

**Request for Quotation (RFQ)**  
**for**  
**Selection of Transaction Advisor for Brahmagiri BSM Deposit**  
**in Puri District, Odisha**  
**RFQ No: IREL/CO/Brahmagiri/TA/2026/01**



**IREL (India) Limited**  
**(Formerly known as Indian Rare Earths Limited)**  
**(A Govt. of India Undertaking – Dept. of Atomic Energy)**

Plot No. 1207, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400028.

Website: <https://irel.co.in>

**CIN No. U15100MH1950GOI008187**

**(RFQ is only for empanelled agencies through RFE)**

## Bid Data Sheet

RFQ Ref	IREL/CO/Brahmagiri/TA/2026/01
Name of Work	Request for Quotation (RFQ) for Selection of Transaction Advisor for Brahmagiri BSM Deposit in Puri District, Odisha of IREL (India) Limited.
Type of Tender	Single part Limited Tender 1. Techno commercial cum Price Bid
Tendering Mode	e-Tender Mode: GeM Portal. Bids shall be submitted online on GeM Portal: <a href="https://gem.gov.in/">https://gem.gov.in/</a>
Validity of Bid	120 days from Bid Due date
Date from which Tender documents will be available	<b>07.04.2026</b>
Last date for receiving Pre-Bid queries /clarifications	<b>14.04.2026</b> upto 17:00 hrs at following email address: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a>
Pre-bid Meeting date & time	<b>16.04.2026, 15.00 Hrs</b> through Video Conference (VC) VC Link: <a href="https://meet.mgovcloud.in/sLJQANWanN">https://meet.mgovcloud.in/sLJQANWanN</a>
Last Date and Time for Online Submission of bid	Price Bid is to be submitted by <b>29.04.2026</b> up-to 15:00 hrs online only through GeM Portal..
Opening of Price Bid	<b>29.04.2026, 15.30 Hrs</b>
Security Deposit	5% of the Contract value
Contact details of tender inviting authority	S Acharjya, GM (Technical) IREL (India) Limited Plot No. 1207, V. S Marg, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a> , <a href="mailto:rpjha@irel.co.in">rpjha@irel.co.in</a> Phone 022- 24211630 (Ext. No. 266)
	Shri R P Jha, GM(Technical-Projects) Mob. 8104997192

This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the empanelled bidders who were already selected through RFE (Ref: IRE/CO/PT/2026/01 dated 06.01.2026).

## **DISCLAIMER**

The information contained in this Request for Quotation (the "RFQ") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

This RFQ is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for IREL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements, and information contained in this RFQ may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise, however, caused arising from reliance of any Bidder upon the statements contained in this RFQ. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that IREL is bound to appoint the Selected Bidder for the Project, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IREL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IREL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 1. DEFINITIONS AND INTERPRETATIONS

In this RFQ, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

- **“IREL”** shall mean IREL (India) Limited, who shall appoint the Transaction Advisor.
  - **“Bidder”** shall mean transaction Advisors who have been empanelled to provide Consultancy Services to IREL.
  - **“Bid/Proposal”** means the bid submitted by the bidder(s) in response to this RFQ in accordance with the provision hereof along with all other documents forming part & in support thereof as specified in this RFQ.
  - **“Bid Due Date”** means last date of Bid submission as set out in Bid Data sheet
  - **“Transaction Advisor”** shall mean the successful Bidder selected through the selection process to be adopted by IREL against this RFQ for providing Transaction advisory for projects as per the Terms of Reference specified.
  - **“Consultancy Agreement/Agreement/Contract”** shall be the agreement to be entered into between IREL and Transaction Advisor comprising of all terms and conditions stated in the RFQ
  - **“Consortium”** means the group of legally constituted entities, who have come together to participate in captioned consultancy work. A consortium is not permitted to participate in this project/assignment.
  - **“Corrupt Practice”** shall have the same meaning ascribed thereto as per Clause 1.17 of the RFE dated 06.01.2026 (Tender No: IREL/CO/PT/2026/01).
  - **“Conflict of Interest”** shall have same meaning as specified in clause 1.15 of the RFE dated 06.01.2026 (Tender No: IREL/CO/PT/2026/01)
  - **“Consultancy Fees /Fees/Service Charges”** shall mean the charges payable by IREL for the Consultancy Services rendered by the Transaction Advisor.
  - **“Eligibility criteria”** means the minimum requirements specified in this RFQ that a bidder must satisfy in order to be considered for participation and evaluation in the bidding process.
  - **“Evaluation Process”** means the procedure adopted by IREL for examining and assessing the bids received in response to this RFQ, for selection of the successful bidder.
  - **“Successful Bidder”** means the Preferred Bidder selected in terms thereof and to whom IREL shall issue the Letter of Award in accordance with the provisions thereof and who shall undertake the Terms of Reference as per the terms specified in RFQ to be invited amongst the shortlisted bidders.
  - **“Letter of Award”** means the formal written communication issued by IREL to the successful bidder conveying the acceptance of its bid and the intention to award the contract for the services specified in this RFQ.
  - **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work to be mentioned in the RFQ which the Transaction Advisor is required to carry out as per the Good Industry Practice.
  - **“Project” or “Assignment”** means the consultancy work for which the Transaction Advisor is being appointed under this RFQ.
  - **“The “Engineer-In-Charge” (EIC)** means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.”
  - **“Third Party”** means any Person other than IREL and the Transaction Advisor.
- Any other term(s), not defined herein above but defined elsewhere in this RFQ shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## 1.1 BACKGROUND:

