

आईआरईएल (इंडिया) लिमिटेड / **IREL (India) Limited**
(Formerly Indian Rare Earths Limited)
(भारतसरकारकाउपक्रम/ A Govt. of India Undertaking)
चवरा ,कोल्लम-691 583 ,केरलराज्य ,भारत
Chavara, Kollam - 691 583, Kerala State, INDIA

1. Tender Specification including declaration



Physical verification of Ilmenite stock at IREL Chavara plant using Total Station on monthly basis for the year 2021

2. CONTENT

No	Description	Page no
1.	TENDER SPECIFICATION INCLUDING DECLARATION	01
2.	CONTENT	02
3.	ETHICS IN TENDERING & OTHER BUSINESS DEALINGS	03
4.	UNDERTAKING	04
5.	DECLARATION	04
6.	INVITATION TO TENDER	05
7.	GENERAL CONDITIONS OF CONTRACT	06-12
8.	ANNEXURE I OF SCOC	13
9.	ANNEXURE II OF SCOC	13-16
10.	BANK DETAILS	17
11.	REGISTRATION DETAILS	18
12.	GENERAL CONDITIONS	19-20
13.	SCHEDULE OF THE TENDER	21
14.	SPECIAL CONDITIONS OF CONTRACT (SCOC)	22
15.	PRICE SCHEDULE	23

3. 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 an 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 undertakings.

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

Chairman & Managing Director IREL (India) Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24225778 Email: cmd@irel.gov.in	Chief Vigilance Officer IREL (India) Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24221068 Email: cvo@irel.gov.in
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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

Date:

Name: Seetharam.B
Designation: DGM (Commercial)

आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(भारतसरकारकाउपक्रम/ A Govt. of India Undertaking)
चवरा ,कोल्लम-691 583 ,केरलराज्य ,भारत
Chavara, Kollam - 691 583, Kerala State, INDIA

4. UNDERTAKING

Date:

To,

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

I / We am / are a Vendor / Customer of Indian Rare Earths Limited (now onwards to be referred as Company). I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

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5. DECLARATION

I/ We have remitted Rs.(.....) towards Tender document cost and Earnest Money Deposit vide BG / DD No..... dated..... and proof of which are enclosed in separate cover.

I/ We have read and understood and completely satisfied myself/ourselves of all terms and conditions of the tender and hereby agree to accept responsibility to carry out the supply at the rates indicated in the price schedule.

Signature of the tenderer

Full address:

Place:

Date:

