Request for Proposal (RFP)
Selection of Project Management Unit
For
implementation
of
Enterprise Resource Planning System

IREL (India) Limited

(Formerly known as Indian Rare Earths Limited)

(A Govt. of India Undertaking – Dept. of Atomic Energy)

Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai-400028. Website: https://irel.co.in

Bid Data Sheet

Name of Work	**Request for Proposal for Selection of Project Management Unit for implementation of ERP System**
Type of Tender	Open Tender through GeM, Single Stage Two Cover System
Tendering Mode: GEM Portal	Public tender (Two cover System) 1. Techno-commercial Bid 2. Financial Bid
Validity of Bid	120 days from Bid Due date
Date from which Tender documents will be available	08.09.2026
Last date for receiving Pre-Bid queries /clarifications	16.09.206 upto 1700 hrs at following email address: purchase-ho@irel.co.in
Pre-Bid Meeting	18.09.2026, 14.00 Hrs through video conferencing VC Link: https://meet.mgovcloud.in/EQQ5ybmwlJ
Last Date and Time for Online Submission of bid	08.10.2026, 15.00 Hrs
Opening of Technical Bid	09.10.2026, 15.00 Hrs
Opening of Price Bid	To be communicated separately
EMD/ Bid Security	Rs. 17.00 lakhs
Security Deposit	5 % of the Contract Value by the successful bidder
Contact details of tender inviting authority	S Acharjya, GM (Technical) & Head, REPM IREL (India) Limited Plot No. 1207, V.S Marg, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 028 Email: purchase-ho@irel.co.in Phone 022- 24211630 (Ext. No. 230/245)

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders. This RFP is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for IREL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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1. BACKGROUND

1.1 Introduction

IREL operates major mineral production facilities and offices across India including its plants at OSCOM (Odisha), Chavara (Kerala), Manavalakurichi (Tamil Nadu), Rare Earths Division (Udyogamandal, Kerala), Rare Earth Permanent Magnet REPM (Vizag), Rare Earth and Titanium Theme Park (RETTP), Bhopal and Corporate Office at Mumbai. The company plays a strategic role in supplying critical minerals and rare earth materials for strategic sectors.

1.2 Brief about this RFP

IREL is having legacy customized softwares which are operating in the isolation. In order to have an integrated information system, IREL indtends to implement robust & proven ERP system through the Project Management Unit/Consultant.

IREL intends to implement Enterprise Resource Planning (ERP) system based on ERP platform to integrate and streamline its core business processes including Finance, Materials Management, Inventory, Procurement, Production Planning, Human Resource, Payroll, Project Systems, Sales & Distribution, Plant Maintenance and other enterprise functions across all units and offices.

To ensure successful planning, implementation, monitoring, and governance of the ERP implementation project, IREL intends to appoint a Project Management Unit (PMU) Consultant who will be responsible for end-to-end ERP implementation project management, coordination with System Integrator, monitoring project progress, risk management, quality assurance, and ensuring successful implementation of ERP across the organization.

2. SCOPE OF WORK FOR PROJECT MANAGEMENT UNIT

2.1 Brief Description of Scope of Work:

The Project Management Unit (PMU) Consultant shall provide end-to-end consultancy and project management services for implementation of an Enterprise Resource Planning (ERP) solution at IREL (India) Limited. The PMU Consultant shall function as an advisor to IREL and shall be responsible for planning, coordinating, monitoring, and managing all activities related to the ERP implementation project from project initiation to successful project closure.

The PMU Consultant shall work closely with IREL's Corporate Office, Units, Core Team, and the selected System Integrator (SI) to ensure timely and successful implementation of the ERP solution. The Consultant shall adopt best industry practices and ensure compliance with applicable Government of India guidelines, statutory requirements, cybersecurity standards, and organizational policies.

The scope of work of the PMU Consultant shall include, but not be limited to, the followings:

i. Project Planning and Governance

- Establish the project governance framework, risk management framework, quality assurance framework, and reporting mechanism.
- Prepare the Project Charter, implementation methodology, project schedule, milestones, and review mechanism.
- Coordinate with stakeholders and facilitate project governance meetings.

ii. Current State Assessment and Business Process Study

- Study the existing organizational structure, business processes, IT applications, infrastructure, and operational workflows across all Units and Corporate Office.
- Conduct stakeholder consultations, workshops, and requirement gathering sessions.
- Document the existing ("AS-IS") business processes, workflows, reports, approval hierarchies, and system landscape.

iii. Gap Analysis and Business Process Re-engineering (BPR)

- Conduct a comprehensive Gap Analysis by comparing existing business processes with ERP best practices.
- Identify functional, technical, operational, security, integration, reporting, compliance, and infrastructure gaps.
- Recommend Business Process Re-engineering (BPR) to improve efficiency, standardize processes, reduce manual interventions, and optimize business operations.
- Prepare "TO-BE" business processes.

iv. Preparation of Requirement Specifications

- Prepare comprehensive project documentation, including Business Requirement Document (BRD), Software Requirement Specification (SRS), Functional Requirement Specification (FRS), Technical Requirement Specification (TRS), Integration Requirement Specification (IRS), Master Data Strategy, Data Migration Strategy, Cybersecurity Assessment, Infrastructure Assessment, and other supporting documents required for ERP implementation.

- Define functional requirements, technical architecture, interfaces, workflows, reports, dashboards, security requirements, and acceptance criteria.

v. Procurement Support for Selection of System Integrator

- Prepare the Request for Proposal (RFP) and complete bid documents for selection of the ERP System Integrator.
- Define the scope of work, technical specifications, eligibility criteria, evaluation methodology, and contractual deliverables.
- Assist IREL in conducting pre-bid meetings, evaluation of bids, technical presentations, commercial evaluation, negotiations, and finalization of the contract.

vi. ERP Implementation Monitoring

- Monitor and review all implementation activities carried out by the System Integrator.
- Review solution design, configuration, customization, integrations, infrastructure deployment, security implementation, and project deliverables.
- Monitor project progress against approved milestones and recommend corrective actions wherever necessary.
- Certify completion of milestones for release of payments, wherever applicable.

vii. Phased ERP Implementation

The PMU Consultant shall ensure that the ERP implementation is executed in a phased manner to minimize implementation risks and facilitate effective change management.

Phase-I implementation of the core enterprise functions, such as Finance & Accounting, Materials Management, Procurement, Human Resources, Payroll, Asset Management etc.

Phase-II implementation of the remaining enterprise functions, including Production Planning, Plant Maintenance, Project Management, Sales & Distribution, Business Intelligence, Customer Relationship Management, Mobile Applications, and other approved business modules.

The PMU Consultant shall ensure seamless integration between both implementation phases and recommend module-wise and unit-wise rollout plans based on organizational readiness.

viii. Data Migration, Testing and Go-Live

- Monitor data cleansing, master data preparation, migration, reconciliation, and validation.
- Review and monitor unit testing, integration testing, performance testing, security testing, disaster recovery testing, and User Acceptance Testing (UAT).
- Review Go-Live readiness.

- Monitor Go-Live activities and ensure smooth transition from legacy systems to the ERP platform.

ix. Training, Change Management and Knowledge Transfer

- Prepare and monitor training plans for users, administrators, and IT personnel.
- Monitor change management activities to ensure smooth organizational adoption of the ERP solution.
- Co-ordinate for preparation and handover of user manuals, Standard Operating Procedures (SOPs), technical documentation, and knowledge transfer to IREL.

x. Stabilization and Project Closure

- Review final documentation, conduct project closure activities, prepare the Project Closure Report, and recommend final acceptance of the ERP system by IREL.

2.2 Deliverables

In line with the scope mentioned above, the following deliverables are required.

- Concept note or presentation to advise IREL on the suitable ERP package to be implemented.
- System Requirement Gathering incorporating the best industry practices
- Preparation of RFP to onboard System Integrator (SI)
- Assist in appointment of the SI
- Oversee implementation of ERP system
- Recommendation for payments to the SI
- Change Management
- Module Role out & training
- Fortnightly/ Monthly reports
- Contract closure of the SI
- Any other report as may be warranted during the execution of the project

2.3 Tentative Team structure and effort estimate

The PMU shall have the below mentioned staffs/experts to be deployed for the each of the upcoming Projects of IREL depending upon the nature and scope of the project.

- Project Manager
- Functional Consultant

- Technical Consultant
- Module Experts

If any resource deployed by the PMU at IREL leaves the firm, he/she shall be replaced by a resource with similar or higher qualifications and experience with concurrence of IREL.

2.4 Duration of Contract

The contract duration will be 24 months from the effective date Effective date means 15 days from the date of acceptance of LoA/Work order or signing of the agreement whichever is earlier. In the event the SI completes all the activities earlier, the contract duration will accordingly be reduced.

