depth below plinth level in foundation footing, columns, base slab, wall and beams, roof slab etc. complete in all respects in line and level as indicated in the drawing or as directed by E.I.C. including all labour, material, T&P etc. complete	cum	1500		
4	Supplying, providing, straightening, decoiling wherever necessary, cutting, bending, binding with approved 18 gauge GI Binding wires and placing in position all reinforcement (confirming to IS:1786) at and at all heights and 9 mtr. depth below plinth level including fixing of cover blocks, scaffolding, all conveyance, labour, T&P etc. complete including the cost of reinforcement steel. (HYSD steel confirming to IS: 1786 will be used at site.	kg	200000		

5	Centering and shuttering including strutting, propping, de-shuttering etc. and removal of form work: **Foundations, footings, columns, Pillars, etc.**	sqm	135		
6	Centering and shuttering including strutting, propping, de-shuttering etc. and removal of form work: **Walls (any thickness) including attached pilasters, buttresses etc**	sqm	2160		
7	Extra height shuttering: Extra for additional height in centering , shuttering and deshuttering for every 1 m height above 3.5 m from top of the deck slab of the trench (total plan area of deck slab to be measured)	sqm	1900		
8	Supplying , providing and laying PVC water stopper 150 mm wide , 6 mm thick at construction joints, fixing properly, jointing with approved bonding compound including cost, conveyance of materials, labour etc. complete as directed by EIC.	mtr	650		
9	Supplying, providing and filling in areas such as sides and bottom of trenches as per drawing with good earth having following specification(sample got approved by the company) including transportation loading, unloading, lead screening, leveling, ramming each layer using power rollers to correct lines and levels compacted at optimum moisture content to receive foundation safely etc. side packing wherever required, consolidating in layers of 200mm thick suitably etc. complete. Inclusive of cost of OMC test, all as directed by E.I.C Specification of earth : 1)Should be free from any aggregates, stones etc. 2)Clay-----30-40% 3)Moisture----maximum 10% 4)Sio2--------Minimum 55% 5)H2CO3----Minimum 0.1	cum	4100		
10	Supply, surface preparation and application of FRP Lining on concrete structure (The works will be executed as per specification mention in the tender document)	sqm	2200		
11	Supplying, providing and sealing with tar plastic at junction of RCC & PCC 100 mm thick, 100 mm wide using approved quality, to make surface leak proof including cost,conveyance, labour etc. complete.	mtr	130		
12	Supplying and fixing HDPE pipe 125 O/D 4 Kg/Sqcm as per drawing, horizontal (perforated) and vertical (perforated) lengths, jointing, fixing them at already excavated level/dewatering level of trench, clearing the bottom level of pipe, leveling the sides along with refilling of excavated earth of trench done under relevant item (2) stated above etc. all required for testing underground water.	mtr	185		
13	Supplying and fixing HDPE pipe 63mm dia 4 kg/sqcm horizontal & vertical as per drawing in the RCC structures for inspection and removal of water ,if any	mtr	18		

14	Supplying, providing cement based box type water proofing treatment consisting of water proofing layer over plain cement concrete bedding with rough Shahabad stones of 25/20mm average thickness and size nearest to 550mm X 550 mm with joints between stone slabs neatly pointed in concrete bedding with rough C.M 1:3 mixed with standard water proofing compound confirming to IS:2645 as per manufacture's recommended proportion and continuing the treatment covering vertical faces of raft slab, horizontal projection of raft slab and vertical external faces of RCC trench up to 300mm above ground level including all labour, materials, T&P etc.complete. The total thickness of Water proofing treatment shall be 75mm for floor(Ist layer consisting of 25mm thick cement concrete base in 1:2:4 proportion with 12mm down aggregates mixed with water proofing compound,2nd layer consisting of 25-30mm. thick cement mortar base in C.M 1:3 mixed with water proofing compound and fixing Shahabad stones of 20-25mm thick overit.) For vertical faces total thickness of water proofing treatment shall be 35- 40mm (providing cement mortar base mixed with standard water proofing compound of 15mm thick over the vertical faces and fixing Shahabad stones of 20-25mm thick over it).The water proofing compound shall confirm to IS:2645 and should be mixed with cement as per manufacture's recommended proportion for water proofing treatment of both floor and wall. (Note: The waterproofing treatment is to be guaranteed for bon dry condition for a period of 10 Years. The measurement for payment shall be as per actual area covered by the treatment.	sqm	1900		
15	Supply, fabrication and erection of Structural steel (Confirming to IS:2062) single/ built up sections such as MS beams, angles , channels , tees, flats, RSJs ,rods, pipes and plates for columns, gable beams, purlins, bracings, ties, plates, shutters, trusses, louvers, portal frames, bracings, gabble runners, mono rails, weld mesh fabric, etc. with fixtures such as end stop , clamps, bolts and nuts etc. including charges for cutting splicing, drilling holes as required ,fixing to lines and levels including cutting, welding, supply & erecting with necessary MS bolts and nuts including hire for plants and equipments, cost of materials, taxes and labour charges, proper scaffolding, safety appliances etc. and painting the exposed surface with one coat of Micaceous Iron oxide- (DFT-70-90 micron) and one coat of chlorinated rubber finish paint (DFT 35 microns) over two coats of chlororubber based zinc phosphate primer (DFT 35micron each) of approved quality and colour etc. complete. as directed by Engineer-in- Charge	kg	33000		

