

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



**Two year Non comprehensive AMC on 11 sets of CCTV camera systems**

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

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 23 (containing 'Bank/Remittance Details' and 'Registration Details' respectively) shall be filled in, signed, seal-affixed and submitted along with the bid.

## 2. विषय वस्तु /CONTENT

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3. निविदा एवं अन्य व्यवसाय व्यवहार में एथिक्स /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: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a>	Chief Vigilance Officer IREL (India) Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a>
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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.

सधन्यवाद/Thanking you,

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

उ म प्र – तकनीकी (खरीद और स्टोर)  
DGM- Technical (Purchase & Stores)

तारीख /Date:

4. वचन /UNDERTAKING

Date:

To,

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

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

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

5. घोषणापत्र /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:



	submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
6.3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6.4.	<p><b>Special Note regarding Transaction Fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making any change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto-authorised and the vendor shall receive a system generated mail. Transaction fee is non-refundable by MSTC. Vendors will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details:</b>                  FAX No.: 033- 22831002                  Email IDs: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>, <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.                  In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
6.5.	Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum Size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors need to <b>attach documents through Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.
6.6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.7.	Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to check the website regularly before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b> No separate intimation in respect of corrigendum to this NIT (if any) will be sent directly to tenderer(s) who have downloaded the documents from website. Please see web page <a href="http://www.mstcecommerce.com/eprochome/IREL">www.mstcecommerce.com/eprochome/IREL</a> of MSTC Ltd.
6.8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
6.9.	<p><b>Bidding in E-Tender &amp; Reverse Auction:</b></p> <p>Bidder(s) need to remit Transaction fees to be eligible to bid online in the e-tender. Necessary EMD and Tender Document Cost (TDC), if any, also have to be paid. TDC is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded.</p> <p>The bidding process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>Bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt. Depts. → IREL Login → My menu → Auction Floor</p>

	<p>Manager → live event → Selection of the live event</p> <p>The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. After the Techno-Commercial bid &amp; Price Bid has been saved, bidder can click on the "Submit" button to register the bid.</p> <p><b>NOTE:</b> - The Techno-Commercial Bid &amp; price bid cannot be revised once the submit button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned in the Tender. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall hereafter be called <b>SUPPLIER</b>.</p> <p>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>Unit of Measure (UOM) is indicated in the e-tender Floor. Rate quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
6.10	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
6.11	No deviation to the technical and commercial terms & conditions are allowed.
6.12	After submitting online bid with digital signature, the bidder cannot access the tender.
6.13	IREL has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
6.14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the web page <a href="http://www.mstcecommerce.com/eprochome/IREL">www.mstcecommerce.com/eprochome/IREL</a> of MSTC Ltd.
6.15	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
6.16	The bid will be evaluated based on the filled-in technical & commercial formats.
6.17	The documents <b>uploaded and attached</b> to this event by bidder (s) will be scrutinised. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

## 7. STC's e-Procurement Portal Guidelines for Vendors

((The following section is meant only to provide guidance to bidders about the e-procurement portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal. Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the offices of MSTC to seek clarification on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to misunderstanding anything written hereunder.))

### System Requirement:

The following requirements need to be fulfilled for optimum use of MSTC e-procurement system.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows XP SP3 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) All the ActiveX controls of the Internet Explorer should be set in **Enable** mode. The settings under Browsing History (Under Tools → Internet Options → General) for Check for newer versions of web pages should be kept as Every time I visit the webpage.
- (6) All Pop-Blockers should be kept in **Disable** or turn off mode.
- (7) The protected mode of the computer should be turned off for higher version of Windows where available.
- (8) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (9) The website <https://www.mstcecommerce.com> should be added to the list of Trusted Sites.
- (10) The computer should have Java Runtime Environment version 7 update 9 or above installed in it.
- (11) Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

