

This tender floated in GeM portal. Bidder has to submit their offer through GeM only.

EARNEST MONEY DEPOSIT (EMD)

You have to remit Rs.1,65,000/- (One Lakh Sixty Five Thousand only) towards Earnest Money Deposit by NEFT/BG in favour of M/s IREL (India) Limited. drawn on any Scheduled / Nationalised Bank payable at Udyogamandal. EMD if remitted by NEFT, provide UTR No. with bank details. If payment is not through RTGS /NEFT, scanned copy of BG shall be attached during submission of tender and original shall be sent to IREL so as the same reaches IREL before the due date of opening of Tender, otherwise offer is summarily be rejected. No interest is payable on EMD.

BENEFITS TO MSEs & Start-ups:

To avail MSE benefits, bidder has to submit UAM (Udyog Aadhar Memorandum) Certificate along with the bid submission, based on new classification criteria as per "Ministry of Micro, Small and Medium Enterprises Notification dated 01.06.2020".

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

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

In case where the EMD provided in form of BG in the prescribed format attached with the tender, the BG shall be obtained from a scheduled Bank.

The EMD will be forfeited if

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

EMD shall be refunded to unsuccessful tenderers, within 30 days of placement of order on the successful tenderer. EMD shall be refunded to the successful tenderer on remittance of full Security Deposit (SD) amount. The EMD may be adjusted against security deposit of the successful bidder.

IREL (INDIA) LIMITED BANK DETAILS

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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Dated the _____ day of _____ 20--

_____ Bank

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

Bank's Common seal

SPECIAL CONDITIONS OF CONTRACT (SCOC)

A. PRE - QUALIFICATION CRITERIA (PQC)

1. Bidder should be manufacturer or authorized dealer of Soda Ash. In case of authorized dealer, bidder has to submit authorized dealership certificate from the manufacturer.
2. Bidder should have supplied Soda ash (Light grade) during the last 7 years ending April 2022 to any Govt. Organizations/PSU/CPSU/reputed private organizations. Party has to submit the copy of purchase order along with invoice/performance certificate/completion certificate as a proof of supply.
3. Average financial turnover of the bidder should not be less than Rs.49.50 lakh during the last three financial years ending 31.03.2021. To verify the same, bidder shall submit self-attested copies of P&L statement/balance sheet etc.

B. SPECIFICATION

Soda Ash (Light): As per IS 251/1998 Light grade Na₂CO₃, 99.2% Min. purity on dry basis

C. PACKING

To be packed in 1000 Kg Jumbo bags having discharge spout with liner

D. PERIOD OF SUPPLY AND DELIVERY SCHEDULE

The period of supply shall be 6 months from the date of first lot supply. Party has to supply the first lot within 15 days of receipt of order or as per instruction of IREL. The mentioned delivery schedule and quantity for each lot is tentative only. Supply has to be made in a staggered manner as and when required for required quantity of IREL as per communication to successful bidders by mail /phone within fifteen days of intimation. The party should make arrangement to supply the item in 1000Kg jumbo bags.

Supplies are to be effected as per our schedule. IREL (India) limited reserves the right to reduce the order quantity at IREL's option. Under no circumstances any sort of detention charges claimed by the carrier be admitted by us. Suppliers making deliveries shall report to IREL (India) Limited Security section on working days with proper documents pertaining to material, vehicle and personnel, strictly between 9 a.m. & 2 p.m. on weekdays and 9 a.m. & 12 noon on Saturdays.

IREL reserves the right to ask delivery either from any of the successful bidders (L1 or L2/ MSE) at any time and shall maintain 70:30 ratio by the end of the supply period.

Lot No.	Quantity	Delivery start after	Delivery to be completed by
1	50 ton	25.06.2022	10.07.2022
2	50 ton	15.07.2022	31.07.2022
3	40 ton	15.08.2022	31.08.2022
4.	40 ton	15.09.2022	30.09.2022
5	40 ton	15.10.2022	31.10.2022
6	40 ton	15.11.2022	30.11.2022
7	40 ton	15.12.2022	24.12.2022

E. PAYMENT TERMS

100% Payment less statutory deductions will be released within 30 days of receipt and acceptance of the material at our Stores at Udyogamandal, Kochi on lot wise supply quantity

F. SPLITTING OF QUANTITY

Total quantity shall be split between L1 and L2 (or MSE) between 70: 30 subjects to L2 (or MSE) matches their price with L1 price. For splitting the quantity, preference shall be given to MSE bidder over L2 bidder, if L2 bidder is not MSE.

