

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



Supply, Commissioning of Electrical battery operated Ride-on sweeper machine with hydraulic dumping system along with five year AMC service.

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

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 27& 30 (containing 'Bank/Remittance Details' and 'Registration Details' respectively) shall be filled in, signed, seal-affixed and submitted along with the bid.

2. विषय वस्तु /CONTENT

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3. निविदा एवं अन्य व्यवसाय व्यवहार में एथिक्स /Ethics In Tendering & Other Business Dealings

Dear Sir,

IREL (India) Limited, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance. In our endeavour to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

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

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

सधन्यवाद/Thanking you,

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

DGM (Commercial)

तारीख /Date:

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल
IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited), CHAVARA - 691 583, KOLLAM DIST., KERALA
CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.

4. वचन /UNDERTAKING

Date:

To,

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

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

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

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

Signature.....

Name.....

Title.....

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

5. घोषणापत्र /DECLARATION

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

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

Signature of the tenderer

Full address:

Place:

Date:

Signature of the tenderer

IREL /Chavara/22-23/ET/... T.No: 182

Battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

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<http://bit.ly/irevendregm>

<http://bit.ly/mstcirelil>

<http://bit.ly/ireliltend>

<http://bit.ly/cpppirelil>

6. महत्वपूर्ण निर्देश / Important Instructions

This is an e-procurement event of IREL (India) Limited, Chavara. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020. Kindly peruse the terms & conditions of this tender before submitting your offer online. Bids that do not comply with the tender conditions with documentary proof (wherever required) will not qualify for opening of price bid.

6.1. Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected to the Internet. MSTC/ IREL (India) Limited are not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The commercial bid and the price bid have to be submitted online at www.mstcecommerce.com/eprochome/IREL

1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → IREL → Register as Vendor Filling up details and creating own user id and password → Submit.

2) Vendors will receive a system generated mail confirming their registration in their email that has been provided during filling the registration form. In case of any clarification, please contact MSTC/IREL, (before the scheduled time of the e- tender).

Contact person (MSTC) **for help related to submission of bids:**

Name:	Cell phone:	E-mail:	MSTC Help Desk no.:
Shriyansh Jain	7411651015	sjain@mstcindia.co.in	033-22901004
V. Ganesh Moorthy (BM)	9176616410	bmtvcmmstc@mstcindia.in	0471-4850810
Santhosh Kmar Rajendran	8884600700	skranjendran@mstcindia.co.in	0471-2574257

Note: IREL (India) Limited will not be liable/responsible for inability of the Tenderers in submitting bids in time. Any issues arising out of the efforts to submit bids may be taken up with M/s. MSTC by the bidders themselves sufficiently early and resolved adequately to enable submission of bids in time. Bidders may need to grant remote access to their computer systems temporarily to MSTC officials for troubleshooting, if required.

Contact Persons (IREL) **for clarifications on Commercial aspects of the Tender:**

Commercial Dept. Email: purchase-ch@irel.co.in	
K. Suresh Kumar DGM (Commercial) Ph. No.: 0476-2680701	Usha Nandhini CM (Purchase) Ph. No.: 0476-2680701

B) System Requirement:

- Windows 98 /XP-SP3 /Windows 7 and above Operating System
 - Internet Explorer 7 and above Internet browser.
 - Signing type digital signature (Class-3)
 - JRE 7 update 65 and above software to be downloaded and installed in the system.
- To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → Custom level

- 6.2 (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- (B) 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. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल

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	Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
6.3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6.4.	<p>Special Note regarding Transaction Fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making any change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto-authorised and the vendor shall receive a system generated mail. Transaction fee is non-refundable by MSTC. Vendors will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details: FAX No.: 033- 22831002 Email IDs: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
6.5.	Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum Size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors need to attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.
6.6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.7.	Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to check the website regularly before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum to this NIT (if any) will be sent directly to tenderer(s) who have downloaded the documents from website. Please see web page www.mstcecommerce.com/eprochome/IREL of MSTC Ltd.
6.8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
6.9.	<p>Bidding in E-Tender & Reverse Auction:</p> <p>Bidder(s) need to remit Transaction fees to be eligible to bid online in the e-tender. Necessary EMD and Tender Document Cost (TDC), if any, also have to be paid. TDC is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded.</p>

Signature of the tenderer

IREL /Chavara/22-23/ET/...

T.No: 182

Battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

	<p>The bidding process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. Depts. → IREL Login → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. After the Techno-Commercial bid & Price Bid has been saved, bidder can click on the "Submit" button to register the bid.</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the Tender. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. 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. Such successful tenderer shall hereafter be called SUPPLIER.</p> <p>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>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.</p> <p>Unit of Measure (UOM) is indicated in the e-tender Floor. Rate quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
6.10	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
6.11	No deviation to the technical and commercial terms & conditions are allowed.
6.12	After submitting online bid with digital signature, the bidder cannot access the tender.
6.13	IREL has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
6.14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the web page www.mstcecommerce.com/eprochome/IREL of MSTC Ltd.
6.15	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
6.16	The bid will be evaluated based on the filled-in technical & commercial formats.
6.17	The documents uploaded and attached to this event by bidder (s) will be scrutinised. 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.

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लम जिला, केरल

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STC's e-Procurement Portal Guidelines for Vendors

(The following section is meant only to provide guidance to bidders about the e-procurement portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal. Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the offices of MSTC to seek clarification on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to misunderstanding anything written hereunder.)

