



**आईआरईएल (इंडिया) लिमिटेड**  
**IREL (INDIA) LIMITED**  
 (Formerly INDIAN RARE EARTHS LIMITED)  
 (भारत सरकार का उपक्रम / A Govt. of India Undertaking)  
 मणवालाकुरिचि / MANAVALAKURICHI – 629 252  
 कन्याकुमारी जिला / Kanyakumari District, तमिलनाडु / Tamil Nadu  
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 ई-मेल / e-mail : [irelmk@dataone.in](mailto:irelmk@dataone.in) Website : <http://irel.co.in>  
**An ISO 9001, ISO 14001, OHSAS 18001 Certified Unit**

#### SCHEDULE OF TENDER (SOT)

|   |  |  |
|---|--|--|
| a | NIT NO & Date  | MK/P.19-12 /ET 19./2021-22 dated 12-06-2021  |
| b | Name of Work   | Obtaining "No increase in Pollution Load Certificate" acknowledgement from Parivesh and obtaining "No increase in Pollution load certificate" from TNPCB for the proposed change in product mix ie. including Sillimanite mineral along with other minerals viz. Ilmenite, Rutile, Zircon, Monazite and Garnet without changing the total quantity of minerals mentioned in the TNPCB consent order and obtaining Consent for change in product mix.                                 |
| c | MODE OF TENDER<br>E-Procurement System.<br><a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a>  | Public Tender.<br>E-Procurement System.<br><a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a>  |
| d | E-Tender NO  | IREL/Kanyakumari/21-22/ET 19   |
| e | Date of NIT (available to parties to download )  | 12-06-2021   |
| f | Date of Starting of online Pre-bid meeting   | NA   |
| g | Date of Closing of online Pre-bid meeting  | NA   |
| h | Estimated Contract Value   | ₹2,20,000/-  |
| i | i) Tender Document Charges(TDC)<br>Note: Company/Unit registered with MSME/NSIC are exempted from payment of TDC provided they submit valid MSME/NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated. Govt Undertaking /PSUs are exempted from payment of TDC | Nil  |
|   | ii) Earnest Money Deposit(EMD)<br><b>Note:</b> PSU, State Govt. Undertakings are exempted from payment of EMD. MSME/SSI units are exempted from payment of EMD provided they submit valid MSME/ NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated.          | Nil<br><b>Bid Security Declaration is to be signed and submitted along with the technical bid</b>  |
|   | iii) Transaction Fee<br><b>Note:</b> Please note that vendors will have the access to online e-tender only after Transaction fee by NEFT in favour of <b>MSTC Limited, Kolkata.</b>  | <b>₹1180 (-₹1000/-</b> (Rupees One thousand only) plus GST @ 18% )<br>Note: Please note that vendors will have the access to online e-tender only after Transaction fee is paid vide RTGS/NEFT or through Online payment. In order to provide competitive bidding it has been decided that transaction fee paid by the bidders shall be reimbursed back to them after finalization of tender. However, for participation in tender the transaction fee is to be borne by the bidder. |
| j | Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid<br>at <a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a>  | 12-06-2021 at 10:00 Hrs  |
| k | Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.  | 30-06-2021 at 14:00 Hrs  |
| l | Date & time of opening of Part-I(i.e.Techno-Commercial Bid)  | 30-06-2021 at 14:30 Hrs  |
| m | Date & time of opening of Part-II (ie Price Bid)   | Shall be informed separately.  |
| n | Validity of Tender   | 120 days from the date of opening of tender.   |
| o | Delivery/ Completion Period  | As per annexure III  |

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## **Important instructions for E-procurement**