IREL (India) Limited is a Multi -product-multi- locational CPSE incorporated under the Companies Act 1956, wholly owned by the Government of India, under the Administrative Control of the Department of Atomic Energy (DAE). IREL operations spans across mining, mineral beneficiation and refining of heavy minerals and has its plants at Chavara (Kerala), Manavalakurichi (Tamil Nadu) & Orissa Sands Complex (OSCOM), (Odisha).

IREL (India) Limited intends to onboard a Transaction Advisor for bid advisory services for successful operationalisation of Brahmagiri project in Puri District of Odisha, from amongst already empanelled TA's (empanelled through RFE No. IREL/CO/PT/2026/01 Dated 06.01.2026, vide order dated 11.03.2026).

Unsolicited offers will be summarily rejected. Bidder accepting the TOR, commercial conditions and quoting the lowest amount will be considered as successful bidder and order for the said assignment will be placed accordingly.

## 1.2 Objective of RFQ:

The RFQ aims to appoint a Transaction Advisor (TA) to provide end-to-end bid advisory support to IREL (India) Limited for timely operationalisation of the Brahmagiri Project from statutory clearances to commercial operations.

The TA will evaluate and recommend the most suitable project development and business model based on feasibility, viability, risk allocation, and sustainability, and will prepare and support the entire RFQ process, including bid documentation, pre-bid interactions, bid evaluation, and contract finalisation.

## 1.3 Brief about the Project for which TA is to be onboarded:

Brahmagiri project envisages establishment of Integrated Mining and Mineral Sand processing Unit at Brahmagiri Deposit, Dist. Puri, Odisha. The facility shall inter alia include mining of Mineral Sand from the lease area, upgradation of the Mineral Sand and then separation of constituent minerals in the Mineral separation Plant (MSP), along with associated utilities.

The Government of Odisha has issued Letter of Intent to IREL for grant of mining lease over an area of 1,487.746 Hectares in favour of IREL in Brahmagiri & Puri Tahsil of Puri district, Odisha. The Mine Lease extends along the coastline of Bay of Bengal containing assemblage of heavy minerals viz. Ilmenite, Rutile, Zircon, Garnet, Sillimanite & RE bearing minerals.

Project status & location is attached as Annexure -1.

## 1.4 Engineer-In-Charge Contact details:

Shri. Swarup Ranjan Mohapatra, Chief Manager-Technical (Projects), Cont. No.: 8104997176, Email : [swarup.mohapatra@irel.co.in](mailto:swarup.mohapatra@irel.co.in) will be the Engineer-in-Charge (EIC) for this work on behalf of IREL.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1 Bidding Process:**

IREL has adopted single part limited tender (single cover) online bidding system amongst already empanelled bidders through GeM portal for selecting a Transaction Advisor for bid advisory services towards preparation of RFP enabling appointing of an agency for execution of the Brahmagiri project in Puri District of Odisha

The contents of the techno-commercial Bid shall include the following:

- (i) Undertaking letter for submission of bids
- (ii) RFQ document duly Signed and sealed by Authorised signatory
- (iii) Secrecy Agreement
- (iv) Filled in price Schedule

All requisite details including price bid is to be submitted online through GeM portal. It needs to be ensured by bidders that no physical submission of price bid should be done else the Bid shall be rejected.

Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("Bid Due Date").

This RFQ is reserved for participation by empanelled agencies only. The empanelled agency shall submit their quotation along with required documents in accordance with the Terms of Reference (ToR) and Terms and Conditions provided in this RFQ Document.

Only those bids found responsive and compliant with the RFQ requirements shall be considered for financial evaluation and selection of the successful bidder shall be done on LCS (least cost selection) basis among the responsive bidders.

### **2.2 Contract Period:**

The contract period shall be 12 months from effective date or till completion of bid process for project implementation, whichever is earlier. It may be extended by up to six (6) months if required, due to delay in finalisation of the contract, without any additional cost.

### **2.3 Due diligence:**

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid, sending written queries to IREL, and attending a Pre-Bid meeting.

### **2.4 Bid Validity:**

Bids shall remain valid for a period of not less than 120 days from the Bid Due Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid validity period.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, IREL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without getting suspended from future tenders of IREL as specified in the RFQ.

### **2.5 Pre-Bid Meeting and Clarifications:**

2.5.1 A pre-bid meeting through VC would be held at time and an address specified in the schedule.

2.5.2 During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IREL. IREL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding Process. Clarifications/responses shall be shared by uploading such responses online at IREL Website/GeM portal, if required in the form of an addendum and or corrigendum.

2.5.3 Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

## **2.6 Issuance of Corrigendum(s)/ Addendum(s):**

At any time prior to the deadline for submission of bid, IREL may, for any reason, at its own initiative, modify the RFQ document by issuance of Addendum/ Amendment.

All such addenda/amendments will be posted in IREL website (<https://irel.co.in>) and GeM portal along with the revised RFQ document (relevant portion) containing the amendments and will be binding on all Transaction Advisors.

To afford the bidders a reasonable time for taking an amendment into account, or for any other reason, IREL may, in its sole discretion, extend the proposal due date. IREL may also on its own, if deemed necessary, issue interpretations and clarifications and amendment to RFQ.

All clarifications and interpretations issued by IREL shall be deemed to be part of the Bidding Documents.

## **2.7 Clarification of Bids and request for additional/missing information:**

To facilitate evaluation of Bids, IREL may, at its sole discretion, seek in writing clarifications/ documents/ missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by IREL before the expiration of the deadline prescribed in the written request, IREL reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFQ, local condition and any other matters considered relevant by them before submitting the Bid, sending written queries to IREL, and attending the Pre-Bid meeting.

## **2.8 Contacts during bid evaluation:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time IREL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, IREL and/ or their Transaction Advisors/ employees/representatives on matters related to the Bids under consideration.

## **2.9 Correspondence with Bidder:**

Save and except as provided in this RFQ, IREL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid

## **2.10 Security Deposit (SD)**

2.10.1 The Successful Bidder shall be required to furnish demand draft or Bank Guarantee as per Format Provided in Annexure-3 to this RFQ, in favor of IREL (India) Limited, for an amount equivalent to five (5) per cent of the Contract Value towards Security Deposit for the satisfactory performance of the contract, within 14 (fourteen) days of issuance of the LoA.

2.10.2 The SD shall be returned to the Transaction Advisor, three months after the completion of the contract duration including extended period subject to successful submission of all the deliverables under the assignments awarded to the successful bidder and on certification of "No Dues" from Engineer-in-Charge (EIC).

2.10.3 The Security Deposit shall stand forfeited in favor of IREL without any further notice to the successful bidder in the following circumstances:

- (i) In case of any failure whatsoever on the part of the successful bidder at any time in the performance of his part of the contract including that during the extended periods of contract, where notice is given & time for rectification allowed.
- (ii) If the successful bidder indulges at any time in any subletting / subcontracting of any portion of the work without notice and approval from IREL.

## **2.11 Preparation & submission of Bids**

### **2.11.1 Price Bid**

- (i) Bidders are required to submit the man-day rates and no. of man-days required for each category i.e., Team Leader, TA cum finance expert, Mining Expert and Support Staff as per the price bid format. The rates quoted should be inclusive of all costs/ expenses and statutory taxes inclusive GST. Applicable GST will be paid at actuals.
- (ii) All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR) only.
- (iii) All the rates stipulated in the price bid shall be inclusive of all expenses like travelling, lodging, boarding etc. and remain firm throughout the relevant period of contract.
- (iv) Deployment of Support Staff is optional and if the bidder does not want to deploy any Support Staff member, then it may submit its man-day rate as INR Zero (INR 0.00).

