



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited (Formerly Indian Rare Earths Limited)

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)
CIN: U15100MH1950GOI008187 Website: www.irel.co.in ISO 9001:2015 & ISO 14001:2015 Company -



SCHEDULE OF TENDER (SOT)

	SCHEDULE OF T	ENDER (SOT)				
а	NIT NO & Date	MK/P 50-17/ET 44 /2022-23 dated 14.09.2022				
b	Name of Work	Providing MCC cabin for installation of 2 No	s. of new MCC at HUP			
С	MODE OF TENDER	Public Tender.				
	E-Procurement System. www.mstcecommerce.com/eprochome/irel	E-Procurement System. www.mstcecommer	rce.com/eprochome/irel			
d	E-Tender NO	IREL/Kanyakumari/22-23/ET44				
е	Date of NIT (available to parties to download)	14.9.2022				
f	Date of Starting of online Pre-bid meeting	NA				
g	Date of Closing of online Pre-bid meeting	NA				
h	Estimated Contract Value	₹11,69,000/				
i	i) Tender Document Charges(TDC) Note: Company/Unit registered with MSME/NSIC are exempted from payment of TDC provided they submit valid MSME/NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated. Govt Undertaking /PSUs are exempted from payment of TDC ii) Earnest Money Deposit(EMD) Note: PSU, State Govt. Undertakings are exempted from payment of	e Js ₹15,000/- (Rupees Fifteen thousand only)				
	EMD. MSME/SSI units are exempted from payment of EMD provided they submit valid MSME/ NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated.	DETAILS – AS PER ANNEXURE IX				
	iii) Transaction Fee Note: Please note that vendors will have the access to online e- tender only after Transaction fee by NEFT in favour of MSTC Limited, Kolkata.					
j	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/irel	14.9.2022 at 17:00 Hrs				
k	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	28.9.2022 at 14:00 Hrs				
ı	Date & time of opening of Part-I(i.e.Techno-Commercial Bid)	28.9.2022 at 14:30 Hrs				
m	Date & time of opening of Part-II (ie Price Bid)	Shall be informed separately.				
n	Validity of Tender	120 days from the date of opening of tender.				
0	Delivery/ Completion Period\	As per annexure IV				
р	List of Annexure Annexure I	Title Important Instructions	Page nos.			
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Important instructions for E-procurement

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

Process of E-tender:

A. Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. For queries related to registration with MSTC, prospecting vendors may take help from dedicated help-desk no. 033-22901004. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/irel

- 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select IREL (India) Limited Logo->Register as Vendor -- Filling up details and creating own user id and password → Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact IREL (India) Limited / MSTC, (before the scheduled time of the e- tender).

Contact person of Tendering Authority:

1. Mr. Vazrapu Ravikumar

Deputy General Manager (F& A)-Purchase

Mobile No: +91 9916133325 Land phone: 04651-200402

Email: purchase-mk@irel.co.in

2. Mrs. S. Latha,

Assistant Manager (Purchase)

Mobile No:9442525813 Email: slatha@irel.co.in

Contact person (MSTC Ltd):

1. Mr. Damodaran,

Manager, MSTC Ltd.

Mobile:9841002253/044 28285099

Email:damodaran@mstcindia.co.in

2. Mr. M.H.Jain,

Deputy Manager, MSTC Ltd.,

Mobile No.9721277969/044-282855023

Help-desk nos. 033-40645207, 40645316, 40609118, 22831002, 22891401, 22891005, 22901004, 22895064.

- B) System Requirement:
- i) Windows 7 or above Operating System

- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)

- The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/irel. Tenders will be opened electronically on specified date and time as given in the Tender.
- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

NOTE

- 1. Please note that vendors will have the access to online e-tender only after Transaction fee is paid vide RTGS/NEFT or through Online payment.
- 2. In order to provide competitive bidding it has been decided that transaction fee paid by the bidders shall be reimbursed back to them after finalization of tender on submission of payment details transaction fee payment challan, generated in MSTC website alongwith request letter. However, for participation in tender the transaction fee is to be borne by the bidder.
- **3.** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Information about tenders /corrigendum uploaded only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6 E-tender cannot be accessed after the due date and time mentioned in NIT.

7	Bidding in e-tender:
'	a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be
	eligible to bid online in the e-tender. Tender fees is non refundable. No interest will be paid on
	EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority after
	finalization of the order.
	b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
	c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and
	Commercial Bid through internet in MSTC website $\underline{www.mstcecommerce.com} \rightarrow e$ -
	procurement →PSU/Govt depts→ Login under IREL (India) Limited→My menu→ Auction
	Floor Manager → live event → Selection of the live event
	d) The vendor should allow running JAVA application. This exercise has to be done immediately
	after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the
	vendor will not be able to save/submit his Technical bid.
	e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once
	the same is done, the Commercial Bid link becomes active and the same has to filled up and
	then vendor should click on "save" to record their Commercial bid. Then once both the
	Technical bid & Commercial bid has been saved, the vendor can click on the "Final
	submission" button to register their bid
	f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can
	be uploaded.
	g) In all cases, vendor should use their own ID and Password along with Digital Signature at the
	time of submission of their bid.
	h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
	i) The e-tender floor shall remain open from the pre-announced date & time and for as much
	duration as mentioned above.
	j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor.
	Any bid will be considered as the valid bid offered by that vendor and acceptance of the same
	by the Buyer will form a binding contract between Buyer and the Vendor for execution of
	supply.
	k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the
	same will not be accepted by the system.
	 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.
	m) No deviation of the terms and conditions of the tender document is acceptable. Submission of
	bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the
	tender.
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of
11	bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page
	www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

General Terms & Conditions

Definition of Terms

a) Purchaser/Company/IREL

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

b) Contractor/Supplier/Tenderer/Bidder

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

c) Subcontractor

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

d) Contract

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

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

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

f) Tender Specification

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

g) Contract Specification

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

h) Letter of Intent (LOI)