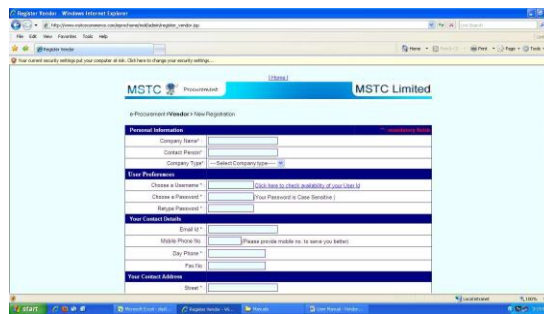
NB:- For further queries the vendors may refer to the FAQ at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

### Registration:

Vendors have to register separately for each Buyer in whose e-procurement events they wish to participate. For example, if a vendor wishes to participate in e-procurement events for Buyer A and Buyer B, he will have to register separately for the two Buyers. Visit the website [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) and the screen will look like this:

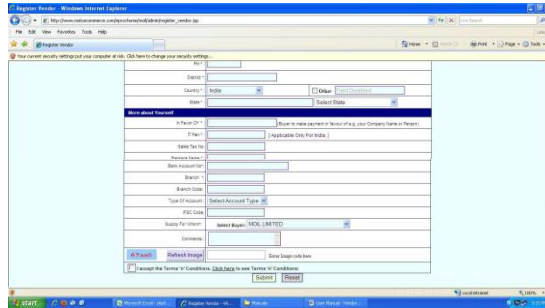


Click on the Logo of NHPC to register. Click on "Register As Vendor". A Form will open up. Fill up the Form and click on Submit.



You need to create your own user name and password. Please check availability of user id and also the password policy before creating the same. Please do not use any special character in any field except one for password

**आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)**  
**(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल**  
**IREL (India) Limited (A Government of India Undertaking)**  
**(Formerly Indian Rare Earths Limited), CHAVARA - 691 583, KOLLAM DIST., KERALA**  
**CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZLN.**



Please refresh the image before clicking on Submit button. After that a preview page will appear and if you press continue then a message of successful registration will come. This completes the on-line registration process. Your account is auto-activated (unless mentioned otherwise) and you may proceed to login.



Type your user id and password and click on Login. The system shall ask for your DSC as Below



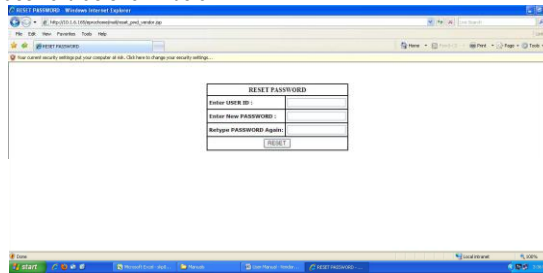
Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system. NB: For further queries vendors May refer to the FAQ at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

**Change / Forget Password:** In case a vendor forgets his password or wishes to change his password, he shall click on the link Reset password.

आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)  
 (पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल  
 IREL (India) Limited (A Government of India Undertaking)  
 (Formerly Indian Rare Earths Limited), CHAVARA - 691 583, KOLLAM DIST., KERALA  
 CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.



The system will ask for user id and new password as shown below.



Fill up the fields and click on reset. The system will ask for DSC and if authenticated correctly, the password will be reset. Please remember that this facility is available only after first successful login with the DSC.

**DOWNLOADING OF NIT / CORRIGENDUM BY VENDOR**

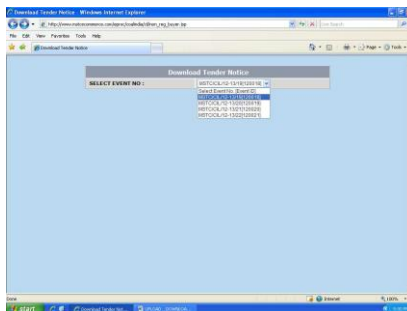
**a. Unregistered Vendors**

Step 1: Click "Download NIT/Corr" link on "<http://www.mstcecommerce.com/eprochome/irel>".

Step 2: Click 'proceed' button and fill up the format providing the details of Company, Name, e-mail ID, Mobile No. & Name of the contact person.