The tentative schedule is as under:

Phase	**Activity**	**Duration (Months)**
PMU Scope		
Phase 1	Project Initiation, Current State Assessment, Gap Analysis, Business Process Re-engineering (BPR), AS-IS & TO-BE Process Study, Preparation of BRD, SRS, FRS, TRS, IRS and other requirement documents	4
Phase 2	Preparation of RFP for ERP System Integrator, Technical Specifications, Bid Process Management, Pre-Bid Support, Technical & Financial Evaluation and Selection of System Integrator	2
Total Duration for PMU Activities (up to Selection of SI)		6
SI Scope (To be supervised by PMU Consultant)		
Phase 3	Business Blueprint, Solution Design, Infrastructure Planning and Project Planning	2
Phase-I ERP Implementation	Implementation of the Core Enterprise Functions, including Finance & Accounting, Materials Management, Procurement, Human Resources, Payroll, Asset Management etc.	6
Phase-II ERP Implementation	Implementation of the Remaining Enterprise Functions, including Production Planning, Plant Maintenance, Project Management, Sales & Distribution, Business Intelligence/Analytics, Customer Relationship Management (CRM), Mobile Applications, and other approved business modules	3
Phase 6	Data Cleansing, Master Data Preparation, Data Migration, Validation and Reconciliation	2
Phase 7	System Integration Testing (SIT), Performance Testing and User Acceptance Testing (UAT)	2
Phase 8	End User Training, Administrator Training, Knowledge Transfer and Change Management	1

Phase	Activity	Duration (Months)
Phase 9	Phase-wise Go-Live and Hypercare Support	1
Phase 10	Post Go-Live Stabilization, Performance Monitoring and Issue Resolution	1
Total SI Implementation Duration		18
Overall Project Duration (PMU + SI)		24

3. INSTRUCTIONS TO BIDDERS

3.1 Bidding Process

The tender bid duly filled in all aspects and uploaded at GEM Portal on or before the scheduled date and time as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part 1) and Price Bid (Part 2).

Technical bid (Part 1) and Price Bid (Part 2) shall be submitted through GEM Portal. Bids submitted in GEM portal shall only be considered.

Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

PQ cum Techno-commercial bid (Part 1)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

i. The complete Qualifying Data as required in Prequalification Criteria (PQ)
ii. Annexures
iii. Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

Part 2 shall contain Price Bid (to be submitted online only).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules.
Note: 1. No physical submission of hard copy is permitted.
2. No price bid is to be submitted in technical bid (Part 1) otherwise bid will be considered void.

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

3.2 Due diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid, sending written queries to IREL, and attending a Pre-Bid meeting.

3.3 Acknowledgement by Bidder

By submitting the bid or proposal, the bidder acknowledges that it:

a) made a complete and careful examination of the RFP

b) Received all relevant information requested from IREL.

c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IREL relating to any of the matters

d) acknowledged that it does not have a Conflict of Interest

e) Agreed to be bound by the undertakings provided by it under and in terms hereof.

IREL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IREL.

3.4 Bid Validity

a) Bids shall remain valid for a period of not less than 120 days from the Bid Due Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, IREL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without getting suspended from future tenders of IREL as specified in the RFP.

3.5 Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

3.6 Deputation of representatives for discussion

After opening of the techno-commercial bid, if IREL desires to have discussion, the bidder shall be in a position to depute his representatives at his own cost and short notice with full authority for finalizing the technical parameters as well as commercial terms and conditions of the contract.

3.7 Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3.8 IREL's Right to Accept and Reject any Bids or all Bids

a) Notwithstanding anything contained in this RFP, the IREL reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

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

c) Without prejudice to the generality of Clause (a) and (b) above, IREL reserves the right to reject any Proposal/Bid if:

(i) bid does not meet the technical or financial eligibility and qualification criteria specified in this RFP at any time, a material misrepresentation is made or discovered, submitted bid without bid security (EMD)

(ii) the Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.

(iii) the Bidder does not provide, within the time specified by IREL, the supplemental information sought by IREL for evaluation of the Bid.

(iv) bidder submits conditional Bid.

(v) the bid is non-responsive as per term and conditions of this RFP

d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then IREL reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of IREL, including annulment of the Tender Process.

3.9 Related party

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation IREL reserves the right to reject the same and suspend the Bidder.

4. DOCUMENT AND PRE-BID CONFERENCE

4.1 Clarification to RFP Documents

a) Bidders requiring any clarification on the RFP may notify IREL in writing. Bidders should send in their queries as per RFP. In order to enable IREL to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. IREL shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of the **GEM portal.** IREL is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

b) IREL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, IREL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IREL to respond to any question or to provide any clarification.

c) IREL may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by IREL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by IREL, or its employees or representatives shall not in any way or manner be binding on IREL.

4.2 Pre-Bid Meeting

a) A pre-bid meeting through VC would be held at time and an address specified in the schedule.

b) During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IREL. IREL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process.

c) Clarifications/responses shall be shared by uploading such responses online only at **GEM portal** if required in the form of an addendum and or corrigendum.

d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

4.3 Amendment of Bidding Documents

a) At any time prior to the Bid Due Date, IREL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.

b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on **GEM portal.**

c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, IREL may, in its sole discretion, extend the Bid Due Date.

5. PREPARATION AND SUBMISSION OF BIDS

5.1 Language of Bid

a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

5.2 Bid Currency

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).

5.3 No claim for compensation for submission of tender

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. IREL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.4 Conditions of eligibility

The Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein and shall submit the Pre-Qualification Application for providing proof of satisfying the same. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation. For determining the eligibility of Bidders, the following shall apply:

a. To be eligible for evaluation of its Bid, the Bidder should be a Company registered in India under Companies Act or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008.

b. The bidder should meet the Pre-qualification Criteria as mentioned in Clause 7.1.

c. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

d. Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as Bid Due Date, would not be eligible to submit the Bids.

e. Submission of EMD – as per Annexure 14

5.5 Pre-qualification and Techno-commercial Bid (Part 1)

The Bidders will prepare their Bids in the structure and sequence provided below. In case the Bids are not found as per the required structure, IREL shall have the right to declare the Bid as non-responsive and the Bid shall not be considered for further evaluation.

PART-I Pre-qualification and Techno-commercial Bid (Envelope -1), Bidders should attach clearly marked and referenced continuation sheets for eligibility criteria, PQ criteria and techno-commercial conditions, in the event that the space provided in the prescribed forms is insufficient.

Checklist of documents to be submitted

Sl. No.	Document	Reference	Compliance (Y/N)
1.	Condition of eligibility	As per clause 5.4	Y
2.	Pre-Qualification Particulars of the Bidders	Annexure 1 (Form 1 to 4)	Y
3.	Power of Attorney of signing the Bid	Annexure 2	Y
4.	Format of Secrecy Agreement	Annexure 11	Y
5.	Undertaking by the Bidders (Ethics)	Annexure 3	Y
6.	Bid Submission Letter (Techno-commercial)	Annexure 4	Y
7.	Team Structure and their role	Annexure 6	Y
8.	Curriculum Vitae (CV) for proposed experts and support staff	Annexure 7	Y
9.	No Blacklisting certificate	Annexure 8	Y
10.	Abstract of assignments of key personnel	Annexure 10	Y
11.	Any other document/ data/ details to be submitted as mentioned elsewhere in the RFP	General	Y

5.6 Price Bid (Part 2)

a) Bidders are required to submit their **Service Fee** in the indicative Price Bid Format attached as **Annexure-9** to this RFP. The Price Bid shall be submitted online through the **GeM Portal**.

b) The rates quoted should be inclusive of all costs/ expenses and statutory taxes.

c) In the financial proposal, the bidders have to consider the following price components:

(i) Man-day rates for individual members of the tentative team:

- Project Manager
- Functional Consultant
- Technical Consultant
- Module Experts

d) All the rates stipulated in the price bid shall be inclusive of all expenses like travelling, lodging, boarding etc. and remain firm throughout the relevant period of contract. Applicable GST will be paid at actuals.

5.7 Arrangement of Tender

(a) The tender shall be neatly arranged, plain and intelligible, typewritten on white paper with consecutively numbered pages in solid binding. They should not contain any terms and conditions printed or otherwise which are not applicable to the tender.

(b) Insertions, postscripts, additions and alterations shall not be authorized unless confirmed by the renderer's signature. The tenderer shall ensure that the prices quoted are given in figures as well as in words.

a) Submission of bids

i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the standard price bid format file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the standard format for price bid is found to be modified by the bidder, the bid will be rejected.

iv. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

v. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

vi. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

vii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

viii. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. EVALUTION PROCESS

6.1 Opening of Technical Bid (part 1)

(i) IREL shall open the Technical Bids received against the RFP, at time, date specified in bid data sheet.

(ii) The Bidder's name, and such other details as IREL in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

(iii) IREL will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 7.1 and 7.2.

6.2 Evaluation of Technical Bid

IREL shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

(i) IREL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IREL in respect of such Bid.

(ii) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive as mentioned below:

a) <u>Test of Responsiveness for Timely and proper Submission</u>

Prior to evaluation of Technical Bids (i.e., Qualification Criteria), IREL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. Technical and Price Bid is submitted online.
2. The Bids are submitted online by the Bid Due Date including any extension thereof pursuant hereto.
3. It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
4. It does not contain any conditionality; and
5. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

b) <u>Assessment of Pre-Qualification Criteria</u>

(i) IREL shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.

(ii) The Bidder must meet Eligibility Criteria specified in clause 7.1 and have submitted all documents as per clause 5.4 in order to qualify for next stage of assessment.

(iii) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause (ii) above.

c) <u>Determination of Technical Score</u>

(i) IREL shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided in clause 7.2.

(ii) Responsive and Pre-Qualified Bidders may be called to make multi-media presentation on "Approach and Methodology" by IREL at its sole discretion.