Signature of the Bidder

Physical verification of Ilmenite stock at IREL Chavara for the year 2021

T.No.115 /20-21

6. INVITATION TO TENDER

- 6.1 IREL (India) Limited, a Govt. of India Undertaking under the administrative control of Department of Atomic Energy, Govt. of India, herein after referred to as "IREL" invites tenders from experienced contractors for the subject work as detailed in this tender form.
- 6.2 The copy of tender in sealed envelope shall be addressed to DGM (Commercial), IREL (India) Limited, Chavara Plant, Chavara-691 583, Kollam District, Kerala, super scribing the tender number, name of the work and due date, either dispatched by REGD POST so as to reach before due date and time for submission of bid or dropped into the tender box kept in our office on or before the above date and time.
- 6.3 Tenderers can also use tender forms downloaded from the website <https://eprocure.gov.in/cppp/or irel.co.in> for submission of offers. No tender cost is required to pay in case the bidder downloads the document from the website. The MSME bidders can claim exemption of tender document cost as per the tender clause: 7.30
- 6.4 Amendments, if any, in terms and conditions will be notified only through the web site. Tenderers are advised to visit our web site regularly to update themselves of modifications, if any, to the tender conditions or other terms. IREL will be absolved from all responsibilities arising out of non-fulfilment of the above by the tenderer.
- 6.5 Tenders shall be submitted in one large sealed envelope with the name of work, tender number, name of the bidder and due date of opening of the bids super scribed on the envelope. This envelope shall contain two suitable envelopes. First envelope shall contain documents in support of qualification criteria of the tender. Second envelope shall contain techno-commercial bid and price bid super scribed with name of work, tender number, name of bidder and due date of opening
- 6.6 The bid will be opened at the due date and time specified in the tender at the Administrative Block of IREL (India) Limited, Chavara in the presence of the Tenderers or their authorized representatives, if any, present at the time of opening of bids.
- 6.7 If the dates stipulated for the sale of tender form, receipt of tender form or their opening falls on a holiday, they would be deemed to fall on the next working day
- 6.8 Unless otherwise specified by the bidder ,the prices quoted shall be assumed to be in Indian Rupees
- 6.9 While opening the tenders, the total quoted value of each tender only will be made known to the Tenderers who are present at that time.
- 6.10 Firms, companies or body corporate submitting tender shall attach with the tender a duly certified copy of the authority of the person signing the tender to bind the firm, company or body corporate, as the case may be, for fulfilling the contractual obligations.
- 6.11 The company will not accept any responsibility for delay/loss or non-receipt of tender documents by post.
- 6.12 The tender form issued by this office shall accompany each offer. Every page of the tender form and drawings if any, attached should be signed by the tenderer and it would be deemed as an integral part of the contract document. The tender document is not transferable
- 6.13 It is suggested that the tenderer may visit the site and ascertain all conditions and information pertaining to the work, issues related to engagement of the local labour, if any, etc prior to the preparation of the tender in the best interest.
- 6.14 The Tenderers shall study the specifications and satisfy themselves thoroughly regarding the workability and shall take full responsibility for satisfactory execution of the work.
- 6.15 The tenderer shall quote his rate only in the Tender Schedule attached to the tender as Price Schedule
- 6.16 The tendered rates shall be written in ink both in figures and words. In case the tendered rates are not written in both figures and words, the offer shall be summarily rejected. In case of discrepancy between figures and words (both in rate and amount), words only will govern. IN case of discrepancy between rate in words and amount in words ,rate in words only will govern.

7. **GENERAL CONDITIONS OF CONTRACT**

7.1. **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

7.1.1 **Purchaser/Company/contractee/IREL (India) Ltd.**

The 'Purchaser/Company/contractee/IREL' shall mean IREL (India) Limited, Chavara 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.

7.1.2 **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. Sub-Contractor

7.1.3 **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.

7.1.4 **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.

7.1.5 **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.

7.1.6 **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.

7.1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)**

The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL (India) Limited.

7.1.8 **Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)** means any assistant of the officer /Engineer appointed from time to time by IREL to perform the duties of OIC/EIC.

7.1.9 **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.

7.1.10 **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.

7.1.11 **Contract Specification**

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

7.1.12 **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.

7.1.13 **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.

7.2 **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.
- To direct stoppage of work whenever such stoppage may be necessary to ensure 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) Ltd. or making any variation of or in the work except otherwise expressly provided herein under or elsewhere in the contract.

7.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:

- 7.3.1 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.
- 7.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 7.3.3 The several documents forming the contract are to be taken as mutually explanatory of one another. 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) Ltd., with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) Ltd. to eliminate the conflict.
- 7.3.4 The successful bidder shall notify IREL (India) Ltd., 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
- 7.3.5 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) Ltd.
- 7.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

7.4 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.

7.5 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) Ltd.

7.6 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.

7.7 Assignment and Subletting

- 7.7.1 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) Ltd.
- 7.7.2 The contractor shall not sublet the whole or any part of the work without the written consent of IREL and such consent, if given, shall not establish any contractual relationship between the sub-contractor(s) and IREL 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.

7.8 Prices

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Ltd. 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) Ltd. is not responsible for remittance of such statutory liabilities of the contractor.

7.9 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) Ltd. 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.

7.10 EMD, if any is liable to be forfeited if:

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

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

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

7.12 Liquidated Damages (LD)

- 7.12.1 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.
- 7.12.2 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.
- 7.12.3 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.

7.13 FORCE MAJEURE:

- 7.13.1 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) Ltd. may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- 7.13.2 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. \
- 7.13.3 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.
- 7.13.4 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) Ltd. may at its option terminate the contract without any financial repercussion on either side.