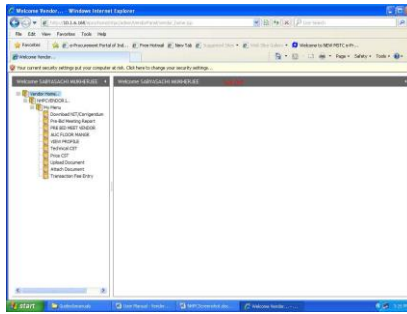
Step 3: After submission of the details, select the event No., select the notice/corrigendum and download the same



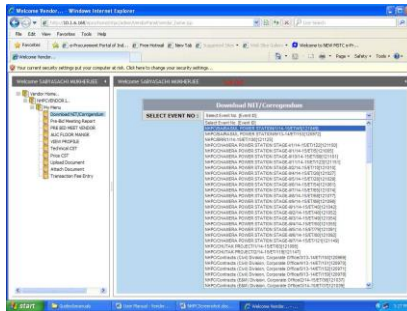
**b. Registered Vendors**

Step 1: Login with user ID, password & DSC. Under "Vendor Login" at <http://www.mstcecommerce.com/eprochome/irel/>

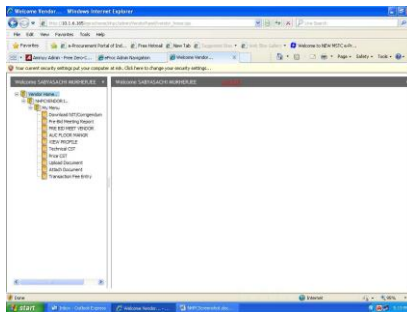
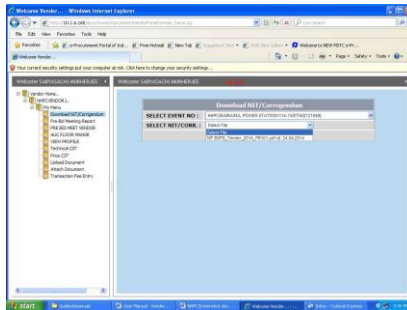
आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)  
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 CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.



Step 2: Click "DOWNLOAD NIT/CORRIGENDUM" LINK.

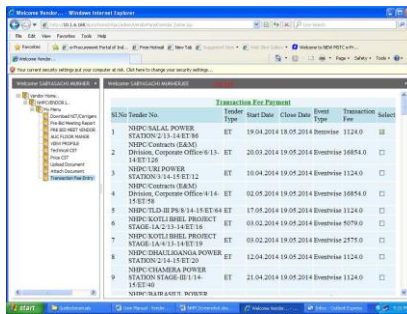


Step 3: Select the event and select the NIT/CORRIGENDUM and download & save.

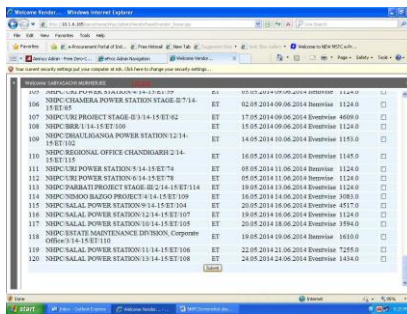


The vendor may enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. On Clicking the following Page appears as shown below.

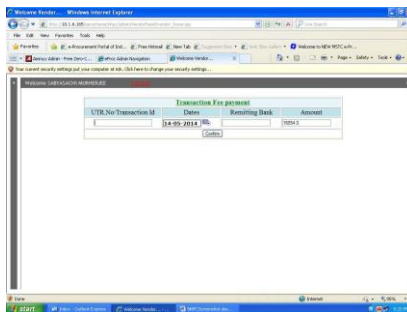
आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)  
 (पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल  
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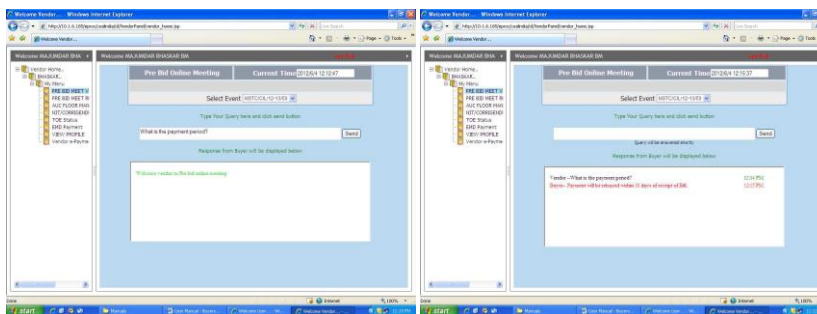
Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page as shown below.