16	Earth leveling by cutting / filling at all depths using earth moving equipment in all classes of soil for site leveling including conveying the cut soil to places pointed out within the project site with maximum lead of 3Km for filling of low lying areas etc. complete as directed by the EIC (Payment will be given only for earthwork excavation based on initial and final levels as cerified by EIC; Transportation and filling of low lying areas will not be paid seperately)	Cum	4000		
17	Supplying, laying & fixing in position fiber cement based non asbestos corrugated colour roof sheet confirming to IS:14871 at all heights as directed on roof monitors, side cladding including scaffolding, supplying & fixing roof fasteners like galvanized and polymer coated J/L/U hook and bolts of 8.5mm dia. with polycap thrust washer, seal washer or bolts and nuts 8mm dia G.I plain and bitumen washers or with self drilling fastener and EPDM washers etc. as per details / as directed by EIC, including the cost of non asbestos sheets, etc. using of approved safety appliances as required for carrying out the new works, labour, all materials, T&P, etc. complete.	sqm	900		
18	Supplying, providing, placing and fixing on roof after straightening, cutting, sizing, drilling of suitable holes and fixing G.I Flats/wind ties (40mm*6mm) over non asbestos sheets at all heights and levels with necessary scaffolding, including using of approved safety appliance as required for carrying out works at height , labour, all materials T&P etc. complete	Rm	700		
19	Providing and fixing close fitting fiber cement based ridges in roofing with suitable fixing accessories or self drilling fasteners and EPDM washers etc,. Complete as per direction of Engineer-in-Charge	Rm	43		
20	Providing and fixing fiber cement based barge boards/corner pieces in all colours with polymer coated J or L hooks, bolts and nuts and or GI seam bolts and nuts, GI plain and bitumen washers or with self drilling fasteners and EPDM washers etc. complete as per direction of Engineer-in-Charge.	Rm	116		
				Grand total Excluding GST (C)	
				Applicable GST(%)	

- **Party should be clearly mentioned applicable GST% in techno commercial offer. Total order value will be quoted rate plus applicable GST% i.e. (C+ applicable GST %).**
- **Evaluation shall be done on overall L-1 basis.(Exclusive of GST)**
- **In case a tie exist between two bidders on quoted price preference will be given to bidder**
  1. Who is a MSE.
  2. Odisha Bidder
  3. Bidder who has done same Maintenance works earlier for IREL.
  4. Bidders who have done similar work for IREL.

ANNEXURE-VIII

UNDERTAKING

Subject: Construction of one battery of New Design Solid Waste Trench at OSCOM

Tender Reference No. 36-4017-Capex

I have read all the tender conditions including the GCOC, SCOC and Corrigendum, if any of the tender. I hereby confirm acceptance and compliance of all the conditions including GCOC, SCOC and Corrigendum, If any. I also confirm that all the product(s) offered is/are fully compliant with the specifications asked for in the tender, including the additional specification parameters incorporated in the tender.

Sign and Seal.

SAFETY CODE
Contractor Safety Management Policy

1. SCOPE:

This policy is applicable to all the contractors and their employees working at IREL (India) Limited, OSCOM, Matikhalo. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations laid down by the Govt. of India, Govt. of Odisha, various statutory authorities and the prevailing IREL Safety policy. This is to further reinforce the prevailing practices to best safety practices at work site and for protecting the workmen from occupational health hazard and improving their safety and health status.

2. REFERENCE:

This document should be read in conjunction with the following:
- General Conditions of contract (GCOC)
- Special Conditions of Contract (SCOC)
- Job specifications

3. SAFETY REQUIREMENTS FOR CONTRACTORS:

Human lives are valuable. It cannot be paid off with any compensation. Particularly in industrial pretext, we are losing number of lives every year due to the accidents faced by the people. In most of the cases contractual labors are the majority of victim owing to their ignorance/ being unaware of safety rules, regulations at work site.

