



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्व में इंडियन रेअर अर्थ्स लिमिटेड Formerly Indian Rare Earths Ltd.)

रेअर अर्थ्स प्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI8187

ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 COMPANY

Phone:
0484 2545062 - 65
Fax:
0484- 2545269
Website:
www.irel.co.in

निविदा आमंत्रण सूचना NOTICE INVITING TENDER

Limited tender document for Supply of Steel Items

E-Tender No.	IREL/Udyogamandal/20-21/ET/55	Dated:11/12/2020
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SCHEDULE OF TENDER (SOT)

a.	E-TENDER No. / Date	IREL/Udyogamandal/20-21/ET/55 Dated:11/12/2020
b.	MODE OF TENDER	e-Procurement System Online Part I - Techno-Commercial Bid and Part II - Price Bid through http://www.mstcecommerce.com/eprochome/irel of MSTC Limited.
c.	Date of NIT available to parties to download	11/12/2020
d.	Transaction Fee to MSTC: Note: Please note that Bidders should make On-line payment for Transaction fee by Net banking/Credit card/Debit card in favour of MSTC Limited, Kolkata, through a link "Transaction Fee Payment" and select the e-tender to make the payment . System will display the transaction fee for the selected e-tender.	Rs.1000/- (Plus 18% GST Extra) Payment of Transaction fee by NEFT in favour of MSTC LIMITED (refer clause. No. 4 of Annexure-I) <i>The vendor shall have the facility of making the payment either through NEFT or Online Payment (Debit cards, Credit cards and Net banking)</i> Transaction fee remitted by the bidder will be refunded by IREL after opening bid. Bank details of bidder shall be uploaded for refund.
e.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/irel	11/12/2020 - 12.00 HRS
f.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	01/01/2021 - 17.00 HRS
g.	Date & time of opening of Part-I : (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	02/01/2021 - 10.00 HRS
h.	Validity of Tender	30 days from the date of opening of Techno-Commercial bid.

LIST OF ANNEXURES

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IMPORTANT INSTRUCTIONS (E -TENDERING USING MSTC PORTAL)

This is an e-procurement event of IREL (India) Limited, Udyogamandal. The e-procurement service provider is MSTC Limited., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>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 P.C. connected with Internet. MSTC/ IREL (India) Limited is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE SEPARATELY AT https://www.mstcecommerce.com/eprochome/irel/buyer_login.jsp</p> <p>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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC/ IREL (India) Limited, (before the scheduled time of the e- tender).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Contact person (MSTC)</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; vertical-align: top;"> Sri. Arnab Sarkar Mobile : 09986036012 Phone : 080-22260054, Ext: 208 Email: asarkar@mstcindia.co.in </td> <td style="width: 50%; vertical-align: top;"> Sri. Ravindranath KB Mobile : 07676456095 Phone : 080-22260054, Ext: 205 Email: ravindranathkb@mstcindia.co.in </td> </tr> <tr> <th colspan="2" style="text-align: center;">Contact person (IREL)</th> </tr> <tr> <th style="text-align: center;">For Commercial Clarifications</th> <th style="text-align: center;">For Technical Clarifications</th> </tr> <tr> <td style="vertical-align: top;"> Sri. K. Suresh Kumar DGM (Purchase) Phone : 0484-2545199 Email : purchase-red@irel.co.in </td> <td style="vertical-align: top;"> Sri. K. Sankaralingam Manager (Civil) Mobile # 7593880815 Email: civil-red@irel.co.in </td> </tr> </tbody> </table>	Contact person (MSTC)		Sri. Arnab Sarkar Mobile : 09986036012 Phone : 080-22260054, Ext: 208 Email: asarkar@mstcindia.co.in	Sri. Ravindranath KB Mobile : 07676456095 Phone : 080-22260054, Ext: 205 Email: ravindranathkb@mstcindia.co.in	Contact person (IREL)		For Commercial Clarifications	For Technical Clarifications	Sri. K. Suresh Kumar DGM (Purchase) Phone : 0484-2545199 Email : purchase-red@irel.co.in	Sri. K. Sankaralingam Manager (Civil) Mobile # 7593880815 Email: civil-red@irel.co.in
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	<p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows 7 and above Operating System ii) IE-9 and above Internet browser. iii) class 3 Signing type digital signature iv) Windows x86 offline version of latest JAVA to be downloaded and installed in the system. <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(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.</p> <p>(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 (India) Limited, UDL. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>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.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p><i>Bidders should make On-line payment for Transaction fee by Net banking/ Credit card/Debit card in favour of MSTC Limited, Kolkata, through a link "Transaction Fee Payment" and select the e-tender to make the payment. System will display the transaction fee for the selected e tender.</i></p> <p>Transaction fee remitted by the bidder will be refunded by IREL (India) Limited after opening bid.</p> <p>Contact Details :</p> <p>HELP DESK NO.</p> <p>03340645207/03340609118/03340645316/03322831002/03322891401/03322891005/ 03322901004/ 03322895064</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, rpradhan@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</p>