G. PENALTY CLAUSE

Party has to submit the analysis report for each truck load along with delivery. Analysis will be checked at our lab for confirmation. In case of any discrepancy in reports between party and IREL, analysis report of IREL will be final and binding on all. Soda ash of each truck load should have minimum 99.2% purity. Soda ash less than 99.2% and upto 99% grade in any truck load is acceptable with two times reduction of price on pro-rata basis. Higher grade purity of one truck load will not be adjusted for low purity of other truck load. Each truck load should have minimum purity of 99.2%.

For example: A truck load with 20 ton Soda ash having 99.0% grade.

Let price of one ton Soda ash with 99.2% min. purity = Rs. A

Penalty for supplying 20 ton Soda ash with 99.0% purity = $2 \times 20 \times (0.992 - 0.990) \times A$

H. BILL OF QUANTITY (BOQ)

Sl.No.	Description of item/material	Quantity,	Unit
1	Soda Ash (Light): As per IS 251/1998 Light grade Na ₂ CO ₃ , 99.2% Min. purity on dry basis	300.00	Ton

I. ENGINEER-IN-CHARGE (EIC)

Mr.Shiv Kumar Pandey, CM(Production) will be the EIC

J. DOCUMENTS TO BE UPLOADED ALONG WITH TECHNICAL BID

Documents	Uploaded (Yes/No)
Technical specification acceptance letter	
Delivery period acceptance	

GENERAL CONDITIONS OF THE CONTRACT (GCOC)

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

- 1 **Definition of Terms:** In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.
- 1.1 **Purchaser/Company/contractee/IREL (India) Limited**

The 'Purchaser/Company/contractee/IREL' shall mean IREL (India) Limited, Rare Earths Division Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkarmarg, Prabhadevi, Mumbai-400028.
- 1.2 **Contractor/Supplier/tenderer/bidder**

The 'Contractor/Supplier/tenderer/bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees.
- 1.3 **Sub Contractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser.
- 1.4 **Contract:** **Contract shall** mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.
- 1.5 **Contract price** means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
- 1.6 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
- 1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC):** The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL.
- 1.8 **Representative** of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.
- 1.9 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.
- 1.10 **Tender Specification**
The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.
- 1.11 **Contract Specification:** The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract.
- 1.12 **Letter of Intent (LOI):** The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.

- 1.13 **Site:** The term "Site" shall mean the place or places envisaged by IREL(India) Limited at which the plant and equipment supplied under the contract are to be erected and / or services / works / consultancy are to be performed under the contract.

2 OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC)

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

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

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

3 CONFLICT AND INTERPRETATION OF DOCUMENTS

- 3.1 Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.
- 3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.
- 3.4 In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL (India) Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) Limited to eliminate the conflict.
- 3.5 The successful bidder shall notify IREL, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed
- 3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL(India) Limited.
- 3.7 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

4 STANDARDS

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

5 SCOPE OF ORDER AND SPECIFICATIONS

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

6 INSPECTION OF SITE

The bidders are advised to inspect the site before submitting their offers. Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of Engineer concerned of

Maintenance Section. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

7 ASSIGNMENT AND SUBLETTING

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

8 PRICES

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Limited to the contractor under the order shall remain firm throughout the period of contract. The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender. The prices shall be itemized in accordance with the Price bid Schedule attached with the tender and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid. The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL (India) Limited is not responsible for remittance of such statutory liabilities of the contractor.

9 TAXES, DUTIES & LEVIES

Bidders must clearly mention their Tax Registrations, wherever applicable in their offers and invoices. Tax shall be clearly mentioned in the offer indicating the applicable rates, otherwise it shall be considered to be inclusive of tax, as applicable. In order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall not be paid.

10 SECURITY DEPOSIT (SD)

The successful tenderer is required to furnish Insurance Surety Bond/ Bank Guarantee/NEFT in favour of IREL (India) Limited., RED for an amount equivalent to three (3) per cent of the contract value (As per DoE OM No.9/4/2020-PPD dated 12-11-2020) towards Security Deposit (SD) for the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of order /LOI or before commencement of work at site whichever is earlier. The Security Deposit (SD) shall not bear any interest. The SD shall be refunded after successful completion of the contract.

~~11 RETENTION MONEY~~

~~Retention Money @ 7% shall be retained from each progressive / interim bill or on total order value executed. Security Deposit (SD) and Retention Money shall not be more than 10% of the work order value. The retention money shall not bear any interest.~~

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

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

- i. In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- ii. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL (India) Limited.