Emphasis has been given in 10th National Conference on Safety in Mines held on 26th and 27th November 2007 at New Delhi, 11th National Conference on Safety in Mines held on 4th and 5th July 2013 followed by 12th National Conference on Safety in Mines held on 28th and 29th January 2020 on **Contractor work vis-à-vis Safety**. It is clearly delineated the responsibility of prime employer, contractors and the employee.

Before participating in any contract, the contractor shall have to assess himself that, he has adequate knowledge and experience in the work asked for. He is familiar with the relevant parts of the statute, health and safety management system, maintaining various records under Mines Act 1952, Factories act 1948, Contract Labor (Regulation and Abolition) Act 1970, EPF and MP Act 1952, ESI Act 1948 and other applicable Act and Rules.

4. Contractor's Responsibility:

a) Prepare written Safe Operating Procedure (SOP) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The contractor shall visit the work spot and discuss with the EIC and prepare the Site Specific Safety Plan (SSSP).
b) Provide a copy of the SOP to the person designated for the work i.e. EIC / OIC who shall be supervising the contractor's work.
c) Keep an up to date SOP and provide a copy of changes to a person designated for the work i.e. EIC / OIC.
d) Ensure that all work is carried out in accordance with the statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
e) For work of a specified scope/nature, develop and provide to the EIC / OIC a site specific code of practice.
f) Any of the inspections that are performed by a contractor shall be stored in hard copy on site. These will be made available upon request from the EIC/OIC or IREL safety incharge.
g) The Contractor shall perform daily safety inspections on the job site. Any deficiencies shall be corrected as soon as possible or protected until corrections can be performed.
h) The weekly inspection report must describe any safety deficiencies and also identify a corrective action plan for any hazards identified in the report.
i) The weekly inspection report shall be available for review by the EIC/OIC upon request.
j) In the event that a hazard cannot be immediately and completely remedied, the Contractor must provide a means of protecting all personnel from exposure to the hazard until it can be corrected or otherwise immediately cease work in the affected area or cease the activity causing the hazard.by informing EIC.
k) All persons deployed by the contractor for working must undergo vocational training, initial medical examination, PME. The ID cards to be issued shall state the name of the Workmen, Name of the contractor, Blood group of the workmen and the work & its validity period indicating status of VT and IME. Height pass ID shall be separately colored. For all the contracts, the contractual workers to be

deployed in the mine or plant must undergo six days vocational training unless and otherwise relaxed in this regard.

l) Every person deployed by the contractor must wear safety gadgets to be provided by the Contractor while working at the allotted area. If contractor is unable to provide, IREL shall provide the same on chargeable basis calculated @ 125% of the cost of the safety gadgets to be deducted from the Bills of the Contractor.

m) The contractors engaged (for execution of works in mining and other associated works) shall submit to DGMS returns indicating- Name of his firm, Registration Number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT certificate, how many work persons under gone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (10^{th} of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

n) Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers/ Supervisors appointed, shall be dedicated and responsible only for safety. They should not be given any other responsibility.

o) The contractor shall provide safety data upon request during course of the contract. The safety data shall include:
   - Cumulative hours worked
   - Number of recordable injuries/illnesses
   - Number of lost time injuries/illnesses
   - Inspection information
   - If these values are more than zero, please include a brief statement on each individual instance and the outcome of it.

5. Appointment of Competent Person:

The Contractor must appoint a Safety Officer/ Supervisors/ stewards to ensure the provision of safe practices are followed at work place and the persons employed by contractors are following the safety rules, regulations and gadgets strictly.

The scale of appointment of Safety officers/ Supervisors/stewards is given below based on the persons engaged by him

No. of employees < 30	**One supervisor**
No. of employees : 30 – 100	**One safety officer plus Two supervisors**
No. of employees : 101 – 250	**Two safety officer and three supervisors**

The basic qualification of Supervisors and Safety Officers:

For Supervisor- Graduate in Science or Diploma in Mechanical/ Electrical/ Mining/ Civil with minimum two years industrial exposure.

For Safety Officer – Graduate in Engineering with post diploma/post graduate in Industrial safety or Diploma in Mechanical/Electrical/Mining/Civil with **minimum three** years of experience in industry and basic knowledge in Industrial Safety.

