



1. निविदा निर्धारण घोषणा के साथ /Tender specifications including declaration



Shifting of Household Items from Kerala to Odisha

IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(A Government of India Undertaking)
CHAVARA, KOLLAM, KERALA 691 583
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 15 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.



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3. निविदा एवं अन्य व्यवसाय व्यवहार में एथिक्स/ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

प्रिय महोदय / Dear Sir,

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

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

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

Chairman & Managing Director IREL (India) Limited, 1207, V.S. Marg, Prabhadevi, Mumbai 400 - 028 Ph: 022-24225778 Email: cmd@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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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 under taking and its violation will have consequences as per prevailing rule of the company.

सधन्यवाद / Thanking you,

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

DGM (Commercial)

तारीख /Date:



4. वचन /UNDERTAKING

तारीख /Date:

To
M/s. IREL (India) Limited

I/We am/are a Vendor/Customer of IREL (India) Limited (hereinafter referred to as Company)

I/We agree and undertake:

1. Not to provide any gift and / or inducement to any employee of the Company in connection with securing/being granted favour(s) in my/our dealings with the Company and its field Unit at Chavara, Kerala 691 583.
2. To immediately report any gift and / or inducement sought by any employee of the Company in exchange of the Company and/or its field units granting favour(s) to me/us in my/our dealings with the Company and/or its field unit.

हस्ताक्षर / Signature:

नाम / Name:

नाम / Title:

फर्म का नाम एवं पता (मोहर के साथ) /Name of the Firm& Address (with seal):

5. DECLARATION

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

I/ We have read and understood and are completely satisfied myself/ourselves with 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:

6. निविद निमंत्रण /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 (India) Limited" 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, with the Name of work, Tender number, Due date of opening of bids and Name of the bidders subscribed on the envelope. The tender shall be either despatched by REGISTERED POST so as to reach us before the due date and time of submission of bid or dropped in the tender box kept in our office on or before the due date and time.
- 6.3 Amendments, if any, to the Terms and Conditions of the Tender will be notified only through the above websites. Tenderers are advised to visit the websites regularly to update themselves of modifications to the tender, if any. IREL (India) Limited will be absolved from all responsibilities arising out of non-fulfilment of the above by the tenderer.
- 6.4 Tenders shall be submitted in one large sealed envelope with the Name of work, Tender number, Due date of opening of bids and Name of the bidders subscribed on the envelope.
- 6.5 The bids 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 bidders or their authorised representatives present, if any.
- 6.6 The bids will be opened at the due date and time specified in the tender even if no bidder or authorised representative is present.
- 6.7 If the dates stipulated for the sale of tender form / receipt of tender form / opening of tender 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 bidders who are present at that time.
- 6.10 Firms, companies or corporate bodies submitting tender shall attach with the tender a duly certified copy of authority of the person signing the tender to bind the firm / company / corporate body towards 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 attached, if any, should be signed by the tenderer and it would be deemed to be an integral part of the contract document. The tender document is not transferable.
- 6.13 It is suggested that the tenderer 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.
- 6.14 The tenderer shall study the specifications and be thoroughly satisfied regarding the workability of the contract and shall take full responsibility for satisfactory execution of the work.
- 6.15 The tenderer shall quote his rate only in the Price Schedule attached to the Tender.



7. संविदा के आम शर्तें / 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/IREL (India) Limited

The 'Purchaser/Company/Contracted/IREL/IREL(I)L' shall mean IREL (India) Limited, Chavara Unit incorporated under the Companies Act, 1913 and having its registered office at Plot No. 1207, Opp. Siddhi Vinayaka 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.

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, Drawings, Specifications, Scope of Work, Tender submitted by the Tenderer, including his Price Bid, 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)

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

7.1.9 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.

7.1.10 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.

7.1.11 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.

7.1.12 Contract Specification

7.1.13 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

7.1.14 Letter of Intent (LOI)

7.1.15 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.

7.1.16 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) Limited 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) Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL(India) Limited to eliminate the conflict.
- 7.3.4 The successful bidder shall notify IREL(India) Limited, 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) Limited.
- 7.3.6 In case of conflict between the General Conditions of Contract and the Special Conditions of 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) Limited.

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) Limited.
- 7.7.2 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.

7.8 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.



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) 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.

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) Limited, without any further notice to the contractor in the following circumstances:

- In case of 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, at any time, indulges in any subletting/ sub-contracting of any portion of the work without approval of IREL(India) Limited.