System Requirement:

The following requirements need to be fulfilled for optimum use of MSTC e-procurement system.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows XP SP3 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) All the ActiveX controls of the Internet Explorer should be set in **Enable** mode. The settings under Browsing History (Under Tools → Internet Options → General) for Check for newer versions of web pages should be kept as Every time I visit the webpage.
- (6) All Pop-Blockers should be kept in **Disable** or turn off mode.
- (7) The protected mode of the computer should be turned off for higher version of Windows where available.
- (8) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (9) The website <https://www.mstcecommerce.com> should be added to the list of Trusted Sites.
- (10) The computer should have Java Runtime Environment version 7 update 9 or above installed in it.
- (11) Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

NB:- For further queries the vendors may refer to the FAQ at www.mstcecommerce.com/eprochome

Registration:

Vendors have to register separately for each Buyer in whose e-procurement events they wish to participate. For example, if a vendor wishes to participate in e-procurement events for Buyer A and Buyer B, he will have to register separately for the two Buyers. Visit the website www.mstcecommerce.com/eprochome and the screen will look like this:



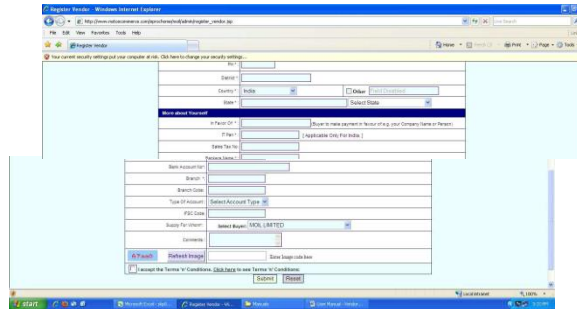
Click on the Logo of NHPC to register. Click on "Register As Vendor". A Form will open up. Fill up the Form and click on Submit.

You need to create your own user name and password. Please check availability of user id and also the password policy before creating the same. Please do not use any special character in any field except one for password


Signature of the tenderer IREL /Chavara/22-23/ET/... T.No: 182 battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लम जिला, केरल


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Please refresh the image before clicking on Submit button. After that a preview page will appear and if you press continue then a message of successful registration will come. This completes the on-line registration process. Your account is auto-activated (unless mentioned otherwise) and you may proceed to login.



Type your user id and password and click on Login. The system shall ask for your DSC as Below



Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id.

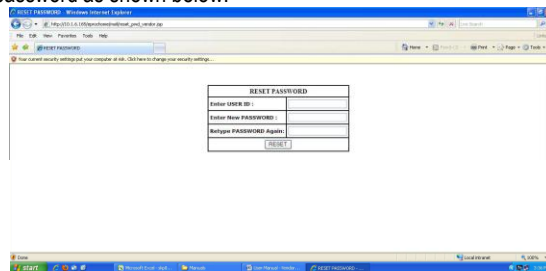
If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.

NB: For further queries vendors May refer to the FAQ at www.mstcecommerce.com/eprochome

Change / Forget Password: In case a vendor forgets his password or wishes to change his password, he shall click on the link Reset password.



The system will ask for user id and new password as shown below.



Fill up the fields and click on reset. The system will ask for DSC and if authenticated correctly, the password will be reset. Please remember that this facility is available only after first successful login with the DSC.

DOWNLOADING OF NIT / CORRIGENDUM BY VENDOR

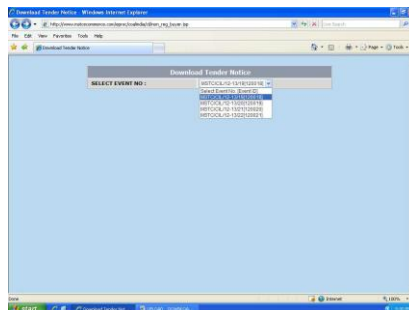
a. Unregistered Vendors

Step 1: Click "Download NIT/Corr" link on "<http://www.mstcecommerce.com/eprochome/irel>".

Step 2: Click 'proceed' button and fill up the format providing the details of Company, Name, e-mail ID, Mobile No. & Name of the contact person.

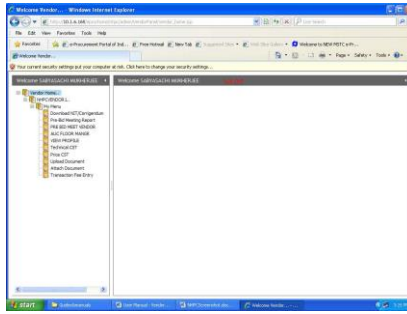


Step 3: After submission of the details, select the event No., select the notice/corrigendum and download the same

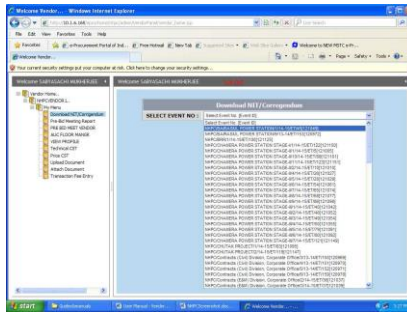


b. Registered Vendors

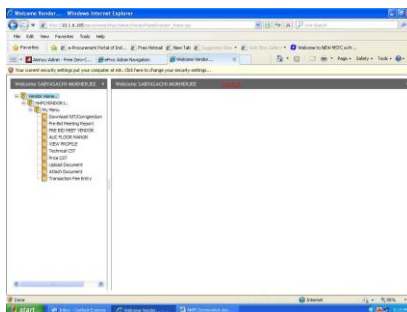
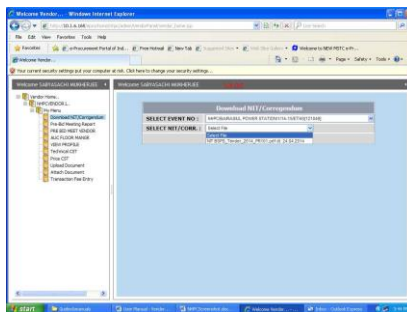
Step 1: Login with user ID, password & DSC. Under "Vendor Login" at <http://www.mstcecommerce.com/eprochome/irel>



Step 2: Click "DOWNLOAD NIT/CORRIGENDUM" LINK.



Step 3: Select the event and select the NIT/CORRIGENDUM and download & save.



The vendor may enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. On Clicking the following Page appears as shown below.