6. Duties and Responsibility of Safety Officers/Supervisors

a) All safety officers/ supervisors engaged by contractors shall ensure that, all the persons working under them are following and practicing the rules, regulation issued by the IREL and statutory authority from time to time.

b) All the persons working under them are using the personal protective equipment supplied by the contractors and adhered to the normal safety rule of the company.

c) Before starting the work, they should understand the job, nature of risk involved and its mitigation measures. They should submit a risk assessment/Job hazard analysis report to the engineer in charge prior to commencement of work.

d) Before starting the work, ask for the site clearance from EIC. Once site clearance is achieved, barricade the area to check the inadvertent entry to the work site.

e) Raise the safety work permit and ensure that due safety measures are taken, safety tags are attached, supply is isolated and locked, testing of isolation is carried out in your presence and satisfy himself that all precautions have been taken to make the area, installation, machineries safe to work. Once the maintenance is over or at the end of the day you should return the safety permit to EIC.

f) To instruct the contract people fixing the guards in proper place, remove the scraps or additional materials from the work site to a safe distance before handing over the safety permit.
g) To ask the contract people under your control to maintain good housekeeping.
h) Any unsafe condition or practices noticed is to be addressed forthwith and information must be given to EIC.
i) Any safety appliances required for specialized work to be arranged or seek help from EIC to get the appliances.
j) To maintain a register of near miss incidents and accident on day to day basis and get it signed by EIC every day.
k) To arrange delivering pep/safety talks to workmen regularly prior to work.
l) To encourage your manpower to furnish constructive suggestion to improve safety standard at work place and discuss with EIC for implementation.
m) To ensure proper scaffolding while working at height. Obtain height pass and instruct workmen to use safety belts with anchorage. Fix the catch net where required.
n) To ensure the supply of proper tools and tackles for the work.
o) Any accident resulting in injury to workmen to be immediately reported to the EIC.

7. Employee's / Workmen's Responsibility:

a) A contractor's employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
b) An employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
c) An employee shall strictly adhere to the provision of rules, regulation, bylaws issued by the IREL from time to time.
d) No person shall interfere with, impede or obstruct any person in the discharge of his duties, nor shall he offer or render any service, or use any threat to any other person with a view to preventing him from complying with the provision of the rules, regulation, bylaws and orders made there under. If any persons who receive such offer or threat shall inform the EIC forthwith for further course of action.
e) No person shall, except with the authority of EIC, go in to any part of the plant other than that part of which he works.
f) No person shall sleep while on duty.
g) Every person receiving any injury in the course of his duty shall report to their supervisors, safety officers or contractor, who in turn arrange necessary first aid to the injured persons.
h) No person shall, while on duty throw any stone or missile with intent to cause injury, fight or behave in violent manner.
i) Every person shall use the safety gadgets during the work supplied by the contractor to them.
j) Smoking and chewing tobacco, being in state of intoxication etc is strictly prohibited inside the plant area.
k) No person shall negligently or willfully do anything likely to endanger life or health or negligently or willfully omit to do anything necessary for the compliance of safety.

8. General Obligation:

a) The Contractor shall maintain a record of register of his all machines, tools and tackles, lifting equipment, supports, welding machines, Gas cylinders, safety appliances or any other equipment or appliances belonging to him or hired to execute the job in the register. This register shall be subjected to audit or checked by the IREL official at any point of time. Every addition or deletion of equipment shall be certified and counter signed by the concerned EIC.

b) All lifting equipment kept under the custody of contractor shall be tested for safe working load test periodically and a record to be maintained to this effect.

c) All the lifting equipment shall be tagged properly for their easy identification.

d) Contractor using machineries shall maintain check list of their machines aligned with the requirement of OEM.

e) All web slings, wire rope slings shall be maintained in a good condition. Any sign of tear or worn out shall be rejected forthwith.

f) Wire rope of crane and hydra shall be checked regularly and replaced as per the OEM guide line. Any sign of deterioration of rope shall be replaced immediately. A record of rope replacement shall be maintained by the contractor.

g) All safety belts shall be suitably tagged indicating date of purchase and nos. Anchorage coupling and life line rope shall be checked regularly.

h) Ensure that all the moving machines are equipped with reversal audio alarm and fitted with rear view mirror/ camera.

i) Contractor must supply approved safety equipment to his workmen.

j) Contractor shall maintain daily check list for his equipment.

k) Contractor shall maintain the medical checkup and training record of his workmen.

l) The vehicles used shall be appropriate for the purpose, shall hold valid fitness certificates, registration, insurance, PUC etc as applicable and shall be maintained at the site office for inspection by EIC or any official.