7.14 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 the Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

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

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

7.15 Correspondence

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

7.16 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) Ltd. 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) Ltd. against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to IREL (India) Ltd. 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.

7.17 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.

7.18 Security regulations

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

7.19 Method of black listing vendors

7.19.1 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.

7.19.2 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.

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

- If security considerations including question of loyalty to the state so warrant.
- 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.
- 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.

7.19.4 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.

7.19.5 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.

7.20 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) Ltd. 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) Ltd. except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

7.21 Indemnity

The contractor shall indemnify IREL and keep IREL 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) Ltd. The contractor shall not utilize IREL'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) Ltd. and in which case, the Contractor shall be liable to IREL (India) Ltd. to pay compensation to the full extent of damage/loss and undertake to pay the same.

7.22 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) Ltd. 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) Ltd. may terminate the Contract by notice in writing to the Contractor.

7.23 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 who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.

If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL (India) Ltd. 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) Ltd. 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.

7.24 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. Only Court of Kollam, Kerala will have exclusive jurisdiction with regard to this tender.

7.25 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) Ltd. may elect to withdraw the invitation to tender.

7.26 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL has the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be

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

7.27 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.

7.28 PATENT INFRINGEMENT AND INDEMNITY:

The Supplier shall protect, indemnify and save harmless to IREL (India) Ltd. , 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 license 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) Ltd. or the use thereof in India for the purchase for which it is furnished, or the sale by IREL (India) Ltd., 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) Ltd. 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 Supplier's defense 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) Ltd. 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'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) Ltd., 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) Ltd. will have the right to retain counsel of its own choice to collaborate in the defense of any such claim, suit action or proceeding.

7.29 CANCELLATION

IREL 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 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.

7.30 Benefits to MSE's:

7.30.1 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
- (c) Price preference up to 15%
- (d) Relaxation of prior experience/prior turnover criteria, subject to meeting of quality and technical specifications

आईआरईएल (इंडिया) लिमिटेड / **IREL (India) Limited**
(Formerly Indian Rare Earths Limited)
(भारतसरकारकाउपक्रम/ A Govt. of India Undertaking)
चवरा ,कोल्लम-691 583 ,केरलराज्य ,भारत
Chavara, Kollam - 691 583, Kerala State, INDIA

(e) In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info

- 7.30.2 In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.
- 7.30.3 In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
- 7.30.4 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 Materials/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.
- 7.30.5 MSEs are required to submit along with their offer, Udyog Aadhaar Memorandum or valid Registration Certificate issued by NSIC / DIC / KVIC / KVIB / Coir Board / Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL for grant of MSME benefits.
- 7.30.6 The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit Udyog Aadhaar memorandum or certificate issued by NSIC/DIC/KVIC/Coir Board/Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and uploads the same in CPP (Central Public procurement) Portal.

8. Annexure-I of SCOC

8.1 Contract Labour (Regulation & Abolition) Act, 1970 & Rules, 1971

You shall obtain Labour License if you engage 20 or more workers on any single day and submit a copy of Labour License to Engineer-In-Charge before execution of the contract work.

You shall be responsible for disbursing every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by you in the presence of Engineer-In-Charge/Authorised Representative of Principal Employer and submit a copy of Register of Wages of the particular month to Engineer-In-Charge along with your signature and that of the Engineer-In-Charge/Authorised Representative of Principal Employer [IREL (India) Ltd.] witnessing the wage disbursement.

You shall maintain the Registers of Wages, Wage-cum-Muster Roll, Advances, Deduction, Fines, and Overtime etc. and issue wage slip and employment card to your workers in the formats specified under CL (R&A) Act, 1970.

8.2 Minimum Wages Act, 1948

You shall be liable to pay Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by you before the expiry of the seventh day of every month.

8.3 Employees' Provident Fund & Miscellaneous Provisions Act, 1952

You shall obtain PF Code from EPFO for your establishment and remit the PF amounts to EPFO in respect of the workers engaged by you every month within the stipulated time limit and submit a copy of Challan and Electronic Challan Receipt (ECR) in support of PF remittance, to the Engineer-In-Charge.