## **2.12 General**

### **2.12.1 Relationship between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between IREL and the Transaction Advisors. The Transaction Advisor shall have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **2.12.2 Rights and Obligations**

The Transaction Advisor shall carry out the Services in accordance with the provisions of the Agreement; and IREL shall make payments to the Transaction Advisor in accordance with the provisions of the Agreement.

### **2.12.3 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at their official address.

### **2.12.4 Location**

- a) The Services shall be performed at the offices of IREL and at such locations as are incidental thereto, including the offices of the Transaction Advisor.
- b) IREL may require the Transaction Advisor's staff to spend the required man hours at its offices of IREL and the Transaction Advisor agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

### **2.12.5 Authorized Representative**

- a) Any action required or permitted to be taken, and any document required or permitted to be executed by IREL or the Transaction Advisor may be taken or executed by the officials specified hereunder.
- b) IREL may, from time to time, designate one of its officials as its Representative.
- c) The Transaction Advisor may designate one of its employees as Transaction Advisor's Representative. Unless otherwise notified, the Transaction Advisor's Representative shall be onsite Team Leader.

#### 2.12.6 **Standard of Performance**

The Transaction Advisors shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Transaction Advisors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to IREL, and shall at all times support and safeguard IREL's legitimate interests in any dealings with Third Parties.

#### 2.13 **Force majeure:**

It is an event beyond the control of IREL /TA and not involving the IREL's /TA'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. Force Majeure clause has to be compulsorily embedded in the order.

If there is delay in performance or other failures by IREL /TA 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, TA shall promptly notify IREL in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL in writing, TA 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 120 days, IREL may at its option terminate the contract without any financial repercussion on either side.

#### 2.14 **Termination:**

##### 2.14.1 **Termination for Default**

IREL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if TA fails to perform any obligation(s) under the CONTRACT and if TA, does not cure his failure within a period of 30 days (or such longer period as IREL may authorize in writing) after receipt of the default notice from IREL.

##### 2.14.2 **Termination for Insolvency**

IREL may at any time terminate the CONTRACT by giving written notice without compensation to TA, if TA becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IREL.

##### 2.14.3 **Termination for convenience**

IREL may by written notice sent to TA, terminate the contract, in whole or part, at anytime for

its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by IREL till the date upon which such termination becomes effective.

**2.15 Settlement of disputes:**

In the event of any dispute arising in connection with this Bid Advisory Service Contract, the parties shall, in the first instance, endeavour to resolve the same amicably through mutual discussions and consultations.

If such dispute is not resolved within a period of 30 (thirty) days from the date of receipt of written notice by one Party to the other, the dispute shall be referred to a Dispute Resolution Committee (DRC). The DRC shall comprise representatives of both IREL and the Consultant (Transaction Advisor), and shall be chaired by the authorised representative of IREL. The DRC shall make reasonable efforts to resolve the dispute within 30 (thirty) days from the date of its constitution.

In the event that the dispute remains unresolved even after consideration by the DRC, the method of dispute resolution shall be in accordance with the option(s) selected by IREL at the time of bid creation, in line with the "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement" issued by the Department of Expenditure vide OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

This Contract shall be governed by and construed in accordance with the laws of India. Subject to the above, all disputes arising in connection with this contract shall be subject to the exclusive jurisdiction of the courts. The arbitration shall be take place at Mumbai and all legal proceeding in any manner arising there under can only be initiated in the court of law at Mumbai only within the jurisdiction of High Court of Mumbai.

**SPECIAL CONDITIONS OF CONTRACT**

**3. Scope of Work / ToR:**

Scope for Transaction advisor shall include but not be limited to the following aspects:

**3.1 Project Execution Strategy & Bid Advisory:**

**3.1.1** The Transaction Advisor will advise IREL on various business models that can be adopted for the project and help IREL select the best model to be adopted through development of Project execution plan including Contracting Strategies based on the project definition considering the OPEX requirement, project objectives, risk identification and assessment in line with industry best practices.

