



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्व में इंडियन रेअर अर्थ्स लिमिटेड Formerly Indian Rare Earths Ltd.)

रेअर अर्थ्स प्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN:U15100MH1950GOI1008187

(ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified Company)

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इरेआIRE/रेअप्रRED/क्रP/Co/11/12/20/

July 18, 2020

TENDER DOCUMENT FOR SERVICES RELATED TO RECERTIFICATION OF IMS (ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018) AT IREL, UDYOGAMANDAL, ERNAKULAM DISTRICT, KERALA

SCHEDULE OF TENDER (SOT)

निविदा नं. Tender No./तारीख Date	इरेआIRE/रेअप्रRED/क्रP/Co/11/12/20 dt. 18.07.2020
मोहबंद निविदा की प्राप्ति की अंतिम समय एवं तारीख Last time & date of receipt of sealed tender	10.30 hrs on 06.08.2020
निविदा खोलने की समय एवं तारीख Time & date of opening of Techno Commercial Bid	11.00 hrs on 06.08.2020
निविदा खुलने की जगह Place of opening of tender	Purchase Dept., IREL, Udyogamandal
निविदा प्राप्त करनेवाले अधिकारी (कूरियर) Tender Receiving Official (Courier)	P.S. to Head, RED, IREL, Udyogamandal
निविदा खोलनेवाले अधिकारी Tender Opening Officials	Asst. Manager (Purchase) & Finance
निविदा पेटी का स्थान Location of Tender Box	Main Gate, IREL, Udyogamandal

For Technical Clarifications	Shri. C.B. Singh DM (Inst.)	0484-2545062-65	Extn: 261
For Commercial Clarifications	Shri. C.R. Mohanty (Purchase)	0484-2545199	

प्रिय महोदय Dear Sir,

विषय Sub: Tender for "Recertification of IMS (ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018"
– 2 COVER SYSTEM

ऊपर उल्लिखित निविदा की ओर हम आपका ध्यान आमंत्रित करते हैं | इस काम से जुड़े निम्नलिखित दस्तावेज़ संलग्न हैं We invite your attention to the above tender. We enclose the following documents connected with the work.

1. काम की गुंजाइश Invitation to Tender नियम एवं शर्तें, Terms & Conditions,
2. निविदा आमंत्रण, Scope of work, वाणिज्यिक नियम एवं शर्तें और निविदाकार द्वारा दायित्व Commercial Terms & Conditions and Undertaking by Tenderer
3. मूल्य अनुसूची Price schedule

This is a 2 Cover System Tender (One cover for Technical Bid & other for Price Bid)

1. **Envelope – I (Technical Bid):** Along with Technical Bid the following documents shall be attached in a separate cover:
 - a. Copy of Signed and seal affixed IREL Tender Documents; as a token of acceptance of IREL terms & conditions.
Technical Bids without copy of Signed and seal affixed IREL Tender Documents will not be qualified / considered for further evaluation.
2. Please do not write price of items anywhere in technical bid. Such bids with price of items written anywhere in technical bid also will not be qualified / considered for further evaluation.
3. **Envelope - II (Price Bid):** Price bid as per IREL Format shall be enclosed exclusively in another cover; otherwise your bid will be rejected without further notice.
4. Both covers (Technical & Price Bids) shall be put in a 3rd cover superscribed with the Tender No. and due date addressed to the GM&HEAD, IREL(India) Limited, RED, Udyogamandal – 683 501 Kerala. Sealed tenders can also be deposited in the box kept at our Main Gate. Offers received after the due date and time will not be considered for evaluation. Offers through FAX/Email will not be considered. Tenders with Price bid and Technical bid submitted in single cover having rate / price of the item(s) in open condition will not be qualified / considered for further evaluation.

You are requested to read the terms & conditions of this tender before submitting your offer. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid. If any clarifications are required, please contact IREL officials before quoting. No clarifications shall be obtained / entertained from bidders after opening Technical bids.

Only Technical bids will be opened on the due date. Price bids of technically acceptable tenders will be opened at a later date. Parties interested to be present at the time of opening of price bids may contact IREL(India) Limited within 3 days of opening of Technical bid.