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

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| 1 | <p>Process of E-tender :</p> <p><b>A. Registration:</b> <u>The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. For queries related to registration with MSTC, prospecting vendors may take help from dedicated help-desk no. 033-22901004.</u> Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Select IREL Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact IREL / MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person of Tendering Authority:</i></p> <p>1. <b>Mr. Ramakanta Dash</b><br/>Chief Manager (Stores) &amp; HOD(Purchase)<br/>Mobile No: +91 9438338213 Land phone: 04651-200402<br/>Email: <a href="mailto:purchase-mk@irel.co.in">purchase-mk@irel.co.in</a></p> <p>1. <b>Mrs. S. Latha,</b><br/>Assistant Manager (Purchase)<br/>Mobile No: 9442525813<br/>Email: <a href="mailto:slatha@irel.co.in">slatha@irel.co.in</a></p> <p><i>Contact person (MSTC Ltd):</i></p> <p>1. <b>Mr. V.G. Moorthy</b><br/>Manager<br/>Mobile No : +91 9176616410<br/>Email : <a href="mailto:vgmoorthy@mstcindia.co.in">vgmoorthy@mstcindia.co.in</a></p> <p>2. <b>Mr. Remil Rashid</b><br/>Dy. Manager<br/>Mobile No : +91 9946473645<br/>Email : <a href="mailto:rrashid@mstcindia.co.in">rrashid@mstcindia.co.in</a></p> <p><b>Help-desk nos. 033-40645207, 40645316, 40609118, 22831002, 22891401, 22891005, 22901004, 22895064.</b></p> |
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|   | <p>B) System Requirement:</p> <ol style="list-style-type: none"> <li>Windows 7 or above Operating System</li> <li>IE-7 and above Internet browser.</li> <li>Signing type digital signature</li> <li>Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ol> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:<br/>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</li> </ul> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>   |
| 2 | <p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>   |
| 3 | <p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>   |
| 4 | <p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>NOTE</u></b></p> <ol style="list-style-type: none"> <li>Please note that vendors will have the access to online e-tender only after Transaction fee is paid vide RTGS/NEFT or through Online payment.</li> <li>In order to provide competitive bidding it has been decided that transaction fee paid by the bidders shall be reimbursed back to them after finalization of tender on submission of payment details transaction fee payment challan, generated in MSTC website alongwith request letter. However, for participation in tender the transaction fee is to be borne by the bidder.</li> <li>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</li> </ol> |
| 5 | <p>Information about tenders /corrigendum uploaded only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>  |
| 6 | <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>   |

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| 7  | <p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees is non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority after finalization of the order.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under IREL (India) Limited → My menu → Auction Floor Manager → live event → Selection of the live event</li> <li>The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</li> <li>After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</li> <li>Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</li> <li>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</li> </ol> |
| 8  | Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.   |
| 9  | No deviation to the technical and commercial terms & conditions are allowed.  |
| 10 | The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.   |
| 11 | Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.   |

## General Terms & Conditions

### Definition of Terms

#### **a) Purchaser/Company/IREL**

The 'Purchaser/Company/IREL' shall mean IREL (India) Limited, incorporated under the Companies Act, 1913 and having its registered office at Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

#### **b) Contractor/Supplier/Tenderer/Bidder**

The 'Contractor/Supplier/Tenderer/Bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.

#### **c) Subcontractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

#### **d) Contract**

The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.

#### **e) Engineer / Engineer-in-Charge (EIC)/ Officer-in-Charge (OIC)**

The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) and "Officer" as used herein shall mean engineer or Officer-in-Charge (OIC) as are designated by the company.

#### **f) Tender Specification**

The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

#### **g) Contract Specification**

The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract

#### **h) Letter of Intent (LOI)**

The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.

#### **i) HO/CO**

The term "HO/CO" shall mean Head Office /Corporate Office, Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

#### **j) Site**

The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

## 1. General

- 1.1 Contractor has to make own arrangement for tools and tackles, lifting equipments, transportation and any other materials and consumables required for completion of the work unless otherwise stated specifically.
- 1.2 The Contractor shall be allowed to work daily from 08.00 to 16.00 hours except on Sundays and holidays unless otherwise stated specifically.
- 1.3 The contractor shall deploy adequate skilled / semi-skilled / unskilled labourers, required for the work and carry out the work strictly as per the instruction of EIC/OIC. If required, the Contractor shall deploy additional labour in order to complete the work in shorter duration depending upon the requirement.
- 1.4 Any information/doubt regarding the details of this tender shall be clarified from the Company officials between 8 a.m. and 4 p.m. on all working days (except Sundays & holidays) over phone/mail.
- 1.5 The Company reserves the right to accept or reject any tender/offer without assigning any reason whatsoever and no tenderer shall claim over such action.
- 1.6 Water and electricity required for the work shall be provided by the Company free-of-cost.

## 2. Validity of Offer

Offers submitted by the tenderer shall be valid for 120 days from the date of opening of offer.