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

i) HO/CO

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

j) Site

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

1. General

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

2. Validity of Offer

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

3. Contract agreement.

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

4. Standards

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

5. Scope of Order and Specifications

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

6. Inspection of site

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

7. Earnest Money Deposit (EMD)

- 7.1 Tenderers shall remit EMD through NEFT/ RTGS in favour of M/s IREL (India) Limited, Manavalakurichi as mentioned in SOT. Details of payment should be uploaded in MSTC portal and E-mail to be forwarded to IREL (India) Limited at "purchase-mk@irel.co.in" clearly mentioning full postal address of the Tenderer, E-Tender No for which EMD & TDC were paid, Payment details including amount, UTR No and bank details from which payment was done.
- 7.2 Persons / Firms / Body Corporate registered with NSIC or under MSME Development Act 2006, are exempted from payment of EMD subject to the production of proof of current registration certificate in line with the subject requirement along with the offer. Scanned copy of MSME certificate is to be uploaded.
- 7.3 The Earnest Money shall stand forfeited in favour of M/s.IREL (India) Limited. without any further notice to the tenderer if:
 - i. The tenderer indulges himself in any undesirable practice or malpractice.
 - ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s.IREL (India) Limited.
 - iii. The tenderer does not convey his written acceptance within a maximum period of 15 days from the date of issue of the work order placed on him.

- iv. The successful tenderer does not deposit the security deposit within 30 days from the date of issue of the work order.
- v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract within 30 days from the date of issue of work order

8. Security Deposit (SD)

- 8.1 The successful Contractor shall furnish a Security Deposit amounting to 3% of the total value of the contract within 21 days of placement of order.
- 8.2 The Security Deposit may be remitted in the following forms:
 - i) Through NEFT/ RTGS in favour of M/s. IREL (India) Limited, Manavalakurichi.
 - ii) Demand draft drawn on State Bank of India in favour of M/s. IREL (India) Limited
 - iii) Irrevocable Bank Guarantee from any Scheduled / Nationalised bank acceptable to M/s. IREL (India) Limited as per annexure XII.
- 8.3 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations; alterations or extensions of time as may be made, given conceded or agreed to between the contractor and M/s. IREL (India) Limited under the General Conditions or otherwise.
- 8.4 The security Deposit furnished by the successful tenderer shall not carry any interest whatsoever.
- 8.5 EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee is to be submitted towards SD in the prescribed format as per annexure IX.
- 8.6 In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor.

9. Retention money:

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

10. Refund of SD and Retention money:

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

11. Forfeiture of SD & Retention Money:

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

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

12 Assignments and Subletting

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

13. Prices

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

14. Taxes, duties & levies

- 14.1 Bidders must clearly mention their GSTIN number in the offers and invoices, IGST, CGST & SGST rates shall be clearly mentioned in the offer indicating the applicable rates in order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of GSTIN Tax invoice as per the prescribed formats by the statutory authorities.
- 14.2 You shall remit the tax collected within the stipulated period to the government and file the return.
- 14.3 Your GST Compliance rating will also be considered as one of the parameter during vendor evaluation
- 14.4 Income Tax and other Taxes will be deducted at source, if applicable as per rule.
- 14.5 Any Change in taxation during the tenure of contract will be as per applicable statute.

15. Performance test

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

16. Alteration of specifications, patterns and drawings

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

17 Patent Rights etc:

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

18. Correspondence

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

19. Compliance with Statutory and Other Regulations

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

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

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

19.8 Workmen's Safety and Compliance of Rules etc.,:

It is Contractors's sole responsibility for ensuring the safety and welfare of all their workers at site and they shall abide by the rules & regulations of the Company regarding safety, security, etc. You shall comply with all statutory provisions like Mines Act 1952, Atomic Energy Act 1962, Industrial Disputes Act 1947, Contract Labour (Regulation and Abolition) Act 1971, Employees Compensation Act 1923, Minimum Wages Act 1948, PF Act 1952 and the respective rules made there-under in all matters connected with your services, safety, etc. You shall take appropriate insurance cover for all contract workmen under the Employees Compensation Act, 1923. At the time of the commencement of contract work, contractor shall produce copy of the Insurance Policy covering the risk of accident, etc. of the contract workers to be engaged by you in the contract work under the Employee Compensation Act 1923 without which you will not be allowed to commence the work. If during the subsistence of the contract, any additional contract worker (s) is to be engaged, you shall ensure that the name of the new contract worker (s) is also included in the Insurance Coverage under the Employees Compensation Act 1923 and only after inclusion of the name of the said contract worker(s), you will be allowed to engage him in the work. You are liable for compliance of all statutory laws and absolve the Company fully from any or all claims/ disputes/ damages, etc. You are also requested to submit proof of compliance on the above to the Company.

Contractor shall ensure that all their workmen and supervisors on site use only approved personal protective equipments (PPE's) for your safety. Safety belts with double lanyard only are to be used for work at height.

20 Safety regulations

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

20.7 "Safety belts with double lanyard only are to be used for work at height"

21 Security regulations

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

22 Accident or Injury to Workmen

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

23 Method of black listing vendors

- a. Any failure to supply/execute the contract as per order shall be considered for black listing vendors name from approved list of vendors. The black listed vendor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.
- b. Further the competent authority can blacklist the bidder, if the bidder changes terms &conditions or prices or withdraw his quotation subsequent to the date of opening.
- c. Further, the vendor shall be banned from doing any business with the company in case of:
- (a). If security considerations including question of loyalty to the state so warrant.
- (b). If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings .
- (c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 24 Basis of Evaluation: Unless provided for otherwise; bids shall be evaluated to arrive at L1(Lowest) status considering the landed cost net of GSTIN credit / loading as the case may be for placement of order among those bidders whose offers are techno-commercially acceptable to IREL (India) Limited.

25. Liquidated Damages

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

Wherever the supply / work is on turnkey or having a bearing in commissioning and performance of the system in total, LD shall be imposed on total value, in such cases.