भवदीय Yours truly,

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

INSTRUCTIONS TO TENDERERS.

1 VALIDITY OF BID:

Bid shall be valid for a period of 90 days from the date of opening of Technical Bid.

2. ACCEPTANCE OF TENDER:

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

3. AMENDMENTS

- i. At any time, prior to the last date for submission of tenders, IREL(INDIA) LIMITED reserves the right to amend and modify the tender document and the same will be published as "corrigendum" in web portal.
- ii. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(INDIA) LIMITED may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments.

4. CONTRACT PRICE:

The Tenderer shall fill up the appropriate price against Price schedule included herein. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of supply / contract and will not be subjected to variation on any account.

5. **PRE QUALIFICATION CRITERIA**

- 5.1 The certificate Agency should be a firm accredited for ISO 9001:2015, ISO14001:2015 and ISO 45001:2015 by NABCB.
- 5.2 Bidder shall submit documentary evidence in the form of accreditation certificate with date of validity.
- 5.3 The certifying agency shall have experience of carrying out minimum five certification/ re-certification / surveillance audits under ISO 9001:2015, ISO14001:2015 and one certification for ISO 45001:2018 of any Central Govt. Organization(s), Public Sector Undertaking(s), reputed private sectors during last seven years ending March 2020. Documentary evidence shall be provided in this regards.
- 5.4 Documentary evidence must be submitted along with the tender documents for evaluation of pre-qualification criteria as mentioned above. The offer without documentary evidence in support of PQ criteria as mentioned above is liable to be rejected.

GENERAL CONDITIONS OF THE CONTRACT

This document shall accompany and be a part of the tender. General conditions of procurement shall include the following clauses:

- 1 **Definition of Terms:** In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.
 - 1.1 **Purchaser/Company/contractee/ IREL (India) Limited**

The 'Purchaser/Company/contractee/ IREL (India) Ltd' shall mean Indian Rare Earths Limited, Rare Earths Division Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkarmarg, Prabhadevi, Mumbai-400028.
 - 1.2 **Contractor/Supplier/tenderer/bidder**

The 'Contractor/Supplier/tenderer/bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees.
 - 1.3 **Sub Contractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser.
 - 1.4 **Contract:** **Contract shall** mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.
 - 1.5 **Contract price** means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
 - 1.6 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
 - 1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC):** The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL (India) Ltd.
 - 1.8 **Representative** of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL (India) Ltd to perform the duties of OIC/EIC.
 - 1.9 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.
 - 1.10 **Tender Specification**
The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

- 1.11 **Contract Specification:** The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract.
- 1.13 **Letter of Intent (LOI):** The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.
- 1.14 **Site:** The term "Site" shall mean the place or places envisaged by IREL (India) Ltd at which the plant and equipment supplied under the contract are to be erected and/or services/works/consultancy are to be performed under the contract.

2 **OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC):**

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

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

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

3 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

- 3.1 Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.
- 3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.
- 3.4 In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL (India) Ltd, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) Ltd to eliminate the conflict.
- 3.5 The successful bidder shall notify IREL (India) Ltd, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed
- 3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL (India) Ltd.
- 3.7 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

4 **Standards**

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

5 **Scope of Order and Specifications**

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

6 **Inspection of site: NA**

The bidders are advised to inspect the site before submitting their offers. Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of Engineer concerned of Maintenance Section. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

7 **Assignment and Subletting**

7.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL (India) Limited.

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

8 **Prices**

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Limited to the contractor under the order shall remain firm throughout the period of contract. The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender. The prices shall be itemized in accordance with the Price bid Schedule attached with the tender and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid. The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL (India) Limited is not responsible for remittance of such statutory liabilities of the contractor.

9 **Taxes, duties & levies**

Bidders must clearly mention their Tax Registrations, wherever applicable in their offers and invoices. Tax shall be clearly mentioned in the offer indicating the applicable rates, otherwise it shall be considered to be inclusive of tax, as applicable. In order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall not be paid.