**3.1.2** The Transaction Advisor will assist in developing a project structure and assist in identifying agencies required for its execution.

- (i) Subsequent to study and review of the project documents, bidder has to present the optimum business model alternatives to IREL's top management for their review and approval. Subsequent to approval, bidder has to prepare RFP for the finalized business model.
- (ii) Depending on business model the Transaction Advisor shall assist IREL in the appointment of the agency/ies for execution of the project. Support services as required from time to time, shall include participation in meetings, preparation of minutes of meetings, drafting of correspondence and communications to bidders, and attending conferences, discussions, and related proceedings.
- (iii) The technical details required for development of the RFP for selection of agency will be developed in consultation with IREL.
- (iv) The Transaction Advisor shall prepare the RFP documents, including eligibility and pre-qualification criteria, and shall assist IREL throughout the bidding processes depending on the business model selected for project execution. This shall include support for pre-bid conferences, issuance of clarifications and addenda in response to pre-bid queries, seeking and evaluating bid clarifications from bidders, and providing advisory support during bid evaluation up to the award of contract.
- (v) The Transaction Advisor shall assist IREL in drafting and finalization of the agreements/contracts to be entered into between IREL and the selected party (ies), in line with the approved business model and applicable rules and guidelines.
- (vi) Make presentation before IREL Management/Board from time to time on various aspects of the project during the decision-making stage.
- (vii) The number of tender packages may be single /multiple depending on business model which will be finalised; accordingly, agency should consider the required man days & finalise the quoted price bid.

**3.2 Stakeholder and Communication Management:**

The Transaction Advisor shall support IREL in stakeholder identification, coordination, and communication management. This shall include, but not be limited to, the following:

- (i) Identification and mapping of key internal and external stakeholders, including government authorities, regulatory bodies, project partners, consultants, contractors, and other relevant agencies.
- (ii) Development and implementation of a structured stakeholder engagement and communication strategy to ensure timely dissemination of information, alignment of expectations, and effective coordination among all stakeholders.
- (iii) Support in ensuring consistent, accurate, and timely communication related to project progress, bid processes, and key decisions, in alignment with IREL's governance framework and applicable guidelines.

### **3.3 Risk Management:**

The Transaction Advisor shall assist IREL in identifying, assessing, and managing project risks throughout the project lifecycle. This shall include, but not be limited to, the following:

- i. Identification and documentation of key project risks, including technical, financial, contractual, regulatory, environmental, schedule-related, and operational risks. The risk management plan needs to include early warning systems that assist in early decision-making process.
- ii. Assessment and prioritization of identified risks in terms of likelihood and impact, and development of a comprehensive risk register for the project.
- iii. Formulation of risk mitigation and management strategies, including appropriate risk allocation among stakeholders in line with the approved business model and contracting strategy.
- iv. Advisory support to IREL in incorporating risk mitigation measures into project structuring, RFP documents, contracts, and agreements.
- v. Periodic review, development and updating of the risk register and mitigation measures during the bid process and key project milestones, and support to IREL in addressing emerging risks as required.

### **3.4 Performance management and reporting:**

- i) The Transaction Advisor shall assist IREL in developing the format for Dashboard reporting system for the top management which will provide a quick analysis of the project that can be updated on weekly/fortnightly/monthly basis. The dashboard will help top management to take decision on real time basis.
- ii) The Transaction Advisor shall assist IREL in preparation of RACI matrix which will be helpful in clarifying the roles and responsibilities for the activities mentioned in the project schedule.

### **3.5 Deliverables:**

- a. Inception report outlining project understanding, methodology, work plan, timelines, and team deployment,
- b. Concept notes and Submit business model evaluation and recommendation reports and presentations on suitable business models,
- c. Detailed business case reports, and financial, commercial, and technical analyses supporting the proposed transaction structure, conduct risk assessment and prepare risk allocation matrices, contract risk and compliance checklists, risk management plans, and approval/compliance registers,
- d. Dashboard formats for reporting and monitoring, with deliverables aligned to the project model including Stakeholder management plans, RACI matrices,.
- e. Draft and final RFP documents for the suggested business model.
  - i. Eligibility and pre-qualification criteria, technical and commercial requirements, evaluation methodologies, scoring templates, and bid process timelines.
  - ii. Provide pre-bid meeting documentation, clarifications, addenda, responses to bidder queries, and draft communications to bidders, prepare technical and financial bid evaluation reports, comparative statements, bid evaluation reports with recommendations, negotiation strategy notes,
  - iii. Support for issuance the Letter of Award (LoA), draft and finalize agreements and contracts.