26 Secrecy

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

27 Indemnity

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

28 Termination of Contract

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

29 Death, Bankruptcy, etc.

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

30 Force Majeure:

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

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

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

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

31 Arbitration

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

If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the

Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

32 Legal Capacity

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

33. Jurisdiction

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

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

34. Police Verification Certificate

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

35. Risk Purchase Clause

After award of the contract, if the tenderer fails to execute the contract as per tender or at any time repudiates the order, IREL (India) Limited have the right to forfeit the EMD/SD and execute the contract through other agencies at the risk and cost of the contractor. The cost differences between the alternative arrangements and total contract value will be recovered from the contractor along with other incidental charges. In case of execution of contract through alternative sources and if price is lower, no benefit on this account will be passed on to the contractor.

36. Cancellation:

IREL (India) Limited reserves the right to cancel the Purchase/wok/service/consultancy Order or any part thereof and shall be entailed 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 or creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

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

37. GENERAL INFORMATION OF PLANT SITE - MANAVALAKURICHI

Location: IREL (India) Limited
 Works Terrain: Sandy Plain Terrain

3. Climatic Conditions: The climatic conditions pertaining to the plant site are generally as indicated

below:

Maximum of mean daily temperature : 35°C
Minimum of mean daily temperature: 20°C
Relative humidity maximum : 95%
Relative humidity minimum : 90%

Maximum mean monthly wind velocity: 60 KMPH

Maximum wind velocity between 40 KMPH... / .60 KMPH

4. Susceptibility to Earthquake ZONE III

5. Railways:

The Broad gauge line of Southern Railway connecting Chennai and Cape Comorin passes at a distance of 20km from the boundary of the plant site. The major Railway stations are (i) Nagercoil at a distance of about 20 km and (ii) Eraniel at, a distance about 13 km.

6. Sea Ports:

The nearest seaport Tuticorin is approximately 160 km by road.

7. Airport:

The nearest airport is at Thiruvananthapuram at a distance of 67 km by road. From Thiruvananthapuram flights are available to all major towns of India.

8. Communications:

Postal and Telephone facilities are available at

Post : Manavalakurichi

Telephone : (04651) 237255 to 237257

Fax : 04651 - 237220

E-mail: purchase-mk@irel.co.in

Website : www.irel.co.in

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

PRE-QUALIFICATION CRITERIA

The tenderer should submit the following towards Pre-Qualification Criteria:

- 1. Experience of having successfully completed similar works during last 7 years ending 31st August 2022 and the same should be either of the following. The tenderers should produce copy of work order in support of the same with satisfactory completion certificate from concerned authority/department/organization for similar works.
 - a. Three similar works, each costing not less than Rs.4,67,600/-.

(OR)

b. Two similar works, each costing not less than Rs.5,84,500/-.

(OR)

c. One similar work, costing not less than Rs.9,35,200/-.

<u>Definition of similar works</u>: Similar works means works involving building Construction/repair Works.

2. Average annual financial turnover during the last 3 years, ending 31st March 2021, should be at least Rs.3,50,700/-. (Copies of profit & loss account and balance sheets for the last 3 years are to be submitted).

Note:

- 1. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.
- 2. Pre-qualification Criteria can be relaxed for MSEs and startup companies subject to meeting quality and technical specification. Party has to submit necessary documents for the same.
- 3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work:

Providing MCC cabin for installation of 2 Nos. of new MCC at HUP as per following specification and as per the direction of Engineer-in-charge.

- 1. Supply, providing and fixing of Aerolite/Ramco Calcium Silicate false ceiling. Material: 8mm thick integral densified micro edged light weight calcium silicate false ceiling tiles with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS: 476 (part-4), fire performance as per BS:476 (part 6 &7), humidity resistance of 100%, thermal conductivity. Frame :The frame work shall consist of G.I. 'T' Sections of 25 micron hot dipped galvanised iron section of 0.40mm thick on Silhouette profile, rotary stitched double webbed white with 6mm reveal profile (white/black) compromising of Main runners 15x 42x 3000mm length, Cross runners of 15x42x1200mm & 15x42x600mm size to form grid module of size 600x600mm. Galvanised iron perimeter wall angle of size 22x19x0.4mm of length 3000mm to be fixed on periphery wall/partition with the help of plastic rawl plugs at 450mm C/C and 40mm long dry wall SS screws. The work shall be carried out as per specifications, drawing and as per direction of Engineer-in-Charge. Fixing of Ceiling: Tiles The frame work shall be suspended from ceiling by L shape level adjuster hangers made of G.I. Of size 85x25x25x2mm having die cut slit for sliding into main T section, also having precut hole so that 6mm fully threaded GI rod length upto 1000mm goes through it and pierces into M6 dash fasteners (Galvanising of 80 gsm minimum) of 6 mm dia 50mm long, fixed to the slab and then tightened with check nuts, subsequently the bottom of 6 mm rod will be tightened with check nuts for adjusting the line & level. The tile shall be laid on 15x42mm wide T section flanges colour white having rotary stitching on all T sections i.e. the main runner, 1200mm & 600mm cross Tees with a web height of 42 mm and load carrying capacity of 7.57Kgs/m2. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and per the direction of Engineer in-charge.
- 2. Supplying, providing & fixing of UPVC Window Specification: Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Windows of casement (open)/sliding type from the profile the size of outer frame 60mm x 58mm and shutter profile are reinforcement with GI/1mm 125GSM and 100% corrosion free, the profiles are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with over all the edges of frame and shutter the shutter will be provided with Espag multi power point locks and also it operates as handle. The corners and joints should be welded and cleaned. Radiations free pin headed plain or brown colour glass 4mm thick should be provided to the shutter and it should not allow leakage of water even at most ranging storms and should have key lockable action, security protective hinges, strong locking systems and as per size for arresting noise and energy loss. The connecting mechanism between sash and outer frame that enables opening of the window. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames with necessary scaffolding arrangements, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding

etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge.