12. LIQUIDATED DAMAGES (LD)

- 12.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract.
- 12.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- 12.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

13. FORCE MAJEURE

- 13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL (India) Limited may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- 13.2 If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- 13.3 If a Force Majeure situation arises, 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.
- 13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL (India) Limited may at its option terminate the contract without any financial repercussion on either side.

14. PERFORMANCE TEST

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

15. CORRESPONDENCE

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

16. ACCIDENT OR INJURY TO WORKMEN

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL (India) Limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in

the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL (India) Limited against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to IREL (India) Limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

17. COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

18 SECURITY REGULATIONS

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

19 METHOD OF BLACK LISTING VENDORS

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

19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

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

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

20 SECRECY

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

21 **INDEMNITY**

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

22 **DEATH, BANKRUPTCY, ETC.**

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

23 **ARBITRATION**

All disputes and differences of any kind what so ever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL (India) Limited who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them. If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limited at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts. The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

24 **JURISDICTION**

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

25 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER**

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

26 **RISK PURCHASE CLAUSE**

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order

from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

27 RELATED PARTY

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

28 PATENT INFRINGEMENT AND INDEMNITY

The Supplier shall protect, indemnify and save harmless to IREL (India) Limited, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL (India) Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL (India) Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings. IREL (India) Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for IREL (India) Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL (India) Limited's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL (India) Limited, as a result of any claim of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL (India) Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

29 CANCELLATION

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

- Successful tenderer fails to comply with the terms of the work/service 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 work/service order and matters connected with it. IREL (India) Limited in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

30 EVALUATION OF BIDS / PLACEMENT OF ORDER

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

31. **BENEFITS TO MSEs & Start-ups: / PRICE PREFERENCE CLAUSES**

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

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

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

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

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

32. **CONDITIONS FOR START-UP COMPANIES**

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

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

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

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

Authorized Signatory
(With Company Seal & Signature)

37. **PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

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

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

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

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

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

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

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

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

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

38. **VARIATION IN QUANTITIES**

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

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

39 **QUALITY**

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

40 **REJECTED GOODS:** Rejected goods lying in company's works will be at supplier's risk and shall be removed by them at their own cost immediately on receipt of advice from company to this effect. Company shall be entitled to recover from the supplier the full amount of transport, freight and other charges, if any, incurred in respect of rejected goods.

41 **INSURANCE**

Supplier shall insure at his cost the goods for all transit risks.

42. **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

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

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

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

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

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

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

प्रिय महोदय Dear Sir,

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

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

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

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

कंपनी के किसी भी कर्मचारी द्वारा मांगे गए किसी भी उपहार और / या प्रलोभन की रिपोर्ट तुरंत निम्न लिखित में से किसी एक को दी जानी चाहिए:
Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

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

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

धन्यवाद Thanking you,

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

ह0Sd/-
श्री आर एबेल देवदासन Shri. R. Abel Devadhason
मुख्य प्रबंधक (तकनीकी), क्रय Chief Manager (Technical), Purchase

वचनपत्रUNDERTAKING

तारीखDate:

सेवामेंTo,

आईआरईएल)इंडिया (लिमिटेडIREL (India) Limited.,
1207, वी.एस.मार्गV.S. Marg,
प्रभादेवीPrabhadevi
मुंबईMumbai 400 028.

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

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

मैं / हमसहमतहैंऔरवचनदेतेहैं। / We agree and undertake:

कंपनीकेकॉर्पोरेटकार्यालयऔर / याइसकेकिसीभीक्षेत्रइकाइयोंयानीएमके, चवरा, ऑस्कॉम, आरईडीएवंआईआरईआरसीकेसाथमेरे / हमारेव्यवहारपाने / हासिलकरनेकेसंबंधमेंकंपनीकेकिसीभीकर्मचारीकोकोईउपहारऔर / याप्रलोभनप्रदाननहींकियाजाएगा

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.

कंपनीकेकिसीभीकर्मचारीद्वाराकंपनीऔर / याउसकेक्षेत्रइकाइयोंकेसाथमेरे / हमारेव्यवहारमेंमेरे / हमारेपक्षमेंदेनेकेलिएकिसीभीउपहारऔर / याप्रलोभनकीतत्कालरिपोर्टकियाजाएगा

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

हस्ताक्षरSignature.....

नामName.....

विषयTitle.....

कंपनीकानामएवंपता))मुहरसहित (

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