Signature of the tenderer

IREL /Chavara/22-23/ET/... T.No: 182

battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

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<http://bit.ly/irevendregn>

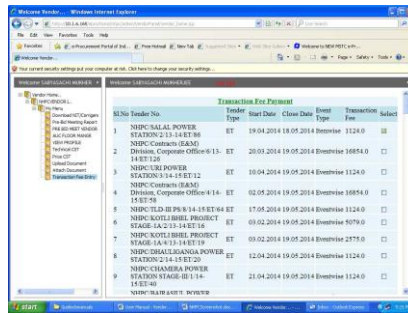
<http://bit.ly/mstcirelil>

<http://bit.ly/ireliltend>

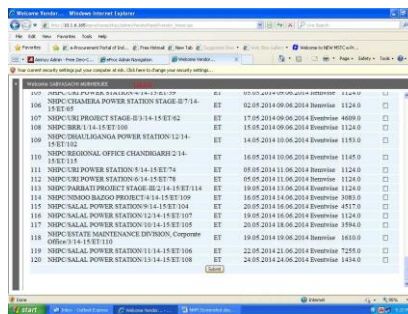
<http://bit.ly/cpppirelil>

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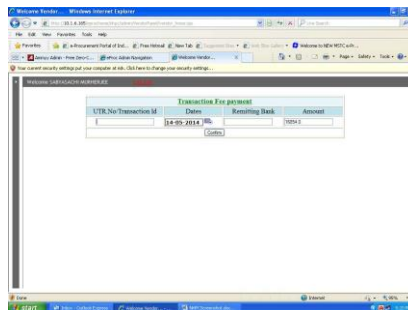
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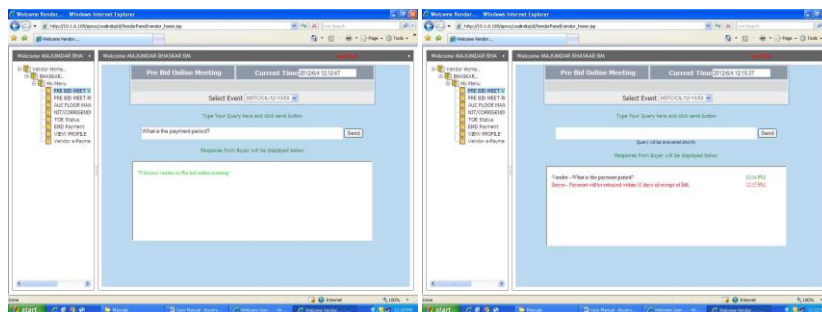
Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page as shown below.



Then the following page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button as shown below. The amount field cannot be edited.



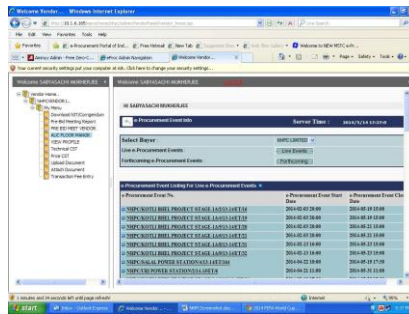
Pre-Bid Meet: Log in with your user id, password and DSC. Click on the link PRE BID MEET VENDOR. Select the Event. Type in your query in the box provided and click on Send.



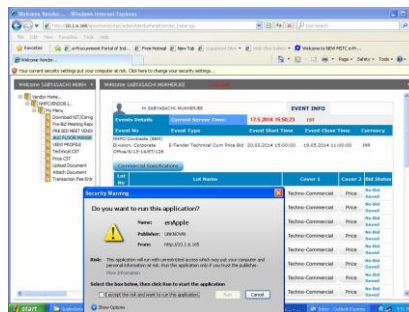
When the Buyer replies to your query, it will be automatically displayed under your query in the second display box as shown above. You can view all the queries and the replies thereto during the Pre Bid Meeting without knowing the names of the persons raising the queries. The Pre Bid Reports of all concluded Pre Bid Meetings can be accessed through the link PRE BID MEET REPORT.

Bidding in e-tender

Log into the website with your user id, password and DSC. Click on AUC FLOOR MANGR



Click on Live Events to view and participate in running events. Click on Forthcoming to view upcoming events. For bidding in any e-tender, click on the event number from the list of live events. Wait for the enApple application to be downloaded on your computer and Run the application by ticking the check box and clicking on the Run button. This exercise has to be done twice before proceeding further.



If there is any problem in the Running of enApple application, check for the JRE version installed in the computer and upgrade the same if necessary. To bid in an e-tender, click on the "Techno- Commercial" and "price" links under Cover 1 and Cover 2 respectively and save them for entering your Bid against the desired lot. Some tenders may have "Common/Commercial Specification or Terms". In those tenders both the aforesaid links will be activated only after saving the "Common/Commercial Specifications or Terms" After opening the Tech Cover, fill up the form and click on Save button provided at the bottom of the page. This will save your bid which you can edit later on. Once a bid has been saved, the Bid Status would change to "Technical Bid Saved" after saving Cover 1 and "Price Saved" after Saving Cover 2. To edit your technical/price bid, click on the links "Techno-Commercial" and "Price" respectively. To quote the price bid, click on the link "Price" under cover 2. As you fill the required fields, the system displays the site cost per unit and total site cost as alerts. The price bid can be saved and edited subsequently through the same link. For Item-wise tenders, Final Submission will have to be done against individual lot. For Event-wise tenders, there will be only one Final Submission. After Final Submission, a bid can be withdrawn and in such a case, the bidder's bid will not be considered during opening of the tender. After Final Submission, if a bidder wishes to change his/her bid, the bidder can delete his/her bid and submit bid afresh.