(iii) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum score of 60 in Technical Score shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").

(iv) The Price Bids of only Qualified Bids shall be opened. Evaluation of Price Bids of only Qualified Bids shall be carried out.

6.3 Opening of Price Bid and Financial Score (Part II)

(i) The Price Bid shall be filled up by the Bidder at designated places through GEM Portal as per the indicative format specified in Annexure 9 to this RFP. Any Bids, which are not as per the instructions, shall summarily be rejected. The Bidder must submit the declaration in this regard as part of Technical Bid (Such Declaration must state that the Price Bids are filled up on GEM Portal as per the Method specified above in table above as well as per the instruction to fill up the prices).

(ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Eligibility Criteria and obtaining Qualification Technical Score in accordance with Clause 7.2, shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

(iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, bid rates, etc. will be announced at such opening.

(iv) IREL shall allot Financial Score to each eligible bid in accordance with the provision set forth in RFP.

6.4 Composite Score

i. The selection of the PMU consultant shall be done under Quality and Cost Based Selection (QCBS) method with weightage of 70% of Technical proposal and 30% of Financial proposal. The Technical bids shall be evaluated first and bidders scoring minimum qualifying marks i.e. 50 or above, shall considered for Financial bid opening.
ii. The Technical Score and Financial Score obtained by the Bidder shall be combined.
iii. The Bidder achieving "Highest Composite Score" shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation.

6.5 Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, IREL may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by IREL before the expiration of the deadline prescribed in the written request, IREL reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.6 Verification and Disqualification

(i) IREL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by IREL, make available all such information, evidence and documents as may be necessary for such verification.

(ii) Any such verification or lack of such verification, by IREL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IREL there under.

(iii) IREL reserves the right to reject any Bid and/or suspend the Bidder, if:

1. at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
2. Bidder is blacklisted/barred by any Government Agency for participating in tendering process.
3. the Bidder does not provide, within the time specified by IREL, the supplemental information sought by IREL for evaluation of the Bid.

4. In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP.
5. In case the Bidder has Conflict of Interest.
6. A bidder makes an effort to influence IREL in its decisions on Evaluation process/Selection process.
7. While evaluating the Bid, if it comes to IREL's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
8. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
9. A bidder who submits or participates in more than one Bid under this RFP.

(iv) Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then IREL reserves the right to:

1. invite the remaining Bidders to submit their Bids or
2. take any such measure as may be deemed fit in the sole discretion of IREL, including annulment of the Bidding Process.

(v) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PMU either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IREL to the Successful Bidder or the PMU , as the case may be, without IREL being liable in any manner whatsoever to the Successful Bidder or the PMU. In such an event, IREL shall be entitled to suspend the Bidder, as the case may be, without prejudice to any other right or remedy that may be available to IREL under the RFP and/or the Contract.

6.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time IREL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, IREL and/ or their PMUs/ employees/representatives on matters related to the Bids under consideration.

6.8 Correspondence with Bidder

Save and except as provided in this RFP, IREL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.9 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IREL in relation to, or matters arising out of, or concerning the Bidding Process. IREL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IREL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IREL or as may be required by law or in connection with any legal process.

7. SCHEME OF EVALUATION AND MARKING

7.1 Pre-Qualification Stage

For the pre-qualification of any bid, the following points must be satisfied before the RFP is further evaluated.

S.No	Basic Requirement	Specific Requirement	Documents required
1	General	Bidder Shall be certified for CMMI Level 5	Relevant Certificates
		Bidder shall be ISO Certified for Quality with ISO 9001:2015, ISO 27001:2013	
2	Technical Capabilities	In the last 7 years from the bid due date, the bidder should have completed at least two similar assignments in Mining/ Chemical/ Minerals/ Metal industry / chemicals / Fertilizers / Power and Steel Industry, out of which at least one assignment should be for a CPSE. Implementation in Govt Dept, or financial industry, or health sector will not be considered. Similar Assignment means providing Project Management Unit (PMU) Services, Project Management Consultancy, or Implementation Consultancy for an Enterprise Resource Planning (ERP) implementation project, covering one or more of the following activities: • Business Process Study and Requirement Analysis. • Gap Analysis and Business Process Re-engineering (BPR). • Preparation of Business Requirement Document (BRD), Software Requirement Specification (SRS), Functional Requirement Specification (FRS), Technical Requirement Specification (TRS), and other implementation documents. • Preparation of RFP and assistance in selection of the System Integrator (SI). • Project Management, Quality Assurance, Risk Management, and implementation monitoring. • Data Migration, Testing, User Acceptance Testing (UAT), Go-Live, Stabilization, and Project Closure.	• Details to be submitted in as per Annexure -1 form 3. • Copies of Work order from the client and copies of client certificate(s) stating completion of the project(s) • The assignment should have culminated in the successful Go-Live of the ERP solution, supported by a Completion Certificate and Go-Live Certificate/Document issued by the client. or The bidder along with copies of the Work Order(s) may submit certificate(s) as per form 3(A) from practicing chartered accountants stating the payments received and works completed, as the case may be, along with declaration on the letterhead as per form 3 of the Bidder in respect of the projects specified in Pre-Qualification Criteria
		Bidder must have experience of ERP PMU / Consultancy service with at least Two (02) in any organization /sector modules out of the following-: 1- Financial Accounting & Controlling 2- Materials Management 3 – Sales & Distribution	

		4- HRM – Payroll, Employee Data, leave etc. 5- Production and Planning 6- Plant Maintenance 7- Quality Management	
3	Bidder turnover	The bidder should have a minimum average annual turnover of INR 100 Crore over the last three financial years (FY 23-24, FY 24-25, and FY 25-26) from IT/ITES/ IT Advisory services.	• Extracts from the audited Balance sheet and Profit & Loss Account, or For FY 2025-26 if not Audited BS is not available, submit certificate from the practicing Chartered Accountant as per Annexure 1- form 4
4	Bidder consulting capacity	The company should have at least 50 full time Consulting professionals (at least an Engineer /MBA/CA / CMA / or other higher qualification on the payroll of the company, as on 31st August 2026.	• Summary Sheet including name and qualification of personnel, self-attested by the bidder.
5	Blacklisting	A self-certified letter on original letter head of the bidder with signature by the authorized signatory and stamp of the bidder that the bidder has not been blacklisted or disqualified for participating in such RFP by any Central/ State Government (Central/State Government and Public Sector) and any Court of Law or under a declaration of ineligibility for corruptor fraudulent practices as on date of Bid Submission.	• A Self Certified Letter by Authorized Signatory As per Annexure - 8

The bidder shall ensure that the EMD is submitted before the last date and time as mentioned in the RFP. Bids without EMD or on the late receipt of the same shall summarily be rejected and shall not be considered for further opening and evaluation of the proposals.

The bidder must ensure that all the relevant documents as asked in the RFP have been attached jointly/individually including the Technical and financial forms, declaration of non-blacklisting, certificate of incorporation/ registered partnership deed/LLP ,etc.

IREL at its sole discretion may seek clarification from bidders during bid evaluation stage to the extent it deems necessary. However, in case of non-receipt of response to the sought clarifications in time, the bid will be evaluated as per the available information with IREL. However, in case any missing documents make the bid non- responsive, then IREL shall have the right to reject the bid without any further evaluation.

7.2 Technical Scoring Criteria

The Bids of the Bidders meeting the Eligibility criteria shall be consider for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder.

S.No	Marking Heads	Max Marks	Marking Scheme	
A	**Experience of Bidder in the last 10 years – Appendix 1 Form 3**	**30**		
1	Experience in terms of number of assignments completed as PMU/ advisory services for ERP implementation in India.	10	2.5 marks per assignment.	
2	Experience in terms of number of assignments for PSUs or government companies in India.	10	2.5 marks per assignment.	
3	Experience in terms of number of assignments completed for mining/ mineral/ metallurgy companies in India	10	5 marks per assignment	
B	**Financial Capability**	**15**		
1	Average turnover from Consulting Services in the years FY 23-24, FY 24-25, and FY 25-26.	10	Average turnover of bidder from consulting (in INR Crores)	Marks
			<100 Cr	0
			>101 to 500 Cr	5
			>500 Cr	10
2	Net worth as on 31/3/2026	5	<= Rs 5 Cr	3
			>Rs5Cr	5
C	**Understanding & Approach**	**25**		
1	Approach paper on understanding the scope of retainer consultancy work to be provided, on methodology to be adopted for the Assignment.	25	Understanding of Scope of Work	10 marks
			Approach and methodology to be adopted	10 marks
			Tools & Accelerators	5 marks
D	**Tentative Project Team members**	**30**		
1	Project Manager	10	Marking Scheme for personnel is described in the table below.	
2	Functional Consultant-Finance	5		
3	Functional Consultant-Marketing	5		
4	Functional Consultant-HR	5		
5	Technical Consultant	5		
	Total	**100**		

In case same credential is qualifying at multiple categories, marks shall be given in each category.

Bidder must Score minimum **50 marks out of total 100 marks in Technical Marking Section** specified herein above. The bids of bidders obtaining lower than 50 score will be declared disqualified and not be processed further. The Earnest Money Deposit (EMD) of such technically disqualified bidders shall be returned within 30 days from the date of declaration of the technical evaluation results

The eligibility and technical scoring criteria for the team members (to be filled as per Annexure -10) as specified in table above is specified below.