8.4 Employees' Compensation Act, 1923

You shall obtain a suitable Workmen Compensation Policy for complying with the obligation under Employees Compensation Act, 1923 on account of any personal injury and/or death caused to your workers engaged while executing the contract work. A copy of the Policy should be submitted to the Engineer-In-Charge before execution of the contract work.

8.5 Employees' State Insurance Corporation (ESIC)

You shall submit documentary proof of registration with Employees' State Insurance Corporation (ESIC) and submit a copy of remittance from time to time to the workers engaged by you, to the Engineer-In-Charge.

Annexure II of SCOC

9. Safety Provisions

9.1. GENERAL

- 9.1.1. For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 9.1.2. Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 9.1.3. Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 9.1.4. Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 9.1.5. All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. 6. The EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.
- 9.1.6. The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 9.1.7. First aid kits as advised by IRE Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 9.1.8. Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 9.1.9. All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 9.1.10. Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

9.2. PLATFORMS/ SCAFFOLDING/ LADDERS

- 9.2.1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of wood, aluminum or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1(1/4 horizontal and 1 vertical).
- 9.2.2. Scaffolding or staging more than 3m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced, or otherwise secured, at least 1m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 9.2.3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 3m above ground levels or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described above or elsewhere.
- 9.2.4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1mtr wherever there are open excavations in ground, these shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- 9.2.5. All scaffolds, ladders and other safety device mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
- 9.2.6. The platforms of suspended scaffolding shall be sufficiently wide. Suspended scaffoldings shall have hand rail of about 1 mtr, height from the floor of the platform. Such scaffolding or staging shall be fastened to prevent it from swaying away from the structure. A toe board of 150 mm height shall be provided at the bottom of the platform.

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- 9.2.7. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder up to and including 3 m in length. For longer ladder this width shall be increased at least 20 mm for each additional meter of length.
- 9.2.8. Chains, ropes or other lifting materials used for the suspension of scaffolds must be of adequate strength and be tested by competent authority.
- 9.2.9. Every ladder shall be securely fixed at top and bottom. A ladder more than 5 meters long shall have a prop. 10. Drums or other make shifts must not be used in place of ladders or work benches or supports on any job.
- 9.2.10. Belts shall not be used for lifting job.
- 9.2.11. Materials shall not be dropped or thrown from roof structure or other elevated position.
- 9.2.12. Where work is going overhead, the area below should be cordoned. If it is not possible to cordon the area caution sign caution, "Men working above" sign should be placed.
- 9.2.13. Whenever it is necessary to work at elevated places above 3 meter not adequately protected by railing, DOUBLE LIFE LINE safety belts shall be worn with life lines securely anchored to two firm supports independent of the equipment on which the person is working (preferably anchored above the personnel to ensure no free fall).
- 9.2.14. Nobody should be allowed to work at elevated places above 3 meter without wearing DOUBLE LIFE LINE safety belts.
- 9.2.15. The safety belts shall not be more than two years old.
- 9.2.16. Safety nets made of nylon or any other suitable material shall be hung at suitable elevation to prevent people from falling on floor or equipment below. The safety net shall be hung below the work spot at as near to the personnel working at height so as to reduce the freefall distance to a minimum.
- 9.2.17. The areas where painting work is being done shall be kept adequately ventilated by you and shall meet the approval of IREL.
- 9.2.18. For all works on sloping roof tops, corrugated roof tops, a long nylon rope of 25 mm diameter shall be suitably anchored horizontally to which DOUBLE LIFE LINE safety belts may, in turn, be anchored.
- 9.2.19. Additional nylon rope or fall arrestors may be used as may be necessary for roof top work and work on chazas and other projections. At all times there shall be no slackness in the arrangement to endanger personnel from free fall.
- 9.2.20. For all works on sloping roof tops, corrugated roof tops, adequate numbers of roof ladders shall be used to distribute weight of a person over a larger area for safety.