To upload & attach documents

Signature of the tenderer

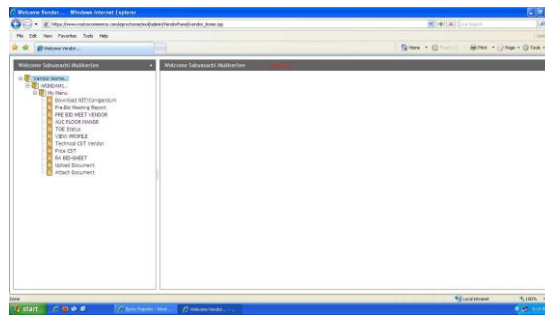
IREL /Chavara/22-23/ET/...

T.No: 182

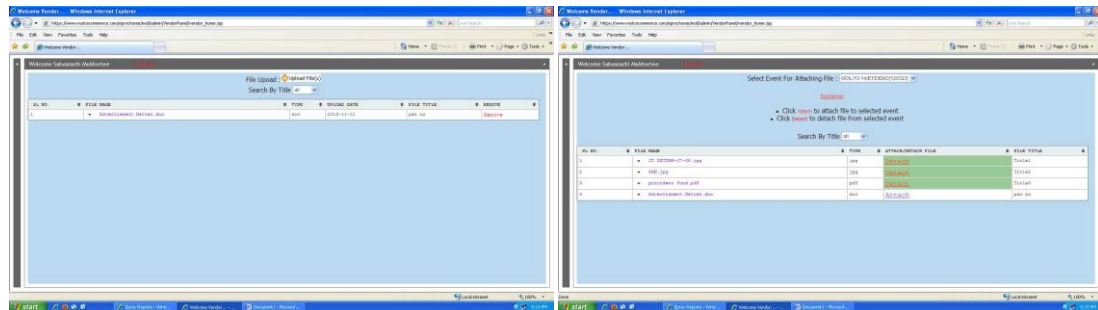
battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

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IREL (India) Limited (A Government of India Undertaking)
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Please select the Upload documents link from My menu to upload documents in document library. Multiple documents can be uploaded. Maximum Size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender.



In the attached document link, Documents already uploaded, will be available. Vendors just need to select the particular tender and click attach against the documents which are required. Vendors may detach the documents also if required. Documents once uploaded can be used for multiple tenders and need not be re-uploaded for each tender separately. Documents need to be attached with tenders; otherwise such documents will not be available to buyer for downloading against any tender. Once the technical and price bids have been filled and documents have been uploaded and you feel that you won't edit them any further, you are required to submit the bid by clicking on Final Submission button provided at the extreme right against each lot. Once the said button is clicked and the data is digitally signed with bidder's Digital Signature, the bid stands submitted and no further editing of the bid is possible thereafter. The screen will appear to read as Bid Already Submitted and the links for Technical and Price Bids will get disabled. Bidders will receive an acknowledgement mail in their registered email id against each tender after final submission against each lot. Bidders are required to take special note of the following points. (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e., before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible. (b) A bid can be submitted up to the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance. (c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.

7. अनुबंध की सामान्य शर्तें /GENERAL CONDITIONS OF CONTRACT

7.1. Definition of Terms:

In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires

- 7.1.1 Purchaser/Company/contractee/IREL/IREL (India) Limited: The 'Purchaser/Company/contractee/IREL/IREL (India) Limited' shall mean Indian Rare Earths Limited, Chavara Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkarmarg, Prabhadevi, Mumbai-400028.
- 7.1.2 Contractor/Supplier/tenderer/bidder: The 'Contractor/Supplier/tenderer/bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees. Sub-Contractor
- 7.1.3 Sub-contractor: The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser
- 7.1.4 Contract: Contract shall mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.
- 7.1.5 Contract price: means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
- 7.1.6 Duration of Contract: means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
- 7.1.7 Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC): The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL (India) Limited.
- 7.1.8 Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC): means any assistant of the officer /Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.
- 7.1.9 Terms & Conditions: means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.
- 7.1.10 Tender Specification: The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.
- 7.1.11 Contract Specification: The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
- 7.1.12 Letter of Intent (LOI): The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.
- 7.1.13 Site: The term "Site" shall mean the place or places envisaged by IREL (India) Limited at which the plant and equipment supplied under the contract are to be erected and/or services/works/consultancy are to be performed under the contract.

7.2. OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC):

The Officer/ Engineer-in-charge shall have authority for

- General supervision, Follow up of supply and direction of the work
- direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract to reject all works and materials which do not conform to the contract

The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL (India) Limited or making any variation of or in the work except otherwise expressly provided here-in-under or elsewhere in the contract.

7.3. CONFLICT AND INTERPRETATION OF DOCUMENTS:

- 7.3.1 Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.
- 7.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 7.3.3 The several documents forming the contract are to be taken as mutually explanatory of one another. In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL (India) Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) Limited to eliminate the conflict.
- 7.3.4 The successful bidder shall notify IREL (India) Limited, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

7.3.5 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL (India) Limited.

7.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

7.4. **STANDARDS**

The Machinery, Material, works, Services, etc. supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

7.5. **SCOPE OF ORDER AND SPECIFICATIONS**

Contractor shall supply the material or execute the work according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with work/purchase/service/consultancy order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by IREL (India) Limited.

7.6. **INSPECTION OF SITE**

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

7.7. **ASSIGNMENT AND SUBLETTING**

7.7.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL (India) Limited.

7.7.2 The contractor shall not sublet the whole or any part of the work without the written consent of IREL (India) Limited and such consent, if given, shall not establish any contractual relationship between the sub-contractor(s) and IREL (India) Limited and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

7.8. **PRICES**

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Limited to the contractor under the order shall remain firm throughout the period of contract.

The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender.

The prices shall be itemized in accordance with the Price bid Schedule attached with the tender and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid.

The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL (India) Limited is not responsible for remittance of such statutory liabilities of the contractor.

7.9. **TAXES, DUTIES & LEVIES**

Bidders must clearly mention their Tax Registrations, wherever applicable in their offers and invoices. Tax shall be clearly mentioned in the offer indicating the applicable rates, otherwise it shall be considered to be inclusive of tax, as applicable.