### **3.6 Transaction Advisor's personnel:**

- (i) The Transaction Advisor (TA) shall deploy qualified and experienced personnel for carrying out the Services in accordance with the scope of work specified in this RFQ.

- (ii) The TA shall ensure that the personnel deployed possess adequate qualifications and relevant experience for the assignment inline with RFE dated 06.01.2026
- (iii) IREL reserves the right to seek replacement of any personnel whose performance is found to be unsatisfactory or whose qualifications and experience are not considered adequate for the assignment.
- (iv) The TA shall ensure that adequate personnel are deployed to meet the project timelines and deliverables specified under this RFQ.
- (v) The TA shall ensure that the Key Personnel proposed for the assignment remain available during the period of the contract.
- (vi) Any substitution shall be subject to:
  - a) prior written approval of IREL, and
  - b) deployment of personnel with equivalent or higher qualifications and experience.

### 3.7 Tentative timeline

The tentative timeline for execution excluding the timeline required by IREL for internal approval is given herewith:

T0 : Date of acceptance of LoA

SI No	Activity	Tentative Timeline
1	Submission of Inception and concept report	T0+ 15 days
2	Business model presentation and finalisation	T0+ 60 days
3	Submission of Draft RFP	T0+ 90 days
4	Internal Approval	30 days from date of submission of draft RFP(T1)
5	Final RFP submission and acceptance	T1+ 30 days
6	Pre-bid meeting /site visit	T1+ 45 Days
7	Pre bid clarification	T1+ 60 Days (T2)
8	Bid submission	T2+ 21 Days (T3)
9	Evaluation & approval	T3+ 30 Days

### 4.0 PAYMENT TO THE TRANSACTION ADVISOR

- IREL shall make payment to Transaction Advisor as per the terms specified hereunder.

SI No.	Milestone	Payment
1	Submission of Inception and concept report	5 %
2	Business model presentation and finalisation	10 %
3	Submission of Draft RFP	25 %
4	Final RFP submission and floating by IREL	20 %
5	Pre bid assistance & technical bid evaluation and recommendation	10 %
6	Final bid evaluation and recommendation	15 %
7	Award of Contract	15 %
Total		100 %

- The above payment structure is taken into account considering single RFP. In case the board decides on an alternate model involving different RFP's, then the quoted price will be divided on pro-rata basis and the above stages of payment will continue.
- Tax deduction at source (TDS) shall be made towards income tax from all the invoices of the Agency at rates applicable as per income tax act and rules.

**PRICE SCHEDULE**

***Bidder to submit the price break up as per the table given below estimating the no. of man-days of each category to be engaged for the assignment along with the manday rate to arrive at the cumulative fee for each category of engagement.***

Sl No.	Category of engagement (i)	Manday rate (in INR) (ii)	No. of Man-days (iii)	Cumulative Fee (in INR)* (iv) = (ii * iii)	GST (in INR) (v)	Total Fees (in INR Incl. GST) (vi) = (iv + v)
1	Engagement of Team Leader					
2	Engagement of Transaction Advisor cum finance expert					
3	Engagement of Mining Expert					
4	Engagement of Support Staff					
AGGREGATE SERVICE FEE FOR THE PROJECT						*

**(Price quoted in GeM portal should match with the aggregate as above).**

\*Price quoted in summary sheet should match with the breakup statement total submitted on GeM Portal (Total Lump-sum basis).

- The quoted price shall be inclusive of all costs and expenses.
- The price shall remain firm during the entire contract period.
- Conditional or ambiguous quotes shall not be accepted.
- Deployment of Support Staff is optional and if the bidder does not want to deploy any Support Staff member then it may submit its man-day rate as INR Zero (INR 0.00).

## Annexure -1

### Project status and location:

The status & location of the project is mentioned below:

SI no.	Particulars	Description
1	Name of the mine	Brahmagiri sand mine
2	Name of the Lease holder	IREL (India) Limited
3	Location	Brahmagiri and Puri tahasil of Puri dist, Odisha
4	Coordinates	Latitude: 19° 45' 00.00", Longitude: 85° 40' 46.78"
5	Current Status	The updated Detailed Project Report is in the final stage of preparation.