<table>
<tr><td>Team Profile to be deployed for this assignment–30

The Team members should be in the Roles of the Bidder</td><td></td><td>30</td></tr>
<tr><td>Project Manager:

Essential Requirements:

B.E. / B. Tech / other higher qualificationwith Minimum 10 years of post-qualification experience in having completed at least Two IT projects as project manager.

<table>
<tr><td rowspan="2">Experience in IT Projects</td><td>≥ 10 < 15 Years</td><td>0.1 Mark</td></tr>
<tr><td>≥ 15 Years</td><td>2 Mark</td></tr>
<tr><td>Number of Projects as project manager</td><td>≥ 3 <5
≥ 5</td><td>0.1 Mark
2 Mark</td></tr>
<tr><td>Completed ERP project</td><td>1 Project
≥ 2 projects</td><td>2 Mark
4 Marks</td></tr>
</table>

Additional 1 mark for PMP/PMI/Prince-2 certification</td><td>CV provided as per Format 7 with self-attested copies of educational certificates</td><td>10 Marks</td></tr>
<tr><td>Functional Consultant-Finance:

Essential Requirements:

CA/ CMA/MBA (Finance) with minimum 5 years of post-qualification experience

<table>
<tr><td rowspan="2">Experience in Years</td><td>≥ 5 <10</td><td>1 Mark</td></tr>
<tr><td>≥ 10</td><td>2 Mark</td></tr>
<tr><td rowspan="2">Number of Projects in Finance Function</td><td>≥ 3 <5</td><td>2 Mark</td></tr>
<tr><td>≥ 5</td><td>3 Mark</td></tr>
</table></td><td>CV provided as per Format 7 with self-attested copies of educational certificates</td><td>5 Marks</td></tr>
<tr><td>Functional Consultant -Marketing:

Essential Requirements:

Post Graduate Degree or Diploma in Management/ Business Management with specialization in Marketing from reputed institute / university (AICTE recognized) with minimum 5 years of post-qualification experience

<table>
<tr><td>Experience in Years</td><td>≥ 5 <10</td><td>1 Mark</td></tr>
</table></td><td>CV provided as per Format 7 with self-attested copies of educational certificates</td><td>5 Marks</td></tr>
</table>

<table>
<tr>
<td>
<table>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td>≥ 10</td><td>2 Mark</td></tr>
<tr><td>Number of Projects in Marketing Function</td><td>≥ 3 <5</td><td>2 Mark</td></tr>
<tr><td></td><td>≥ 5</td><td>3 Mark</td></tr>
</table>
</td>
<td></td>
<td></td>
</tr>
<tr>
<td>
Functional Consultant -HRM:

Essential Requirements:

Post Graduate Degree or diploma in Management/ MA/ MSW (2 years full time course) with specialization in Human Resource Management/ Personnel Management/ Industrial Relations/ Labour Management/ Organizational Development/ Human Resource Development/ Labour Welfare from reputed and recognized Universities/ Institution approved by AICTE with minimum 5 years of post-qualification experience
<table>
<tr><td>Experience in Years</td><td>≥ 5 <10</td><td>1 Mark</td></tr>
<tr><td></td><td>≥ 10</td><td>2 Mark</td></tr>
<tr><td>Number of Projects in HRM Function</td><td>≥ 3 <5</td><td>2 Mark</td></tr>
<tr><td></td><td>≥ 5</td><td>3 Mark</td></tr>
</table>
</td>
<td>CV provided as per Format 7 with self-attested copies of educational certificates</td>
<td>5 Marks</td>
</tr>
<tr>
<td>
Technical Consultant:

Essential Qualifications

B.E. /B. Tech in the field of computer science
Minimum 5 years post qualification experience as solution architect in IT projects
<table>
<tr><td>Experience in Years</td><td>≥ 5 <10</td><td>0.5 Mark</td></tr>
<tr><td></td><td>≥ 10</td><td>1 Mark</td></tr>
<tr><td>Number of Projects in Technical Function</td><td>≥ 3 <5</td><td>1 Mark</td></tr>
<tr><td></td><td>≥ 5</td><td>2 Mark</td></tr>
<tr><td>Completed ERP project</td><td>1 Project
≥ 2 projects</td><td>1 Mark
2 Marks</td></tr>
</table>
</td>
<td>CV provided as per Format 7 with self-attested copies of educational certificates</td>
<td>5 Marks</td>
</tr>
</table>

Evaluation of Price Bid and Financial Score

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 50 marks in the technical score system as specified in clauses 7.2. Bid shall be opened. The Bidder shall be required to Quote Service Charges for all blocks as per the Price Bid format. The Aggregate Service Charges determined as per indicative Price Bid Format provided in Annexure 9 shall be assigned Financial Score as follows**:**

a) The bidder shall quote - each item provided in the Table..

b) Using the formula in Table-1, aggregate service fee of individual projects is to be furnished in Table

TABLE-1: Summary Price format for PMU services (SC) for project.

S.No	Item Description	Total value (Inclusive of GST)
1	PMU services for ERP Implementation	

1. **Bidders shall quote the fee for each project as per price schedule given above**
2. In addition to the profession fee, the aforesaid fee payable will cover the costs of all travel & transport to Mumbai and project site. No additional charges in respect thereof will be due or payable. The price quoted will be remain firm over the contract period.
3. Office space will be provided by IREL to PMUs at IREL office.
4. All other charges are considered to have been included in the above fee.
5. The payments will be as per the terms of payment mentioned as per payment terms.
6. Payments will be made within 30 days of submission of invoice.

<u>Financial Score (FiS) = 100 x FiC/ FiL</u>

Where;

FiL is the L1 (Lowest Bidder)'s Financial Proposal.;

FiC is the Financial Proposal of the Bidder.

Bidder scoring Lowest charges shall be given 100 marks.

7.3 Composite Score

(i) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

Composite Score (CS) = Technical Score (TeS) * 0.70 + Financial Score (FiS) * 0.30

The technical experience assigned 70% of weightage while price quote is assigned 30% weightage.

(ii) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of IREL, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

8. APPOINTMENT OF PMU AND SIGNING OF AGREEMENT

8.1 Declaration of successful Bidder

(i) Prior to expiry of the Bid Validity Period, IREL shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the "Successful Bidder"). This letter ("Letter of Award"/"LOA") shall be issued, in duplicate and shall specify the rates at which IREL shall pay to the Successful Bidder.

(ii) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, communicate its acceptance of the LOA through a letter ("Letter of Acceptance") along with signed duplicate copy of the LOA as acknowledgement. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received within the stipulated date, IREL may, unless it consents to extension of time for submission thereof, may suspend the Bidder as specified in RFP.

8.2 Signing of Agreement

(i) After acceptance of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Security Deposit as per the RFP provisions, to execute/sign the Agreement within the 21 (twenty-one) days from the date of LOA (the "Execution Date"). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement. The Draft copy of Agreement (the "Contract") is specified in Section V of this RFP.

(ii) The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Mumbai in accordance with applicable law, and submit the same in two copies duly stamped and executed within 21 (twenty-one) days from the dispatch of Letter of Award. IREL shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

(iii) After the signing of Agreement, the Successful Bidder shall be called as PMU ("PMU")".

8.3 Security Deposit (SD)

a) The Successful Bidder shall be required to furnish demand draft or Bank Guarantee as per Format Provided in Annexure 13 to this RFP, in favor of IREL (India) Limited, for an amount equivalent to five (5) per cent of the Contract Value towards Security Deposit for the satisfactory performance of the contract, within 14 (fourteen) days of issuance of the LOA. Contract shall have the meaning as ascribed to it in the Agreement. Contract value means basic price exclusive of GST.

b) The SD shall be returned to the PMU, three months after the completion of the contract duration including extended period and subject to the following:

   i. successful submission of all the deliverables under the assignments awarded to the Successful Bidder

   ii. certification of "No Dues" from Engineer-in-Charge (EIC)

   iii. adjustment of dues, Damages etc. In case of any dues or damages on part of the PMU, it shall be dealt with as per "Payment terms".

c) The Security Deposit shall stand forfeited in favor of IREL without any further notice to the successful bidder in the following circumstances:

   (i) In case of any failure whatsoever on the part of the successful bidder at any time in the performance of his part of the contract including that during the extended periods of contract, where notice is given & time for rectification allowed.

   (ii) If the successful bidder indulges at any time in any subletting / subcontracting of any portion of the work without notice and approval from IREL.

(iii) **Penalty for delayed submission of SD:** If the selected bidder/engaged agency fails to submit the Security Deposit within the stipulated period of 14 days, a penalty of 10% per annum of the SD amount shall be levied for delayed remittance of Security Deposit by the vendors for non-compliance.

8.4 Award of Projects under this contract

(i) The Work Order shall clearly mention the detailed Scope of Work and the Project Fee (**"Project Fee"**) for the Project as per the cumulative effort provided by the successful bidder r.

8.5 Commencement of Work/Assignment

The PMU shall commence its work within 15 (fifteen days) days of acceptance of LOA/Work Order or from the date of signing of agreement whichever is earlier or such other date as may be mutually agreed.