In order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall not be paid.

7.10. **EMD, IF ANY IS LIABLE TO BE FORFEITED IF:**

7.10.1 The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.

7.10.2 The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.

7.10.3 In case bidder submits false/fabricated documents.

7.10.4 In case bidder fails to submit SD as stipulated in the tender.

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

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

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

7.11. **LIQUIDATED DAMAGES (LD)**

7.11.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract.

7.11.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

7.11.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

7.12. FORCE MAJEURE:

7.12.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/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 (India) Limited may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

7.12.2 If there is delay in performance or other failures by the supplier/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. \

7.12.3 If a Force Majeure situation arises, the supplier/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 purchaser in writing, the supplier 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.

7.12.4 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 sixty days, IREL (India) Limited may at its option terminate the contract without any financial repercussion on either side.

7.13. PERFORMANCE TEST

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in the Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.

The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

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

7.15. **ACCIDENT OR INJURY TO WORKMEN:** The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL (India) Limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL (India) Limited against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to IREL (India) Limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

7.16. **COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS :** The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law.

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

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

7.18. METHOD OF BLACK LISTING VENDORS :

7.18.1. Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.

7.18.2. 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.

7.18.3. Further, the vendor shall be banned from doing any business with IREL (India) Limited in case of :

- If security considerations including question of loyalty to the state so warrant.
- If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- If there is strong justification for believing that the proprietor or employee or representative of the firm 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.

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IREL (India) Limited (A Government of India Undertaking)
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CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.

7.18.4. 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.

7.18.5. 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.

7.19. 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 (India) Limited or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL (India) Limited except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

7.20. INDEMNITY

The contractor shall indemnify IREL (India) Limited and keep IREL (India) Limited indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to IREL (India) Limited. The contractor shall not utilize IREL (India) Limited's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to IREL (India) Limited and in which case, the Contractor shall be liable to IREL (India) Limited to pay compensation to the full extent of damage/loss and undertake to pay the same.

7.21. DEATH, BANKRUPTCY, ETC.

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL (India) Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IREL (India) Limited may terminate the Contract by notice in writing to the Contractor.

7.22. ARBITRATION

All Disputes and differences of any kind what so ever 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 (India) Limited who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.

If the Bidder 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 IREL (India) Limited, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limited 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.

The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

The Bidder 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 Arbitration.

For Global tender this clause may be modified by the competent authority on case to case basis.

7.23. JURISDICTION

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

7.24. NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

7.25. 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 has 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.

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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.

7.26. RELATED PARTY:

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

7.27. PATENT INFRINGEMENT AND INDEMNITY:

The Supplier shall protect, indemnify and save harmless to IREL (India) Limited, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL (India) Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL (India) Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings.

IREL (India) Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for IREL (India) Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL (India) Limited's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL (India) Limited, as a result of any claim of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL (India) Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

7.28. Quantities: The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities. Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.

7.29. CANCELLATION

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

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

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

7.30. Benefits to Micro and Small Enterprise(MSE)s:

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

- a. Issue of tender document free of cost
- b. Exemption from payment of Earnest Money Deposit
- c. Price preference up to 15%.
- d. Relaxation of prior experience / prior turnover criteria, subject to meeting of quality and technical specifications.
- e. In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

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

- 7.30.2 In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.
- 7.30.3 6.31.3 In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
- 7.30.4 Out of 25% procurement from MSEs, 4% is earmarked for MSE units owned by Scheduled Caste / Scheduled Tribe (SC/ST) entrepreneurs and 3% for women-owned enterprises. Tenderers are required to state clearly if they are SC/ST entrepreneurs or women-owned enterprises.
- 7.30.5 MSEs are required to submit along with their offer, Udyog Aadhaar Memorandum or valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL for grant of MSME benefits.
- 7.30.6 The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit Udyog Aadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.
- 7.30.7 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.
- 7.30.8 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
- 7.30.9 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.
- 7.30.10 TReDS : TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS. MSME need to register themselves in TReDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TReDS Platform.
- 7.30.11 6.31.8 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) . IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall agrees to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.
- 7.30.12 IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.
- 7.30.13 As per DPE/7(4)/2007-Fin dt 21/08/2020 , it is mandatory to get all the MSME vendors registered on the platform.
- 7.30.14 Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.
- 7.30.15 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.
- 7.30.16 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.inRXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

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IREL(India) Limited Unit Administrator Mr Usha Nandhini +91-476-2680701 Ext-304 email : usha.nandhini@irel.co.in
IREL(India) Limited Nodal Officer Mr K.V Ramakrishna : +91 81049 97177 email: kvramakrishna@irel.co.in

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

- 7.30.17 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.
- 7.30.18 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
- 7.30.19 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

8. SCOC का अनुबंध -I / Annexure-I of SCOC

Safety Provisions

8.1 GENERAL

- 8.1.1 For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 8.1.2 Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 8.1.3 Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 8.1.4 Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 8.1.5 All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. 6.The EIC shall ensure that a copy of "SAFETY GUIDE" for IREL (India) Limited Chavara is issued to the contractor before commencement of work.
- 8.1.6 The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 8.1.7 First aid kits as advised by IREL (India) Limited Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 8.1.8 Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 8.1.9 All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL (India) Limited shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 8.1.10 Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

8.2 ELECTRICAL ENGINEERING ASPECTS

- 8.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment .
- 8.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 8.2.3 Fuses shall be removed when personnel are working on concerned circuits.
- 8.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 8.2.5 All portable tools are supplied through ELCB
- 8.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 8.2.7 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 8.2.8 8. "V- Belts shall not be used for any lifting purposes.
- 8.2.9 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 8.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 8.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

8.3 MECHANICAL ENGINEERING ASPECTS

Signature of the tenderer IREL /Chavara/22-23/ET/... T.No: 182 Battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

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- 8.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 8.3.2 Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.
- 8.3.3 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 8.3.4 V- Belts shall not be used for any lifting purposes.
- 8.3.5 Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 8.3.6 In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.
- 8.3.7 In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 8.3.8 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

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10. **IRELIL Bank Details for money transfer through RTGS/NEFT**

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

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

1. UTR No.
2. Name of the party.
3. Date of remittance.
4. Amount remitted.
5. Order from IRELIL against which payment is made.