9.3. C. ELECTRICAL ENGINEERING ASPECTS

- 9.3.1. Adequate precautions shall be taken to prevent danger from electrical equipment.
- 9.3.2. Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 9.3.3. Fuses shall be removed when personnel are working on concerned circuits.
- 9.3.4. "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 9.3.5. All portable tools are supplied through ELCB
- 9.3.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 9.3.7. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 9.3.8. 8. "V- Belts shall not be used for any lifting purposes.
- 9.3.9. 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 9.3.10. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 9.3.11. No work shall be done on live electrical parts under rain or in wet clothes.

9.4. CIVIL ENGINEERING ASPECTS

- 9.4.1. Before any demolition work is commenced and also during the process of the work, all roads and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus shall remain electrically charged.
- 9.4.2. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion on flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 9.4.3. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 9.4.4. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 9.4.5. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eye shall be provided with protective goggles.

9.5. SEWERS WORK

- 9.5.1. When workers are employed in sewers and manholes, which are in use, the manhole covers shall be kept open and ventilation is done at least for an hour before the workers are allowed to get into manholes. Ventilation shall be ensured throughout the period of work to ensure fresh air supply to the workers. The manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

9.6. TRENCH WORK

- 9.6.1. All trenches, 1.25m or more in depth shall at all times be supplied with at least one ladder for each 30m in length or fraction thereof. The ladder shall be extended from the bottom of the trench to at least 1m above the surface of the ground. Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope, securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed with 1.5 m of edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

9.7. MECHANICAL ENGINEERING ASPECTS

- 9.7.1. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 9.7.2. Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.
- 9.7.3. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 9.7.4. V- Belts shall not be used for any lifting purposes.
- 9.7.5. Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 9.7.6. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.
- 9.7.7. In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 9.7.8. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

9.8. WELDING JOBS

- 9.8.1. All your personnel working within the plant site shall be provided with safety helmets. All welders shall use welding shields while doing welding work.
- 9.8.2. All metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- 9.8.3. Adequate number of required type fire extinguishers shall be kept available at the spot of work before starting welding job.
- 9.8.4. Welding machines shall be doubly earthed.
- 9.8.5. Welding machine is in a dry spot/ placed on a dry platform/ covered from water falling on it.
- 9.8.6. Welding machine input and output connections are shrouded.
- 9.8.7. Welding machine input connection is securely braced near the input to the machine to prevent it from opening in case of a jerk.
- 9.8.8. The work cable is nowhere damaged: at most one joint is allowed, socketed and insulated and the joint is placed 3 m above ground.
- 9.8.9. The return current is not flowing through plant or other structural but through a separate cable in good condition.
- 9.8.10. Availability/ location of fire extinguishers shall be verified before start of work.
- 9.8.11. Hoses shall be inspected daily and damaged hoses shall be replaced immediately with good quality hoses.
- 9.8.12. "The gas cylinders shall not be used unless fitted with a high pressure gauge, a reducing valve and a low pressure gauge.

10. IREL (India) Ltd. Bank Details for money transfer through RTGS/NEFT.

- 1) Name of the Bank: State Bank of India, Chavara, Kollam.
- 2) Bank A/C No. 57013595003
- 3) IFSC Code: SBIN0070055

After remittance of the amount the party has to intimate the following details to M/s. IREL.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

11. REGISTRATION DETAILS

Name of the firm	
PF Reg. No	
PAN	
Micro Small Medium Enterprise Reg. No	
Whether the MSME belong to SC/ST category personnel	
GST Reg. No	
Contact No.	
e mail ID	

Note: - The contractor shall furnish

1. Self-certified copy of PAN card,
2. Self-certified copy of GST registration certificates (if any), before the commencement of the work.
3. In case the Contractor is not having GST registration certificate, Contractor is required to declare the same.

12. General Conditions

12.1 SECURITY DEPOSIT (SD):

- 12.1.1 The successful tenderer shall furnish a SD amounting to 5 % of the contract value by RTGS/NEFT in favour of Indian Rare Earths Limited within 15 days of receipt of order.(for Bank details please refer **clause 10** of the tender)
- 12.1.2 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL.
- 12.1.3 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.
- 12.1.4 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.
- 12.1.5 In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.
- 12.1.6 In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice.