Then the following page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button as shown below. The amount field cannot be edited.



**Pre-Bid Meet:** Log in with your user id, password and DSC. Click on the link PRE BID MEET VENDOR. Select the Event. Type in your query in the box provided and click on Send.



When the Buyer replies to your query, it will be automatically displayed under your query in the second display box as shown above. You can view all the queries and the replies thereto during the Pre Bid Meeting without knowing the names of the persons raising the queries. The Pre Bid Reports of all concluded Pre Bid Meetings can be accessed through the link PRE BID MEET REPORT.





## 8. अनुबंध की सामान्य शर्तें /GENERAL CONDITIONS OF CONTRACT

### 8.1. 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

- 8.1.1 Purchaser/Company/contractee/IREL/IREL (India) Limited: The 'Purchaser/Company/contractee/IREL/IREL (India) Limited' shall mean Indian Rare Earths 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.
- 8.1.2 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
- 8.1.3 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
- 8.1.4 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.
- 8.1.5 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.
- 8.1.6 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.
- 8.1.7 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.
- 8.1.8 Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC): means any assistant of the officer /Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.
- 8.1.9 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.
- 8.1.10 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.
- 8.1.11 Contract Specification: The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
- 8.1.12 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.
- 8.1.13 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.

### 8.2. OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC):

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

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

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

### 8.3. CONFLICT AND INTERPRETATION OF DOCUMENTS:

- 8.3.1 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.
- 8.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 8.3.3 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.
- 8.3.4 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
- 8.3.5 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.

8.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. ASSIGNMENT AND SUBLETTING

8.7.1 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.

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

8.8. 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.

8.9. 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.

8.10. EMD, IF ANY IS LIABLE TO BE FORFEITED IF:

8.10.1 The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.

8.10.2 The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.

8.10.3 In case bidder submits false/fabricated documents.

8.10.4 In case bidder fails to submit SD as stipulated in the tender.

8.10.5 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:

8.10.6 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.

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

8.11. LIQUIDATED DAMAGES (LD)

8.11.1 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.

8.11.2 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.

8.11.3 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.

8.12. FORCE MAJEURE:

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





IREL (India) Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for IREL (India) Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL (India) Limited's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL (India) Limited, as a result of any claim of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL (India) Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

8.28. **Quantities:** The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities. Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.

8.29. **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.

8.30. **Benefits to Micro and Small Enterprise(MSE)s:**

8.30.1 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.
- e. In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

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

8.30.2 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.

8.30.3 6.31.3 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.

8.30.4 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.

8.30.5 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.

8.30.6 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/KVIB/Coir Board/ Directorate of Handicrafts



## 9. SCOC का अनुबंध -I / Annexure-I of SCOC

### 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 (India) Limited 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 IREL (India) Limited 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 (India) Limited 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 ELECTRICAL ENGINEERING ASPECTS

- 9.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment .
- 9.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 9.2.3 Fuses shall be removed when personnel are working on concerned circuits.
- 9.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 9.2.5 All portable tools are supplied through ELCB
- 9.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 9.2.7 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.
- 9.2.8 8. "V- Belts shall not be used for any lifting purposes.
- 9.2.9 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.
- 9.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 9.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

#### 9.3 MECHANICAL ENGINEERING ASPECTS

- 9.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 V- Belts shall not be used for any lifting purposes.

- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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.
- 9.3.8 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.

10. IRELIL 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. IRELIL.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

Order from IRELIL against which payment is made.

11. REGISTRATION AND CONTACT DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Regn. No.	
Whether the MSME belongs to SC/ST category personnel	
GST Regn.No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cellphone	
Email address(es)	

**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.

## 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 breach of any obligation under the bid conditions, because I/we

- 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
- 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. 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 \_\_\_\_\_ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL (India) Limited), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

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

We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing. Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20--  
\_\_\_\_\_ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal

14. **PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with \_\_\_\_\_ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer 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 fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by 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 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 guarantee 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

## 15. अन्य शर्तें /OTHER CONDITIONS

### 15.1 Transaction Fee

- 15.1.1 The vendors will have the access to online e-tender only after Transaction fee by NEFT in favour of MSTC Limited, Kolkata
- 15.1.2 Payment of Transaction fee by NEFT in favour of MSTC LIMITED.(Refer clause. No.6.4 of Important instructions)
- 15.1.3 Transaction fee and related bank charges are to be paid by bidder. This will be reimbursed by IREL (India) Limited on submission of proof of the payment.

### 15.2 Tender Cost to IREL (India) Limited

- ~~15.2.1 Tender document cost shall be paid as per the tender basic information~~
- ~~15.2.2 Tender document cost shall be paid to get tender document from IREL (India) Limited. Payment of Tender Cost shall be accepted by RTGS /NEFT in favour of IREL, Chavara (refer Clause 11 for details).(Bank Charges are to be borne by bidder.~~
- ~~15.2.3 No tender cost is required to pay in case the bidder downloads the document from the website.~~
- ~~15.2.4 The MSME bidders can claim exemption of tender document cost as per the tender clause: 8.29~~
- ~~15.2.5 Submission of offer without Tender Cost / Valid MSME certificate, offer shall be summarily rejected.~~

### 15.3 Earnest Money Deposit (EMD) to IREL (India) Limited

- 15.3.1 EMD shall be paid as per the tender basic information.
- 15.3.2 EMD shall be paid to IREL (India) Limited by RTGS /NEFT in favour of IREL, Chavara (refer Clause 11 for details).(Bank Charges are to be borne by bidder or by BG (Bank Guarantee) (as per format enclosed)
- 15.3.3 The MSME bidders can claim exemption of EMD as per the tender clause: 8.29
- 15.3.4 Submission of offer without EMD / Valid MSME certificate, offer shall be summarily rejected.
- 15.3.5 In case, the EMD is submitted by BG, the original BG shall reach our office on or before the due date of Opening of the Bid and the details shall be uploaded along with the offer.
- 15.3.6 No interest shall be paid on EMD. The offer without EMD shall be summarily rejected except where exemption is provided in the tender.
- 15.3.7 EMD shall be dealt with as follows:
- In case of unsuccessful bidder it shall be returned without any interest immediately after finalization of order.
  - In case of successful bidder it shall be adjusted without interest as Security Deposit. (SD).
  - The EMD shall be forfeited if:
    - The bid is revoked during its validity period.
    - The bidder changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
    - The bidder fails to accept the order when placed or fails to commence work after accepting the order.
    - In case bidder submits false/fabricated documents.

### 15.4 SECURITY DEPOSIT (SD):

- 15.4.1 The successful tenderer shall furnish a SD amounting to **3 % of the contract value** (inclusive of EMD) in the same manner as specified for EMD within 15 days of receipt of order or before commencement of work, whichever is earlier by NEFT in favour of IREL (India) Limited SD in the form of BG is also acceptable (format given in the NIT). The Security Deposit will be refunded to you without any interest after satisfactory completion of the contract work, subject to any claim/dispute. The Security Deposit shall stand forfeited in case of any failure on your part in complying with the statutory norms/ rules and regulations and execution of the work as per the order. You shall arrange to submit the Bank Guarantee to IREL (India) Limited directly from your bankers by Registered Post.
- 15.4.2 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.
- 15.4.3 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.
- 15.4.4 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.
- 15.4.5 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.



## 16 TENDERER'S RESPONSE

Sl.No	DESCRIPTION	Response
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2.	The submitted NSIC/MSME certificate include the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Others category	AGREE WITH REMARKS
3.	The bidder shall be qualifying as per the Qualification criteria of bidders as per the SCHEDULE OF TENDER (SOT) of this tender	AGREE
4.	The offer submitted is as per the <b>SPECIAL CONDITIONS OF THE CONTRACT</b>	AGREE
5.	<b>The entire tender terms and conditions has been accepted</b>	AGREE
6.	Self attested Scanned copy of certificate showing that bidders are PSU/State Govt. undertaking or by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or UdyogAadhar Memorandum or any other body specified by ministry of MSME) has been uploaded in CPP Portal (Central Public Procurement Portal and for Tender cost / EMD exemption ( if applicable). Or Signed and scanned copy of duly filled <b>Declaration</b> containing details of Tender cost and EMD amount payment has been uploaded and attached	AGREE
7.	Self-attested scanned copies of all required documentary evidence towards <b>Qualification criteria of bidders</b> has been uploaded	AGREE WITH REMARKS
8.	Signed and scanned copy of duly filled <b>Registration details</b> has been uploaded	AGREE

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## 17 निविदा की अनुसूची /SCHEDULE OF TENDER (SOT)

Sl No	Particulars	
17.1	Name of Work	Two year Non comprehensive AMC on 11 sets of CCTV camera systems
17.2	Type of Tender	Public Tender (Single part)
17.3	Estimated Contract Value including Taxes	Rs.2,95,035/-(Incl.GST)
17.4	E-Tender Event No.	IREL/Chavara/22-23/ET/95
17.5	Mode of Tender	e-Procurement System (Online Part1- Techno-Commercial Bid and Part-II- Price Bid through www.mstcecommerce.com/eprochome/irel of MSTC Ltd.)
17.6	Transaction Fee	Rs.1180/- (Rupees One thousand one hundred eightyonly) Including @ 18% GSTor as per MSTC site.
17.7	Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
17.8	Start Bid date and Time	15.03.2023,18.30 Hrs.
17.9	Close Bid date and Time	05.04.2023, 14.30 Hrs.
17.10	View Tender Time	15.03.2023, 18.00 Hrs.
17.11	Date of Pre-Bid Start Time	05.04.2023, 15.00 Hrs.
17.12	Date & time of opening of Price bid	After 06.04.2023, 11.00 Hrs.
17.13	Tender Cost to IREL (India) Limited	Nil
17.14	Earnest Money Deposit to IREL (India) Limited	Rs.5000/-
17.15	<p><b>Qualification criteria of Bidders.</b></p> <p><u>Experience :</u></p> <ol style="list-style-type: none"> <li>Having completed minimum one similar work of Rs.2,36,000/- including GST at any Central/State Govt. institutions/Central/State PSUs/Reputed JV/PVT firms during the last 7 years ending 31-12-2022</li> <li>Having completed minimum two similar work of Rs.1,47,500/- including GST at any Central/State Govt. institutions/Central/State PSUs/Reputed JV/PVT firms during the last 7 years ending 31-12-2022</li> <li>Having completed minimum three similar work of Rs.1,18,000/- including GST at any Central/State Govt. institutions/Central/State PSUs/Reputed JV/PVT firms during the last 7 years ending 31-12-2022</li> </ol> <p><u>Defenition of similar work :</u> Supply, installation and commissioning of CCTV Camera systems/Maintenance of CCTV Camera systems. Bidder shall submit copies of orders, tax invoice and/or work completion certificate.</p> <p><u>Financial Criteria :-</u> Average annual financial turn over during the last 3 years ending 31<sup>st</sup> March 2022, shall be at least Rs.88,510/- Bidder shall submit audited P&amp;L statements in proof of the same.(Average annual financial turn over during the last three years will be taken by computing total of the audited turn over indicated in the submitted financial statements (among the three years and divided by three)</p> <p><u>General :-</u> Bidder shall have office set up within a radial distance 150 KM from IREL(India) Limited, Chavara for co-ordinating preventive preventive check ups and attending breakdown intimations within 24 hours, if necessary, on emergency situations.</p>	
17.16	Security Deposit	As per Clause 15.4
17.18	Period of contract	As per Clause 18.3
17.19	Schedule of payment:	As per Clause 18.4
17.20	L.D	As per Clause 8.11

**कृते आईआरईएल)इंडिया (लिमिटेड**

**For IREL (India) Limited**

**उ म प्र – तकनीकी (खरीद और स्टोर)**

Signature of the tenderer

IREL /Chavara/22-23/ET/94 T.No: 196

AMC on CCTV

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<http://bit.ly/irevendregn>

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<http://bit.ly/ireliltend>

<http://bit.ly/cpppirelil>

## 18 अनुबंध की विशेष शर्तें /SPECIAL CONDITIONS OF THE CONTRACT

18.1 **Scope of Work** : It is a non comprehensive AMC for 11 sets of CCTV camera systems and accessories of various types as mentioned below , installed locations shown against them

SL. No.	Locations	Installation details			
			Camera	DVR/NVR	Hard Disk
1	Security Gate	Analog 3 Nos.	8CH DVR	1 TB 1No.	Monitor
2	SM(Security's) cabin	IP Camera 6 Analog Camera 13 Nos.	16 CH NVR 16 CH DVR	6 TB 1No. 1 TB 1 No.	Public addressing system
3	Administrative Building	IP Camera 3 Nos.	4 CH NVR	1 TB 1 No.	
4	Stores	Bullet Camera 12 Nos	16 CH DVR	1 TB 1 No.	
5	MSP	Bullet Camera 4 Nos	4CH DVR	4 TB 1 No.	
6	Rutile Plant	Bullet Camera 4 Nos	4 CH DVR	4 TB 1 No.	
7	HUP	Bullet Camera 12 Nos	8 CH DVR	8 TB 1 No.	
8	Canteen Building	PTZ Camera 1 No	8 CH DVR		4Port Switch & other accessories
9	VT Mining Site	PTZ Camera 2 Nos	8 CH NVR		AP 4 Nos, Switch 2 Nos
10	Valiyazheekal HA	IP Camera 4 Nos	8 CH NVR	4 TB	
11	Thottappally HA	IP Camera 4 Nos	8 CH NVR	4 TB	AP 2Nos, & other accessories

### 18.2 Terms And Conditions

- 18.2.1 Party may visit the site, before participating the tender, to ascertain the nature of work.
- 18.2.2 Party's service personnel shall carryout preventive maintenance checks on all the system once in every month. Service reports of PM checks along with suggestions for improvement, if any, shall be handed over to the Engineer-In Charge.
- 18.2.3 Party shall attend all breakdown intimations within one working day at no additional cost to IREL (India) Limited. Breakdown intimation will be given over phone /Whats app/Email.
- 18.2.4 Party shall provide complete supervision for all types of works necessary for better performance of the system.
- 18.2.5 During every visit, party shall provide complete supervision for all types of works necessary for better performance of system.
- 18.2.6 IREL(India)Limited will provide normal spares required for replacement from the inventory maintained at our stores. Any other spares required for repairing of the system shall be provided by the party immediately and make the system in operation. The cost of spares used will be payable against invoices duly certified by Engineer-In Charge.
- 18.2.7 No lodging, boarding and transportation facilities shall be provided at the site.

### 18.3 Period of Contract:

18.3.1 The period of contract will be Two years from the date of receipt of the work order/as directed by the Engineer-In Charge.

**18.4 Payment terms: -**

- 18.4.1 Payment shall be made monthly basis within 30 days against submission of invoices, copies of service reports etc.  
18.4.2 Payment will be made to the contractor based on the recommendation from the intending department.  
18.4.3 From the payment, all statutory deductions like income tax etc. shall be made.

**18.5 Evaluation:**

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

**18.6 Award of Contract:**

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

**18.7 Contact Person:**

	Name	Telephone	Email.id
1	Ameer.S Chief Manager(Production)	0476-2687001-05	s.ameer@irel.co.in

कृते आईआरईएल(इंडिया) लिमिटेड,  
For Indian Rare Earths Limited

उ म प्र – तकनीकी (खरीद और स्टोर)  
DGM- Technical (Purchase & Stores)