7.12 Liquidated Damages (LD)

- Where reasons are attributable to supplier / contractor for delays in execution of purchase order / contract, Liquidated Damages (LD) shall be levied @0.5% per week or part thereof on the value of unfinished supply/work for each week of delay, subject to a maximum of 5% of the total value of contract.
- Wherever the supply/work is on turnkey basis or having a bearing on commissioning and performance of the system in total, LD will be imposed on total value of contract.
- If, at the time of issuing the original order, separate period of completion is specified for certain item of work or group of items of work, 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:

- 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.
- If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures. \
- If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL(India) Limited may at its option terminate the contract without any financial repercussion on either side.

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.



- 7.14.2 On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.
- 7.14.3 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) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.
- 7.16 Accident or Injury to Workmen**
7.16.1 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.
- 7.16.2 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.
- 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) Limited 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) Limited:
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.
- 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) 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.



7.21 Indemnity

The contractor shall indemnify IREL(India) Limitedand keep IREL(India) Limitedindemnified 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) Limitedand in which case, the Contractor shall be liable to IREL(India) Limitedto 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) Limitedand 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) Limitedmay 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 (India) Limitedwho 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) Limited, 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 stipulated in the preceding parashas expired at any stage without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limitedat the relevant stage and all his rights of further appeal and/or adjudication or as the case may be 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. In the event of disputes the same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

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) Limitedmay 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(India) Limitedhas 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) 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 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) 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 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) 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 defense of any such claim, suit action or proceeding.

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

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

7.30 Benefits to Micro and Small Enterprise (MSE)s:

7.30.1 Micro & Small Enterprises (MSEs) 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 as per prevalent Govt. norms.
- (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 Out of 25% procurement from MSEs, 4% is earmarked for MSE units owned by Scheduled Caste / Scheduled Tribe (SC/ST) entrepreneurs and 3% for women-owned enterprises. Tenderers are required to state clearly if they are SC/ST entrepreneurs or women-owned enterprises
- 7.30.4 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 (India) Limited for grant of MSME benefits.
- 7.30.5 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/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.
- 7.30.6 TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS, MSME need to register themselves in TReDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TReDS Platform
- 7.30.7 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) ; IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.
- 7.30.8 IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.
- 7.30.9 As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform
- 7.30.10 Vendors can themselves registered at: <https://onboarding.rxil.in/customerapp/home>.
- 7.30.11 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDB
- 7.30.12 **For any registration queries, vendors may please contact,**

RXIL Relationship manager Mr.SatyajeetJathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager MrKirtimusale : +91 90048 17501 email: kirti.musale@rxil.in

IREL (India) Limited Unit Administrator Mrs UshaNandhini +91-476-2680701 Ext-304 email : usha.nandhini@irel.co.in
IREL (India) Limited Nodal Officer Mr K.V Ramakrishna : +91 81049 97177 email: kvramakrishna@irel.co.in

Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

- 7.31 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.
- 7.32 In case of any discrepancy in the Tender terms and conditions, the **uploaded Tender** terms and conditions shall be final.
- 7.33 IREL(India) Limited reserves right to release the **repeat order** at the same terms and conditions and at the rate (after discount, if any) agreed upon considering additional business gained by the party through such repeat order.



8. Annexure-I of SCOC

8.1. Responsibilities Of The Contractor

- 8.1.1. Manpower Deployment: The Contractor will deploy sufficient number of experienced manpower for discharging the contractual obligation effectively.
- 8.1.2. The Contractor shall submit a list of his proposed workmen after award of Contract along with details of qualifications, experience & residential address. It shall be the responsibility of Contractor to provide police verification documents of his proposed workers to the "Engineer-In-Charge" before their deployment under this Contract. IREL reserves the right to verify the antecedents of any worker and reject any of the Contractor's workers. IREL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of IREL.
- 8.1.3. The Contractor shall ensure payment of minimum wages and other statutory payment as per the provisions of Employee/Labour laws to his supervisors / workmen deputed for the work and furnish necessary proof, whenever required. Along with the monthly running bills, Contractor **should enclose a Certificate given by each of his supervisors / workmen** that they had received the payment in full from the Contractor for the said month.
- 8.1.4. The Contractor will be solely responsible for any loss, damage to IREL (India) Limited's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 8.1.5. In case, it is felt by the authorized officer of IREL (India) Limited that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor. In case of absence or leave absence of workmen, it is the responsibility of contractor to provide adequate nos. of substitute manpower in such cases.
- 8.1.6. If the Contractor fails or neglects to observe or perform the terms & conditions of the Contract, IREL(India) Limited may:
(a) Hold the Contractor liable for all the losses or damages caused to IREL (India) Limited by such failure or neglect.
(b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance / dislocation or stoppages and recover such losses from the amount payable to the Contractor.
- 8.1.7. The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 8.1.8. The Contractor shall not employ any person below "eighteen [18] years" of age. Further, the Contractor shall submit copy of valid age proof certificate in respect of each workmen engaged vide this contract.
- 8.1.9. The Contractor shall be solely responsible for payment of wages / salaries and allowance, if any to his personnel that might become applicable under any new act or order of the Government during the currency of the contract. IREL shall bear no liability, whatsoever, in this regard.
- 8.1.10. The Contractor shall submit an Indemnity Bond specifying that the Contractor will indemnify the employer from all damages, losses accrued on account of non-compliance of any applicable Labour/Employee law, Personal injury(s) caused during the course of employment