8.6 Proprietary Data

All documents and other information provided by IREL or submitted by Bidder to IREL shall remain or become the property of IREL. Bidder and the PMU, as the case may be, are to treat all information as strictly confidential. IREL will not return any Bid, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the PMU to IREL in relation to the Consultancy Assignment pursuant to TOR shall be the property of IREL.

8.7 Tax Liability

(i) The rates quoted in Price Bid shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by IREL. The risk of applicability of any taxes, duties and levies except GST shall rest with the PMU including any risk of interpretation, retrospective application.

(ii) IREL shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

9. MISCELLANEOUS

a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

   (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

   (ii) consult with any Bidder in order to receive clarification or further information;

   (iii) retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or

   (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

e) The TA shall be deemed to be acting as an independent contractor of IREL and shall not be deemed an agent, legal representative, joint venture or partner of IREL. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

DRAFT CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of Rs.300/- (Rs. Three Hundred only) or as per the appropriate Stamp Act]

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at ___________ this _____ day of __________ ,2026 between IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called "IREL") and _______________________ (hereinafter referred to as PMU, which expression shall include its successors and assigns) of the other part, WHEREAS the Contractee is desirous that certain work should be carried out Viz ____________ _______ as envisaged in the Tender Documents and Contractee has accepted a Tender by the PMU for "---------------------------- work"

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the RFP
2. The following documents in the descending order of precedence as listed shall be deemed to form and be read and construed as part of this Agreement viz:
   (i) Work Order (WO) and any other document specifically indicated therein.
   (ii) Letter of Award (LOA)
   (iii) Any other counter terms submitted by PMU vide letter no. _____ dated _____________ to the extent agreed in writing by IREL.
   (iv) Request For Proposal Document dated ________ issued by IREL in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto
   (v) Bid Submitted by the PMU
   (vi) Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein
   (vii) Drawings (If any)
3. In consideration of the payments to be made by the contractee to the PMU as hereinafter mentioned, the PMU hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
4 The contractee hereby covenants to pay to the PMU in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract
5. This contract will be deemed to have been entered into at Mumbai, Maharashtra, India and all causes of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Court, in Mumbai, Maharashtra. The contract shall be governed by the Indian Law for the time being in force.

AS WITNESS our hands this _________________ day of ________YEAR

Signed by the said in the presence of

(Signed at IREL, Corporate Office, Mumbai)

Contractee

Signed by the said in the presence of

(Signed at IREL, Corporate Office, Mumbai)

Article 1 Definitions and Interpretations

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;

b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;

c. **"Authority"** or "**IREL**" means the IREL (India) Limited including without limitation its authorized representatives];

d. **PMU"** means any private or public entity selected to provide the Services to IREL as PMU under this Contract.

e. **"Contract" / "Agreement"** means this contract document signed by the Parties and all the attached documents listed in Primarily and the Annexures.

f. **"Contract Period"/ "Agreement Period"** shall have a meaning specified in clause 3.4.

g. **"Contract Value"** shall have the meaning as ascribed to it clause 3.5

h. **"Day"** means calendar day.

i. **"Dispute"** shall have a meaning specified in clause 9.1 (a)

j. **"Establishment Period"** is covered under the Contract Period. It is defined as the period between the signing of Contract and Commencement of Services**.**

k. **"Effective Date"** shall have meaning specified in clause 3.1.

l. **"Force Majeure**" shall have a meaning specified in clause 8.1 (a).

m. **"Local Currency**" means Indian Rupees.

n. **"Party"** means the "Authority" or the PMU, as the case may be, and "**Parties"** means both of them.

o. **"Project" / "Assignment"** shall have meaning as specified in the RFP.

p. **"Project Fee"** shall have the meaning as specified in the RFP.

q. "**Project Manager"/ "Team Leader**" shall have a meaning specified in clause 4.5

r. "**Security Deposit** "shall have a meaning specified in clause 5.2

s. **"Personnel"** means professionals and support staff provided by the PMUs and assigned to perform the Services or any part thereof;

t. **"Services"/ "Scope of Services**" means the work to be performed by the PMU pursuant

to this Contract, as described in RFP Part II;

u. **"Terms of Reference**" ("TOR") are the description of scope of Service to be performed by the PMU as specified in RFP;

v. **"Third Party"** means any person or entity other than the "Authority", or the PMU.

w. **"Enterprise Resource Planning (ERP)"** means an integrated software solution that automates and manages the Authority's business processes across various functional areas through a common database and standardized workflows.

x. **"System Integrator (SI)"** means the successful bidder appointed by IREL for the design, development, configuration, implementation, integration, testing, deployment, training, and support of the ERP Solution in accordance with the Contract.

y. **"ERP Solution"** means the complete ERP system, including software, configurations, customizations, integrations, reports, workflows, data migration, documentation, and related services to be delivered under the Contract.

z.

Principles of Interpretation

(A) Definitions

Unless the context of this Agreement otherwise requires

1.1. The paragraph headings and numbering are for convenience only and shall be ignored in the interpretation of this Agreement;

1.2. The singular includes the plural and vice versa;

1.3. Words of any gender are deemed to include the other gender;

1.4. The term "Clause" refers to the specified Clause of this Agreement;

1.5. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement as the case may be;

1.6. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;

1.7. Terms defined under Definitions shall have the meanings ascribed thereto in that Clause when used elsewhere in this Agreement;

1.8. Reference to any agreement, enactment, ordinance or regulations includes any amendment or replacement thereof in whole or in part;

1.9. Reference to clauses, paragraphs and annexures are unless the context otherwise requires, references to clauses, paragraphs and annexures respectively, of this Agreement;

1.10. The headings are inserted for convenience only and shall not affect the Construction of the Agreement;

1.11. Any act which is to be done on a day which is not a business day, must be done by the next business day;

(B) Other Terms

1.12. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement;

(C) Supersession

1.13. Unless otherwise mentioned, this Agreement supersedes all previous correspondence, communications, understandings, representations, and warranties between the Parties;

(D) Discrepancies, if any in the Agreement

1.14. The Agreement and the schedules, annexures, enclosures shall be read harmoniously as being mutually explanatory and as part of a complete set. In case of any repugnancy/conflict between the Agreement and the schedules, annexures, enclosures, the provisions of the Agreement shall prevail;

1.15. Any error in description, quantity or rate in schedule or quantities or omission therefrom, shall not vitiate the Agreement or release the Contractor from discharging his obligations under the Agreement including execution of the Works;

1.16. If the Agreement and the schedule, annexure, enclosure documents provide for different standards of product, workmanship or finish, the Contractor must specify those of the highest standard provided in any part of the Agreement;

1.17. The Agreement may be signed in one or more counterparts and each counterpart shall have the same effect as the original;

1.18. The Agreement shall come into force on and from the Effective Date.

1.19. Business purpose: It is expressly understood that The Contractor shall undertake Construction Works of Corporate Office Building (Work/Project/ in conformance with the Terms of Reference attached as part of Annexure-III of this Agreement, and in accordance with all legal requirements, approvals and Good Industry Practices.

Article 2 Conditions Precedent

2.1. Effective Date of the Agreement

2.2. This Agreement shall be deemed to have come into effect on the date of signing of the Agreement (the **"Effective Date"**). The agreement shall be entered into within twenty-one (21) days from the date of acceptance of LOI. However, the roles, responsibilities, warranties, obligations and other terms and conditions as mentioned in the Agreement shall be deemed to have come into effect from the date of acceptance of LOI.

2.3. Conditions Precedent of IREL

2.3.1. Provide access of the land/ space for start of Works by the Contractor.

2.4. Conditions Precedent of the Contractor

2.4.1. Contractor shall submit, on the date of signing of this Agreement or within twenty-one (21) days from the date of acceptance of LOI, whichever is earlier, a Security Deposit as specified in this Agreement.

2.5. All the Conditions Precedent in Clause 2.4 shall be achieved within the Effective Date unless extended in writing by IREL at its sole discretion. If the Conditions Precedent are not satisfied within the above-mentioned period, IREL shall have the right to terminate the Agreement, by notice in writing and forfeit the Security Deposit.

2.6. Provided that upon request in writing by the Contractor, IREL may, in its sole discretion, waive any of the Conditions Precedent set forth in this herewith or grant extension of time for fulfilment thereof, as the case may be.

2.7. Best Endeavors

Both Parties shall make best endeavors to provide assistance to the each other wherever possible in relation to the fulfilment of the Conditions Precedent by them.

Article 3 COMMENCEMENT AND DURATION OF AGREEMENT

3.1 Effectiveness of Agreement

This Agreement shall come into force and effect from the **“Effective Date” – Date of signing of this agreement or 15 days from acceptance of LoI, whichever is earlier**.

3.2 Commencement of Services

The date of commencement of the services by the TA shall be the Effective date of the contract. PMU shall commence the advisory services from the date of intimation by IREL failing which LD shall be imposed as per clause no. 5.3

3.3 Termination of Agreement for failure to commence Services

If the PMU does not commence the Services within the period specified in Clause 6.2, the Authority may, by not less than 1 (one) weeks’ notice to the TA, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the PMU shall be deemed to have accepted such termination.