10 **Security Deposit (SD):**

The successful tenderer is required to furnish Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee/NEFT in favour of IREL (India) Limited., RED for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (SD) towards the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of the letter of acceptance or before commence of work at site whichever is earlier. The Security Deposit (SD) shall not bear any interest.

11 **Retention Money: Not Applicable**

Retention Money @ 5% shall be retained from each progressive / interim bill or on total order value executed. The retention money shall not bear any interest. Security Deposit (SD) and Retention Money shall not be more than 10% of the work order value. The retention money shall not bear any interest.

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

- i. 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.
- ii. 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. **Liquidated Damages (LD)**

12.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier /contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract.

- 12.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- 12.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.
- 13 **FORCE MAJEURE:**
- 13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL (India) Limited may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- 13.2 If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- 13.3 If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL (India) Limited may at its option terminate the contract without any financial repercussion on either side.
- 14 **Performance test: NOT APPLICABLE**
- 15 **Correspondence**
All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorised.
- 16 **Accident or Injury to Workmen**
The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL (India) Limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL (India) Limited against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to IREL (India) Limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.
17. **Compliance with Statutory and Other Regulations**
The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.
- 18 **Security regulations**
The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

19 **Method of black listing vendors**

- 19.1 Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.
- 19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- 19.3 Further, the vendor shall be banned from doing any business with IREL (India) Limited 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.
- 19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- 19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

20 **Secrecy**

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

21 **Indemnity**

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

22 **Death, Bankruptcy, etc.**

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

23 **Arbitration**

All disputes and differences of any kind what so ever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL (India) Limited who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them. If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL (India) Limited, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the

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

If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limited at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts. The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

24 Jurisdiction

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

25 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (India) Limited may elect to withdraw the invitation to tender.

26 RISK PURCHASE CLAUSE

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

27 RELATED PARTY:

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

28 PATENT INFRINGEMENT AND INDEMNITY:

The Supplier shall protect, indemnify and save harmless to IREL (India) Limited, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL (India) Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL (India) Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings. IREL (India) Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for IREL (India) Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL (India) Limited's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL (India) Limited, as a result of any claim

of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL (India) Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

29 CANCELLATION

IREL (India) Limited reserves the right to cancel the Purchase/work/service/consultancy Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to successful tenderer if;

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

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the work/service 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.

30 EVALUATION OF BIDS / PLACEMENT OF ORDER

Contract will be awarded to technically and commercially qualified bidder with the lowest price (L1). The L1 is arrived by combining the cost of all the items as per the Price Schedule and by considering the benefits to IREL (India) Limited

31. EMPLOYMENT LIABILITY:

You are solely and exclusively being responsible for engaging or employing persons for the execution of this work. All employees engaged by you shall be in its pay roll and be paid by you. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service by you. You shall indemnify IREL (India) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. You shall make regular and full payment of wages along with statutory dues to the workmen within 5th of the following month irrespective of whether you are raised the bill or not and furnish necessary documents whenever required by the competent authority. You shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL (India) Limited, RED indemnified against losses, damages or claims arising thereof. ii. In case of complaint of non-fulfilment of any obligation under the contract, IREL (India) Limited reserves the right to withhold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working. There will be no relations of employer and employee between our IREL (India) Limited and the personnel so engaged by you under the contract and no claims for any employment in IREL (India) Limited will be entertained or tenable. It shall be the sole responsibility of yours to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

प्रिय महोदय Dear Sir,

आईआरईएल (इंडिया) लिमिटेड, परमाणु ऊर्जा विभाग के प्रशासनिक नियंत्रण के अधीन एक भारत सरकार उपक्रम, सरकारी नियमों और सार्वजनिक क्षेत्र के उपक्रम के नियम और अन्य वैधानिक एजेंसियों के विनियम के अनुसार अपना कारोबार कर रही है। व्यापार अच्छा कॉर्पोरेट प्रशासन के साथ एक नैतिक, तर्कसंगत और निष्पक्ष तरीके से किया जाता है।

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

हमारे व्यवहार में अधिक पारदर्शी होने और हमारी विचारधारा का समर्थन करने के हमारे प्रयास में , सभी विक्रेताओं, ग्राहकों और व्यावसायिक भागीदारों से अनुरोध है कि वे हमारी कंपनी के साथ व्यवहार करने के पक्ष में किसी भी कर्मचारी को कोई उपहार और / या प्रलोभन न दें। उपर्युक्त के प्रति आपकी प्रतिबद्धता के आश्वासन में, यदि आप संलग्न वचन-पत्र को भरें, हस्ताक्षर करें और उनका पालन करें, तो इसकी बहुत सराहना की जाएगी।

In our endeavor 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 favor in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

कंपनी के किसी भी कर्मचारी द्वारा मांगे गए किसी भी उपहार और / या प्रलोभन की रिपोर्ट तुरंत निम्नलिखित में से किसी एक को दी जानी चाहिए:

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>अध्यक्ष एवं प्रबंध निदेशक आईआरईएल (इंडिया) लिमिटेड 1207, वी.सा.मार्ग, प्रभादेवी मुंबई 400028 दू.भा. 022-24225778 ई मेल : cmd@irel.co.in Chairman & Managing Director IREL (India) Limited.,1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778, Email:cmd@irel.co.in</p>	<p>मुख्य सतर्कता अधिकारी आईआरईएल (इंडिया) लिमिटेड 1207, वी.सा.मार्ग, प्रभादेवी मुंबई 400028 दू.भा. 022-24225778 ई मेल : cvo@irel.co.in Chief Vigilance Officer, IREL (India) Limited, 1207, V.S. Marg, Prabhadevi, Mumbai 400 028 Ph:022-24221068, Email:cvo@irel.co.in</p>
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हम आपको विश्वास दिलाते हैं कि आपके द्वारा इस विषय पर की गई शिकायतों को , यदि है तो, गोपनीय रखा जाएगा और निष्पक्ष जांच की जाएगी और उचित कार्रवाई की जाएगी। इसी तरह , वचनबद्धता के प्रति आपकी प्रतिबद्धता को छोड़कर, इसके उल्लंघन होने पर हम कंपनी के प्रचलित नियम के अनुसार परिणाम देंगे।

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.

धन्यवाद Thanking you,

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

ह0 Sd/-

नाम Name: A.Veeramani

पदनाम Designation: महा प्रबंधक एवं प्रधान, रे.अ. प्रभाग GM & HEAD, R.E. Division

वचन पत्र UNDERTAKING

तारीख Date:

सेवा में To,

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited.,
1207, वी. एस. मार्ग V.S. Marg,
प्रभादेवी Prabhadevi
मुंबई Mumbai 400 028.

मैं / हम आईआरईएल (इंडिया) लिमिटेड (अब कंपनी के रूप में संदर्भित किया जाएगा) का एक विक्रेता / ग्राहक हूँ ।

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

मैं / हम सहमत हूँ और वचन देते हूँ I / We agree and undertake:

कंपनी के कॉर्पोरेट कार्यालय और / या इसके किसी भी क्षेत्र इकाइयों यानी एमके, चवरा, ऑस्कॉम, आरईडी एवं आईआरईआरसी के साथ मेरे / हमारे व्यवहार पाने / हासिल करने के संबंध में कंपनी के किसी भी कर्मचारी को कोई उपहार और / या प्रलोभन प्रदान नहीं किया जाएगा

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

कंपनी के किसी भी कर्मचारी द्वारा कंपनी और / या उसके क्षेत्र इकाइयों के साथ मेरे / हमारे व्यवहार में मेरे / हमारे पक्ष में देने के लिए किसी भी उपहार और / या प्रलोभन की तत्काल रिपोर्ट किया जाएगा

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

हस्ताक्षर Signature.....

नाम Name.....

विषय Title.....

कंपनी का नाम एवं पता ((मुहर सहित)

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

1.0 **SCOPE OF WORK:**

- 1.1 Preliminary audit (if required) and/or re-certification audit of Integrated Management System (IMS) comprising of ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007/ ISO 45001:2018.
- 1.2 Recommendation for re-certification.
- 1.3 Issue of all the three certificates, (valid for 3 years).
- 1.4 First/12th monthly Surveillance audit.
- 1.5 Second / 24th monthly Surveillance Audit.

The scope of certificate is “Manufacture and sale of Rare Earths Compounds & Nuclear Grade Ammonium Di-Uranate”.

2.0 **EXISTING INTEGRATED MANAGEMENT SYSTEM (IMS)**

The current certificates viz., ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 are valid up to 23.07.2020.

3.0. **APPLICATION FOR INTEGRATED MANAGEMENT SYSTEM (IMS):**

The Integrated Management Systems requirements laid down in International Standards ISO 9001:2015, ISO 14001: 2015 and OHSAS 18001:2007/ISO 45001:2018 are applicable to the organization, except the non applicable clauses which are given below.

ISO 9001: 2015

Clause 8.3 – Design & Development of products & services:

4.0. **LIST OF DOCUMENTED PROCEDURES AS PER EXISTING IMS**

Sl. No.	DESCRIPTION OF PROCEDURE MANUAL	CODE FOR MANUAL	NATURE OF RECORD	DEPT/ SECTION/ DISTRIBUTION
1	Integrated Management System- Apex Manual	IRE-01	ONE FOLDER	UNIT HEAD / MR / ALL HOD / SECTION HEADS
2	IMS Legal Register	IMS-LR-01	ONE FOLDER	UNIT HEAD / MR / ALL HOD / SECTION HEADS
3	IMS Procedure Manual	IMS-PM-MR-01	ONE FOLDER	MR
4	Procedure for Purchase	IMS-PM-PU-01	ONE FOLDER	PURCHASE
5	Monitoring of Process and Products	IMS-PM-QC-01	ONE FOLDER	QUALITY CONTROL & RESEARCH
6	Procedure for Marketing	IMS-PM-MKT-01	ONE FOLDER	MARKETING
7	SOP for NGADU dispatch	IMS-PM-MK-SOP-01	ONE FOLDER	HEAD / MR / MKTG / STORE / HRM
8	Procedure for Store	IMS-PM-SO-01	ONE FOLDER	STORES
9	Procedure for Instrumentation Engineering	IMS-PM-IN-01	ONE FOLDER	INSTRUMENTATION
10	Procedure for Material Processing Plant	IMS-PM-PD-01	ONE FOLDER	MPP
11	Procedure for Solvent Extraction Plant	IMS-PM-PD-02	ONE FOLDER	SEP-I
12	Procedure for Rare Earth Plant-I & II	IMS-PM-PD-03	ONE FOLDER	REP-I & II
13	Procedure for Uranium Recovery Plant	IMS-PM-PD-05	ONE FOLDER	URP
14	Procedure for Safety & Environment	IMS-PM-SE-01	ONE FOLDER	SAFETY & ENVIR.

15	Procedure for HRM, Medical & Canteen	IMS-PM-HR-01	ONE FOLDER	HRM
16	Procedure for Electrical Engineering	IMS-PM-EE-01	ONE FOLDER	ELECTRICAL
17	Procedure for utility steam and water	IMS-PM-UT-01	ONE FOLDER	INSTRUMENTATION
18	Procedure for civil engineering	IMS-PM-CE-01	ONE FOLDER	CIVIL
19	Procedure for Mechanical Engineering	IMS-PM-ME-01	ONE FOLDER	MECHANICAL

5.0. **MAN POWER EMPLOYED:**

IREL(India) Limited, Rare Earths Division is presently (as of 01.07.2020) having a total man power of 171 including 45 officers.

6.0. **CONFIDENTIALITY OF INFORMATION:**

All data/information relating to existing operations of IREL are classified and confidential and not to be disclosed.

7.0. **PAYMENT:**

The payment will be made against invoice/bill submitted based on completion of each activity as per the price schedule subject to statutory deductions within 30 days on submission of clean and clear bill duly certified by OIC.

8.0 **COMPLETION TIME:**

8.1 The work shall be completed as given below.

8.2 Item 1 of price schedule - mutually agreed period - Recertification audit by October / November 2020 (tentative)

8.3 Item 2 of price schedule of certification 1st surveillance audit -12th month from the date of certificate.

8.4 Item 3 of price schedule of certification 2nd surveillance - 24th month from the date of Certificate.

9.0. **SPECIAL CONDITION OF CONTRACT:**

9.1. Before submitting tender, the bidders are requested to carefully examine the pre-qualification criteria, General Conditions of Contract (GCoC), Special Conditions of Contract (SCOC), Scope of Work and other conditions.

9.2. The bidders are free to seek any clarification/information from Dy. General Manager (Marketing, Purchase & Store) & Management Representative, Telefax: +91 484 2546590, Email-Ke.S. Ramakrishnan mail: marketing-red@irel.co.in .

9.3. The successful bidder shall bear all the expenses towards Transportation, local conveyance, boarding, lodging and all other miscellaneous expenditure.

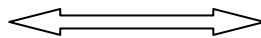
9.4. IREL's Guest house, subject to availability of rooms / cook will be provided on chargeable basis. However, free working lunch will be provided by IREL during audit.

9.5. The certificates issued for all the three standards shall be valid for a period of three years. The validity of all the three certificates is to be for the same period, to have the uniformity in the date of validity of all the three standards.

10.0 **OFFICER-IN-CHARGE (OIC):** Shri. Chandra Bhusan Singh, M (Inst.) will be the Officer-in-Charge for this work.

11.0 **BILL OF QUANTITIES**

SL NO.	DESCRIPTION	UNIT	QTY
1	Stage-I Audit (if required), Recertification Audit, Recommendation for Recertification for all the three standards & Issue of three certificates (ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 / ISO 45001:2018) valid for 3 years.	Lump sum	1
2	First/12 th monthly Surveillance Audit for all the 3 standards	Lump sum	1
3	Second / 24 th monthly Surveillance Audit for all the 3 standards	Lump sum	1





आईआरईएल (इंडिया) लिमिटेड IREL (India) Ltd

(पूर्व में इंडियन रेअर अर्थ्स लिमिटेड Formerly Indian Rare Earths Ltd.)

रेअर अर्थ्स प्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN:U15100MH1950GOI1008187

(ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified Company)

email: purchase-red@irel.co.in

Phones: +91 484

2545062 - 65

Fax: +91 484

2545269,

PRICE BID

TENDER No. IRE/RED/P/Co/11/12/20 dt. 18.07.2020

TENDER FOR RECERTIFICATION OF IMS (ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018).

Name and Address of the Bidder

.....

.....

.....

.....

Ph.#.....

Mob.#.....

SCHEDULE OF QUANTITIES / PRICE SCHEDULE

SL NO.	DESCRIPTION	UNIT	QTY	Amount Rs.
1	Stage-I Audit (if required), Recertification Audit, Recommendation for Recertification for all the three standards & Issue of three certificates (ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 / ISO 45001:2018) valid for 3 years.	Lump sum	1	
2	First/12 th monthly Surveillance Audit for all the 3 standards	Lump sum	1	
3	Second / 24 th monthly Surveillance Audit for all the 3 standards	Lump sum	1	
	Sub Total			
	GST @.....%			
	Grand Total (Rupees.....only)			

In case of any discrepancy between the rate and amount, the rate will govern and between figures and words, words will prevail. The decision of the Competent Authority in this regard shall be final and binding on all parties.

Undertaking by tenderer

The amount quoted as Grand Total above is inclusive of all taxes and is the full and final amount that will be charged by us for carrying out the tendered work. We shall not be making any further claims on IREL and IREL shall, in no manner whatsoever, be liable for any further payments with regard to this work. We undertake to make payment of all taxes regarding this tender to the statutory authorities without fail and we hereby indemnify IREL from any issues arising therefrom.

Evaluation of Bids: Contract will be awarded to technically and commercially qualified bidder with the lowest price considering / deducting tax benefits to IREL, wherever applicable.