11. **REGISTRATION AND CONTACT DETAILS**

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

Note: The contractor shall furnish

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

12 BID SECURING DECLARATION FORM

Tender No.

Date:

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

I/we declare that:

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

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

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

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

Signed:

Name:

Address:

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

Corporate seal (where appropriate)

(Note: in case of a joint venture, the Bid Security Declaration must be in the name of all partners of the joint venture that submits the bid)

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13. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

(Signature with name in Block letters with designation,

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

Bank's Common seal

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लम जिला, केरल

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14 **PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer 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. The payment will be released within three working days from the date of demand for payment.

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 guarantee 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 three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL (India) 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 relieved 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 _____ 20-- _____ Bank

(Signature with name in Block letters with designation,

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

Bank's Common seal

15 अन्य शर्तें / OTHER CONDITIONS

15.1 TRANSACTION FEE

- 15.1.1 The vendors will have the access to online e-tender only after Transaction fee by NEFT in favour of MSTC Limited, Kolkata
- 15.1.2 Payment of Transaction fee by NEFT in favour of MSTC LIMITED.(Refer clause. No.6.4 of Important instructions)
- 15.1.3 Transaction fee and related bank charges are to be paid by bidder. This will be reimbursed by IREL (India) Limited on submission of proof of the payment

15.2 ~~TENDER COST TO IREL (INDIA) LIMITED~~

- ~~15.2.1 Tender document cost shall be paid as per the tender basic information~~
- ~~15.2.2 Tender document cost shall be paid to get tender document from IREL (India) Limited. Payment of Tender Cost shall be accepted by RTGS /NEFT in favour of IREL, Chavara (refer Clause 11 for details).(Bank Charges are to be borne by bidder.~~
- ~~15.2.3 No tender cost is required to pay in case the bidder downloads the document from the website.~~
- ~~15.2.4 The MSME bidders can claim exemption of tender document cost as per the tender clause: 8.29~~
- ~~15.2.5 Submission of offer without Tender Cost / Valid MSME certificate, offer shall be summarily rejected.~~

15.3 EARNEST MONEY DEPOSIT (EMD) TO IREL (INDIA) LIMITED

- 15.3.1 EMD shall be paid as per the tender basic information.
- 15.3.2 EMD shall be paid to IREL (India) Limited by RTGS /NEFT in favour of IREL, Chavara (refer Clause 11 for details).(Bank Charges are to be borne by bidder or by BG (Bank Guarantee) (as per format enclosed)
- 15.3.3 The MSME bidders can claim exemption of EMD as per the tender clause: 8.29
- 15.3.4 Submission of offer without EMD / Valid MSME certificate, offer shall be summarily rejected.
- 15.3.5 In case, the EMD is submitted by BG, the original BG shall reach our office on or before the due date of Opening of the Bid and the details shall be uploaded along with the offer.
- 15.3.6 No interest shall be paid on EMD. The offer without EMD shall be summarily rejected except where exemption is provided in the tender.
- 15.3.7 EMD shall be dealt with as follows:
- In case of unsuccessful bidder it shall be returned without any interest immediately after finalization of order.
 - In case of successful bidder it shall be adjusted without interest as Security Deposit. (SD).
 - The EMD shall be forfeited if:
 - The bid is revoked during its validity period.
 - The bidder changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - The bidder fails to accept the order when placed or fails to commence work after accepting the order.
 - In case bidder submits false/fabricated documents.

15.4 SECURITY DEPOSIT (SD):

- 15.4.1 The successful tenderer shall furnish a SD amounting to **3 % of the contract value** (inclusive of EMD) in the same manner as specified for EMD within **15 days of receipt of order**.
- 15.4.2 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL (India) Limited.
- 15.4.3 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.
- 15.4.4 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.
- 15.4.5 In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.
- 15.4.6 In case bidder fails to submit SD within 30 days of receipt of order, the EMD is liable to be forfeited

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

15.5 **PAYMENT TERMS**

15.5.1 For payments the following documents are to be submitted by the contractor to the EIC.

- Bill
- Labour License(as applicable)
- Wage register.
- Workmen Compensation Policy
- ESIC (if employees are covered under Workmen Compensation Policy they need not be covered under ESIC and vice versa.)
- PF-Challan/ECR copy

15.5.2 Payment shall be released within 30 days after completion of the work and submission of invoice certified by Engineer In-Charge.

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

15.5.4 Payments will be made through e-payment. For facilitating e-payment you have to provide

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

15.6 **SUBMISSION OF INVOICES:**

Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL (India) Limited GST Reg.No. (32AAACI2799F1ZN) so to enable IREL (India) Limited to avail Input Tax Credit.

15.7 **TENDER SUBMISSION:**

The Tender shall be submitted as per the following:

15.8 **TECHNO COMMERCIAL BID:**

All the tender terms to be agreed as per the requirement in **tenderer's response**.

15.9 **PRICE BID:** shall contain only the **Price**

15.9.1 The rates offered will be excluding GST. GST at applicable rate will be paid extra as per the prevailing rules

15.9.2 Rate quoted in the tender should be firm.

15.9.3 The Tenderer shall fill up the appropriate price Schedule

15.10 **VALIDITY OF BID:**

Validity of bid is 120 days from date of opening of Techno-commercial bid. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of **120** days from the date of opening, the tender shall be cancelled and EMD shall be forfeited.

15.11 **ACCEPTANCE OF TENDER:**

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

15.12 **AMENDMENTS:**

15.12.1 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**.