- 3. Supplying, providing & fixing of UPVC (Un-Plasticized Polyvinyl Chloride) Door: Providing and fixing casement (Open)/ sliding doors fabricated from un-plasticized polyvinyl chloride (uPVC) sections. Profiles: The profiles should be three chamber system which provides high insulation properties with outer frame 60mm x 55mm with an outer wall thickness of 2.4mm. The window unit should be designed with all corner joints mitred and fusion welded. Windows should be steel reinforced with 25 x 24 x 25mm steel reinforcement with a thickness of 1mm to have dimensional stability. The sash should be of 60 x102mm. The mullion should be of 60 x 74mm. The profiles should have co-extruded seals. Hardware: All the hardware like friction stays, handles should be screwed with self tapping screws. The handles, locks should be designed so that they cannot be released from outside. Glazing: The window system should be glazed with 5mm plain float glass / 6mm bison lam Installation: The profiles should be cut to length and welded 45 degrees. The window should be designed such that the water drainage does not pass through the reinforcement chamber. The window system should be fixed directly to the plastered brick wall using self expanding nylon plug and driving ms electroplated screws into plug with necessary scaffolding arrangements, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer incharge.
- 4. Supplying, providing and fixing of Aluminium Composite Panel (ACP) 4 sided having 50 x 25 x 1.50mm frame work vertical and horizontals out of specially designed extruded sections withstand wind pressure of 180 Kg/sq.m and fabricated fixed at all level elevation /interior/exterior wall panel and height upto 15m. The extruded section cutting and fixing required space extruded section shall be of 6063 and alloy of BSH 9 confirming T is – 63400 rate shall included to fix the main frame with necessary clamps, fasteners, bolt nuts etc. The main frame of extruded section shall be of 22843 & 22739 (H9) grade conforming to BS 4174 (or) IS 8147. Rate shall included 4mm thick ACP sheet (0.25 + 3.5 + 0.25) Alstrong (or) Jindal (or) equivalent make fixing with spacer tape and the ACP sheet bounded with special type structural sealant of dow corning 789 or equivalent in dust free conditions the gaps between ACP sheet to be filed with weather sealant and backer rod or 12mm foam sheet to ensure water and air tightness in all complete complying with standard specification with necessary scaffolding arrangements, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge.
- 5. Supplying, providing and fixing FRP chequered plate (Yellow/Green/Grey colour) of 10mm thick flooring over a steel structural surface at MCC electrical control room and fixing with suitable bolt & nuts with washer, fastener with necessary arrangements and proper levelling with neat finishing, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge..
- 6. Fitter for miscellaneous works such as dismantling of existing doors, windows, floor, side cladding, etc. as per the direction of Engineer-in-charge. (Rate excluding the cost of materials).
- 7. Labour (Mazdoor) for miscellaneous works such as dismantling of existing doors, windows, floor, side cladding, etc. as per the direction of Engineer-in-charge. (Rate excluding the cost of materials).

2) <u>Safe Operating Procedure for repair and replacement of Roof sheets & structural works.</u>

- 1. All persons before being deployed for the work shall produce a medical fitness certificate through a competent Medical Officer and height pass will be issued by the safety Dept.
- 2. All contractual persons and their authorized supervisors shall undergo Vocational training as per MVTR 1966 before commencement of work.
- 3. Safety Work Permit should be obtained from the Safety Dept. by EIC before commencement of work. The permit shall clearly specify (A) Description of work, (B) Workman deployed and supervisor or EIC, (C) Identified hazards, (D) PPEs to be used, (E) Safety provisions to mitigate the hazards and (F) Hours of work, etc.
- 4. Before commencement of work in each shift, all persons engaged for the work shall be given a safety briefing by EIC or supervisor authorized for the purpose.
- 5. Safety belt and PPE's mentioned above to be worn by the persons engaged by the contractor before commencement of the work and will be ensured by EIC or his authorized supervisor.
- 6. Authorised supervisor deployed by the contractor shall be present at site full time to ensure compliance to the rules and safety procedures by the workers from the time of mobilization for work till the time last worker leaves the workplace.
- 7. Barricading shall be done below the working area before commencing any work at height and "Work in Progress" boards shall be displayed.
- 8. Scaffolds should be used by all workmen for climbing to the roof top and shall stand on the platform for carrying out the work. Preferably H-frame scaffolding shall be used.
- 9. All scaffolds and platform will be examined and approved by EIC before commencement of the work.
- 10. Ladders will not be used as work platforms or scaffolding.
- 11. A safety net of adequate strength should be secured through scaffolding platform at place where there is a danger of fall of person/fall of objects.
- 12. Crawling board or roof ladder should be used to walk across the roof sheet at roof top.
- 13. Double life line full body safety harness having ISI mark shall be used.
- 14. Safety belt shall be suitably anchored immediately after reaching the roof top.
- 15. One of the life lines of the safety belt should be anchored to the guide rope at any point of time.
- 16. Any visible damage to the safety belt should be immediately replaced.

17. For the removal/replacement of roof sheets:

- a. Loose materials like nuts, bolts, hooks and tools shall be kept safely away from the edges of the roof. Care shall be taken to prevent fall of objects like old/new hooks, nuts and bolts.
- b. Dismantled sheets shall not be thrown down from top. The sheets shall be lowered to the ground by means of ropes of adequate strength and pulleys, and shall be stacked on ground properly before the workmen leave the site.
- c. The lifting of sheets shall be done by means of ropes and pulleys. No loose sheet shall be left on the roof top at the end of the shift.
- d. Work should not be carried out at the time of high wind, rain, lightning and bad weather.

18. For the structural work to be carried out:

PPE's to be used: Safety shoe, Safety helmet, Safety belt, Safety net, Nose mask, hand gloves, welding goggles, welding gloves, welding shields, welding aprons

- a. All welders and helpers must wear PPE's as mentioned above before commencement of the work and will be ensured by EIC or his authorized supervisor.
- b. Only authorised person shall perform the welding operations.
- c. Before starting the welding and cutting job at roof tops/work at height all safety procedures as mentioned above for working at height shall be followed.
- d. Intimation to be given to the technician/operator/area in charge of the concerned area regarding commencement of the work.
- e. Qualified electrician shall inspect the power sources for its worthiness before commencement of the work and to know how to shutdown the power in case of emergency.
- f. After verifying all energy sources welding and cutting or maintenance shall be performed.
- g. All welding equipment must be carefully inspected prior to use.
- h. All cables, electrode holders and clamps shall be inspected before starting of the work.
- i. During welding operation fire extinguisher shall be kept nearby.
- j. Welding person shall be trained in fire protection method also.
- k. The steel structures to be cut and removed from the roof top are to be tied at both ends with rope of adequate strength before cutting and to be lowered carefully.
- 1. The structural steels to be lifted are to be tied at both ends with rope of adequate strength and shall be kept on the scaffolding platform to position it at proper place and to be joined.

3. EVALUATION:

Evaluation will be done on OVERALL LOWEST VALUE (L1) basis based on the Price offered as per Price schedule.

4. SPECIFIC INSTRUCTION:

- a) Bidders before submitting their tenders, are advised to inspect and examine site, its condition, the surroundings and satisfy themselves regarding the nature of the job (i.e. work details including all the technical data), ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information with regard to risks, contingencies and other circumstances which may influence or affect their tender including security and safety regulations in vogue, at work site/sites. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claim consequent on any misunderstanding or otherwise shall be allowed.
- b) The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted and cover all his obligations under the contract apart from all matters and things necessary for the proper completion of the work. The rate quoted shall be inclusive of all the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.
- c) The quantities if any given or indicated in the tender are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done, which may vary. Wherever rates are quoted, the rate shall be firm for such variations as well.

d) The bidder shall give the details of experience and qualification of the key resource person/s who shall supervise the work. It is advised that the work is executed under supervision of a person who is qualified and experienced in similar works.

5. INSTRUCTION TO THE CONTRACTOR:

- a) Providing all necessary qualified, skilled and experienced personnel including supervisor for accomplishment of jobs within the allotted time period. Submission of list of pool of personnel who shall be deployed at site, establish their identities, competencies, licenses and obtain all security and safety clearance as required prior to their deployment. Documentary proof if any required must be submitted. Ensuring that only those personnel approved by company are engaged for the work.
- b) The contractor shall at their cost make his own arrangements for the stay of his personnel.
- c) The contractor shall arrange all safety appliances to his labourer and supervisor i.e. required PPEs like shoe, helmet, safety net/rope grab/ roof top walk ladder, safety belt, etc.
- d) Before starting the work the contractor should submit the following documents to Civil Section for his workmen & his authorized supervisor, otherwise the contractor will not allow to carry out the work.
 - i) Form A
 - ii) Medical Certificate (O-form)
 - iii) Vocational Training Certificate (VTC),
 - iv) Insurance (Workmen compensation & Medical)/ESI
- e) The contractor shall arrange all tools and tackles, consumables in order to carry the works specified in the schedule. Safe and storage of materials shall be the responsibility of the contractor.
 - It shall be the responsibility of the contractor to ensure safe and proper custody of all the items dismantled and stored at worksite, during handling and transportation. IREL (India) Limited will not be responsible for any loss or damage.
- f) The contractor shall arrange all equipments like welding machine, welding electrodes, gas accessories, drilling machine with tools, etc. for site works. He shall also arrange tools like pipe wrenches, spanners, etc. and lifting equipments like derrick chain and pulley blocks, accessories for scaffolding lifting chains, ropes, etc. required for the complete work.
- g) Any material brought inside the plant/work site shall be with due acknowledgement and documentation with IREL (India) Limited officials.
- h) All the materials under the scope of contract should be routed through our Company stores.
- i) Return of unused material supplied by the contractor, tools, etc. shall be with due authorization from Engineer-in-charge.
- j) The contractor shall use tubular steel for scaffolding for all heights more than 3 metre height as approved by the Engineer-in-charge. All scaffolding shall be securely supported or suspended and wherever necessary be properly braced to ensure stability.

6. OTHER SPECIFIC INSTRUCTION TO THE CONTRACTOR:

- a) All bolts and nuts, plain and spring washers, etc. shall be conforming to standards. Unless shown or specified otherwise, all bolts and nuts shall be hexagonal. All nuts should fit tight. All the other materials used in association with steel works shall comply with the appropriate Indian Standards.
- b) The welding and welded work shall conform to IS:816 and IS:823 unless otherwise specified. The permissible stresses for welding shall be taken as 66.23% of those specified in IS:816 where welds are not tested either by radiographic or ultrasonic method. The sequence of operation shall be so arranged to eliminate distortion and shrinkage stresses. The welding procedure shall be arranged by the contractor to suit the details of the joints.

- c) IREL (India) Limited will provide site for fabrication. However, for making "HARD STAND" required for fabrication, shall be under the scope of contractor.
- d) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage, tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.
- e) Finally clearing away of all rubbish surplus materials, plant, etc, on completion of the work and dressing and leveling off and restoring the site to a tidy condition prior to handing over the work to the Engineer-in-Charge or his authorized assistant and also its maintenance until so taken over.
- f) Any materials brought to the site of work, or any work done by the Contractor but rejected by the Engineer-in-Charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the contractors as may be ordered by the Engineer-in-charge.
- g) Upto $\pm 10\%$ variation in the execution of work contracts/purchase order of the total works contracts value for the sanctioned contract is allowed without issue of amendment/revision in the work order.
 - Beyond above variations amendment/revision with the approval of competent authority (as per delegation of powers) is necessary.
- h) No workmen below 18 years will be permitted to work. For all hazardous works experienced personnel shall only be engaged.
- i) The whole responsibility for supervision of the work and the workers employed by the contractor shall rest with the contractor. The contractor shall nominate one authorized Supervisor (site in Charge) at the work site all throughout the execution period. Such supervisor shall be authorized to act as Lead supervisor for the work and shall be authorized to act on behalf of the contractor, to accept notices under the contract and carryout the instructions of IREL (India) Limited from time to time.
- j) IREL (India) Limited may ask to change/delete the person not found suitable for the work at any point of time. For any addition and deletion of the working person, prior permission from IREL (India) Limited shall be taken.
- k) All labour and supervision thereof, all materials, equipments, tools, etc. as well as the provision of safe for the proper execution of the work in conformity with the specifications for the various items of work.
- 1) Contractor's all workmen and supervisor shall conduct himself in an orderly manner with the staff working in the Civil section. Contractor and the personnel they have engaged for the execution of the contract shall abide by all the Safety & security rules and regulations of IREL (India) Limited. Contractor shall give the list of persons who shall be deployed at site like Site in-charge, supervisors, foreman, mason, fitters, welders, workers, etc. with their address and age proof well in advance. All such persons shall be subject to security check by security officials of IREL (India) Limited. The contractor shall obtain necessary Entry passes from concerned officials of IREL (India) Limited Security Wing prior to their deployment. Contractor shall ensure that no unauthorized persons are entering the work site except authorized workmen and supervisor.
- m) Contractor shall adhere to all security procedures, checks and practices of IREL (India) Limited with regards all personnel engaged, all equipment, consumables, tools and tackles brought inside and taken out from the work site/s.
- n) The contractor and his person shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of the company [IREL (India) Limited], the contract shall be terminated.

7) WORKING HOURS: Work hours shall be between 8.00 AM to 4.00 PM on all working days excluding Sundays and holidays. The contractor shall execute the work beyond the normal working hours (i.e. 8.00 am to 4.00 pm) and also during Sunday/holidays, after obtaining permission from the Engineer-in-charge in order to complete the work strictly as per the time schedule.

8) PERIOD OF CONTRACT:

- a) The work shall be commenced within **15** (**fifteen one**) days from the date of issue of work order. Within this period (i.e. 15 days) contractor should complete all the statutory training i.e. Vocational Training (VT), etc. for their employees.
- b) The period of contract shall be 2 (two) months from the date of commencement of work.
- c) The period of maintenance (i.e. performance guarantee period) is **1 (one) year** from the date of completion of work.
- d) The company reserves the right to terminate the contract without assigning any reason by giving two weeks" notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the company or maintainable against the company.

9) PAYMENT TERMS:

- a) Part payment will be made to the Contractor based on the following conditions:
 - i) No payment will be released below Rs.1,00,000/-.
 - ii) Payment will be released on the basis of actual measurements of work done, such part payment will be limited to 95 % of the amount payable to the Contractor on certification of Engineer-in-charge. Payment will be released within 30 days of submission of the bill.
- b) The final bill, in all respect should be submitted by the contractor within 30 days from the date of completion of work.
- c) After completion of the work in all respects the contractor will submit the final bill except a sum equal to 10% (performance guarantee money) of total value of work done.
- d) Defects if any, noticed during the maintenance period (performance guarantee period) shall be rectified by the contractor to the satisfaction of IREL (India) Limited within reasonable period of its notice & intimation.
- e) If, in the opinion of IREL (India) Limited, the contractor has not responded to the maintenance demand/ defect rectification notice or fails to respond within reasonable period of the notice or unable to rectify the defect in a manner acceptable to IREL (India) Limited, the retention deposit shall stand forfeited without any notice. Further IREL (India) Limited shall be at liberty to get defects rectified through other agencies at the risk and cost of the contractor.
- f) All payment are subject to deduction of tax at source as applicable.
- g) GST Law mandates Tax Deduction at Source (TDS) vide section 51 of the CGST/SGST act 2017, section 20 of the IGST act 2017 and section 21 of the UTGST act 2017.
- h) Our GSTIN 33AAACI279951ZL and SAC code of service is to be mentioned in the bills.
- i) All the payment will be done only through e-payment. Hence, you have to provide your name, account no., name of the bank, nature of account (savings/current/CC/OD), IFSC, branch code and cancelled check along with invoice.

10) PERFORMANCE GUARANTEE:

The contractor shall guarantee for quality of the material and workmanship for a period of one year from the date of completion of the work.

The Performance Guarantee money will be released to the contractor within four weeks at the expiry of the maintenance period (i.e. 1 year) on issue of No Objection Certificate by EIC, IREL (India) Limited, Manavalakurichi.

HAZARD IDENTIFICATION, RISK ASSESSMENT AND CONTROL

Sl No.	Work / Activity	Controls in place	Hazard	Control
1	Working at height	Work site	Working at platform/ scaffolding: electrical over head line; temporary ladder; slopped roof; falling of loose material from height.	 Use of PPE's i.e. Shoe, helmet, safety belt, safety net, etc. Ensuring use PPEs. Ensuring anchoring of ladder. Ensure the strength of platform / scaffolding before working and joints of lifting tackles. Materials should be handled carefully. Medically fit persons should be allowed.
2	Dismantling of	Work	Working at building:	Ensuring use PPEs.
	building/	site.	fall of loose materials	
	structures.		from height.	

Techno- Commercial Terms for Tenderer's Response

SI No	Techno - Commercial Terms	Response
1	Tenderer must carefully study the technical specifications and general terms and conditions before participation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2	Bidder agrees to submit Pre-Qualification Criteria	AGREE
3	Bidder agrees to provide validity of offer upto 120 days from date of opening of Techno-Commercial Bid.	AGREE with Remarks
4	Earnest Money Deposit(EMD) Note: PSU, State Govt Undertakings are exempted from payment of EMD. MSME/SSI units are exempted from payment of EMD provided they submit valid MSME/ NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated.	Upload with remarks
5	Tender Document Charges(TDC) Note: Company/Unit registered with MSME/NSIC are exempted from payment of TDC provided they submit valid MSME/NSIC certificate along with techno-commercial bid and to ensure that certificate pertains to the class of item/works for which tender is floated. Govt Undertaking/PSUs are exempted from payment of TDC.	Upload with remarks
6	Bidder agrees to carry out the work as per the Special conditions of contract mentioned in Annexure IV	AGREE
7	Bidder agrees to upload GSTIN Details (Mention Exempt if you are a Non GSTIN Entity and provide Proof of the same)	AGREE
8	Undertaking : Signed Scanned copy of Undertaking should be uploaded	UPLOAD
9	Upload complete Postal address of the Bidder, Telephone/ Mobile/ Fax No. of Vendor & E-mail id	UPLOAD
10	Declaration of UAM number by MSE bidders is mandatory, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSE's order 2012	UPLOAD
11	MSME bidder agrees to register in TReDS	AGREE
12	All the charges must be in the price bid / schedule only. The charges mentioned other than in the price bid, anywhere else can not be considered.	AGREE
13.	Bidders agrees to register in GeM	AGREE
14.	Bidder should upload scanned copy of MSTC transaction fee receipt and bank details with cancelled check to get refund of the transaction fee excluding GST.	UPLOAD

ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir.

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

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

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

Chairman & MD

IREL (India) Limited Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

Ph. 022-24225778

Email: cmd@irel.co.in;

Chief Vigilance officer

IREL (India) Limited, 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi Mumbai – 400 028

Ph. +91 22 2422 0613, +91 22 24221068

Email: cvo@irel.co.in

Or

General Manager & Head, MK IREL (India) Limited, Manavalakurichi

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

Thanking you,

For IREL (India) Limited.,

sd/-General Manager & Head, MK

UNDERTAKING

Date:	
To,	
	L (India) Limited, ALAKURICHI
I/We agre	ee and undertake:
(i)	Not to provide any gift and/or inducement to any employee of the Company in connection with securing/being granted favour (s) in my/our dealings with the Company and its field Unit namely MK unit at Tamil Nadu.
(ii)	To immediately report any gift and/or inducement sought by any employee of the company in exchange of the Company and/or its field Units granting favour (s) to me/us in my/our dealings with the Company and/or its field Units.
Signature	±
Name:	
Title:	
Name of	the Company & Address (with Seal):

PRICE SCHEDULE

Sl. No.	Description	Qty	UoM	Rate per unit in ₹ a	GST in %	Value in ₹ (a+(a*b/100))
1	Supply, providing and fixing of Aerolite/Ramco Calcium Silicate false ceiling. Material: 8mm thick integral densified micro edged light weight calcium silicate false ceiling tiles with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS: 476 (part-4), fire performance as per BS:476 (part 6 &7), humidity resistance of 100%, thermal conductivity. Frame: The frame work shall consist of G.I. ' T' Sections of 25 micron hot dipped galvanised iron section of 0.40mm thick on Silhouette profile, rotary stitched double webbed white with 6mm reveal profile (white/black) compromising of Main runners 15x 42x 3000mm length, Cross runners of 15x42x1200mm & 15x42x600mm size to form grid module of size 600x600mm. Galvanised iron perimeter wall angle of size 22x19x0.4mm of length 3000mm to be fixed on periphery wall/partition with the help of plastic rawl plugs at 450mm C/C and 40mm long dry wall SS screws. The work shall be carried out as per specifications, drawing and as per direction of Engineer-in-Charge. Fixing of Ceiling: Tiles The frame work shall be suspended from ceiling by L shape level adjuster hangers made of G.I. Of size 85x25x25x25mm having die cut slit for sliding into main T section, also having precut hole so that 6mm fully threaded GI rod length upto 1000mm goes through it and pierces into M6 dash fasteners (Galvanising of 80 gsm minimum) of 6 mm dia 50mm long, fixed to the slab and then tightened with check nuts, subsequently the bottom of 6 mm rod will be tightened with check nuts for adjusting the line & level. The tile shall be	40	SQM			

	laid on 15x42mm wide T section flanges colour white having rotary stitching on all T sections i.e. the main runner, 1200mm & 600mm cross Tees with a web height of 42 mm and load carrying capacity of 7.57Kgs/m2. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and per the direction of Engineer in-charge.				
2	Supplying, providing & fixing of UPVC Window Specification: Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Windows of casement (open)/sliding type from the profile the size of outer frame 60mm x 58mm and shutter profile are reinforcement with Gl/1mm 125GSM and 100% corrosion free, the profiles are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with over all the edges of frame and shutter the shutter will be provided with Espag multi power point locks and also it operates as handle. The corners and joints should be welded and cleaned. Radiations free pin headed plain or brown colour glass 4mm thick should be provided to the shutter and it should not allow leakage of water even at most ranging storms and should have key lockable action, security protective hinges, strong locking systems and as per size for arresting noise and energy loss. The connecting mechanism between sash and outer frame that enables opening of the window. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames with necessary scaffolding arrangements, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge.	3.50	SQM		
3	Supplying, providing & fixing of UPVC (Un-	8.50	SQM		
	Plasticized Polyvinyl Chloride) Door: Providing and fixing casement (Open)/ sliding doors fabricated from un-plasticized polyvinyl chloride (uPVC) sections. Profiles: The profiles should be three chamber system which provides high insulation				