12.2 PAYMENT TERMS

- 12.2.1 For payments the following documents are to be submitted by the contractor to the EIC.
- Bill
 - Labour License(as applicable)
 - Wage register.
 - Workmen Compensation Policy
 - ESIC (if employees are covered under Workmen Compensation Policy they need not be covered under ESIC and vice versa.)
 - PF-Challan/ECR copy
- 12.2.2 Payment to contractor shall be made within one month of submission of bills and after the work done is certified by Engineer –In Charge.
- 12.2.3 The payment shall be released only after submission of required documents in proof of compliance to the requirements mentioned in Annexure- I of SCOC.
- 12.2.4 All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- 12.2.5 Payments will be made through e-payment. For facilitating e-payment you have to provide
- 12.2.5.1 Beneficiary name
 - 12.2.5.2 Account number
 - 12.2.5.3 Name of the bank
 - 12.2.5.4 IFSC
 - 12.2.5.5 Nature of account (Saving/ Current/ CC/ OD)
 - 12.2.5.6 Branch code

- 12.3 **SUBMISSION OF INVOICES** Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL GST Reg.No. (32AAACI2799F1ZN) so to enable IREL to avail Input Tax Credit.

12.4 TENDER SUBMISSION:

The Tender shall be submitted as per the Tender conditions:

12.5 Pre-Qualification Criteria: As per the tender to be submitted in separate cover.

12.6 Techno-commercial-cum price bid: As per the tender to be submitted in separate cover

12.6.1 The rates offered will be excluding GST. GST at applicable rate will be paid extra as per the prevailing rules

12.6.2 Rate quoted in the tender should be firm.

12.6.3 The Tenderer shall fill up the appropriate price Schedule

12.7 Performance Bank Guarantee :

12.7.1 ~~A guarantee for the desired performance of the equipment/plant/ machinery/system shall be furnished, on completion of the entire work, by way of a bank guarantee from a Nationalized Bank / Scheduled Bank approved by RBI for an amount equivalent to, and it should be valid for a period as below. The payment of balance amount in respect of the contract would be released only on production of such a bank guarantee for the performance. The contractor shall execute~~

12.7.2 ~~The performance BG will be invoked if the system does not perform and contractor fails to rectify the problem to the satisfaction of IREL and as per the contract finally concluded.~~

12.7.3 ~~Value of BG: 10 % of the total value of the contract offered.~~

12.7.4 ~~Period of BG: 12 months from the date of receipt and acceptance of the rewound stator or 6 months of successful run whichever occurs earlier, In case motor fails during guarantee period due to poor workmanship /inferior quality of materials, the motor shall be rewound/repared free of cost by the contractor.~~

12.8 ~~**INDEMNITYBOND:** The contractor shall execute an Indemnity bond signed by 'Notary public' for the value of Rs./- for rewinding of faulty motors that may be delivered to the contractor within 3 (Three) days from the date of receipt of Work order~~

12.9 **VALIDITY OF BID:** In the EVENT of Bidder withdrawing his Bid before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited.

12.10 ACCEPTANCE OF TENDER:

IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer

12.11 AMENDMENTS

12.11.1 At any time, prior to the last date for submission of tenders, **IREL reserves the right to amend and modify the tender document** and the same may be intimated accordingly.

12.11.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments.

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13 SCHEDULE OF TENDER (SOT)