## 3. ~~Contract agreement.~~

~~The successful Contractor shall have to execute an agreement for the due fulfillment of the contract. A stamp paper worth Rs.100/- (Rupees One Hundred only) is to be produced for executing the agreement. If the successful tenderer fails to execute the agreement within one month from the date of issue of the order,~~

## 4. Standards

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

## 5. Scope of Order and Specifications

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

## 6. Inspection of site

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

## 7. ~~Earnest Money Deposit (EMD)~~

~~7.1 Tenderers shall remit EMD through NEFT/ RTGS in favour of M/s IREL (India) Limited, Manavalakurichi as mentioned in SOT. Details of payment should be uploaded in MSTC portal and E mail to be forwarded to IREL (India) Limited at "purchase.mk@irel.co.in" clearly mentioning full postal address of the Tenderer, E Tender No for which EMD & TDC were paid, Payment details including amount, UTR No and bank details from which payment was done.~~

~~7.2 Persons / Firms / Body Corporate registered with NSIC or under MSME Development Act 2006, are exempted from payment of EMD subject to the production of proof of current registration certificate in line with the subject requirement along with the offer. Scanned copy of MSME certificate is to be uploaded.~~

~~7.3 The Earnest Money shall stand forfeited in favour of M/s.IREL (India) Limited. without any further notice to the tenderer if:-~~

- ~~i. The tenderer indulges himself in any undesirable practice or malpractice.~~
- ~~ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s.IREL (India) Limited.~~

- ~~iii. The tenderer does not convey his written acceptance within a maximum period of 15 days from the date of issue of the work order placed on him.~~
- ~~iv. The successful tenderer does not deposit the security deposit within 30 days from the date of issue of the work order.~~
- ~~v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract within 30 days from the date of issue of work order~~

**Bid Security Declaration should be submitted alongwith the offer.**

## **8. Security Deposit (SD)**

- 8.1 The successful Contractor shall furnish a Security Deposit amounting to 3% of the total value of the contract.
- 8.2 The Security Deposit may be remitted in the following forms:
  - i) Through NEFT/ RTGS in favour of M/s. IREL (India) Limited, Manavalakurichi.
  - ii) Demand draft drawn on State Bank of India in favour of M/s. IREL (India) Limited
  - iii) Irrevocable Bank Guarantee from any Scheduled / Nationalised bank acceptable to M/s. IREL (India) Limited as per annexure IX.
- 8.3 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations; alterations or extensions of time as may be made, given conceded or agreed to between the contractor and M/s. IREL (India) Limited under the General Conditions or otherwise.
- 8.4 The security Deposit furnished by the successful tenderer shall not carry any interest whatsoever.
- 8.5 EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee is to be submitted towards SD in the prescribed format as per annexure IX.
- ~~8.6 In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1<sup>st</sup> running bill of the contractor.~~

## **9. Retention money:**

- 9.1 Where in a contract, payment is made on progressive billing of work executed, 5% of the bill value shall be retained at the time of making payment towards rectification/defective work made as retention money.
- 9.2 The total SD and retention money together towards performance guarantee shall not exceed 10% of the contract value.

## **10. Refund of SD and Retention money:**

- 10.1 Before releasing SD or retention money in respect of supplies/works, a "No Due Certificate" shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/contractor.
- 10.2 EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by contractor.
- 10.3 On receipt of "no dues certificate" from EIC/OIC, SD or retention money retained in the form of B.G and / or any form shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL (India) Limited under any other contract.



#### **11. Forfeiture of SD & Retention Money:**

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

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

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

#### **12 Assignments and Subletting**

12.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.

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

#### **13. Prices**

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Limited to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The prices shall be itemized in accordance with the Price Schedule attached in Price bid and the Bidder quoted for all items as per Price bid format will only be considered. All prices in the tender shall be inclusive of all applicable taxes and all other statutory levies applicable. The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL (India) Limited is not responsible for remittance of such tax collections.

#### **14. Taxes, duties & levies**

14.1 Bidders must clearly mention their GSTIN number in the offers and invoices, IGST, CGST & SGST rates shall be clearly mentioned in the offer indicating the applicable rates in order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of GSTIN Tax invoice as per the prescribed formats by the statutory authorities.