8.2. Statutory Compliance Under Labour & Industrial Law:

8.2.1. Statutory compliances under various Labour Laws:

The Contractor shall be solely responsible to comply with statutory provisions of various labour laws such as Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, The Mines Act, 1952 & Central Rules, 1955, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Compensation Act, 1923, etc. as stated below.

8.2.2. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952.

The Contractor shall be liable to obtain PF Code from EPFO for his establishment and remit the PF amounts to EPFO in respect of the workers engaged by him every month within the time limit stipulated and submit a copy of Challan and ECR in support of PF remittance to the Engineer in-Charge.

8.2.3. The Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971.

- 8.2.3.1. The Contractor shall obtain Labour Licence if he engages 20 or more workers on any single day and submit a copy of Labour Licence to Engineer-in-Charge before execution of the contract work.
- 8.2.3.2. The Contractor shall be responsible to disburse every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him 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 alongwith the signatures of the Contractor and Engineer-in-Charge/Authorised Representative of Principal Employer witnessing the wage disbursement.
- 8.2.3.3. The Contractor shall maintain the Registers of Wages, Wage-cum-Muster Roll, Advances, Deduction, Fines, Overtime etc and also should issue wage slip and employment card to his workers in the formats as specified under CL(R&A) Act, 1970.

8.2.4. The Minimum Wages Act, 1948



The Contractor 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 him before the expiry of the seventh day of every month.

8.2.5. The Employees' Compensation Act, 1923

- 8.2.5.1. The Contractor shall be liable to 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 his workers engaged while execution of the contract work. A copy of the Policy should be submitted to the Engineer in-Charge before execution of contract work.
- 8.2.5.2. The payments against the bills to the Contractor shall be released subject to due compliance of statutory provisions envisaged under aforesaid various labour laws.

8.2.6. Adherence to Safety & Security Regulations

- 8.2.6.1. All Contractors personnel deployed inside the workplace should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking, consuming of alcohol inside the workplace premises is strictly prohibited.
- 8.2.6.2. Contractor shall also ensure that all existing and amended Fire & Safety Rules/Policies of IREL are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility.
- 8.2.6.3. IREL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.
- 8.2.6.4. IREL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.
- All employees of the Contractor are required to follow adequate safety and will be responsible for any fault thereof



9 रोकड अंतरण केलिए बैंक विवरण / 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(India)Limited.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

=====

10 रजिस्ट्रेशन विवरण / REGISTRATION DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Regn. No.	
Whether the MSME belongs to SC/ST category personnel	
Whether the MSME belongs to women personnel	
GST Regn. No.	

Note: The contractor shall furnish

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



11. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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 _____ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s. IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi Vinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL(I)L), 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(I)L, 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(I)L including the question as to the tenability of the claim of the IREL(I)L for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(I)L 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(I)L under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL(I)L 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(I)L that the IREL(I)L 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 power exercisable by the IREL(I)L 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(I)L or any indulgence by the IREL(I)L 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(I)L in writing.

Dated the _____ day of _____ 20-- _____ Bank

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



12 **Bid Securing Declaration Form**

Tender No.

Date:

To M/s. IREL(India)Limited,
Chavara-691583

I/we declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ we are in a branch of any obligation under the bid conditions, because I/we

- a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- b)having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed:

Name:

Address:

Duly authorized to sign the bid for or on behalf of _____ Dated on _____ day of _____

Corporate seal (where appropriate)

(Note: in case of a joint Venture, the Bid Security Declaration must be in the name of all partners of the joint venture that submits the bid)



13 प्रतिभु जमा केलिए बैंक गारंटी क प्रोफार्म /PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL(India)Limited)a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfilment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

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

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

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

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

We _____ Bank, further agree that IREL(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 said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL(India)Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL(India)Limited or any indulgence by IREL(India)Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of _____ 20-- _____ Bank

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

Bank's Common seal



14 वाणिज्य शर्तें /COMMERCIAL CONDITIONS

14.1 SECURITY DEPOSIT (SD):

- 14.1.1 The successful tenderer shall furnish a SD amounting to 3 % of the contract value within 15days of receipt of order in the form of Insurance surety bonds, Account payee demand draft, fixed deposit receipt, Banker's cheque or bank guarantee from any of the commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect.
- 14.1.2 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 (India) Limited.
- 14.1.3 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.
- 14.1.4 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.
- 14.1.5 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.
- 14.1.6 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.

14.2 PAYMENT TERMS

- 14.2.1 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
- 14.2.2 Thepayment will be made within 30 days after successful completion and submission of bill &certification by Engineer-In-Charge.
- 14.2.3 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.
- 14.2.4 Payments will be made through e-payment. For facilitating e-payment you have to provide
- Beneficiary name
 - Account number
 - Name of the bank
 - IFSC
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch code

14.3 SUBMISSION OF INVOICES

Bidders shall ensure submission of GST Invoice as per the formats prescribed by the statutory authorities indicating GST Reg. No. of both bidder as well as IREL(India)Limited)(32AAACI2799F1ZN) to enable IREL(India)Limited to avail Input Tax Credit.

14.4 TENDER SUBMISSION:

The Tender shall be submitted as per the tender conditions.

14.5 VALIDITY OF BID

Tender validity period shall be **120 days** from the date of opening.

14.6 ACCEPTANCE OF TENDER

IREL(India)Limited 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.

14.7 AMENDMENTS

- 14.7.1 At any time prior to the last date for submission of bids, IREL(India) Limitedreserves the right to amend and modify the tender document.
- 14.7.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(India Limited may at their discretion, extend the last date for submission of bids, to enable bidders to have reasonable time to submit their bidafter taking into consideration such amendments.



15 निविदा अनुसूची/ SCHEDULE OF TENDER (SOT)

Sl. No.	Particulars	
15.1	Name of the work	Packing, Loading, Transporting, Unloading of House hold Items, Car and Bike from kollam to IREL (India) Limited, Oscom Housing colony.
15.2	Type of Tender	Public Tender
15.3	Estimated Contract Value	Rs.1,60,000- (including GST)
15.4	Tender No.	Tender No. IREL/CH/T No.213/2022-23
15.5	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. Techno-commercial bid and price bid should be submitted in separate covers. First envelope shall contain documents in support of qualification criteria of the tender Second envelop shall contain techno-commercial bid and price bid super scribed with name of work, tender number, name of the bidder and due date of opening.
15.6	Start Bid date and Time	06.03.2023 at 18.00 Hrs
15.7	Close Bid date and Time	13.03.2023 at 14.30 Hrs
15.8	View Tender Time	06.03.2023at 18.30 Hrs
15.9	Date & time of opening of Of the Tender)	13.03.2023 at 15.00 Hrs.
15.10	Tender Cost to IREL	NIL
15.11	EMD to IREL	NIL
15.12	Pre- Qualification criteria	1.The vendor must have experience in Packing, Loading, Transporting, Unloading of House hold Items and interstate transportation of household items. 2.Document required: Copy of previous work order from any reputed firm and invoice to be attached along with the bid.
15.13	Security Deposit	As per Clause 13.1
15.14	Period of Contract	As per Clause 16.5
15.15	Schedule of Payment	As per Clause 14.2 & 16.6
15.16	Liquidated Damages	As per Clause 7.12
15.17	Address for Correspondence	The party shall provide valid E-mail ID and Cell phone Nos. for communication, along with Full Name and Address.

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

उमप्रतकनीकी (क्रएवेंभ) / DGM , Tech (Purchase & Stores



16 संविदा की विशेष शर्त /SPECIAL CONDITIONS OF CONTRACT

16.1 Scope of Work:

- 16.1.1 Packing of the listed items
- 16.1.2 Loading of the items in the designated vehicle.
- 16.1.3 Transportation of loaded items to the destination directly without and transshipment.
- 16.1.4 Unloading items on door delivery basis.
- 16.1.5 Unpacking of items.
- 16.1.6 Transit insurance of the good/ items as per the list and declared value
- 16.1.7 Receiving Car & bike from the present location, loading and transportation, handling over at destination including insurance coverage.
- 16.1.8 To obtain goods receipt endorsement form the consignee and submit the same along with bill and insurance copies to OIC at IREL (India) Limited, Chavara

16.2 Special conditions of the contract

15.2.1 The loading & unloading is to be done at the following address

<u>Loading Point</u>	<u>Unloading Point</u>
Sri. Pramod Kumar, 95, Green Ushes, Mamatha Nagar, Near St. marry School, Ramankulangara, Kavanadu-691003, Kollam, Kerala., Phone No.7008494553, 9861347514	Sri. Pramodkumar, Quarter No.C/22, OSCOM Housing Colony, P.O., Matikhalo 761 045, Chatrpur, Ganjam (ODISHA) Phone No.7008494553, 9861347514

16.3 Quantity

Sl.No	Item Description	Nos.
1	1.5 Ton Split AC (Hitachi make) and accessories	1
2	Godrej Almirah	1
3	Sofa set	1
4	Washing machine	1
5	Television	1
6	Fridge	1
7	Gas Chula	1
8	Gas Cylinder	2
9	Utensils	lot
10	Books	lot
11	Dress materials, bed sheet, door curtains etc.	lot
12	Motor cycle	1
13	Music instrument	1
14	Teak wood bed	2
15	Matress	3
16	Table	3
17	Shoe stand	1
18	Purifier (Aqua- guard)	1
19	Dining Table and Chairs 4 Nos.	1
20	Car (Hundai i10 sportz)	1
21	Misc-items	5 Boxes



16.4 Terms & Condition

- 16.4.1 The household items (as detailed in clause 16.3), Car & Bike (1 Nos. each) shall be transported from Kollam to Quarter No.C/22, OSCOM Housing Colony, P.O: Matikhalo 761 045, Chatrapur, Ganjam(ODISHA) in separate vehicles/Cargo in a fully covered vehicle (not with tarpaulin covered).
- 16.4.2 The transporter shall be responsible for safe transportation of the house hold articles and Car & Bike to destination on non-trans shipment basis.
- 16.4.3 The transporter shall be responsible for loss of any item being carried in the truck in transit. In the event of any material loss, the cost of such item as declared by the owner of the material shall be paid by the transporter. In case of any damage of any of the item/items, transporter shall settle the claim amount with the consignee forthwith.
- 16.4.4 The transporter shall effect delivery of materials at the intended designation within minimum possible time as mutually agreed by the employee and the transporter.
- 16.4.5 The transporter shall submit the freight bill as per the order rate directly to the company after effecting delivery of material along with the certificates issued by the employee.
- 16.4.6 The requisition for truck shall be given by the employee 1 week in advance within which period the transporter is bound to arrange the truck for carrying the materials.
- 16.4.7 The transporter shall be the employer for all purpose in respect of person(s) engaged by him for transportation of materials. The company shall under no circumstances be responsible for any mishap etc. to such person(s) or any other persons whatsoever.
- 16.4.8 Bill in original duly certified by Sri Pramod Kumar need to be submitted to Officer In Charge (OIC) at IREL (India) Limited, Chavara unit along with copy of the insurance policy (if made).

16.5 PERIOD OF CONTRACT:

- 16.5.1 The period of contract will be Ten days from the date of commencement of the work.
- 16.5.2 The company reserves the right to extend the period of the contract at the same rate and terms & conditions.
- 16.5.3 IREL (India) Ltd 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.

16.6 Payment Term:

- 16.6.1 Payment will be made within 30 days of submission of invoice after completion of work and certification by officer in Charge
- 16.6.2 Payment will be made to the contractor based on the recommendation from the intending department.
- 16.6.3 From the payment, all statutory deductions like income tax etc. shall be made.

16.7 **Evaluation Criteria:** Tender will be evaluated on overall L₁ basis.

16.8 **Award of Contract:** Order will be awarded to technically and commercially qualified bidder with lowest price.

16.9 Contact Persons

Anmol Ignatius Toppo AM-HRM (Estt.) Phone 0476-2680701-5

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

उमप्रतकनीकी (क्रएवेंस) / DGM , Tech (Purchase & Stores)



17 PRICE SCHEDULE

Sl.No	Item Description	Rate in Rs. Lumpsum (In figure)	Value (Approx) in Rs.
1	Freight charges for house hold items		
2	Car freight charge		
3	Bike freight charges		
4	Loading charges		
5	Unloading charges		
6	Packing charges		
7	Unpacking charges		
8	Statistical charges		
9	Insurance charges for house hold items(Total value approximate 4 lakhs)		
10	Insurance charges for Car (Total value approximate 3 lakhs)		

The rate offered is the basic rate. GST at applicable rates will be paid extra

Declaration:-

1. I/We have fully read and under stood 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:



17. 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 provides 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
vi)	Landslides incidences with Annual rainfall normal
vii)	District wise Probable Max. Precipitation