Sl No	Particulars	
13.1	Name of Work	Physical verification of Ilmenite stock at IREL Chavara plant using Total Station on monthly basis for the year 2021
13.2	Type of Tender	Public tender (Single part)
13.3	Estimated Contract Value including Taxes	Rs. 1,56,000/- (Excluding GST) Rs. 1,84,080/- (Including GST)
13.4	Tender No	IREL/CH/CVL/T.No.115/20-21
13.5	Bid Submission	Tenders shall be submitted in one large sealed envelope with the name of work, tender number, name of the bidder and due date of opening of the bids super scribed on the envelope. This envelope shall contain two suitable envelopes i) First envelope shall contain documents in support of qualification criteria of the tender ii) Second envelope shall contain techno-commercial bid and price bid super scribed with name of work, tender number, name of bidder and due date of opening
13.6	View Tender Time	19.11.2020 at 17.00 Hrs.
13.7	Start Bid date and Time	19.11.2020 at 18.00 Hrs.
13.8	Close Bid date and Time	09.12.2020 at 14.30 Hrs.
13.9	Date & time of opening of the Tender	09.12.2020 at 15.00 Hrs.
13.10	Qualification criteria of bidders	Experience: Having successfully completed similar works during the last seven years ending 31/10/2020 meeting any of the following: a) Three similar completed works costing not less than Rs. 73,632/- each or b) Two similar completed works costing not less than Rs. 92,040/- each or c) One similar completed work costing not less than an amount equal to Rs.1,47,264/- Definition of similar work Survey work using Total Station Instrument.
13.11	Security Deposit	As per Clause 12.1- Applicable
13.12	Schedule of payment:	As per Clause 14.3- Applicable
13.13	Period of contract	As per Clause 14.2.2 - Applicable
13.14	L.D	As per Clause 7.12 - Applicable
13.15	E-mail	The agency shall provide E-mail ID for communication for this tender.

For IREL (India) Limited

DGM (COMMERCIAL)

Signature of the Bidder

Physical verification of Ilmenite stock at IREL Chavara for the year 2021

T.No.115 /20-21

14. Special Conditions of Contract:

- 14.1.1 The work of taking physical verification shall be done monthly on 26th day of the month
14.1.2 If the 26th day of the month happens to be a holiday, the measurement shall be taken on the very next working day.
14.1.3 The contractor shall bring his/their own instrument and qualified & competent person for executing the work
14.1.4 The detailed report of volume calculation shall be submitted to IREL (India) Limited in duplicate within 3 days of carrying out the survey.
14.1.5 The AutoCAD drawing and the measurement details shall be submitted in soft copy for our records along with the report.
14.1.6 The measurements shall be taken in the presence of an officer only.
14.1.7 All boarding, lodging & conveyance of person engaged for work shall be arranged by the contractor at his/their cost.

14.2 PERIOD OF CONTRACT:

- 14.2.1 The work shall be commenced from the date of clearance as intimated by the Engineer-in-Charge
14.2.2 The period of contract shall be **12 (twelve) months** from the date of commencement of work
14.2.3 IREL (India) Ltd. reserves the right to extend the contract for another one year with the same terms & conditions, if performance is found satisfactory
14.2.4 The company reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the company or maintainable against the company.

14.3 Schedule of payment

Payment shall be made after successful completion of the work on a monthly basis within 30 days of submission of bills after verification and certification of the actual work done by Officer-in-Charge

14.4 EVALUATION

Evaluation will be done on L1 basis based on the Price offered as per Price schedule

14.5 AWARD OF CONTRACT:

Order will be awarded to technically and commercially qualified bidder with lowest price **on L1 basis**

Contact Persons for this tender:

	Name	Telephone	Email.id
1	Sri. T.Sadasivan HOD (Civil)	0476-2680701-05	tsadasivan@irel.co.in
2	Sri. C.Sreekumar TO (Civil)	0476-2680701-05	csreekumar@irel.co.in

For IREL (India) Limited

DGM (Commercial)

15. PRICE SCHEDULE

Sl. No	Description of the work	Qty.	Unit	Rate in figures (Rs.)	Rate in words (Rs.)
1	Volume calculation of Ilmenite stocked in the IREL, Chavara Plant Godown Nos.15, 20, 21 & lorry loading shed using Electronic Total Station and Surfer software including hire charges of Total station survey instrument, all conveyance charges, all operating charges and submission of volume report with supporting drawings including soft copy etc. complete as directed by the company officials for a period of one year. (Work shall be done every month as & when requested by the company).	12.00	visit		

The rates offered are the basic rates. Applicable GST will be extra as per the prevailing rules.

Evaluation criteria:**Overall L1 basis** considering the unit rate.

Declaration:-

1. I/We have fully read and understood and completely satisfied myself / ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.
2. I/We have studied the site requirements and held discussions with all concerned and the rate quoted is after taking into consideration all such costs.
3. I/We guarantee to commence the work immediately on receipt of the work order.

Signature of Bidder

Place:

Date: