



आईआरईएल (इंडिया) लिमिटेड
IREL (India) Limited
(पूर्व में इंडियन रेअर अर्थ्स लिमिटेड)

(Formerly Indian Rare Earths Limited)
(भारत सरकार का उपक्रम / A Govt. of India Undertaking)
मणवालकुरिच्चि/ कन्याकुमारी जिला तमिलनाडु – 629 252
Manavalakurichi, Kanyakumari District, Tamil Nadu - 629 252
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CIN : U15100MH1950GOI008187

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An ISO 9001:2015, ISO 14001:2015, OHSAS 18001 – 2007 Company

SCHEDULE OF TENDER (SOT)

a	NIT NO & Date	MK/P 30-58 /ET 96/2021 dt.14.12.2020	
b	Name of Supply	Fabrication and supply of MSRL Slurry bin	
c	MODE OF TENDER	Public Tender E-Procurement System. www.mstcecommerce.com/eprochome/irel	
d	E-Tender NO	Irel/Kanyakumari/20-21/ET 96	
e	Date of NIT(available to parties for download)	14.12.2020	
f	Date of Starting of online Pre-bid meeting	NA	
g	Date of Closing of online Pre-bid meeting	NA	
h	Estimated Contract Value	₹11,24,000/-	
i	i) Tender Document Charges(TDC)	₹590/- (Rupees five hundred and ninety only) Payment of TDC by RTGS/ NEFT in favour of M/s IREL. RTGS DETAILS – AS PER ANNEXURE - IX	
	ii) Earnest Money Deposit(EMD)	Nil Bid Security Declaration is to be signed and submitted along with the technical bid	
	iii) Transaction Fee Note: Vendors registered with IREL for the subject item can get the access to online e-tender only after remitting Transaction fee by NEFT in favour of MSTC Limited, Kolkata.	₹1180/- (Rupees One thousand one hundred and eighty only) which is inclusive of GST Note: 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. 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. However, for participation in tender the transaction fee is to be borne by the bidder.	
j	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/irel	14.12.2020 at 10:00 Hrs	
k	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	30.12.2020 at 14:00 Hrs	
l	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	30.12.2020 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.	
o	Delivery/ Completion Period	Within 6/8 weeks from date of receipt of Order	
p	List of Annexure Annexure I Annexure II Annexure III Annexure IV Annexure V Annexure VI Annexure VII Annexure VIII Annexure IX Annexure X Annexure XI	Title Important Instructions Pre-Qualification Criteria General Terms and Conditions General Conditions of Contract Technical Specification Drawing Tenderer's Response Ethics Undertaking Bid Security Declaration Price schedule IREL Bank details Proforma for BG for EMD Proforma for BG for SD	Page no 2-4 5 6 7-10 11 12 13 14 15 16 17 18 19 20

Important instructions for E-procurement

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

1	<p><u>Process of E-tender :</u></p> <p><u>A. Registration:</u> 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. <i>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).</i></p> <p><u>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/irel</u></p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select IREL Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p><i>In case of any clarification, please contact IREL / MSTC, (before the scheduled time of the e-tender).</i></p> <p>Contact person of Tendering Authority:</p> <ol style="list-style-type: none"> 1. Mr Ramakanta Dash HOD (Purchase) Mobile No: +91 9438338213 Land phone: 04651-200402 Email: purchase-mk@irel.co.in 2. Mrs T. Pushpa Rathi DO (Purchase) Mobile No: +91 7598375285 Email: pushparathi@irel.co.in <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none"> 1. Mr. N. Shanmugam Asst Manager Mobile No: +91 9176397264 Email : nshanmugam@mstcindia.co.in 2. Mr. V.G. Moorthy Manager Mobile No : +91 9176616410 Email : vgmoorthy@mstcindia.co.in 3. Mr. Remil Rashid Dy. Manager Mobile No : +91 9946473645 Email : rrashid@mstcindia.co.in <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p>
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	<p>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.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> • 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". <p>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.msicecommerce.com once)</p>
2	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.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making 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.</p> <p>NOTE:</p> <ol style="list-style-type: none"> 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.
5	Information about tenders /corrigendum uploaded during the process till finalization of tender by MSTC. 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	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> 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 fee is non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting

	<p>authority after finalization of the order.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under IREL → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>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.</p> <p>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 be 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</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>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.</p>
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 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.

Pre-Qualification Criteria

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

1. Suppliers having experience in the field of fabrication and supply of Rubber Lining items need only submit their offer.
2. The supplier shall be the original manufacturer. Manufacturer shall submit evidence for carrying out Rubber Lining.
3. The supplier shall submit copies of similar orders executed by them during the last 3 years.
4. Financial soundness through latest balance sheet and profit & loss account for the financial year ending 31st March 2019.

(Similar order means, fabrication and supply of rubber lining items as per customer's drawing)

Documents in support of PQ Criteria should be uploaded in E-Tender.

All the documentary proofs uploaded towards Pre – qualification criteria are to be attested by Notary Public. Copies not attested by Notary Public will not be considered.

Pre-Qualification Criteria can be relaxed for MSEs and Start up companies subject to meeting quality and technical specification.

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/Officer 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.

General Conditions of Contract

1. The prices should be quoted on **FOR IREL - Manavalakurichi stores basis only**. All Taxes should be indicated in specific terms as per the Price schedule.
2. **Offer Validity:** Price quoted should be net and unless otherwise specified should remain valid for a minimum period of **120 days** from the date of opening of bids.
3. **Price:** Unless otherwise agreed to specifically in order, the price payable by IREL to the supplier under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The price quoted shall be item wise only in accordance with the Price Schedule attached. Submission of price bid other than the Price bid format shall not be considered
4. **Guarantee/Warrantee:** The tenderer has to clearly indicate the **guarantee/warrantee provisions** in their offer. Our standard guarantee/warrantee terms are 18 months from the date of supply or 12 months from the date of use, whichever is earlier.
5. **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 installation 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.
6. **Correspondence** All correspondence shall be in English and addressed to IREL drawn to the attention of the officer issuing the tender / order, unless otherwise specifically authorized. Correspondence towards this tender shall be E-mailed to purchase-mk@irel.co.in and all supply advance intimations, original bills/invoices, supply status and all documents related to order shall be send addressing to DGM(Stores) and shall be communicated at stores-mk@irel.co.in
7. ~~**Earnest Money Deposit (EMD) if applicable. Refer Schedule of tender for applicable EMD**~~
 - 7.1 ~~Tenderers shall remit EMD through RTGS/ NEFT in favour of M/s Indian Rare Earths Ltd, Manavalakurichi.~~
 - 7.2 ~~Tenderer shall inform details of remittance of EMD & TDC through E Mail/ FAX . The E mail should contain 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. IREL's Email is purchase-mk@irel.co.in~~
 - 7.3 ~~Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the format given in Annexure VII only. The Original BG shall reach this office at least 3 days in advance from the date of opening of Techno-Commercial Bid.~~
 - 7.4 ~~Offers without EMD or valid EMD exemption certificate shall not be considered.~~
 - 7.5 ~~The EMD is liable to be forfeited if:~~
 - i. ~~The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.~~
 - ii. ~~The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.~~
 - iii. ~~In case bidder submits false/fabricated documents.~~
 - iv. ~~In case bidder fails to submit SD within 30 days of receipt of work/supply order.~~

Bid Security Declaration is to be submitted along with the Technical Bid.

8. **Security Deposit (SD) (For supply orders above ₹ 5 Lakhs)**

The successful tenderer has to submit Security Deposit **@3% of the contract value** in the form of RTGS/NEFT/ BG within 30 days of receipt of our PO as security for satisfactory completion of the order.

The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply order. The EMD can be adjusted towards Security Deposit. However, if EMD is submitted in the form of BG, fresh BG is to be submitted towards SD in the prescribed format as per Annexure-IX. If the Supplier fails to provide the security deposit within the period specified, such failure shall constitute a breach of the Contract and IREL shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the supplier and/or to recover from the supplier the damages arising from such cancellation.

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. The offers submitted by the dealers must accompany valid dealership certificate or authorization certificate from the principal for supply of the respective brand item. Authorization certificate must be in original in company's original letter head duly signed by authorized personnel with stamp and date.
10. Thickness of the packing material, if polythene, should be more than 20 microns.
11. MSDS (Material Safety Data Sheet) should be made available, wherever required, along with transport of materials, if hazardous.
12. Valid PUC (Pollution Under Check) certificate as per Motor Vehicle Act should be available in all vehicles entering our premises.
13. **Taxes**
 - 13.1 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 to avail tax benefits, the contractor shall ensure submission of GSTIN Tax invoice as per the prescribed formats by the statutory authorities.
 - 13.2 You shall remit the tax collected within the stipulated period to the government and file the return.
 - 13.3 Your GST Compliance rating will also be considered as one of the parameter during vendor evaluation
 - 13.4 Income Tax and other Taxes will be deducted at source, if applicable as per rule.
 - 13.5 Any Change in taxation during the tenure of contract, will be as per applicable statute..
14. IREL reserves the right to reject any or all tenders without assigning any reason thereof and does not bind itself to accept the lowest rate. No compensation whatsoever shall be paid for submission of offer against the tender irrespective of whether the tender is accepted or rejected. No claim whatsoever shall be admissible in this context.
- ~~15. **Communication of Non-participation & No response:** In case registered vendors choose not to participate in the tender, a **Regret letter** by way of FAX/ letter/ E-mail is to be submitted well before the due date duly super scribing "**Regret**" and tender ref no., with date & due date on the envelope. **Non submission of Regret letter shall be liable to cancellation of vendor registration as per IREL standard procedure.**~~
16. For meeting the increased requirements which were not foreseen at the time of placement of orders, IREL reserves the right to place repeat purchase orders on the same party for the same item under the same terms and conditions within a period of 12 months of the original order.
17. **Method of black listing vendors:** Being responsible for three times failure to supply/execute the contract as per order in three years duration shall be considered for black listing vendors name from the approved list of vendors while periodical review/updating of vendor list. Further, competent authority can blacklist the bidder if the bidder changes terms and conditions or price or withdraw his quotation subsequent to the date of opening. Besides, vendor shall be banned from doing any business with the company in case of-
 - a) If security considerations including question of loyalty to 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.

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.

- 18. Time of Completion:** The time stipulated for dispatch, delivery, or completion as the case may be, starts from the day the Supplier receives the IREL's Purchase Order or from any other date specifically stipulated in the order.

19. 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 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 may at its option terminate the contract without any financial repercussion on either side.

- 20. Counter terms and conditions of tenderer:** Where counter terms and conditions have been offered by the tenderer, the same shall not be deemed to have been accepted by IREL unless specific written acceptance thereof is given by IREL

- 21. 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 for placement of order among those bidders whose offers are techno-commercially acceptable to IREL.

- i) IREL reserves the right to place order on overall lowest basis/ item wise lowest basis to its advantage.
- ii) Loading of 12% per annum will be considered for evaluation if payment terms differ from our standard payment terms.
- iii) Suitable Loading towards transportation will be done if offer is given other than FOR Nagercoil/ IREL Stores.
- iv) If supplier is a Non – GSTIN Entity and has not mentioned any Tax, applicable GST will be loaded as Reverse Charge.
- v) IREL reserves the right to reject any or all tenders wholly or in part without assigning any reasons thereof and no tenderer shall have any claim over such action.

- 22. Payment terms:** 90% payment shall be made within 30 days of receipt and acceptance. Balance 10% shall be made after completion of Performance Guarantee for a period of one year from the date of supply or against submission of Performance Bank Guarantee of equivalent value valid for the above period.**NO advance payment shall be made under any circumstances.** Interest @ 12% shall be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms.

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.

Please mention IREL GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

- 23. Rejection of offers:** Tenders shall be liable for rejection in case the offers deviate from our tender conditions as specified above.
- 24. Liquidated Damages**
For delays attributable to the Supplier liquidated damages shall be levied at the rate of 0.5% per week or part thereof on the value of unfinished supply 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.
- 25. 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
- 26. 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 and the Authorized 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 statutory modifications or re-enactment 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.
- 27. 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.
- 28.** Our GSTIN Registration No. **33AAACI 2799F1ZL**.
- 29. 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 MANAVALAKURICHI and all cases of action in relation to the contract will thereof be deemed to have arisen within the jurisdiction of Civil Court of NAGERCOIL / THUCKALAY
- 30. 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 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.

Annexure IV

TECHNICAL SPECIFICATION FOR FABRICATION OF SLURRY BIN

1. Slurry bin shall be fabricated strictly as per drawing no. PD-632/97.
2. All steel structural materials should conform to IS 2062: 2011 grade E 250 B. Pipes shall conform to IS 1239: 2004. All bolts and nuts shall be of Galvanized iron.
3. Welding work shall conform to IS 816 and IS 823.
4. Rubber lining shall conform to IS 4682 part I/ BS 6374 part V.
5. The entire bin shall be sand blasted to SA 2 ½ finish and then lined with Natural Rubber (rubber hardness: 50 ± 5 ° shore 'A') of 5mm thick.
6. After Rubber lining, Vulcanizing shall be carried out by Hot Bonding method using Autoclave. Autoclave curing should be carried out.
7. Spark test shall be conducted before curing and after curing on the rubber lined area.
8. The supplier should furnish guarantee for 12 months from the date of installation/commissioning or 18 months from the date of supply whichever is earlier.
9. Material test Certificate, Certificate for Spark test shall be submitted along with supply of the bin from Govt. approved laboratories.

Duty Condition:

The Bin will be used for handling sand slurry for processing. The sand slurry consists of abrasive minerals (viz. Zircon, Sillimanite, Quartz, etc.) with water of pH 8 to 9.

Specific gravity of solids : 4.00
Specific gravity of Slurry : 3.5
Average particle size : 212 microns

Inspection Clause:

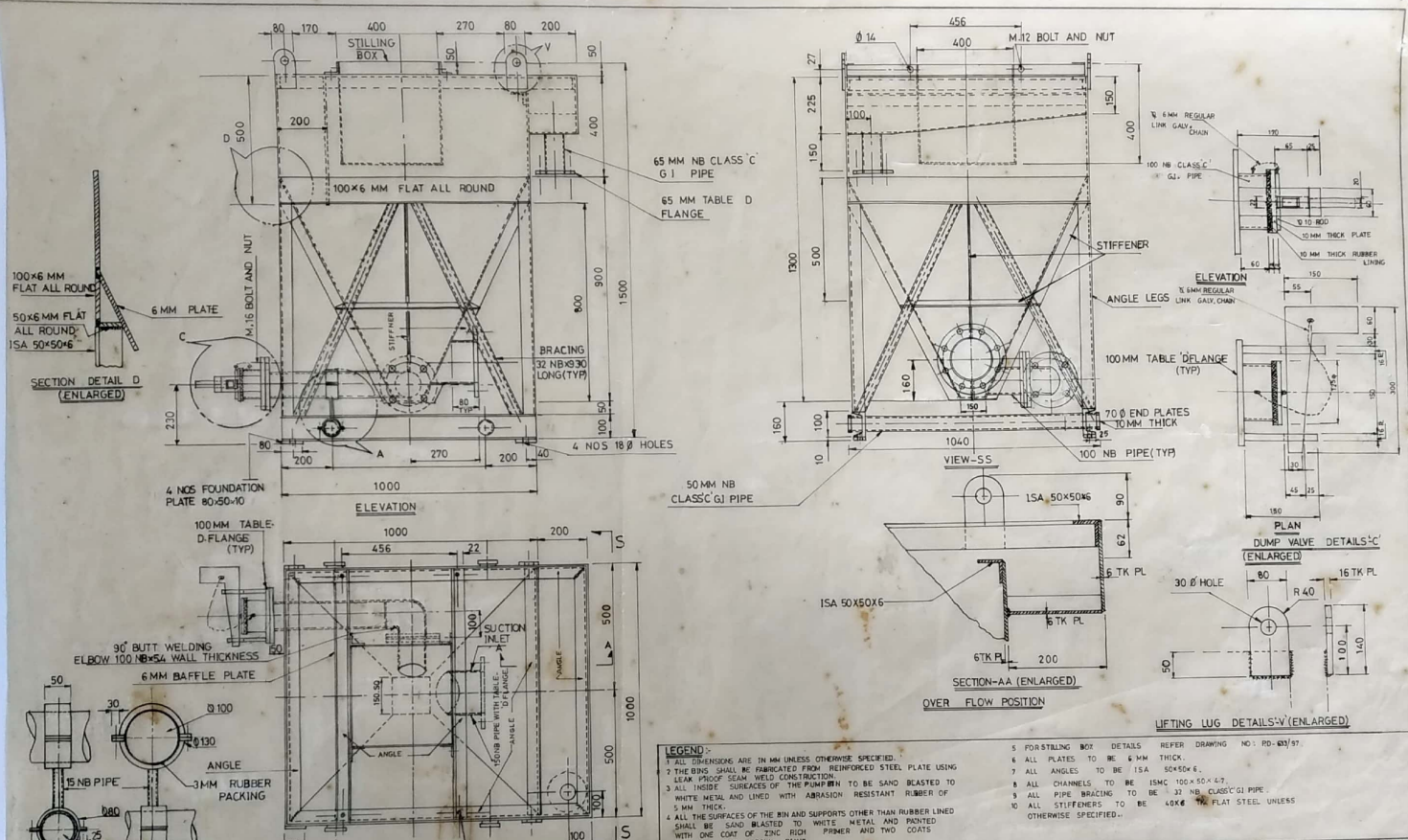
Inspection will be carried out at your premises during sand blasting. Inspection will be done for dimensional checking and materials as per technical specification.

Delivery Period:

Within 6 to 8 weeks from the date of receipt of purchase order.

Test and Guarantee Certificate shall be submitted.

Drawing



INDIAN RARE EARTHS LIMITED. MANAVALKURICHI PLANT MANAVALKURICHI		NAME	DATE
DETAILS OF PUMP BIN		APPROVED	09/09/97
SCALE NTS		CHECKED	09-01-97
PROJECT - IMPROVEMENT OF ZIRCON RUTILE RECOVERY		DRAWN	17-02-97
DATE BY		DRAWING NUMBER	PD-632/97
PARTICULARS		REV.	DATE

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 Pre-Qualification Criteria and to upload relevant Documents as per annexure II	AGREE
3	Earnest Money Deposit (EMD) – Nil Bidders agrees to submit Bid Security Declaration.	Upload with remarks
4	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.	AGREE/Upload with remarks
5	Bidder agrees to quote FOR Destination Price	AGREE
6	Bidder agrees to provide validity of offer upto 120 days from opening of tender.	AGREE with remarks
7	Bidder agrees to upload GSTIN Details (Mention Exempt if you are a Non GSTIN Entity and provide Proof of the same)	Agree with remarks
8	Bidder agrees to supply the items as per the Technical Specifications mentioned in Annexure IV	AGREE
9	Bidder agrees to our terms of payment and delivery period within 6/ 8 weeks from the date of receipt of PO.	AGREE
10	Bidder agrees to submit Test & Guarantee certificate along with supply	AGREE
11	Undertaking : Signed Scanned copy of Undertaking (as per annexure VII) should be uploaded	UPLOAD
12	Upload complete Postal address, Telephone/Mobile/Fax No and Email ID of the Bidder	UPLOAD
13	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
14	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
15	All MSME bidders agree to register in TReDS	AGREE

ANNEXURE VI

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:

<p>Chairman & MD IREL (India) Limited Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.</p> <p>Ph. 022-24225778 Email: cmd@irel.co.in;</p>	<p>Chief Vigilance officer IREL (India) Limited Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.</p> <p>Ph. +91 22 2422 0613, +91 22 24221068 Email: cvo@irel.co.in</p>
<p>Or General Manager & Head, MK IREL (India) Limited, Manavalakurichi</p>	

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

ANNEXURE VII

UNDERTAKING

Date:

To,

M/s. IREL (India) Limited,
MANAVALAKURICHI

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

I/We agree 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):.....

Annexure VIII

BID SECURITY DECLARATION

I/We hereby agree that if I/We withdraw or modify my/ our bid during the period of validity etc, I/ we will be suspended for participating in any of the tender for a period of one year.

Signature of the tenderer with seal

PRICE SCHEDULE

Sl. No.	Item Code	Item Description	Qty.	Unit	Rate in ₹ per unit
1	4704002	FABRICATION AND SUPPLY OF MSRL SLURRY BIN AS PER DRAWING NO.PD-632/97 AND AS PER TECHNICAL SPECIFICATION.	5	Nos	

- I. a) Basic price per unit FOR Destination basis,
b) GST in %
Formula: $(a+(a*b/100))$

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

IREL Bank Details

Name of Bank	State Bank of India, Manavalakurichi
Account Type	Current Account
Account Number	57052533526
IFS 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.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Dated the _____ day of _____ 2017

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

We _____ Bank, further agree that IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL (India) Limited or any indulgence by IREL 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 in writing.

Dated the _____ day of _____ 201

_____ Bank

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

Bank's Common seal