	properties with outer frame 60mm x 55mm with an outer wall thickness of 2.4mm. The window unit should be designed with all corner joints mitred and fusion welded. Windows should be steel reinforced with 25 x 24 x 25mm steel reinforcement with a thickness of 1mm to have dimensional stability. The sash should be of 60 x 102mm. The mullion should be of 60 x 74mm. The profiles should have co-extruded seals. Hardware: All the hardware like friction stays, handles should be screwed with self tapping screws. The handles, locks should be designed so that they cannot be released from outside. Glazing: The window system should be glazed with 5mm plain float glass / 6mm bison lam Installation: The profiles should be cut to length and welded 45 degrees. The window should be designed such that the water drainage does not pass through the reinforcement chamber. The window system should be fixed directly to the plastered brick wall using self expanding nylon plug and driving ms electroplated screws into plug with necessary scaffolding arrangements; etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge.				
4	Supplying, providing and fixing of Aluminium Composite Panel (ACP) 4 sided having 50 x 25 x 1.50mm frame work vertical and horizontals out of specially designed extruded sections withstand wind pressure of 180 Kg/sq.m and fabricated fixed at all level elevation /interior/exterior wall panel and height upto 15m. The extruded section cutting and fixing required space extruded section shall be of 6063 and alloy of BSH 9 confirming T is – 63400 rate shall included to fix the main frame with necessary clamps, fasteners, bolt nuts etc. The main frame of extruded section shall be of 22843 & 22739 (H9) grade conforming to BS 4174 (or) IS 8147. Rate shall included 4mm thick ACP sheet (0.25 + 3.5 + 0.25) Alstrong (or) Jindal (or) equivalent make fixing with spacer tape and the ACP sheet bounded with special type structural sealant of dow corning 789 or equivalent in dust free conditions the gaps	125.00	SQM		

5	between ACP sheet to be filed with weather sealant and backer rod or 12mm foam sheet to ensure water and air tightness in all complete complying with standard specification with necessary scaffolding arrangements, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge. Supplying, providing and fixing FRP chequered plate (Yellow/Green/Grey colour) of 10mm thick flooring over a steel structural surface at MCC electrical control room and fixing with suitable bolt & nuts with washer, fastener with necessary arrangements and proper levelling with neat finishing, etc. Rates: The rate shall include the cost of all the materials and labor involved in all the operation described above including scaffolding etc, if any required etc. complete as per standard specification and as per the direction of Engineer in-charge.	34.00	SQM		
6	Fitter for miscellaneous works such as dismantling of existing doors, windows, floor, side cladding, etc. as per the direction of Engineer-in-charge. (Rate excluding the cost of materials).	6.00	NOS		
7	Labour (Mazdoor) for miscellaneous works such as dismantling of existing doors, windows, floor, side cladding, etc. as per the direction of Engineer-in-charge. (Rate excluding the cost of materials).	6.00	NOS.		

Note: a) Basic Rate per unit

b) GST in %

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

Special Note: Wherever % is mentioned value to be entered in % Only

IREL (India) Limited Bank Details

Name of Bank	State Bank of India, Manavalakurichi
Account Type	Current Account
Account Number	57052533526
IFSC Code	SBIN0070333
MICR Code	629009009

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

Email should contain the following details

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

CONTRACTOR ENROLMENT/ REGISTRATION FORM

2. A	ADDRESS	:							
3. E	B. E-MAIL/ MOBILE :								
4. V	Vork order det	AILS:							
SI.		Work Ord	ler Validity	Nature of Wor	k	Dept.	EIC/ OIC		
No	No. & Date	From	То				Name		
	5. P.F. CODE NO : 6. INSURANCE DETAILS :								
=07									

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

7. LABOUR LICENSE DETAILS:

1. NAME

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

SIGNATURE OF CONTRACTOR

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

referred to as "the said Works") for Rs (R IREL (India) Ltd., a company incorporated under Indian Combuilding, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, as IREL), M/s Address	Dated for the work of (herein after Rupees only), under Manavalakurichi Unit of M/s panies Act, having its registered office at Plot No.1207, ECIL Prabhadevi, Mumbai – 400028, India (herein after referred to [Herein after referred to as Contractor (s)] wish tee for the sum of Rs (in words) valid for a ed by the Bidder towards the Bid Security.
agreement of contract on intimation of acceptance of his ten deposit the security deposit within the stipulated period as p contract and/or specified in the Notice Inviting Tender (NIT). W conclusive as regards the amount due and payable by the Baany dispute or difference or any litigation in respect of or arisin the tenderer afore stated by IREL including the question as to	r called the said Bank) do hereby undertake to pay to IREL, the aly) by reason of the said tenderer's failure to enter into an order and/or to commence the contract works and/or failure to per the terms and conditions relating to and/or governing the dealso agree that any such demand made on the Bank shall be ank under this Guarantee. We also agree that notwithstanding g from the said contract and/or the acceptance of the tender of the tenability of the claim of the IREL for forfeiting the Earnest in pay the said amount to IREL on demand being made as
period that would be taken for entering into an Agreement of dues of the IREL under the terms and conditions of the NIT	herein contained shall remain in full force and effect during the contract and that it shall continue to be enforceable till all the for the work have been fully paid and its claims satisfied or of the NIT have been fully and properly carried out by the said
consent and without affecting in any manner our obligations land/or terms and conditions governing the contract or to extetime to time or to postpone for any time or from time to time tenderer and to forbear or enforce any of the terms and cond hereunder by reason of any such variation, or extension beir	IREL that the IREL shall have the fullest liberty without our hereunder to vary any of the terms and conditions of the NIT and the time of validity of the offer from the said tenderer from any of the powers exercisable by the IREL against the said itions of the NIT and we shall not be relieved from our liability and granted to the said tenderer or for any forbearance, act or a IREL to the said tenderer or by any such matter or thing ould but for this provision have effect of so relieving us.
WeBank do hereby further agree Bank will not affect the validity of this guarantee.	that any change in the Constitution of the said tenderer or the
We Bank lastly undertake not to previous consent of the IREL in writing.	o revoke this guarantee during its currency except with the Dated the day of 20
	(Signature with name in Block letters with designation, Attorney as per power of Attorney Nodt)
	Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the day ofM/s (Tenderer's name & address), having its registered office situated at(Postal address) (herein after referred to as 'The
Tenderer') entered into a contract bearing reference no dtd with (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Ltd., a company incorporated
under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as Company), for (details of order) (herein after referred to as 'The Contract').
AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with Company a security deposit of Rs (Rupees only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.
We Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by Company by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.
We undertake to pay to Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.
We Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.
We Bank, further agree that Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by Company against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of Company or any indulgence by Company to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.
We Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limited in writing.
Dated the day of 20
Bank (Signature with name in Block letters with designation,
Attorney as per power of Attorney Nodt)
Bank's Common seal