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आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्वमेंडिंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI8187

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



निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

a	E-Tender No. / Date	IREL/Udyogamandal/22-23/ET/69 Dated: 01/03/2023
b	Description of work	Repair and installation of Calciner -1- Retort
c	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.
d	Type of Tender	Public
e	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.1,000/- (Plus 18% GST Extra) Payment of Transaction fee by NEFT in favour of MSTC LIMITED (refer clause. No. 4 of Annexure-I) Transaction fee remitted by the bidder will be refunded by IREL after opening bid. Bank details of bidder shall be uploaded for refund.
f	Earnest Money Deposit (EMD)	5,000/- (Details as per clause 9, Annexure -II)
g	Estimated Value	Rs.1,76,000/- (Inclusive of All)
h	Date of NIT available to parties to download	
i	Date of Starting of e-Tender for submission of on line bid	01/03/2023- 16.00 HRS
j	Date of closing of e-tender for submission of on-line bid	11/03/2023 -10.00 HRS
k	Date & time of opening of Part-I : (i.e. Techno-Commercial Bid) (Part-II Price Bid: Date of opening of shall be informed)	11/03/2023- 11.00 HRS
l	Pre-Qualification Criteria	As per Annexure-III.
m	Validity of Tender	90 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> <table border="1" data-bbox="264 1261 1407 1765"> <tr> <th colspan="2">Contact person (MSTC)</th></tr> <tr> <td>Mr. Shriyansh Jain, Dy. Manager Mob: 7411651015 Email: sjain@mstcindia.co.in</td><td>Shri. Ravindranath KB Mobile : 07676456095 Phone : 080-22260054, Ext: 205 Email: ravindranathkb@mstcindia.co.in</td></tr> <tr> <th colspan="2">Contact person (IREL)</th></tr> <tr> <th>For Commercial Clarifications</th><th>For Technical Clarifications</th></tr> <tr> <td>Shri. R. Abel Devadhasan CM (Technical) Purchase Ph.# 0484-2545199 Email : purchase-red@irel.co.in</td><td>Shri. Anurag Pandey AM-Technical (MM) Phone: 7376933780 Email: mechanical-red@irel.co.in</td></tr> </table> <p>In case of any clarification, please contact MSTC/ IREL (India) Limited, (before the scheduled time of the e- tender).</p> <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 	Contact person (MSTC)		Mr. Shriyansh Jain, Dy. Manager Mob: 7411651015 Email: sjain@mstcindia.co.in	Shri. Ravindranath KB Mobile : 07676456095 Phone : 080-22260054, Ext: 205 Email: ravindranathkb@mstcindia.co.in	Contact person (IREL)		For Commercial Clarifications	For Technical Clarifications	Shri. R. Abel Devadhasan CM (Technical) Purchase Ph.# 0484-2545199 Email : purchase-red@irel.co.in	Shri. Anurag Pandey AM-Technical (MM) Phone: 7376933780 Email: mechanical-red@irel.co.in
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	<p>iv) Windows x86 offline version of latest JAVA to be downloaded and installed in the system.</p> <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><u>Special Note towards Transaction fee:</u></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 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.	<p>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.</p>
6.	<p>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).</p>

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"> 1. 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. 2. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. 3. 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 → 4. 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. 5. 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 be 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 6. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. 7. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. 8. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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. 10. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. 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
	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.
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. **TECHNO COMMERCIAL BID:** Bidder has to agree all the tender terms & conditions. Bidder should not display the price in the Techno-Commercial bid.
2. **PRICE BID:** shall contain only the **Price**.
3. 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.
4. **VALIDITY OF BID:** 90 days from the date of opening of techno-commercial bid.
5. **ACCEPTANCE OF TENDER:**

IREL (India) Limited reserves the right to accept or reject the tender without assigning any reasons and does not bind themselves to accept the lowest offer.
6. **AMENDMENTS**
 - i) 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 by issuing corrigendum.
 - ii) 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.
7. **CONTRACT PRICE**

The Tenderer shall fill up the appropriate price Schedules against Price schedule as detailed below 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 contract and will not be subject to variation on any account. In case of any discrepancy between the rate and amount, the rate will be governed and between figures and words, word will prevail. The decision of Competent Authority in this regard shall be final and binding on all parties.
8. **EVALUATION AND AWARD OF CONTRACT**

Contract will be awarded to technically and commercially qualified bidder with lowest price (L1). Cost net of tax benefits to IREL (India) Limited will be considered for evaluation of L1.
9. **EARNEST MONEY DEPOSIT (EMD)**

The bidder has to remit Rs.5,000/- (Rupees Five Thousand only) towards Earnest Money Deposit by NEFT/BG in favour of M/s IREL (India) Limited drawn on any Scheduled / Nationalised Bank payable at Udyogamandal. EMD if remitted by NEFT, UTR No. with bank details to uploaded alongwith technical bid. In case where the EMD is provided in form of BG in the prescribed format attached, the BG shall be obtained from a scheduled Bank and scanned copy of BG shall be attached during submission of tender and original shall be sent to IREL so as the same reaches IREL before the due date of opening of Tender, or else Offer may not be considered for evaluation. No interest is payable on EMD.

Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority. EMD shall be exempted to MSEs as per prevailing guidelines in this regard.

EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit SD as stipulated in the tender.

The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable will be returned within 30 days after the finalization of order.

10. **MSE Purchase Preference**

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. In tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value as per guideline.
4. Estimated Bid Value indicated is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any 2 / 10 impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid process.

REQUIRED DOCUMENTS ALONGWITH TECHNICAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	PROOF OF SUBMISSION OF EMD / VALID EXEMPTION CERTIFICATE (If Applicable).	
2	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA.	
3	SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Duly filled wherever applicable).	
4	COPY OF GST & PAN CERTIFICATES.	
5	ACCEPTANCES OF TECHNICAL SPECIFICATION AND NIT TERMS & CONDITIONS AND SUBMISSION OF “NIL DEVIATION STATEMENT”-ANNEXURE-A	
6	UNDERTAKING- ANNEXURE-B TO BE UPLOADED AFTER DUE ENTRY.	
7	BANK DETAILS -ANNEXURE-C TO BE UPLOADED AFTER DUE ENTRY.	
8	VENDOR UP-DATION DETAILS- ANNEXURE-D TO BE UPLOADED AFTER DUE ENTRY.	
9	PROFORMA FOR BANK GUARANTEE FOR EMD- ANNEXURE-E TO BE UPLOADED AFTER DUE ENTRY (IF APPLICABLE).	
10	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

PRE-QUALIFICATION CRITERIA (PQ)

1.0 **Party shall submit the copy of the purchase order for Fabrication of Retort for Retort Tube Calcliner along with the completion certificate/tax invoice.**

2.0 MICRO & SMALL ENTERPRISES & STARTUP'S

2.1 **MSE:** The MSE's registered with National Small Industries Corporation (NSIC) are eligible for relaxation of prior experience / prior turnover criteria subject to meeting of quality and technical specification.

2.2 CONDITIONS FOR START-UP COMPANIES

1. Subject to meeting of Quality and Technical specifications, IREL (India) Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of technical bid.
3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL(India)Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GOI guidelines.
5. Start-up Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

2.3 DECLARATION IN CASE OF MSE BIDDERS / START-UP COMPANIES

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

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

Repair and installation of calciner retort which includes:

- a. Preparation of drawing of SS-310 Retort Tube short piece of 1 metre length suiting to the site condition.
- b. Fabrication & Supply of SS-310 Retort Tube short piece of 1 metre length including fixing of baffles inside the retort.
- c. Cutting/removing the damaged portion of the existing retort and welding of newly fabricated 1 metre short piece of retort tube with baffles, suitable to Rotary Calciner Retort.
- d. Installation and alignment of repaired Retort into the Rotary Calciner.

2.0 DETAILS OF WORK

- a. The Contractor has to visit the site, and as per the site measurement contractor has to prepare and submit the drawing to IREL for approval purpose. After the approval, the contractor has to start the fabrication works.
- b. Retort Tube of Rotary Calciner is broken into 2 pieces from the middle portion. Party has to remove the damaged portions of the retort from both the pieces.
- c. Party has to fabricate and supply the retort short piece of 1m length and weld both the pieces with the newly fabricated short retort piece in such a way that baffles from the other two pieces shall be aligned with the newly fabricated short piece. After joining the short piece the total length of the retort shall remain unchanged and suiting to the size of the Calciner.
- d. The welding joint of the new piece with the old piece is again welded, over and above by the belt of flat size of SS 310 50x6.
- e. There are total 4 baffles inside the retort made of SS310 Flat of size 50x6mm. Outer body of the retort is also of SS 310 material. The operating temperature of the retort is 1000°C for that appropriate welding electrodes shall be chosen for doing welding works. The baffles inside the retort shall be continuous welded from both the sides with the body of the retort piece.
- f. Party may fabricate the short pieces at their site and supply the retort piece at the installation site.
- g. After procuring the SS 310 sheets/material for fabrication, the contractor should submit the bills and material test certificate from the supplier/approved Government recognized agencies for verification by IREL within 30 days of acceptance of the work order. The work shall commence only after getting the approval from IREL. However this will not absolve the contractor from supplying the retort with exact quality material mentioned in the order. Party shall submit the cut sample of the SS 310 sheet procured for fabrication of Retort Short piece along with the supply.
- h. The retort is to continuously work at a temperature of 1000 degree centigrade. All welding joints shall be properly ground to have smooth outer finish. Welding electrodes and wires shall have chemical composition and mechanical properties equal to or higher grade than the base material. TIG welding shall be used for joining baffles as well as body of the retort.
- i. The baffle plates must be continuous welded on both sides of the baffles. All circumferential joints may be provided with SS310 belting with 50x6 mm flat. During welding and fabrication, utmost care is to be taken to see that the straightness of the retort is maintained.
- j. IREL reserves the right to carry out inspection at the Party's site during the course of work.

3.0 TERMS AND CONDITIONS

- a. The Contractor has to take measurements suiting to site conditions and submit the drawing to IREL and get it approved before starting the fabrication. After verification IREL will approve within 3 days.

- b. After getting approval from the IREL party has to start the fabrication work.
- c. Any miscellaneous works/items required for the completion of the work has to be arranged/carried out by the party as per the instruction of EIC.

4.0 **DELIVERY SCHEDULE**

- a. Our order will be deemed to have accepted on the seventh day of the release of order even if acceptance letter is not provided by the party.
- b. The party has to submit the drawing of SS 310 retort piece within 15 days of the acceptance of the order, for verification / approval by IREL. Also, the party has to submit the invoice copy of the welding electrode, material test certificate for SS 310 sheets and flats within 30 days from the date of acceptance of work order to ensure quality of the material & work.
- c. The submitted drawing will be checked and approved by IREL within 3 working days and will be informed to the contractor accordingly.
- d. After approval by the IREL, the contractor has to complete the fabrication of retort piece at his site/workshop. After completion of fabrication work, party has to supply the retort short piece at IREL site.
- e. At IREL site contractor has to cut the damaged portion of the Retort from both the pieces and weld the newly fabricated retort piece as per the instructions given by the EIC.
- f. After repair work is completed, the contractor has to install the repaired retort piece to the Calciner while ensuring proper alignment of the retort tube.
- g. All the work shall be completed within 45 days of the acceptance of the work order.

5.0 **GUARANTEE**

The entire work must be guaranteed for quality of materials used and good workmanship for a period of 1 year from the date of installation of the retort at our site at IREL. Any repair / maintenance in the newly fabricated short piece retort due to poor workmanship or improper use of materials like SS 310 sheet, flats or welding electrode will have to be attended by the contractor at IREL site within the guarantee period free of cost.

6.0 **IREL SCOPE OF SUPPLY**

Chain Blocks (maximum 2 nos. of 1Ton capacity or less as per requirement), Electricity, Air and Water from a single point will be made available free of charge.

7.0 **CONTRACTORS SCOPE OF SUPPLY**

All materials necessary for fabrication and installation; welding machines, welding electrodes, fasteners other tools and tackles, etc. required for the fabrication, installation and repair works of the Calciner retort.

8.0 **PAYMENT TERMS:**

No advance payment will be made. 97% of the order value will be given after satisfactory completion of the work in all respects as per the terms of contract. Balance 3% will be retained by IREL as retention deposit. The retention money will be refunded after the guarantee period or on submission of BG for an amount equivalent to retention amount valid up to the guarantee period. The retention deposit will be refunded after the successful completion of guarantee period duly certified by the EIC. The retention deposit shall not bear any interest.

9.0 **ENGINEER IN CHARGE** (EIC)

Anurag Pandey, Assistant Manager-Technical (Mechanical Maintenance) will be Engineer in charge for the work.

10.0 **SITE INSPECTION**

10.1 The bidders are advised to inspect the site before submitting their quotation.

10.2 Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of site in charge.

10.3 The bidders are also advised to study the labour supply / availability, trade union practices and labour rates prevailing in and around the Udyogamandal industrial belt.



BILL OF QUANTITIES (BOQ)

Sl. No	Description of work	Unit	Qty.
1	Repair and installation of calciner retort as per the scope & details of work.	Lumpsum	1

Price Bid Formula

a = Basic price per unit in Rs. / b = GST in % / Formula = $a + (a \times b / 100)$

GENERAL CONDITIONS OF THE CONTRACT (GCOC)

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 **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.
 - 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 **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.

3 CONFLICT AND INTERPRETATION OF DOCUMENTS

- 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.
- 3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.
- 3.4 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.
- 3.5 The successful bidder shall notify IREL, 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
- 3.6 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.
- 3.7 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

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.

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.

6 INSPECTION OF SITE

The bidders are advised to inspect the site before submitting their offers. Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of Engineer concerned of Maintenance Section. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

7 ASSIGNMENT AND SUBLETTING

- 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.
- 7.2 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.

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.

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.

10 **SECURITY DEPOSIT (SD)**

The successful tenderer is required to furnish Insurance Surety Bond /Bank Guarantee from scheduled or nationalised/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) for the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of order /LOI or before commencement of work at site whichever is earlier. The Security Deposit (SD) shall not bear any interest. The SD shall be refunded after successful completion of the contract including Warranty/Guarantee obligations, if any.

11 **RETENTION MONEY**

Retention Money @ 10% shall be retained from each progressive / interim bill or on total order value executed. Security Deposit (SD) and Retention Money shall not be more than 10% of the work order value. The retention money shall not bear any interest.

The Retention Money will be refunded only on expiry of work order.

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

- i. In case of any failure whatsoever on the part of the 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.

12. **LIQUIDATED DAMAGES (LD)**

12.1 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.

12.2 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.

12.3 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.

13 **FORCE MAJEURE**

13.1 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 IREL (India) Limited/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.

13.2 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.

13.3 If a Force Majeure situation arises, IREL (India) Limited/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 IREL (India) Limited 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.

13.4 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.

14 **PERFORMANCE TEST**

14.1 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.

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

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

15 **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 authorised.

16 **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.

17. **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.

18 **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.

19 **METHOD OF BLACK LISTING VENDORS**

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

20 **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.

21 **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.

22

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.

23

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, 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.

24

JURISDICTION

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

25

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.

26

RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

27

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.

28

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.

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;

- i. Successful tenderer fails to comply with the terms of the work/service order
- ii. Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- iii. Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- iv. Successful tenderer becomes bankrupt or goes into liquidation.
- v. 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 work/service 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.

30 **EVALUATION OF BIDS / PLACEMENT OF ORDER**

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.

31 **PRICE PREFERENCE CLAUSES**

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

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

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit.

The MSE's / Startups are required to submit valid Registration Certificate issued by NSIC along with tender.

MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India) Limited.

31.1 **CONDITIONS FOR START-UP COMPANIES**

- 31.1.1 Subject to meeting of Quality and Technical specifications, IREL(India)Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- 31.1.2 The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- 31.1.3 Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.
- 31.1.4 However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL(India)Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
- 31.1.5 Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

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

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

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.

- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

31.3 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

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

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

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

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

If against an order placed by IREL (India) Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details.

like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

32 **RXIL (TReDS) PLATFORM**

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

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

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

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

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

For any registration queries, vendors may please contact,

*RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 email: satyajeet.jathar@rxil.in
RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in*

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

IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 email: kvramakrishna@irel.co.in

33 **OTHER TERMS & CONDITIONS**

33.1 **Reporting Accidents to Labour**

You shall be responsible at your expense for the safety of all employees and / or workmen employed or engaged by you on and in connection with the work in accordance with the laws framed from time to time and shall report to you all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering all possible aid to the victims of the accidents.

33.2 **Workmen's Compensation**

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

33.3 IREL shall not be responsible for any expenses towards compensation for workmen on any account. You shall before commencing the work to cover liability for the workmen employed by him as per the Workmen's Compensation Act, 1923 and shall produce the same to IREL.

33.4 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities along with a copy of challans for having deposited PF & ESI contributions every month.

33.5 **Medical care in case of accident**

It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC. Contractor should assist and guide his employees for claiming lawful benefits from ESI.

33.6 **Records & information to be furnished by contractor**

33.6.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for workers employed etc. inspection by various authorities at short notice.

33.6.2 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F/ESI and also to enable him to furnish information to Ministry and Labour department as may be required.

33.6.3 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

33.6.4 Contractor shall arrange police verification report for the employed workmen for the work and submit the copy to IREL Security I/C.

33.6.5 Contractor shall submit medical certificate obtain from any Govt. medicals for the workman employed for the work.

33.6.6 **EMPLOYMENT LIABILITY**

You are solely and exclusively being responsible for engaging or employing persons for the execution of this work. All employees engaged by you shall be in its pay roll and be paid by you. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service by you. You shall indemnify IREL (India) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. You shall make regular and full payment of wages along with statutory dues to the workmen within 5th of the following month irrespective of whether you are raised the bill or not and furnish necessary documents whenever required by the competent authority. You shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL (India) Limited, RED indemnified against losses, damages or claims arising thereof. ii. In case of complaint of non-fulfilment of any obligation under the contract, IREL (India) Limited reserves the right to with hold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working. There will be no relations of employer and employee between our IREL (India) Limited and the personnel so engaged by you under the contract and no claims for any employment in IREL (India) Limited will be entertained or tenable. It shall be the sole responsibility of yours to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

34. **VARIATIONS /DEVIATIONS / AMENDMENTS**

34.1 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.

34.2 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.

34.3 Upto 10% variation in the execution of works contracts order of the total works contract value for sanctioned contract value is allowed without issue of amendment/ revision in the work order.

35.0 **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district -wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point sources for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, Planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas proves necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic Zone (II TO V) for earthquakes
- ii) Wind velocity (Basic Wind Velocity:55,50, 47, 44, 39 &33 m/s)
- iii) Area liable to floods and Probable max.surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

36.0 **MSDE GUIDLINE - SKILL INDIA**

The successful bidder should ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work, under the project, at the cost of the service provider / bidder.

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 proof of submission of EMD / Copy of valid exemption certificate	AGREE
3	Upload scanned copy of signed and seal affixed IREL tender document as a token of acceptance of all terms and conditions	AGREE
4	The bidder shall agree to validity of 90 days from the date of opening of Techno-Commercial bid	AGREE
5	<u>Rates:</u> The rates are to be quoted as per SCOC & BOQ.	AGREE
6	The bidder shall agree to our payment terms & Completion period as per tender	AGREE
7	Submit Bank details for Net Banking (A/c number /Branch name/IFSC code etc.)	AGREE
8	Copy of GST IN PAN Certificate of Bidder shall be uploaded	AGREE
9	Name & Full address, Contact number (s) & email id (s) of the bidder to be uploaded	AGREE
10	Technical specifications as per tender (NIL deviation Statement)	AGREE

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

प्रिय महोदय Dear Sir,

आईआरईएल (इंडिया लिमिटेड, 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 निम्न लिखित 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 (इंडिया लिमिटेड) 1207, वी.सा.मार्ग, प्रभादेवी मुंबई 400028 दूरभा 24225778-022 . 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 (इंडिया लिमिटेड) 1207, वी.सा.मार्ग, प्रभादेवी मुंबई 400028 दूरभा 24225778-022 . 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 (इंडिया लिमिटेड) For IREL (India) Limited

ह0Sd/-

श्री आर एबेल देवदासन Shri. R. Abel Devadhason

मुख्य प्रबंधक (तकनीकी), क्रय Chief Manager (Technical), Purchase

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited
रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'
- b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

वचन पत्र UNDERTAKING

तारीखDate:

सेवा मेंTo,

आईआरईएल)इंडिया (लिमिटेडIREL (India) Limited.,

1207, वी.एस.मार्गV.S. Marg,

प्रभादेवीPrabhadevi

मुंबईMumbai 400 028.

मैं /हम..... आईआरईएल (इंडिया (लिमिटेड
)अबकंपनीकेरूपमेंसंदर्भितकियाजाएगा (काएकविक्रेता / ग्राहकहैं।

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

मैं /हमसहमतहैंऔरवचन देते हैंI / We agree and undertake:

कंपनी के कॉरपोरेट कार्यालय और /याइसकेकिसीभीक्षेत्रइकाइयोंयानीएमके, चवरा, ऑस्कॉम, आरईडी एवं आईआरईआरसी के
साथ मेरे /हमारेव्यवहारपाने / हासिलकरनेकेसंबंधमेंकंपनीकेकिसीभीकर्मचारीकोकोईउपहारऔर / याप्रलोभनप्रदाननहीं 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 /याउसकेक्षेत्रइकाइयोंकेसाथमेरे / हमारेव्यवहार में मेरे /
हमारेपक्षमेंदेनेकेलिएकिसीभीउपहारऔर / याप्रलोभन 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.

हस्ताक्षरSignature.....

नामName.....

विषयTitle.....

कंपनी का नाम एवं पता))मुहरसहित (

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 :

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/ office address/Warehouse address/factory address)		
3	Building/House Number		
4	Area/Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.	Yes	
		No	
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
Bank Details			
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(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 _____ RED 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-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) Ltd for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(India) Ltd 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 powers exercisable by the IREL 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