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल

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

Signature of tenderer

16. TENDERER'S RESPONSE

Sl.No	DESCRIPTION	Response
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2.	The submitted NSIC/MSME certificate include the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Others category	AGREE WITH REMARKS
3.	The bidder shall be qualifying as per the Qualification criteria of bidders as per the SCHEDULE OF TENDER (SOT) of this tender	AGREE
4.	The offer submitted is as per the SPECIAL CONDITIONS OF THE CONTRACT	AGREE
5.	The entire tender terms and conditions has been accepted	AGREE
6.	Self attested Scanned copy of certificate showing that bidders are PSU/State Govt. undertaking or by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or UdyogAadhar Memorandum or any other body specified by ministry of MSME) has been uploaded in CPP Portal (Central Public Procurement Portal and for Tender cost / EMD exemption (if applicable). Or Signed and scanned copy of duly filled Declaration containing details of Tender cost and EMD amount payment has been uploaded and attached	AGREE
7.	Self-attested scanned copies of all required documentary evidence towards Qualification criteria of bidders has been uploaded	AGREE WITH REMARKS
8.	Signed and scanned copy of duly filled Registration details has been uploaded	AGREE

17 निविदा की अनुसूची /SCHEDULE OF TENDER (SOT)

Sl No	Particulars	
	Name of Work	Supply, Commissioning of Electrical battery operated Ride-on sweeper machine with hydraulic dumping system along with five year AMC service.
	Type of Tender	Public Tender
	Estimated Contract Value including Taxes	Rs.26,08,509/-(including GST)
	E-Tender Event No.	IREL/Chavara/22-23/ET/82
	Mode of Tender	e-Procurement System (Online Part-I- Techno-Commercial Bid and Part-II- Price Bid through www.mstcecommerce.com/eprochome/irel of MSTC Ltd.)
	Transaction Fee	Rs.1304/- (Rupees one thousand one hundred eighty only) Including @ 18% GST or as per MSTC site. (As per Tender clause no:15 (1))
	Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
	Start Bid date and Time	31.01.2023, 18.30 Hrs.
	Close Bid date and Time	22.02.2023, 14.30 Hrs.
	View Tender Time	31.01.2023, 18.00 Hrs.
	Date of Pre-Bid Start Time	22.02.2023, 15.00 Hrs.
	Date & time of opening of Price bid	After 23.02.2023, 11.00 Hrs.
	Tender Cost to IREL (India) Limited	Nil
	Earnest Money Deposit to IREL (India) Limited	Rs.26085/-
	<u>Qualification criteria of Bidders.</u> <u>TECHNICAL:</u> Original Equipment Manufacturer (OEM) or their Authorized dealers/ agents are eligible to participate in the tender. Authorized dealers/ agents are required to submit authorization letter from OEM. OEM/Authorized Bidder of should have executed project for supply and installation / commissioning of similar item to any industry during the last seven years ending December 2022. The Bidder shall submit the copies of purchase orders and commissioning report / work completion certificate from the client towards the documentary evidence of the above, as detailed below. Three similar works completed costing not less than the amount Rs.10.43 Lakhs each. OR Two similar works completed costing not less than the amount Rs.13.04 Lakhs each. OR One similar work completed costing not less than the amount Rs.20.86 Lakhs. Bidder should have Service centre facility in Kerala state. Registration Certificate of service centre to be submitted as documentary evidence. <u>Definition of similar supply / item :</u> Battery operated Ride-on sweeping machine with hydraulic dumping facility. <u>FINANCIAL:</u> Average annual Financial turnover of the participating bidder during last three years ending 31st March 2022 shall not be less than INR 7.82 lakhs. Bidder shall submit audited annual report / Profit & Loss account/ IT Returns/ certified copy of CA for the above periods is to be submitted.	
	Security Deposit	As per Clause 15.4
	Period of contract	As per Clause 18.5
	Schedule of payment:	As per Clause 18.4
	L.D	As per Clause 7.11

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

Signature of the tenderer

IREL /Chavara/22-23/ET/... T.No: 182

battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.

18 अनुबंध की विशेष शर्तें / SPECIAL CONDITIONS OF THE CONTRACT

18.1 Technical Specification for Battery operated Heavy Duty Ride-on Sweeper machine

18.1.1 **Scope of work: Supply**, Commissioning of Electrical battery operated Ride-on sweeper machine with hydraulic dumping system along with five year AMC service.

Details:

Requirement of Brooms	: One Main broom and two side brooms
Sweeping width with main broom	: 800 mm (minimum)
Sweeping width with main and side brooms	: 1500 mm (minimum)
Sweeping performance with dual brooms	: 10,000 m ² per hour (minimum)
Brush material Type	: Poly-propylene
Min Hopper volume	: 150 Litres (minimum)
Dumping system for collected sand	: Electrically operated Hydraulic type.
Lifting height for hydraulic dumping system	: 1500 mm (minimum)
Filter shaker	: Automatic shaker type to avoid filters choking.
Dust suppression system	: Water sprays type.
Traction Battery	: 24 V, 400 Ah minimum.
Sensors required	: Brooms overload & wear sensors, Hopper level & Hopper Rotate, Filter clog, water level sensors.
Electrical fittings	: Head light, horn, reverse alarm.

18.1.2 **Battery operated Ride-on sweeper Machine contains following features:**

- Operator seat with back rest and seat belt.
- Control panel with display unit for ease of operation.
- Variable speed drive motor for speed controlling of sweeper machine.
- Automatic filter shaker to provide effective dust control.
- High efficient Electromagnetic brake.
- Emergency push button to stop the machine.
- Regenerative braking system for safe movement in slopes up to 20 degree grade ability.
- Battery charger for recharging the battery.
- Machine should be equipped with all latest safety standards.