	<p>will not be accepted.</p> <p>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>
5.	Vendors are instructed to use Attach Docs link in Tender Floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL (India) Limited 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).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the Bidders.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/irel of MSTC Limited.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender & Reverse auction:</u></p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD (or necessary certificate for exemption of EMD as described in NIT) and Transaction fees to be eligible to bid online in the e-tender. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by IREL (India) Limited. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees (or necessary certificate for exemption of EMD as described in NIT) can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/GovtDepts → IREL → Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event → 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. 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. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid

	<p>6. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>7. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>8. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>9. 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 be called hereafter SUPPLIER.</p> <p>10. 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>11. 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>12. 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>13. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	IREL (India) Limited, UDL has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Limited.
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.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

INSTRUCTIONS TO TENDERERS**1. TENDER SUBMISSION**

The Tender shall be submitted as per the following:

2. **TECHNO COMMERCIAL BID:** All the tender terms to be agreed. Bidder should not quote price in the techno-Commercial bid
3. **PRICE BID:** shall contain only the **Price**.
4. **LAST DATE FOR SUBMISSION OF TENDER:** 01/01/2021, 17:00hrs. (IST).

IREL (India) limited may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid received after the aforesaid time and date or the extended time and date, if any, shall not be Considered for evaluation.

5. VALIDITY OF BID

30 days from the date of opening of Technical bid.

6. 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.

7. AMENDMENTS

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** and the same may be intimated accordingly.

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.

8. CONTRACT PRICE

The Tenderer shall fill up the appropriate price Schedules against **Price schedule** included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of the supply and will not be subject to variation on any account.

9. DISPATCH INSTRUCTIONS

Transport receipts should be forwarded to this office under cover of a packing note bearing the number and date of this order. Clean transport receipts together with bills in triplicate should be sent to company's office without loss of time so as to avoid demurrage. Clean transport receipts shall not however be considered as sufficient proof that goods are securely packed. Any damage and / or pilferage in transit shall be borne by the supplier.

10. **QUALITY:** Company shall be free to reject the goods unless their quality is approved by IREL (India) Limited.

11. **REJECTED GOODS:** Rejected goods lying in company's works will be at supplier's risk and shall be removed by them at their own cost immediately on receipt of advice from

company to this effect. Company shall be entitled to recover from the supplier the full amount of transport, freight and other charges, if any, incurred in respect of rejected goods.

12. **INSURANCE:** Supplier shall insure at his cost the goods for all transit risks.
13. **ACCEPTANCE:** The vendor shall return duplicate copy of purchase order and other enclosed terms and conditions duly signed as a token of acceptance within 15 days from the date of receipt of order.