m) It shall be ensured that only competent persons are engaged in executing the works/ tasks/ jobs and wherever required shall hold valid licenses/ certificates as mentioned in the tender.

n) The Contractor on request shall be provided space inside plant premises for construction of temporary sheds to be utilized for storing tools, tackles, personal belongings of their employees etc. However, the said space is to be made devoid of any constructions/ obstructions and retuned back to IREL within 30 days of completion of the contract failing which ground rent @ Rs 1000/- per day shall be deducted from the bills due for payments.

o) Record Keeping, Incident Reporting, & Major Accident Protocol: The contractor shall maintain records of safety training for their employees and shall document any incidents that occur on the Project (including near misses). The contractor shall notify the EIC immediately about any incident that occurs on the jobsite. In the event that significant injury to a person (worker or other member of community) or building damage has occurred, the contractor shall contact the EIC as soon as possible with initial details of the incident. The EIC will then initiate the appropriate accident protocols. The EIC reserves the right to hold a meeting with all responsible parties after an incident occurs to discuss its details, cause, and preventative measures contractors will implement going forward.

p) The contractor shall ensure that their workmen while on duty in active zone of mine (where active mining operations are carried out) shall not carry mobile phones. There shall be provision for safe keep storage of their mobile phones at a suitable place. In case of emergent situations the Mines Manager/EIC may allow any person or category of persons to carry mobile phones in such zones.

q) The contractor shall not deploy a driver for long and extended hours of driving beyond 8 continuous hours and shall ensure rest interval of half an hour after 4 hours of continuous operations so as to avoid fatigue.

r) EIC from IREL (India) Limited, shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. EIC shall get the unsafe condition removed or provide protective equipment at the contractors cost, whichever is applicable.

s) Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the IREL's Accident Reporting Procedure. All Accidents including Near Misses to be communicated immediately to EIC over telephone/ verbally, followed by a detailed written accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.

9. Operation & Maintenance:

a) All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in firefighting, first aid and artificial resuscitation techniques.

b) The supervisor shall instruct the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.

c) No material or earth work shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
d) Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to Safety Supervisor and no system shall be energized without the clearance of Safety supervisor.
e) Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.
   I) That there shall be no danger from any adjacent live parts and
   II) That there shall be no chances of re-energization of the equipment on which the persons are working

f) While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
g) When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions one would not 'freeze' to the conductor.
h) Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet.
i) Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.
j) When two persons are working within reach of each other, they shall never work on different phases of the supply.
k) When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
l) It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
m) While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/apparatus.
n) Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
o) Power supply to all the machines and lighting fixture shall be switched off when not in use.
p) Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
q) Unauthorized tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
r) No flammable materials shall be stored in any working area near the switch boards.
s) Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
t) "MEN ON LINE" "DO NOT SWITCH ON" "DANGER" or "CAUTION" board as applicable shall be used during maintenance works on the electrical equipment.
u) The contractor shall implement the shutdown procedure with lockout and tag out systems with a provision of multiple lock displaying the person's name, designation and photo. When any switchgear cannot be locked out, the same shall be modified or replaced to make it capable of being locked.

For details you may obtain a copy of the manual from Safety department of IREL(India)Limited, OSCOM

ANNEXURE-X

Format - I

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No._____Dated_____for the work of_____(herein after referred to as "the said Works") for Rs._____(Rupees_____only), under_____(MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207,ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s _____Address_____[Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guaranteefor the sum of Rs._____(in words) valid for a period of_____days(in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

We_____Bank do hereby further agree that any change in theConstitution of the said tenderer or the Bank will not affect the validity of thisguarantee.

We_____Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL in writing.

Notwithstanding anything to the contrary contained herein before :

(i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs …… (in words)

(ii) This Bank Guarantee shall be valid upto ……, unlessextended on demand.

(iii) The bank is liable to pay the guaranteed amount or any part thereof under thisbank Guarantee only if IREL serve a written claim or demand on or before …… (Three months from the expiry of Guarantee period)

Dated the_____day of_____20--

_____Bank

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

Bank's Common seal

Format-II

PROFORMA FOR BG FORMAT FOR SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

WHEREAS on or about the_____day of_____M/s_____(Tenderer's name & address), having its registered office situated at_____(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no._____dtd. _____with_____OSCOM unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL (India) Limited), for_____(details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL (India) Limited a security deposit of Rs._____(Rupees_____only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.
We_____Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limited by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

We undertake to pay to IREL (India) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

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

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

We_____Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limited in writing.

Dated the _____ day of _____ 2017

_____Bank