14.2 You shall remit the tax collected within the stipulated period to the government and file the return.

14.3 Your GST Compliance rating will also be considered as one of the parameter during vendor evaluation

14.4 Income Tax and other Taxes will be deducted at source, if applicable as per rule.

14.5 Any Change in taxation during the tenure of contract will be as per applicable statute.

#### **~~15. Performance test~~**

~~The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in this Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the contractor regardless of whether the erection has been carried out by him or any other agency. On the satisfactory completion of the performance test, the Purchaser will issue an acceptance certificate on written request from the Supplier. The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.~~

#### **16. Alteration of specifications, patterns and drawings**

During the progress of the work, the Purchaser may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and the Purchaser. Such changes shall not invalidate the contract. The contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with. No change in the scope of the work shall be made without a written instruction issued therefore by the Purchaser. Revised drawings, bills of materials or specifications, shall also be considered as written instructions. In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed

to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of the Purchaser, in the cost, shall be final and conclusive.

**17 Patent Rights etc:**

- 17.1 The contractor shall fully indemnify the purchaser against all actions, demands, claims, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters of patent, design or copy-right of any plant supplied by the contractor.
- 17.2 The Purchaser on his part warrants that any design or instruction furnished or given by him shall not be such as will cause the contractor infringe any letter of patent, registered design, trade mark, or copy-right in the performance of the contract.

**18. Correspondence**

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

**19. Compliance with Statutory and Other Regulations**

- 19.1 The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.
- 19.2 **The Contractor should (a) obtain Code Nos./Account Nos. for the Workmen's Provident Fund from R.P.F.C., (b) effect recovery of Provident Fund contribution of the workmen (c) make arrangement for crediting employer's contribution and (d) maintain Workmen Provident Fund Accounts through R.P.F.C. as required. The Contractor should produce all the records pertaining to the above along with the final bill for verification by the Company.**
- 19.3 Statutory Records & Registers to be maintained by the Contractor under Mines Act
  - a. Form-A
  - b. Form-D
  - c. Form-O(Initial Medical Examination)
- 19.4 Register & Records under Contract Labour (Regulation & Abolition) Act, 1970 :
  - a. Muster Roll
  - b. Wage Register
  - c. Employment Card
  - d. Wage Slip
  - e. Licence under Contract Labour (R&A) Act 1870Contractor has to obtain Labour Licence if the number of labourers engaged by him exceeds Nineteen (19) Records required for Contractor engaging labourer(s) brought from the states other than Tamil Nadu, Under Inter-state Migrant Workmen Act:
    - (i) Inward and Outward Journey Statement in Form XV and XVI in case of Inter-state Migrant Workmen.
    - (ii) The Contractor to obtain licence under Inter-state Migrant Workmen Act, if the number of Migrant Workmen exceeds four (4)
  - f. **Contractor Enrolment / Registration Form (Annexure IX) filled by the successful contractor after receipt of work order.**
- 19.5 Minimum Wages Act, 1948
  - a. The Contractor will be liable to pay to his workmen minimum wages notified from time to time by the Government of India.
  - b. Monthly wages to be disbursed in the presence of the representative of the Company before 10th of every month.
- 19.6 Employee's Compensation Act, 1923

The Contractor is liable to pay compensation to his workmen in case of accident(s). The contractor shall produce valid insurance policy towards the same before commencement of the work. Contractor will not be permitted to commence the work without a valid policy. The contractor shall indemnify the company from all losses and expenses arising out of the delay in commencement of the work.

- 19.7 The contractor shall ensure that he shall comply with all statutory Act and Rules governing labour engagement which includes inter-alia EPF & Misc. Provisions Act 1952, Payment of Wages Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Contractor Labour (Regulation & Abolition) Act, 1970, Mines Act 1952, Employee's Compensation Act, 1923, Payment of Gratuity Act 1972 etc. and shall indemnify the Company from all losses arising out of non-compliance of the statutory Act and Rule by the contractor.

## **20 Safety regulations**

- 20.1 It shall be the sole responsibility of the Contractor for the safety and welfare of all the erection crew/workers at site and they shall abide by the rules and regulations of the Company regarding working, etc. The contractor shall comply with all statutory provisions under Mines Act, Atomic Energy Act, Industrial Disputes Act, Contract Abolition Act, Employee Compensation Act, Minimum Wages Act and the respective rules made there under in all matters connected within their services, safety, etc. and absolve the Company fully from any or all claims/disputes/ damages, etc.
- 20.2 The contractor shall ensure that all his employees working within IREL (India) Limited premises/mine posses valid Vocational Training Certificates issued under Mines vocational Training Rules 1966. Persons not possessing valid vocational training certificates has to undergo Vocational Training (VT) at IREL (India) Limited, MK's VT centre and shall be allowed only after completion of VT duly certified by VTO,MK. Period of training shall be as directed by I/c VT based on the type and nature of job contained in the WO.
- 20.3 The Contractor shall ensure that all his employees have to undergo Initial Medical Examination as per Mines Rules, 1955. The contractor shall submit the Medical Examination Certificate (Form-O) of all his employees before commencement of work.
- 20.4 The Contractor should strictly follow the safety procedures detailed in the AERB Safety Guide for works contracts.
- 20.5 The successful Contractor shall furnish in advance, a list of man - power employed by them daily to the Company authorities and shall keep a register for this purpose. The Contractor should abide by all Safety and security regulations of the Company and provide personal protective equipments to the employees. All safety precautions are to be taken before commencing the work. The contractor shall start the daily work after obtaining Safety permit from the company and should strictly follow the instruction of safety permit.
- 20.6 The contractor shall ensure compliance of all requirements of statute and the system related to safety. Non compliance of any safety laws/directive of EIC/OIC shall attract penalty. Amount of penalty imposition shall be at the sole discretion of EIC/OIC which shall be binding on the contractor and cannot be claimed for its waiver.

### **20.7 “Safety belts with double lanyard only are to be used for work at height”**

## **21 Security regulations**

The Contractor shall abide by all the security regulations at site promulgated by the Purchaser from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site. IREL (India) Limited shall have the right to instruct the contractor to recall his personnel in case of unsatisfactory behavior. The Contractor shall undertake the work strictly as directed by IREL (India) Limited officials.

## **22 Accident or Injury to Workmen**

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the contractor and the contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident .

**23 Method of black listing vendors**

- a. Any failure to supply/execute the contract as per order shall be considered for black listing vendors name from approved list of vendors. The black listed vendor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.
- b. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions or prices or withdraw his quotation subsequent to the date of opening.
- c. Further, the vendor shall be banned from doing any business with the company in case of:
  - (a). If security considerations including question of loyalty to the state so warrant .
  - (b). If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings .
  - (c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

**24 Basis of Evaluation:** Unless provided for otherwise; bids shall be evaluated to arrive at L1(Lowest) status considering the landed cost net of GSTIN credit / loading as the case may be for placement of order among those bidders whose offers are techno-commercially acceptable to IREL (India) Limited.

**25. Liquidated Damages**

For delays attributable to the supplier/contractor liquidated damages shall be levied at the rate of 0.5% per week or part thereof on the value of unfinished supply/work for each week of delay subject to a maximum of 5% of the total contract value. However if separate period of completion is specified for certain item of work or group of items of work at the time of issuing the order the liquidated damage can be levied accordingly for the value of the item of work or group of items of work. The Purchaser may at his option and without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in his hands due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract.

**26 Secrecy**

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by the Purchaser or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

**27 Indemnity**

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

**28 Termination of Contract**

IREL reserves the right to terminate the contract at any time, without assigning any reasons by giving two weeks' notice in writing and without any liability to pay any compensation. However, the contractor shall have no similar right to terminate the contract.

**29 Death, Bankruptcy, etc.**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, .or any person in whom the contract may become vested,

shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

**30 Force Majeure:**

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

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

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

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

**31 Arbitration**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL (India) Limited and the authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration. The provisions of The Arbitration & Conciliation (Amendment) Act, 2015, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL unit where the contract is executed.

**32 Legal Capacity**

The tenderer shall satisfy the Purchaser that he is competent and authorized to submit the tender and/or to enter into a legally binding contract with the Purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him, is legally binding upon himself, his firm or Company, as the case may be.

**33. Jurisdiction**

The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

The contract shall be deemed to have been entered into in MANAVALAKURICHI and all cases of action in relation to the contract will thereof be deemed to have arisen within the jurisdiction of Civil Court of NAGERCOIL / THUCKALAY

**34 Police Verification Certificate**

The successful contractor is responsible to produce recent Police Verification Certificate (PVC) for himself and all contract workmen to be engaged in IREL (India) Limited, prior to commencement of work and PVCs are to be submitted to Security-in-Charge without fail. Non submission of PVCs would entitle disqualification of contractor from entering in IREL (India) Limited premises.

**35 Risk Purchase Clause**

After award of the contract, if the tenderer fails to execute the contract as per tender or at any time repudiates the order, IREL (India) Limited have the right to forfeit the EMD/SD and execute the contract through other agencies at the risk and cost of the contractor. The cost differences between the alternative arrangements and total contract value will be recovered

from the contractor along with other incidental charges. In case of execution of contract through alternative sources and if price is lower, no benefit on this account will be passed on to the contractor.

**36 Cancellation:**

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

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

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

**37. GENERAL INFORMATION OF PLANT SITE - MANAVALAKURICHI**

1. Location: IREL (India) LIMITED
2. Works Terrain: Sandy Plain Terrain
3. Climatic Conditions: The climatic conditions pertaining to the plant site are generally as indicated below:  
Maximum of mean daily temperature : 35°C  
Minimum of mean daily temperature: 20°C  
Relative humidity maximum : 95%  
Relative humidity minimum : 90%  
Maximum mean monthly wind velocity : 60 KMPH  
Maximum wind velocity between 40 KMPH... / .60 KMPH
4. Susceptibility to Earthquake ZONE III
5. Railways:  
The Broad gauge line of Southern Railway connecting Chennai and Cape Comorin passes at a distance of 20km from the boundary of the plant site. The major Railway stations are (i) Nagercoil at a distance of about 20 km and (ii) Eraniel at, a distance about 13 km.
6. Sea Ports:  
The nearest seaport Tuticorin is approximately 160 km by road.
7. Airport:  
The nearest airport is at Thiruvananthapuram at a distance of 67 km by road. From Thiruvananthapuram flights are available to all major towns of India.
8. Communications:  
Postal and Telephone facilities are available at  
Post : Manavalakurichi  
Telephone : (04651) 237255 to 237257  
Fax : 04651 - 237220  
E-mail : [purchase-mk@irel.co.in](mailto:purchase-mk@irel.co.in)  
Website : [www.irel.co.in](http://www.irel.co.in)

The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility to satisfy himself of the site condition and sufficiency of the tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

### **PRE-QUALIFICATION CRITERIA**

The Auditor / Consultant / Reputed Institution should submit the following towards Pre-Qualification Criteria:

1. The Auditors/ Consultant / Reputed Institution should have been approved / accredited by MoEF & CC, New Delhi (NABET / QCI) (Documentary evidence should be provided).
2. The Consultant should have obtained Environmental Clearance for at least one Project in Tamilnadu in the last 5 years (Documentary evidence should be provided).

(or)

The auditor/ consultant should have prepared atleast one “No increase in Pollution Load Certificate” acceptable to Tamilnadu Pollution Control Board.  
(Documentary evidence should be provided).

In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

## SPECIAL CONDITIONS OF CONTRACT (SCOC)

### **Scope of work:**

The scope of work includes preparation of Pollution Load Assessment Report, No increase in Pollution Load Certificate, uploading the certificates in Parivesh portal, Obtaining the acknowledgment from Parivesh portal, Submitting the relevant documents to TNPCB and obtaining the Consent for inclusion of Sillimanite mineral in the product mix.

The work should be carried out as per the Circular Memo: TNPCB/P&D/F.004987/ PLAC/2017 dated 24.03.2021 and MoEF & CC's Notification S.O.980(E) dated 02.03.2021 in respect of obtaining Consent for change in product mix.

The details are mentioned below:

1. Collection of relevant data and preparation of Pollution Load Assessment Report.
2. Preparation of No increase in Pollution Load Certificate and submission of required copies to TNPCB as per the Circular Memo: TNPCB/P&D/F.004987/PLAC/2017 dated 24.03.2021.
3. Uploading the No increase in Pollution Load Certificate as in Appendix –I of the Circular Memo: TNPCB/P&D/F.004987/PLAC/2017 dated 24.03.2021 in the Parivesh portal and obtaining the acknowledgement of uploading of intimation.
4. Submission of the copy of the online system generated acknowledgement of uploading of intimation and the “No increase in Pollution Load Certificate” to TNPCB.
5. Providing the information on change in product mix as per the check slip prescribed in Appendix-II of the Circular Memo: TNPCB/P&D/F.004987/PLAC/2017 dated 24.03.2021 to TNPCB.
6. Addressing the technical queries and preparation of “Presentation material” as per Appendix-III of the Circular Memo: TNPCB/P&D/F.004987/PLAC/2017 dated 24.03.2021 to TNPCB and submission of hard copies & make presentation before the Pollution Load Assessment Committee (PLAC)” of TNPCB.
7. Obtaining “No increase in Pollution Load Certificate” from TNPCB for change in product mix.
8. The consultant has to carryout additional data collection if any required by MoEF & CC / TNPCB or any other latest Notifications / Circulars for successful completion of the above said work, without incurring any extra cost.
9. Attending the meetings with TNPCB in connection with obtaining “No increase in Pollution Load Certificate” and Consent for inclusion of Sillimanite in product mix. The auditor/consultant shall have to provide expert advice and guidance to IREL for obtaining the Consent for inclusion of Sillimanite in product mix.