**Annexure-2: Undertaking for application.**

To,

**The GM (T &/c Purchase)  
IREL (India) Limited, Plot No 1207, V.S.Marg,  
Opposite Sidhi Vinayak Temple, Prabhadevi,  
Mumbai-400028**

Sir,

This has reference to the Request for Quotation (RFQ) issued by IREL (India) Limited for appointment of a Transaction Advisor (TA) for preparation and finalization of the Request for Proposal (RFP) for execution of the Brahmagiri project.

We hereby confirm that we are an empaneled agency with IREL (India) Limited and are eligible to participate in this RFQ. We have carefully examined the RFQ document and understood the scope of work, terms and conditions specified therein.

We hereby submit our quotation in response to the said RFQ and confirm that our proposal is unconditional and unqualified.

As required, we have submitted all information, documents and declarations as prescribed in the RFQ document. We undertake that all information furnished by us is true and correct to the best of our knowledge and belief. If, upon verification, any information is found to be incorrect or misleading, IREL shall have the right to reject our quotation and take appropriate action as deemed fit.

We also undertake to produce original documents for verification as and when required by IREL and shall provide any additional information that may be sought by IREL for evaluation of our quotation.

We acknowledge the right of IREL to accept or reject any or all quotations without assigning any reason and waive our right to challenge such decision on any grounds whatsoever.

We further certify that we shall comply with all applicable laws and ethical standards and that no person acting for us or on our behalf shall engage in any corrupt, fraudulent, coercive, or undesirable practices in connection with this RFQ process.

We understand that IREL may cancel the RFQ process at any stage and that IREL is not bound to appoint any Transaction Advisor, without incurring any liability to the participating agencies.

We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever otherwise, arising to challenge or question any decision taken by IREL, in connection with the selection of Transaction Advisor or in connection with the Selection Process itself in respect of the above-mentioned Project.

We agree and undertake to abide by all the terms and conditions of the RFQ document.

We, now, request your good self to kindly consider us for the above

**Thanking you,**

**Yours sincerely,**

**(Signature of the Party with seal)**

### Annexure-3

#### PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(to be issued from a scheduled bank)

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, Opp. to Siddhivinayak Temple, 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 fulfilment of the terms and conditions of the contract, and

whereas the supplier has chosen to submit a Bank Guarantee till completion of the guarantee period. We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL 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 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 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 presents being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL 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 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 against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL 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. Notwithstanding anything to the contrary contained herein before:

1. Our Liability under this Bank Guarantee shall not exceed and restricted to Rs ..... (in words)
2. This Bank Guarantee shall be valid upto ....., unless extended on demand.
3. The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before ..... (Three months from the expiry of Guarantee period)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Bank .

(Signature with name in Block letters with designation,

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

Bank's Common seal

## Annexure-4

### Format of Secrecy Agreement

[Secrecy Agreement to be executed on a Non-Judiciary Stamp paper of Rs.500/-]

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between IREL (INDIA) LIMITED., a company incorporated under Indian Companies Act having its registered office at Plot No.1207, , Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called “IREL”) on one part and \_\_\_\_\_, a company duly incorporated under \_\_\_\_\_, with its registered office \_\_\_\_\_ (hereinafter called \_\_\_\_\_) includes its successors and permitted assigns, on the other part.

#### WITNESSETH:

**WHEREAS**, IREL intends to engage a Transaction Advisor for its Brahmagiri projects

**WHEREAS** \_\_\_\_\_ require information relating to the Brahmagiri projects to be undertaken by IREL.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term “Confidential Information” means:
  - (1) All details supplied by IREL on technical, commercial, and other information and data on the Process.
  - (2) All details supplied by IREL on technical, commercial, and other information and data relating to the products.
2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
  - (i) at the time of its disclosure hereunder is in the public domain,
  - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder (“Receiving party”) (but only after it is published or otherwise becomes part of the public domain),
  - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
  - (iv) was received by the Receiving Party after the time of disclosure by a party hereto (“Disclosing Party”) hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
4. Upon request of IREL, ----- shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with IREL.

1. For \_\_\_\_\_

2. For IREL (India) Limited

Witness:

Witness:

(Name)  
Designation

(Name)  
Designation

(Name)  
Designation.

(Name)  
Designation