3.4 Agreement Period

a) Initial Contract Period

The Agreement Period shall be 24 months from the start from the Effective Date. Unless terminated earlier pursuant to Clauses 6.1 or 6.2 hereof, this Agreement shall and unless extended by the Parties by mutual consent, expire upon the expiry of 3 years from the Effective Date (the “Contract Period”/” Agreement Period”) subject to terms of the extensions specified in sub clause 8.4 specified hereunder.

b) Upon Termination, the Authority shall make payments of all amounts due to the PMU hereunder for which milestone achieved/services delivered.

3.5 Contract Value

The aggregate Service Fee quoted by the appointed PMU and finalized upon culmination of the tender with mutual consent of both parties shall constitute the **"Contract Value"** under this Contract. The Contract Value shall be exclusive of all applicable taxes, duties, levies, and statutory charges, which shall be payable as applicable.

Article 4 PMU'S PERSONNEL

4.1 General

The **PMU** shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

a) The designations, names and other particulars of each of the **PMU**'s Key Personnel required in carrying out the Services are described in RFP.

b) If the **PMU** hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Annexure of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the TA may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this, it shall be deemed to have been approved by the Authority.

4.3 Substitution of Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. Any on-site Personnel can be substituted by PMU by providing prior one month notice. Such substitution shall be limited to not more than two Key Personnel in entire contract period. Substitution shall be subject to equally or better qualified and experienced personnel.

4.4 Working hours, Overtime, Leave etc.

The working hours and leaves of the Personnel will be as per the company policies of the **PMU**. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the PMU shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5 Project Manager

The person designated as the Experts/ key personnel of the **PMU**'s Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Onsite Team Leader as specified in Technical Marking System shall act as Project Manager (the "Project Manager"/ "Onsite Team Leader") who shall be responsible for day-to-day performance of the Services. Onsite Team Leader shall act as Project Manager. Sub- Contracting

For any specific matter requiring advice/inputs from experts or specific agencies, **PMU** may engage sub PMUs. Sub-contracting does not absolve the PMU from its obligations provided in this Agreement.

Article 5 PAYMENT TO THE PMU

IREL shall make payment to **PMU** as per the terms specified hereunder.

5.1. **Service Charges and Payment Terms**

Sl. No.	Milestone	Key Deliverables	Payment (%)
1	**Submission of Inception Report**	Inception Report, Project Charter, Project Governance Framework, Project Plan, Communication Plan, Resource Deployment Plan	**5%**
2	**As-Is Study and Submission of Draft RFP for SI**	As-Is Study Report, Gap Analysis Report, Business Requirements Document (BRD), Functional Requirements, Draft RFP, Technical Specifications, Draft Evaluation Criteria	**10%**
3	**Floating of Final RFP for SI**	Final RFP, Pre-Bid Responses, Corrigenda (if any), Bid Evaluation Methodology, Assistance in Bid Process	**15%**
4	**Placement of Work Order on SI**	Technical Evaluation Report, Financial Evaluation Report, Recommendation Report, Letter of Award/Work Order to SI	**5%**
5	**Supervision and Monitoring of SI Implementation**	Monthly Progress Reports, Project Monitoring Reports, Risk & Issue Register, Governance Reports, Quality Assurance Reports, Steering Committee Reports	**35%** *(Payable proportionately on submission and acceptance of Monthly Progress Reports during the implementation period)*
6	**Development and Acceptance of Individual ERP Modules**	Module Review Reports, Configuration Review, Customization Review, Testing Review Reports, Acceptance Recommendations	**10%** *(Payable proportionately based on successful completion of module-wise milestones)*
7	**Integration, UAT and Go-Live of ERP**	Integration Review Report, UAT Monitoring Report, Go-Live Readiness Report, Go-Live Recommendation Report	**10%**
8	**Project Handover and Contract Closure**	Project Closure Report, Knowledge Transfer Report, Final Documentation, Lessons Learned Report, Final Acceptance Certificate	**10%**
	Total		**100%**

Each payment milestone can be further sub-divided mutually between the successful bidder and IREL. Tax deduction at source (TDS) shall be made towards income tax from all the invoices of the Agency at rates applicable as per income tax act and rules and any other statutory deductions as applicable at the source.

5.2. **Security Deposit**

(a) For securing the due and faithful performance of the obligations of the PMU under this agreement, during the Agreement Period, the PMU, has in terms of the RFP and letter of award furnished to the Authority the required Security Deposit dated of amount ______drawn in favour of "." from_Bank in the form of Bank Guarantee/DD and valid till ___ and admissible and payable at Mumbai branch , the receipt & veracity of which, is hereby acknowledged by the Authority (the "Security Deposit").

(b) The PMU shall maintain a valid and binding Security Deposit for a period of three months after the expiry of the Contract Period ("Validity Period"). The PMU shall ensure that the Security Deposit shall subsist in full force and effect in terms hereof, throughout the Contract Period [including Establishment Period] and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the PMU shall have to renew Security Deposit for a period of extended Contract Period.

(c) The Authority shall be entitled to forfeit and appropriate the amount of the Security Deposit in whole or in part:

(i) In the event the Authority requires to recover any sum due and payable to it by the PMU including but not limited to Damages; and which the PMU has failed to pay in relation thereof; and

(ii) In the event of the PMU's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.

(iii) If the PMU fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.

(d) Upon such encashment and appropriation from the Security Deposit, the PMU shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Security Deposit and in case of appropriation of entire Security Deposit to provide a fresh Security Deposit and the PMU shall, within the time so granted replenish or furnish to the Authority a fresh Security Deposit as aforesaid, failing which the same shall constitute a PMU's breach and entitle Authority to terminate this Contract in terms hereof.

(e) On the performance and completion of the Contract by expiry of its term in all respects the Security Deposit shall be returned to the PMU without any interest, provided PMU is not in default of the terms hereof and there are no outstanding dues of the Authority with the PMU.

5.3. **Liquidated Damages**

In case of delay in commencement of services by the PMU from the date of intimation of each Project /assignment by IREL or deviation from the assignment timelines initially agreed upon by the PMU and IREL, liquidated damages not exceeding an amount equal to 0.5% (zero point one per cent) of the total cost of the such project/assignment per each day delayed, subject to a maximum of 10% (Ten per cent) be imposed. The LD shall be applicable only to delays attributable to the PMU's Scope of Services and shall not apply to delays caused by the System Integrator (SI), Force Majeure, or any other reasons beyond the control of the PMU. However, in case of delay due to reasons beyond the control of the selected bidder**,** suitable extension of time shall be granted.

5.4. **Encashment and appropriation of Security Deposit**

The Authority shall have the right to invoke and appropriate the proceeds of the Security Deposit, in whole or in part, without notice to the PMU in the event of breach of this Agreement or for recovery of liquidated damages specified in this Agreement.

Article 6 TERMINATION OF AGREEMENT

6.1 Termination by Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the PMU, may terminate this Agreement if:

a) the PMU fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8.7, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

b) the PMU becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

c) the PMU fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.3 hereof;

d) the PMU submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the PMU knows to be false;

e) any document, information, data or statement submitted by the PMU in its Proposals, based on which the PMU was considered eligible or successful, is found to be false, incorrect or misleading;

f) as the result of Force Majeure, the PMU is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

6.2 Termination by the PMU

The PMU may, by not less than 30 (thirty) days' written notice to the Authority, may terminate this Agreement if:

a) the Authority fails to pay any money due to the PMU pursuant to this Agreement and not subject to dispute pursuant to Clause 9.3 hereof within 45 (forty-five) days after receiving written notice from the PMU that such payment is overdue;

b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the PMU may have subsequently granted in writing) following the receipt by the Authority of the PMU's notice specifying such breach;

c) as the result of Force Majeure, the PMU is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9.3 hereof.

6.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 3.3 or 3.4 hereof, or upon expiration of this Agreement pursuant to Clause 3.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 10.7 hereof; (iii) the PMU's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 10.9, as relate to the PMU's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

6.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 6.1 or 6.2 hereof, the PMU shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the PMU and materials furnished by the Authority, the PMU shall proceed as provided respectively by Clauses 10.12 or 10.13 hereof.

6.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 6.1 or in Clause 6.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 6 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Article 7 GENERAL

6.1 Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the PMUs. The PMU shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

6.2 Rights and Obligations

The mutual rights and obligations of the Authority and the PMU shall be as set forth in the Agreement, in particular:

a) the PMU shall carry out the Services in accordance with the provisions of the Agreement; and

b) the Authority shall make payments to the PMU in accordance with the provisions of the Agreement.

6.3 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

6.4 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

6.5 Table of Content and Heading

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

6.6 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at their official address

6.7 Location

a) The Services shall be performed at the offices of the Authority in accordance with the provisions of Agreement and at such locations as are incidental thereto, including the offices of the PMU.

b) The Authority may require the PMU's staff to spend the required man hours at the offices of the Authority as per terms of Agreement and the PMU agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

6.8 Authorized Representative

a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the PMU may be taken or executed by the officials specified hereunder.

b) The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be Additional Director

c) The PMU may designate one of its employees as PMU's Representative. Unless otherwise notified, the PMU's Representative shall be onsite Team Leader.

6.9 Entire Agreement

a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the PMU arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

b) Without prejudice to the generality of the provisions on matters not covered by this Agreement, the provisions of RFP shall apply.

6.10 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

Article 8 FORCE MAJEURE

8.1 Definition

a) For the purposes of this Agreement, **“Force Majeure”** means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-PMU or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

8.2 No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

8.3 Measures to be taken

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

8.5 Payments after Force Majeure

During the period of its inability to perform the Services as a result of an event of Force Majeure, the PMU shall be entitled to be reimbursed for payment due upto the Services Delivered as per delivery milestone provided in RFP.

8.6 Consultation

Not later than 30 (thirty) days after the PMU has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

8.7 Suspension of Agreement

The Authority may, by written notice of suspension to the PMU, suspend all payments to the PMU hereunder if the PMU shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the PMU to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the PMU of such notice of suspension

Article 9 DISPUTE RESOLUTION

9.1 Notice of Dispute and Amicable Settlement

a) In the event of any difference/dispute between the parties to the contract arising out of or in connection with the contract, the concerned party shall send a Notice of Dispute specifying all points of disputes / issues, the amounts of any quantified claims, and, to the extent possible, an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the contract.

b) After receipt of a Notice of Dispute under the previous Clause, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.

c) Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

d) Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

e) In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of Notice of Dispute sent under Clause 9.1 above, the following provisions of the succeeding clauses mentioned below, as applicable, shall follow.

9.2 Mediation/Conciliation

If any dispute between the parties is not resolved within 60 days of receipt of Notice of Dispute, the concerned party may request the other party to refer the said dispute(s) for settlement through mediation / conciliation as per the provisions of Mediation Act, 2023 and applicable guidelines issued by Department of Expenditure, Ministry of Finance vide OM date 03.06.2024

9.3 Arbitration

a) The provisions under this Clause 9.3 shall be applicable only for disputes with a claim amount less than Rs. 10 Crores. For the purposes of determining the applicability of this clause, the claim amount shall include any previous claim(s) referred to Arbitration under the Contract and the value of such cumulative claim(s) shall be restricted to Rs. 10 crores only.

b) In case of failure to resolve a dispute amicably through amicable settlement / mediation / conciliation under the provisions of Clauses 9.1 and 9.2 above, either party may, subject to the provision under Clause 9.3.a above refer the said dispute for resolution through Arbitration under the administration of 'India International Arbitration Centre' ("IIAC"), established by an Act of the Parliament, i.e., the India International Arbitration Centre Act, 2019, in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, including any subsequent modifications and amendments thereof, which regulations are deemed to be incorporated by reference in this clause, to the extent these regulations are not inconsistent with this clause.

c) The seat of Arbitration shall be at Mumbai.

d) Parties further agree that following matters shall not be referred to Arbitration:-

   i. Any claim, difference or dispute relating to, connected with or arising out of IREL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;

   ii. Any claim, difference or dispute relating to, connected with or arising out of IREL's decision under the provisions of Integrity Pact executed between IREL and the Bidder / Contractor;

   iii. Any dispute pertaining to insolvency and bankruptcy, property laws.

e) The necessary arrangements for venue of arbitration proceedings, travel and stay of arbitrators, etc. shall be made by the Contractor. The total cost of Arbitration proceedings including all expenses incurred in relation thereto shall be shared equally by the parties.

9.4 Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

This Agreement is executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

Article 10 MISCELLANEOUS

10.1 Standard of Performance

The PMUs shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The PMUs shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-PMUs or Third Parties.

10.2 Terms of Reference

The scope of Services to be performed by the PMU is specified in the scope of work in RFP. The PMU shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

10.3 Applicable Laws

The PMU shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-PMU, as well as the Personnel and agents of the PMU and any Sub-PMU, comply with the Applicable Laws.

10.4 Conflict of Interest

The PMU shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

10.5 PMU not to Benefit from Commission, Discounts etc.

The remuneration of the PMU pursuant to Payment Terms specified in RFP hereof shall constitute the PMU sole remuneration in connection with this Contract or the Services and, the PMU shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the PMUs shall use their best efforts to ensure that any Sub-PMU as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

10.6 PMU and Affiliates not to engage in Certain Activities

The PMU agree that, during the term of this Contract, the PMU as well as any sub- PMU shall be disqualified from providing consulting or advisory services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services as demanded in this Project from the Authority’s vendors during Contract Period/ Agreement Period.

The PMU or their affiliates shall also not engage and shall cause their Personnel as well as their sub-PMUs or their personnel not to engage either directly or indirectly, during the terms of this Contract, any business or professional activities which would directly conflict with the activities/Scope of Services assigned to them under this Contract.

It is hereby clarified that this clause is limited to pure advisory and consultancy services only and not applicable to banking relationship including any regular advisory services provided by banks.

10.7 Confidentiality

The PMU and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority for a period of 6 months beyond Agreement Period, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority. It is hereby clarified that the pre-existing Intellectual property (IPR) of a PMU and IPR developed by a PMU independent of the Contract will be owned by the PMU including any and all derivative works, including modifications or enhancements of the same made before, during, and after the Contract.

10.8 Indemnity

The PMU shall, subject to the provisions of this Agreement and the Applicable Laws, indemnify IREL, for an amount not exceeding one time the value of the Agreement, only for any direct loss or damage that is caused due to any deficiency in Services.

10.9 Accounting, Inspection and Auditing

PMU shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to the Authority as and when requested by the Authority.

10.10 PMU requiring Authority's prior Approval

The PMU shall obtain the Authority's prior approval in writing before taking any of the following actions:

(i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;

(ii) entering into a subcontract for the performance of any part of the Services as per provision of RFP.

(iii) any other action that may be specified by the Authority during the course of this Contract.

10.11 Reporting Obligations

The PMU shall submit to the Authority the reports and documents specified in specified in RFP, within the time periods set forth in the said Clause.

10.12 Documents Prepared by the PMU to be the Property of the IREL

All plans, drawings, specifications, designs, documents, reports and other documents prepared by the PMU in performing the Services shall become and remain the property of the Authority, and the PMUs shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.

10.13 Accuracy of Documents

The PMU shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. In case of data collected by it from the Authority or Government Agencies then the PMU shall attempt to ensure the accuracy through spotting inconsistencies /apparent errors to the extent possible and check completeness as per rules and regulations. Subject to the provisions it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the PMU or arises out of its failure to conform to good industry practice.

10.14 Fairness and Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

10.15 Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 9.3 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

organization	Authorized Signatory	Signature of Witness
Authority	________________________ Mr. (Name and Designation)	**Witness 1** Sign: Name: **Witness 2** Sign: Name:
PMU	________________________ Mr. (Name of the PMU)	**Witness 1** Sign: Name: **Witness 2** Sign: Name:

ANNEXURES

Annexure 1: Pre-Qualification Particulars of the bidder

Form 1 - PARTICULARS OF THE BIDDER

S. No.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. incorporated private company, limited company, LLP): c) Country of Incorporation d) Address of the corporate headquarters and its branch office(s), if any, in India e) Date of incorporation and/ or commencement of business	
2.	Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project	
3.	Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder a) Name b) Designation c) Company d) Address e) Telephone & cell Number f) Email address	
4.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Company d) Address e) Telephone Number f) Email address	
5	No of technical persons/supervisors working for the organization, organization chart of key official	Use separate sheet for organization chart

The following information shall also be provided for the Bidder

S. No.	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (similar nature or other)?		
2	If the answer to 1 is yes, does the bar subsist as on the Application Due Date or Bid Due Date?		

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Form 2 – Conditions of Eligibility

S.no	Eligibility Requirement (Clause 5.4)	Eligibility with documentary evidence
1.	Bidder should be a Company registered in India under Companies Act 2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008.	**Yes/No**
2.	The bidder should meet the Pre-qualification Criteria as mentioned in Clause 7.1	**Yes/No**
3.	The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.	**Yes/No**
4.	Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as Bid Due Date, would not be eligible to submit the Bids	**Yes/No**
5.	EMD Details	**Yes/No**

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Form 3 – Details of Similar Works for Prequalification Criteria

Project Citation Format

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
Name of Project	
Name of client	
Total Project value (INR)	
Project Start Date	
Project End Date	
Brief Narrative Description of Project	
Assignments undertaken by the successful bidder that are relevant to current project	
Attached Documents as mentioned in RFP	Work Order, Contract copy describing clearly the scope of work, Completion certificate/ Satisfactory WIP certificate/Go-Live certificate for the projects mentioned are to be attached

Certificate from the practicing-chartered accountant

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

UDIN:

(Signature, name and designation of the authorised signatory)

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Form 3(A) – Format for Certificate from Practicing Chartered Accountant for Eligible Projects

(WHERE COMPLETION CERTIFICATE NOT SUBMITTED BY BIDDER)

CERTIFICATE FROM THE PRACTICING CHARTERED ACCOUNTANT

Based on its books of accounts and other published information authenticated by it, this is to certify that …………………….. (name of the Bidder) was engaged by ………………….. (title of project company) for ………………. (name of project).

The total fees received by the Bidder for the projects is ……………………

We further certify that the project was completed on …………….. (date).

Name of the audit firm:

Seal of the audit firm:

Date:

License/registration no:

UDIN NO.

(Signature, name, designation of the authorized signatory of the audit firm)

Signature of Authorised Signatory with seal

Form 4 – Financial Capacity of the bidder

Name of Project:

Name of Bidder:

Net-worth of Bidder

Net-worth of the Bidder **As per last Financial Year's audited financial statements dated** ______________________ **Currency** ____________	___________ (in figures)	___________ (in words)

Turnover of the Bidder

Turnover of the Bidder **For the last three Financial Years ending [month], [year]** **Currency** ____________	FY _______	FY _______	FY _______
	___________ (in figures)	___________ (in figures)	___________ (in figures)
	___________ (in words)	___________ (in words)	___________ (in words)

Certificate from the practicing-chartered accountant

This is to certify that the net worth of the bidder(name of the Bidder) is INR……..as on…...and de turnov of the bidder shown above against the respective years.

Name of the audit firm:

UDIN Number:

Seal of the audit firm

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Note:

- The Bidders should provide all necessary documents in support of the financial strength including audited financial statements and/or certificate from practicing chartered accountant.

Annexure 2: Power of Attorney of Signing the Bid

(Notarized)

Know all men by these presents, We, (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ___________ and presently residing at , who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Please mention the name of the RFP" proposed or being developed by the IREL (India) Limited (the "IREL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to IREL, representing us in all matters before IREL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with IREL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with IREL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2026

For____________________________ (Signature)
(Name, Title and Address) Witnesses:
1.
2.

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure 3: Undertaking by the bidder (Ethics)

Date:

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

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

I / We agree and undertake:

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

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

Signature………………………………………………………………………………..
Name………………………………………………………..…………………………..
Title……………………………………………………………………………………..
Name of the Company and Address (with Seal)………………………………………..

Annexure 4: Bid Submission Letter (Techno-Commercial)

Dated:

To:

Subject: Request for Proposal (RFP) Selection of PMU for upcoming ERP Projects of IREL

Dear Sir,

1. With reference to your tender no _______________ I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct.

3. This statement is made for the express purpose of participating as Bidder for the of the aforesaid Project

4. I/ We shall make available to IREL any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of IREL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by IREL.

b. I/ We do not have any conflict of interest in accordance with the RFP document.

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or Expression of Interest issued by or any agreement entered into with IREL or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

9. I/ We believe that we satisfy the requirements as specified in the RFP document and are/ is qualified to submit the Bid.

10. I/ We certify that in regard to matters other than security and integrity of the country, we have not

been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of ineligibility in terms of the provision of the RFP, we shall intimate IREL of the same immediately.

13. I/We acknowledge and agree that in the event of a change in control of the organization, I/We shall inform IREL forthwith along with all relevant particulars and IREL may, in its sole discretion, disqualify us or withdraw the Letter of Intent, as the case may be.

14. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IREL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IREL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.

17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.

18. We have studied all the Bidding Documents (RFP) carefully. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IREL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.

19. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, Technical information, and our own estimates of costs and after a careful assessment of the site conditions and all the conditions that may affect the Bid.

20. With reference to above, this is to confirm that we have not changed/ modified the RFP documents as appeared in the website/ issued by you.

21. We hereby confirm that we have not taken any deviation from RFP clauses together with other references as enumerated in the above referred RFP.

22. We hereby confirm our unqualified acceptance to all terms & conditions of RFP. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

23. We agree to keep this Bid valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP or such further period as may be requested by IREL.

24. We accept that, we will not modify our bid during the bid validity period, and undertake to submit security deposit/performance security within the stipulated period and honour the contract after award of contract. In the event of any modification to our bid by us or failure on our part to honour the contract after final award or failure to submit security deposit / performance security, our firm

may be debarred from participation in any tender/contract notified by IREL(India) Limited for a period of one year

25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder Firm, Place : Date………..

Annexure 5: Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed etc.]

B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted)]

Firm's Name	
Assignment/job name	
Description of Project	
Approx. value of the contract (in Rupees):	
Country:	
Location within country:	
Duration of Assignment/job (months) :	
Name of Employer:	
Address:	
Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
Name of senior professional staff of your firm involved and functions performed	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e., copy of work order, contract each of above-mentioned assignment and completion certificate. The experience shall not be considered for evaluation if such requisite supporting documents are not provided with the proposal.

Annexure 6: Team Structure and their role

Sl. No.	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Total Years of Experience	Position and Task Assigned to this Job/Assignment	Remarks (if any)
1							
2							
3							
4							
5							

Note: Detailed CVs of the key personnel should be submitted as per format

Annexure 7: Curriculum Vitae (CV) for Proposed Experts and Support Staff

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

   From [Year]: To [Year]:

   Employer:

   Positions held:
10. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

    [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks Listed under point 10.]

    (i) Name of Assignment/job or project:

    (ii) Year:

    (iii) Location:

    (iv) Employer:

    (v) Main project features:

    (vi) Positions held:

    (vii) Activities performed:
12. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

I. This CV correctly describes my qualifications and my experience.

II. I am not employed by the Executing /Implementing Agency.

III. I am/I am not in regular full-time employment with the Bidder

IV. I am willing to work on the project and I will be available for entire duration of the project assignment as per task assigned to me.

V. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.

VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert or authorized representative of the firm]

Full name of authorized representative:

Annexure 8: No Blacklisting certificate

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted

No-Blacklisting Affidavit

I M/s. ……………… (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Maharashtra (GoG) / any other entity of Government of Maharashtra or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in this Project/s as on the__-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this ……………………..Day of , 2026.

Name of the Bidder

Signature of the Authorized person Name of the Authorized Person

Annexure 9: Format of Price Bid

The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through GEM portal.

Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To,

IREL (India) Limited

Corporate Office, Mumbai,

Maharashtra. Selection of PMU for upcoming projects

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the IREL under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

TABLE-1: Price format for PMU services for PMU project

S.No	Item Description	Total Price (Inclusive of GST)
1	PMU Services for ERP Implementation	

Note:

1. In online BoQ GST to be quoted in inclusive of tax.
2. The aforesaid fee payable will cover the costs of all travel & transport to Mumbai and project site. No additional charges in respect thereof will be due or payable.
4. Office space will be provided by IREL to PMUs at IREL office.

5 All other charges are considered to have been included in the above fee.

6 Payments will be made within 30 days of submission of invoice and will be made as per the terms of payment.

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Annexure 10: Abstract of assignments of key personnel

S.no	Name of the Personnel	Name of the Project	Estimated capital cost of the project	Name of the firm for which work undertaken	Date of completion of assignment	Designation of the Key Personnel on the assignment
1.						
2.						
3.						

* Use separate form for each personnel

Annexure 11: Format of Secrecy Agreement

[Secrecy Agreement to be executed on a Non-Judiciary Stamp paper of Rs.200/-]

THIS AGREEMENT, made and entered into this ____ day of ___________, 20__ by and between IREL (INDIA) LIMITED., a company incorporated under Indian Companies Act having its registered office at Plot No.1207, , Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called "IREL") on one part and ___________________, a company duly incorporated under ...., with its registered office .... (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESS:

WHEREAS, IREL intends to engage a PMU for its upcoming projects

WHEREAS _______ require information relating to the various projects to be undertaken by IREL.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term "Confidential Information" means:

   (1) All details supplied by IREL on technical, commercial and other information and data on the Process.

   (2) All details supplied by IREL on technical, commercial and other information and data relating to the products.

2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:

   (i) at the time of its disclosure hereunder is in the public domain,

   (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),

   (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or

   (iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

   For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
4. Upon request of IREL, ----------------- shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with IREL.

1. For ________________________

   Witness:

   (Name)

   Designation

2. (Name)

   Designation

3. (Name)

   Designation

Annexure 12: EMD/Bid Security

(to be issued from a nationalized bank/approved scheduled bank)

B.G. No. Dated

In accordance with Bid No.__________ Dated ________ for the work of ___________ (herein after referred to as "the said Works") for Rs.______________ (Rupees___________ only), under ______ (Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s ________________ Address ________________________ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank 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, 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 Bid. 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 including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid.

We ________________ Bank further agree that the guarantee herein contained 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 under the terms and conditions of the Bid for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the bid have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____________________ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Bid 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 Bid 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 or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _______________________Bank do hereby further agree that any change in 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 in writing.

Notwithstanding anything to the contrary contained herein before :

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

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

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

Dated the __________ day of __________ 20--
________________Bank

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

Bank's Common seal

Annexure 13: Format of Bank Guarantee for Security Deposit

(to be issued from a nationalized bank/approved scheduled bank)

WHEREAS on or about the___________ day of___________________________ M/s ______________(Tenderer's name & address), having its registered office situated at _______________(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. ___________________dtd._________________________ with (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for ________________(details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs.______ (Rupees____________________ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee till completion of the guarantee period.

We ___________________Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

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

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

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

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We_______________________ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Notwithstanding anything to the contrary contained herein before :

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

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

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

Dated the___________ day of __________20___

____________________Bank

(Signature with name in Block letters with designation, Attorney as per power of attorney No.________ dt ________)

Bank's Common seal

Annexure 14: EMD Declaration

I have furnished a sum of Rs. 17.00,000/- (Rupees seventeen lakhs only) towards EMD vide NEFT/RTGS No.…………………. dated…………………………

Place: Signature of tenderer:

Full Address:

IREL Bank Details

Name of the Bank	HDFC Bank Limited, V S Marg, Opp. Siddhivinayak Temple, Prabhadevi, Mumbai - 400028
Account Type	Current Account
Account Number	00122320000135
IFSC Code	HDFC0000012

Details of payment to be uploaded to purchase-ho@irel.co.in

Email should contain the following details

1) Name of the company
2) Transaction ID with details Bank and Branch