### **3. Time schedule:**

- I. Base line data collection shall be started within 10 days from the date of work order.
- II. The draft Pollution Assessment Report shall be submitted to IREL within 30 days from the date of work order.
- III. The report shall be uploaded in the Parivesh portal within 40 days from the date of work order.
- IV. The application shall be submitted to TNPCB within 7 days from receipt of online generated acknowledgement from Parivesh /MoEF & CC.

### **4. Payment terms**

| Phase | Work Activity  | Payment in (%) |
|-------|--|----------------|
| I     | On collection of data, preparation of Pollution Load Assessment Report, uploading the documents in Parivesh portal and obtaining the acknowledge from MoEF & CC. | 30             |
| II    | On Submitting the documents to TNPCB and presentation before PLAC constituted by the TNPCB.  | 20             |
| III   | On obtaining “No increase in Pollution Load Certificate” from TNPCB.   | 20             |
| IV    | Submission of CTO (Direct) along with “No increase in Pollution Load Certificate”.   | 10             |
| V     | On obtaining Consent for inclusion of Sillimanite mineral in the product mix.  | 20             |

Payment will be made within 30 days of certification of contractor’s bill by engineer-in-charge/officer-in-charge.

All payment are subject to deduction of tax at source as applicable.

GST Law mandates Tax Deduction at Source (TDS) vide Section 51 of the CGST/SGST Act 2017, Section 20 of the IGST Act, 2017 and Section 21 of the UTGST Act, 2017.

Please mention IREL (India) Limited GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

All payments shall be done only through E-payment. Hence successful bidder has to provide Company name, Account number, Name of the bank, nature of account (Savings/ Current/ CC/OD), IFS Code, Branch Code along with invoice.

### Techno- Commercial Terms for Tenderer's Response

| SI No | Techno - Commercial Terms   | Response            |
|-------|---|---------------------|
| 1     | Tenderer must carefully study the technical specifications and general terms and conditions before participation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable. | AGREE               |
| 2     | Bidder agrees to submit Pre-Qualification Criteria  | AGREE               |
| 3     | Bidder agrees to provide validity of offer upto 120 days from date of opening of Techno-Commercial Bid.   | AGREE with Remarks  |
| 4     | Earnest Money Deposit(EMD) - Nil<br>Bidders agrees to submit Bid Security Declaration   | Upload with remarks |
| 5     | Bidder agrees to carry out the work as per the Special conditions of contract mentioned in Annexure IV  | AGREE               |
| 6     | Bidder agrees to upload GSTIN Details (Mention Exempt if you are a Non GSTIN Entity and provide Proof of the same)  | AGREE               |
| 7     | Bidder agrees to our Time Schedule and Payment term   | AGREE with Remarks  |
| 8     | <b>Undertaking</b> : Signed Scanned copy of Undertaking should be uploaded  | UPLOAD              |
| 9     | Upload complete Postal address of the Bidder, Telephone/ Mobile/ Fax No. of Vendor & E-mail id  | UPLOAD              |
| 10    | <b>Declaration of UAM number by MSE bidders is mandatory, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSE's order 2012</b>                     | UPLOAD              |
| 11    | MSME bidder agrees to register in TReDS   | AGREE               |
| 12    | All the charges must be in the price bid / schedule only. The charges mentioned other than in the price bid, anywhere else can not be considered.   | AGREE               |
| 13.   | Bidders agrees to register in GeM   | AGREE               |

ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

IREL (India) Limited a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in a ethical, rational & impartial manner with good corporate governance.

In our Endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and/or inducement to any of our employees for securing/being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertaking.

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

|   |   |
|---|---|
| <b>Chairman &amp; MD</b><br>IREL (India) Limited<br>Plot No. 1207, ECIL Building,<br>Veer Savarkar Marg, Prabhadevi,<br>Mumbai-400028.<br><br>Ph. 022-24225778<br>Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a> ; | <b>Chief Vigilance officer</b><br>IREL (India) Limited,<br>1207, ECIL Building,<br>Veer Savarkar Marg, Prabhadevi<br>Mumbai – 400 028<br><br>Ph. +91 22 2422 0613, +91 22 24221068<br>Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a> |
| Or<br>General Manager & Head, MK<br>IREL (India) Limited, Manavalakurichi   |   |

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

Thanking you,

For IREL (India) Limited.,

sd/-  
General Manager & Head, MK

## UNDERTAKING

Date:

To,

M/s. IREL (India) Limited,  
MANAVALAKURICHI

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

I/We agree and undertake:

- (i) Not to provide any gift and/or inducement to any employee of the Company in connection with securing/being granted favour (s) in my/our dealings with the Company and its field Unit namely MK unit at Tamil Nadu.
- (ii) To immediately report any gift and/or inducement sought by any employee of the company in exchange of the Company and/or its field Units granting favour (s) to me/us in my/our dealings with the Company and/or its field Units.

Signature:.....

Name:.....

Title:.....

Name of the Company & Address (with Seal):.....

**BID SECURITY DECLARATION**

I/We \_\_\_\_\_ hereby  
agree that if I/We withdraw or modify my/our bid during the period of validity etc, I/We will be  
suspended for participating in any of the tender for a period of one year .

Signature of the tenderer with seal

**PRICE SCHEDULE****Annexure IX**

| Sl. No. | Description  | Qty | UoM | Lumpsum charges in ₹ (a) | GST in % (b) | Value in ₹ (a+(a*b/100)) |
|---------|--|-----|-----|--------------------------|--------------|--------------------------|
| 1       | Obtaining “No increase in Pollution Load Certificate” Acknowledgement from Parivesh and obtaining “No increase in Pollution load certificate” from TNPCB for the proposed change in product mix ie. including Sillimanite mineral along with other minerals viz. Ilmenite, Rutile, Zircon, Monazite and Garnet without changing the total quantity of minerals mentioned in the TNPCB consent order and obtaining Consent for change in product mix. | 1   | LS  |                          |              |                          |

a) Lumpsum charges

b) GST in %

Formula:  $(a+(a*b/100))$

- The quoted price is inclusive of transportation, boarding, lodging, etc
- Only IREL (India) Limited shall pay statutory fee, if any.
- **Special Note: Wherever % is mentioned value to be entered in % Only**

**IREL Bank Details**

|                |                                      |
|----------------|--------------------------------------|
| Name of Bank   | State Bank of India, Manavalakurichi |
| Account Type   | Current Account                      |
| Account Number | <b>57052533526</b>                   |
| IFSC Code      | <b>SBIN0070333</b>                   |
| MICR Code      | <b>629009009</b>                     |

~~Details of payment to be uploaded as attachment during tender submission and the same shall be e-mailed to: [purchase-mk@irel.co.in](mailto:purchase-mk@irel.co.in)~~

Email should contain the following details

- 1) Name of the Company.
- 2) Your E-mail ID and Contact Details including full postal Address.
- 3) ~~EMD & TDC Amount.~~
- 4) Transaction ID with details of bank and branch.

CONTRACTOR ENROLMENT/ REGISTRATION FORM

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. WORK ORDER DETAILS :

| Sl. No | Work Order No. & Date | Work Order Validity |    | Nature of Work | Dept. | EIC/ OIC Name |
|--------|-----------------------|---------------------|----|----------------|-------|---------------|
|        |                       | From                | To |                |       |               |
|        |                       |                     |    |                |       |               |

5. P.F. CODE NO :

6. INSURANCE DETAILS :

| ESI No. | Name of Insurance Company | Policy No. | Valid | Type of Policy | No. of persons covered |
|---------|---------------------------|------------|-------|----------------|------------------------|
|         |                           |            |       |                |                        |

7. LABOUR LICENSE DETAILS:

| Labour License No. | Address of Licensing Office | License Issuance Authority | Date of Expiry | Maximum No. of Labourers as per License |
|--------------------|-----------------------------|----------------------------|----------------|---|
|                    |                             |                            |                |   |

SIGNATURE OF CONTRACTOR



**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Ltd., 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 Company), 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 Company a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by Company 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 Company 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 Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Company 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 Company 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 Company against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of Company or any indulgence by Company to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_ Bank

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

Bank's Common seal