Important documents to be submitted/uploaded along with Techno Commercial bid
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| <ol style="list-style-type: none">1. Copy of valid MSME certificate if any.2. Copy of GST certificate.3. Copy of PAN card.4. Bank details5. Address & Contact details (Phone/ mobile, emails id (s) etc.) |
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GENERAL CONDITIONS OF THE CONTRACT

This document shall accompany and be a part of the tender. General conditions of procurement shall include the following clauses:

- 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.
 - 1.1 Purchaser/Company/contractee/ IREL (India) Limited
The 'Purchaser/Company/contractee/ IREL (India) Limited' shall mean IREL (India) Limited, Rare Earths Division 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 2.0 CONFLICT AND INTERPRETATION OF DOCUMENTS**
- 2.1 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.
- 2.2 Word imparting masculine gender includes the feminine gender and vice versa where the ontext so requires.
- 2.3 The several documents forming the contract are to be taken as mutually explanatory of one another.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.
- 3 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.

4 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.

5.0 ASSIGNMENT AND SUBLETTING

5.1 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.

5.2 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.

6 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 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.

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

8. SECURITY DEPOSIT (SD)

The successful tenderer is required to furnish Bank Guarantee/NEFT in favour of IREL (India) Limited., RED for an amount equivalent to three (3) per cent of the contract value towards Security Deposit (SD) towards the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of order or before supply whichever is earlier. The Security Deposit (SD) shall not bear any interest.

9.0 LIQUIDATED DAMAGES (LD)

9.1 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.

9.2 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.

9.3 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.

10. PERFORMANCE TEST: Not Applicable

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 Supply of tested Panel after performance test at IREL Store.

11.0 FORCE MAJEURE

11.1 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.

11.2 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.

11.3 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.

- 11.4 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.

15.0 **METHOD OF BLACK LISTING VENDORS**

- 15.1 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.

- 15.2 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.

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

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

- 15.4 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.

- 15.5 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.

16. **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.

17. JURISDICTION

The courts within the local limits of whose jurisdiction the place from which the purchase 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.

18. 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.

19 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 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.

20 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.

21. 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.

22. **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 of 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.

23.0 **EVALUATION OF BIDS / PLACEMENT OF ORDER**

- 23.1 Contract will be awarded to technically and commercially qualified bidder with the lowest price (L1). The L1 is arrived by combining the cost of all the items as per the Price Schedule and by considering the benefits to IREL (India) Limited.

24.0 PRICE PREFERENCE FOR MICRO AND SMALL ENTERPRISES

24.1 Micro and Small Enterprises quoting price within price band of L1+15 per cent shall be awarded 20 per cent of the quantity of works by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be awarded works up to 20 percent of total tendered value.

24.2 The bidder must have registered in TReDS portal as per Govt. guide lines. TReDS is an online discounting platform is primarily meant for MSME vendor to get their trade receivables financed through auction mechanism where multiple financiers can participate in a very transparent manner. The main objective of the TReDS platform is to help MSME vendor get trade receivables financed based on the credit profile of your customer (Buyer) and immediate payment once the trade receivables are financed. Receivables Exchange of India Limited (RXIL), is jointly promoted by Small Industries Development Bank of India (SIDBI), the apex financial institution for promotion and financing of MSMEs and National Stock Exchange of India Limited. (NSE), the premier stock exchange, to operate TReDS platform as per the RBI TReDS guidelines. SBI Group, ICICI Group & Yes Bank are the other stakeholder of RXIL. IREL (India) Limited have already registered with RXIL-TReDS platform for MSME Vendor Bill Discounting and as per the notification provided by the GOI, it is mandatory to get all the MSME vendors registered on the platform. Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>. The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI. After getting registered, Vendors will be provided a BUYER SELLER Link from IREL which they are required to accept for any transaction. For any registration queries, vendors may please contact, Ms. Kamini Joshi: +91 70425 34926 or RXIL Relationship manager to IREL Mr.Suman Garai: +91 91059 01069

25. VARIATION IN QUANTITIES

25.1 Quantities stated under each item in the Specification or Price Schedule is approximate only. The contractor must be willing to accept any variation in quantities and the unit rate quoted shall remain unchanged.

25.2 The company reserves the right to cancel any part of the work if the same is not required to fulfill the objectives of the specific work contract.

SPECIAL CONDITIONS OF THE CONTRACT (SCOC)

1. SCOPE OF WORK

Supply of steel items as per the BOQ attached in Annexure-V.

2. DELIVERY SCHEDULE

Material shall be delivered to Stores, IREL (India) Limited, Udyogamandal on F.O.R. Basis within 28 days after receiving Purchase order. Seven days' time from the date of dispatch/posting of order/letter by IREL will be considered for the receipt of order, unless proven otherwise by the supplier.

3. TERMS OF PAYMENT

Payments will be made through e-payment within 30 days of receipt and acceptance of the material at our Stores at Udyogamandal.

BILL OF QUANTITIES

Sl. No.	Description of Items	Qty.	Unit
1	CHANNEL MS ISMC 125 Standard length of 5-6 m, without any bend, twist etc Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	8500	Kgs
2	ANGLE EQUAL MS 75 X 75 X 8 MM Standard length of 5-6 m, without any bend, twist etc Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	3500	Kgs
3	ANGLE EQUAL MS 75 X 75 X 6 MM Standard length of 5-6 m, without any bend, twist etc Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	500	Kgs
4	ANGLE EQUAL MS 65 X 65 X 8 MM Standard length of 5-6 m, without any bend, twist etc Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	3000	Kgs
5	PLATE MS PLAIN 12 MM Approx. Size 6.3 m x 1.25 m, without any bend, twist etc., Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	300	Kgs
6	PLATE MS PLAIN 8 MM Approx. Size 1.25 m width x 6.0 m length, without any defects, bends, twist etc., Make:SAIL/VIZAG/TATA/JINDAL/ESSAR	700	Kgs

Price bid formula**a= Basic price in Rs****b=Packing & Forwarding charges in Rs****c=Transportation charge in Rs****d= GST in %****Grand Total = (a+b+c)+(a+b+c)*d/100**

TECHNO- COMMERCIAL TERMS FOR TENDERER’S RESPONSE

Sl. No	Terms	Response
1	Tenderer must carefully study the GCOC & SCOC before participation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2	Upload scanned copy of certificates showing that bidders are MSE with current valid registration	AGREE
3	The bidder shall agree to validity of 30 days from the date of opening of Techno-Commercial bid	AGREE
4	<u>Rates:</u> The rates are to be quoted as per SCOC & BOQ.	AGREE
5	The bidder shall agree to our payment terms & delivery schedule as per tender	AGREE
6	Make: SAIL/VIZAG/TATA/JINDAL/ESSAR	AGREE WITH REMARKS
7	Submit Bank details for Net Banking (A/c number /Branch name/IFSC code etc.)	AGREE WITH REMARKS
8	Copy of GST IN Certificate of Bidder shall be uploaded	AGREE WITH REMARKS
9	Name & Full address of the bidder to be uploaded	AGREE WITH REMARKS
10	Contact number (s) & email id (s) to be uploaded	AGREE WITH REMARKS
11	Technical specifications as per tender (No deviations shall be accepted)	AGREE

निविदा और अन्य व्यावसायिक लेनदेन में- नैतिकता ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

प्रिय महोदय Dear Sir,

आईआरईएल (इंडियालिमिटेड), परमाणु ऊर्जा विभाग के प्रशासनिक नियंत्रण के अधीन एक भारत सरकार उपक्रम, सरकारी नियमों और सार्वजनिक क्षेत्र के उपक्रम के नियम और अन्य वैधानिक एजेंसियों के विनियम के अनुसार अपना कारोबार कर रही है। व्यापार अच्छा कॉर्पोरेट प्रशासन के साथ एक नैतिक, तर्कसंगत और निष्पक्ष तरीके से किया जाता है।

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.

हमारे व्यवहार में अधिक पारदर्शी होने और हमारी विचारधारा का समर्थन करने के हमारे प्रयास में, सभी विक्रेताओं, ग्राहकों और व्यावसायिक भागीदारों से अनुरोध है कि वे हमारी कंपनी के साथ व्यवहार करने के पक्ष में किसी भी कर्मचारी को कोई उपहार और या प्रलोभन न दें। उपर्युक्त के प्रति आपकी प्रतिबद्धता के आश्वासन में, यदि आप संलग्न वचन पत्र-को भरें, हस्ताक्षर करें और उनका पालन करें, तो इसकी बहुत सराहना की जाएगी।

In our endeavor 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 favor 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.

कंपनी के किसी भी कर्मचारी द्वारा मांगे गए किसी भी उपहार और या प्रलोभन की रिपोर्ट तुरंत निम्नलिखित में से किसी एक / को दी जानी चाहिए

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

<p>अध्यक्ष एवं प्रबंध निदेशक आईआरईएल लिमिटेड (इंडिया) 1207, वीमार्ग.सा., प्रभादेवी मुंबई 400028 दू.भा.022-24225778 ई मेल : cmd@irel.co.in Chairman & Managing Director IREL (India) Limited.,1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778, Email:cmd@irel.co.in</p>	<p>मुख्य सतर्कता अधिकारी आईआरईएल लिमिटेड (इंडिया) 1207, वीमार्ग.सा., प्रभादेवी मुंबई 400028 दू.भा.022-24225778 ई मेल : cvo@irel.co.in Chief Vigilance Officer, IREL (India) Limited., 1207, V.S. Marg, Prabhadevi, Mumbai 400 028 Ph:022-24221068, Email:cvo@irel.co.in</p>
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हम आपको विश्वास दिलाते हैं कि आपके द्वारा इस विषय पर की गई शिकायतों को, यदि है तो, गोपनीय रखा जाएगा और निष्पक्ष जांच की जाएगी और उचित कार्रवाई की जाएगी। इसी तरह, वचनबद्धता के प्रति आपकी प्रतिबद्धता को छोड़कर, इसके उल्लंघन होने पर हम कंपनी के प्रचलित नियम के अनुसार परिणाम देंगे।

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.

धन्यवाद Thanking you,

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

ह 0Sd/-

नाम Name: ए. वीरमणि A. VEERAMANI

पदनाम Designation: महा प्रबंधक एवं प्रधान, रे.अ. प्रभाग GM & HEAD, R.E. Division

वचन पत्र UNDERTAKING

तारीख Date:

सेवा में To,

आईआरईएल लिमिटेड (इंडिया) IREL (India) Limited.,
1207, वी .एस. मार्ग V.S. Marg,
प्रभादेवी Prabhadevi
मुंबई Mumbai 400 028.

मैं हम /..... आईआरईएल (इंडियाअब कंपनी) लिमिटेड (ग्राहक हैं । / का एक विक्रेता (के रूप में संदर्भित किया जाएगा I / We am / are a Vendor / Customer of IREL (India) Limited (now onwards to be referred as Company).

मैं हम सहमत हैं और वचन / देते हैं । / We agree and undertake:

कंपनी के कॉर्पोरेट कार्यालय और या / इसके किसी भी क्षेत्र इकाइयों यानी एमके, चवरा, ऑस्कॉम, आरईडी एवं आईआरईआरसी के साथ मेरे हासिल करने के संबंध में कंपनी के किसी भी कर्मचारी को कोई / हमारे व्यवहार पाने / या प्रलोभन प्रदान नहीं / उपहार और किया जाएगा

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

कंपनी के किसी भी कर्मचारी द्वारा कंपनी और हमारे / हमारे व्यवहार में मेरे / या उसके क्षेत्र इकाइयों के साथ मेरे / या / पक्ष में देने के लिए किसी भी उपहार और प्रलोभन की तत्काल रिपोर्ट किया जाएगा

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

हस्ताक्षर Signature.....

नाम Name.....

विषय Title.....

कंपनी का नाम एवं पता (मुहर सहित)

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

BANK DETAILS

IREL (India) Limited Bank Details.

- 1. Name of the Bank : State Bank of India
Udyogamandal Branch,
Udyogamandal
Kochi- 683 501
- 2. Account Type : Current Account
- 3. Account Number : 57017844321
- 4. IFSC Code : SBIN0070158

IREL (India) Limited, RED, GST IN: ID No. 32AAACI2799F2ZM

Bidders (Pl. Provide the details):

- 1. Name of the Bank :
-
- 2. Account Type :
- 3. Account Number :
- 4. IFSC Code :