18.1.3 Technical questionnaire to be completely filled and enclosed along with the offer

Sl.No	Questionaries'	Replies
1	Type and model of Ride-on machine	
2	Traction battery details	
3	No. of Main brooms	
4	No. of Side brooms	
5	Brush Material	
6	Max. Gradeability of machine	
7	Total Width of Sweeping path with main broom	
8	Total Width of Sweeping path with main broom and side brooms	
9	Sweeping performance capacity in meter square per hour	
10	Dust collection Hopper volume	
11	Type of Filters used	
12	Dumping system mechanism	
13	Type and number of Sensors	
14	Dimensions of Machine	
15	Type of tyres	
16	Method of Braking system	
17	Control panel / display type	
18	Safety features	

18.2 GENERAL TERMS & CONDITIONS FOR SUPPLY OF BATTERY OPERATED RIDE-ON SWEEPER MACHINE:

- 18.2.1 The party has to furnish the operating instruction manual with "safe operating procedure" along with the necessary demonstration and training to be given to the operators for safe and efficient operation of machine.
- 18.2.2 List of Mandatory spares supplying along with the machine to be furnished along with the offer.
- 18.2.3 During warranty period the bidder/ OEM should be responsible for the transportation of any defective item to their service centre for repair/ replacement and returning of the same at IREL, Chavara.
- 18.2.4 Tender will be evaluated based on the overall lowest including machine cost and AMC service charges for 5 years after guarantee period.

18.3 INSTALLATION AND COMMISSIONING: Successful bidder has to do installation, commissioning and demonstration of the machine at our Chavara plant and necessary on site support and training to be given to the operators for the safe operation of machine.

18.4 PAYMENT TERMS:

- 18.4.1 90% payment along with 100% taxes and duties shall be made towards supply against tax invoice within 30 days of receipt & acceptance of the equipment at IREL, Chavara Stores.
- 18.4.2 Balance 10% shall be paid 12 month after successful commissioning of the equipment or 18 months from date of supply whichever is earlier.
- 18.4.3 Alternatively, the balance 10% will be paid on submission of Performance Bank Guarantee (PBG) by the Supplier for 12 months from the date commissioning OR 18 months from the date of supply whichever is earlier. The PBG should have an additional claim period of 3 months.
- 18.4.4 Security deposit will be released on receipt & acceptance of the equipment at IREL, Chavara Stores.
- 18.4.5 The party has to quote terms of price FOR Chavara unit, Chavara, Kollam Dt., Kerala.

18.5 TIME PERIOD OF SUPPLY: The delivery schedule shall be 30 days from the date of acceptance of the P.O.

18.6 WARRANTY: The materials/equipment and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of commissioning / installation or 18 months from the date of acceptance of supply, whichever is earlier.

18.7 ANNUAL MAINTENANCE CONTRACT (AMC) FOR THE SERVICE OF THE MACHINE:

The bidder has to quote the AMC service charges for the offered machine for five years after the guarantee period.

18.8 NO. OF VISITS PER YEAR: The Service personnel has to visit at least four times in a year (once in a quarter) in order to carry out preventive maintenance service and should attend breakdown maintenance if any.

The rate quoted for AMC charges shall be inclusive of conveyance, boarding and lodging charges for service personnel.

18.9 PAYMENT FOR AMC: Payment will be made on pro-rata basis against invoice of each quarter service visit.

18.10 CONTACT PERSON:

	Name	Telephone	Email.id
1	O.T.Antony CM(Production)	0476-2687001-05 Extn: 301	production-ch@irel.co.in
2	Manoj.S.Nair Manager(Mechanical)	0476-2687001-05 Extn: 347	production-ch@irel.co.in

कृते आईआरईएल(इंडिया) लिमिटेड
For Indian Rare Earths Limited

उमप्र (वाणिज्य) / DGM (Commercial)

(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल

IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited), CHAVARA - 691 583, KOLLAM DIST., KERALA
CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.**18 मूल्य अनुसूची /PRICE SCHEDULE:****For Supply**

Sl. No.	Description of item	Qty & unit (Nos.)	Basic rate(Rs.)/unit after discount (Excl.GST) (a)	P&F rate(Rs.)/unit after discount (Excl.GST) (b)	Freight rate(Rs.)/unit after discount (Excl.GST) (c)	Insurance rate(Rs.)/unit after discount (Excl.GST) (d)	GST rate (%) (e)	Total unit rate (Rs.) F.O.R.IREL Stores, Chavara (Incl.GST) (F)
1	Battery operated Heavy Duty Ride-on Sweeper machine with hydraulic dumping system	1	No.					

Price components **a/b/c/d** shall be given in Indian Rupees and shall be exl.GST, which shall be given as **e** in % . In case GST% is different for any of the price components **a/b/c/d** above, it shall be clearly indicated in the official stationery of the bidder, duly signed & seal – affixed and submitted along with the bid. Total unit **F incl.GST** shall be the cost at which the items will be delivered at IREL Stores , Chavara.

Evaluation criterion is 'Overall L1'

A. L1 rate **F** = $[a+b+c+d]+[(a+b+c+d)*e/100]$

AMC for servicing of the machine after guarantee period

Sl. No.	Description	Qty	UoM	Amount (Rs)
2	AMC charges for the first year after guarantee period	1	LS	a
3	AMC charges for the second year after guarantee period	1	LS	a
4	AMC charges for the third year after guarantee period	1	LS	a
5	AMC charges for the fourth year after guarantee period	1	LS	a
6	AMC charges for the fifth year after guarantee period	1	LS	a

The above AMC charges shall be exclusive of GST

B. L1 rate = a of Lot 2 + a of Lot 3 + a of Lot 4+ a of Lot 5+ a of Lot 6

C. L1 (Total) = A + B

Evaluation criterion is 'Overall L1'

Declaration:

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

Place: -

Signature

Date

Signature of the tenderer

IREL /Chavara/22-23/ET/... T.No: 182

battery operated Ride-on sweeper machine with hydraulic dumping system with AMC.