



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(Formerly INDIAN RARE EARTHS LIMITED)

(भारत सरकार का उपक्रम/A Govt. of India Undertaking)

उड़ीसा सैंड्स कोम्प्लेक्स /Orissa Sands Complex, माटिखालो-761045

(गंजाम),ओडिशा/Matikhalo- 761 045 (Ganjam Dist) Odisha

फोन/Ph : (06811) 257890-257895; फैक्स /Fax : (06811) 257988

e-mail : purchase-os@irel.co.in / headireo@sancharnet.in

पावती के साथ पंजीकृत डाक/कोरियर/स्पीड पोस्ट

Regd. Post with Ad/ Courier/ Speed Post

निविदा के लिए निमंत्रण/INVITATION TO TENDER

सेव में/To	निविदा संदर्भ/Tender Ref:	OSCOM/SOP/36/P/02278 Dated 23/04/2020			
मेसर्स/M/s.	देय तिथि/Due date	16 दिन DD	06 महीना MM	2020 वर्ष YYYY	14.30 बजे तक प्राप्त किया जाएगा तथा 15.00 बजे खोला जाएगा । Receipt up to 14.30 hrs and opening at 15.00 hrs.
	लिफाफा के ऊपर उपर्युक्त संदर्भ एवं देय तिथि सूचित न करने पर उद्घरण रद्द किया जाएगा । Quotation will be rejected unless the above reference and due date is clearly specified on the top of the envelope.				
	निविदा का अनुमानित मूल्य रुपयों में/Estimated value of the tender in Rs				75,000/-
	निविदा प्रपत्र लागत निविदा के लिए (टीडीसी) रुपयों में लागू Tender Document cost (TDC) applicable for the tender in Rs				NIL
	बयाना जमा राशि निविदा के लिए (ईएमडी) रुपयों में लागू Earnest Money Deposit (EMD) applicable for the tender in Rs				NIL
	निविदा के लिए सुरक्षा जमा लागू या नहीं Security Deposit applicable for the tender or not				NA

प्रिय महोदय/Dear Sirs,

कृपया आपके बंद उद्घरण की दो प्रतियाँ निम्न लिखित भंडार को संलग्न नियम एवं शर्तों के अनुसार एवं सही समय पर प्रस्तुत करें ।

Please submit your sealed quotation in duplicate for the under mentioned stores as per the terms and conditions enclosed herewith on or before the due date and time of submission:

क्र.सं Sl. No.	मद का विवरण Item Description	यूनिट Unit	मात्रा Quantity	रुपयों में दर Rate in Rs	रुपयों में राशि Amount in Rs
01.	Wood Charcoal Size Range: 0.5 mm to 25 mm. Packed in 25 Kg bags	Kgs	2000		

➤ Tenderer has to provide GST NO, HSN Code & update GST rate as above items.

NB:

- यदि कुछ फर्म के उद्घरण में प्रभार/विचार "नहीं" लिखा तो बोल को प्रतिकूल माना जाएगा तथा उसे तुलनात्मक विवरण के लिए विचार नहीं किया जाएगा ।
If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and should not be considered for comparative statement.
- इस निविदा प्रलेख में निविदा के लिए निमंत्रण का नियम एवं शर्तों की अनुलग्नक-1, "मूल्य सूची", निविदाकरण

Signature of the tenderer

में आचार-शत्रु निहित है । निविदाकार द्वारा प्रस्तुत करने वाले उत्तरदायित्व पत्र, ठेके का सामान्य नियम एवं एमडी के लिए बीजी फॉर्मेट एवं एसडी प्रस्तुतीकरण निहित है । अपेक्षित प्रलेख भर्ती करने से पहले निविदाकार संबंधित कागजातों को पढ़ना चाहिए ।

This tender document consists of Annexure to Invitation to tender detailing terms and conditions, Annexure- I “Price Schedule”, Ethics in tendering, Undertaking to be submitted by the tenderer , General Conditions of the Contract and the BG formats for EMD and SD submission. The tenderer has to go through the same before filling up the required documents.

- (iii) इस निविदा प्रलेख में निविदाकार हस्ताक्षर करके प्रस्ताव के साथ प्रस्तुत करना चाहिए । यदि कुछ विचलन है तो वह विषय शर्तों का संलग्न फॉर्मेट 14.0 में सूचित करें ।

The tender document should be signed by the tender and submitted along with the offer. In case of any deviations, the same is to be listed as per the format enclosed in 14.0 of “Terms & Conditions”.

- (iv) जो पार्टी हमारे अनुमोदित विक्रेता सूची में पंजीकृत नहीं किया वह पार्टी हमारे वेब-साइट <http://irel.co.in> में उपलब्ध विक्रेता पंजीकरण फॉर्म को डाउनलोड करके सूचीबद्ध करें या हमारे ई-मेल purchase-os@irel.co.in ; headireo@sancharnet.in में विक्रेता पंजीकरण फॉर्म भेजने के लिए अनुरोध करें, मूल्यांकन के लिए भर्ती आवेदन पत्र, प्रत्यय पत्रों के साथ तथा सभी संबंधित प्रलेख वरिष्ठ प्रबंधक (सामग्री), इंडियन रेअर अर्थ्स लिमिटेड, ऑसकॉम डाक:माटिखालो, जिला : गंजाम, ओडिशा को अग्रसारित करें । नये विक्रेताओं के प्रत्येक पत्रों को निविदा शर्तों के अनुसार मूल्यांकन के बाद आईआरईएल के पास स्वीकृत/अस्वीकृत करने का अधिकार आरक्षित होगा ।

Parties who are not registered in our approved Vendor list may get themselves enlisted downloading Vendor Registration form available in our website <http://irel.co.in> or can send request for sending vendor registration form in our Email purchase-os@irel.co.in ; headireo@sancharnet.in. Filled in application form along with the credentials and all relevant documents are to be forwarded to SM(Materials), IREL (India) Limited, OSCOM , PO- Matikhalo, Dist-Ganjam, ODISHA for evaluation. IREL (India) Limited reserves the right to accept/ reject the offers of new vendors after evaluation of the credentials along with other tender terms and conditions.

- (v) फेक्स/ई-मेल में प्रस्ताव भेजने के मांग को छोड़कर बाकी मामलों में फेक्स/ई-मेल में प्रस्ताव भेजने पर प्रस्ताव पर विचार नहीं किया जाएगा ।

Fax/Email offer will not be considered except in cases wherein it has been called for Fax/Email offers.

- (vi) सील एवं मार्किंग या अपेक्षित टीडीसी/ईएमडी के बिना प्राप्त निविदा, या लिफाफे के अंदर की प्रस्ताव के साथ टीडीसी/ईएमडी का विवरण लिफाफे के ऊपर उत्कीर्ण न करने पर आईआरईएल के पास प्रस्ताव को अस्वीकृत करने का अधिकार आरक्षित होगा । कृपया निविदा के नियंत्रण का अनुलग्नक का क्रमांक 3, 5 एवं 6 का अवलोकन करें ।

IREL (India) Limited reserves the right to reject the tender received without clear sealing & marking, without requisite TDC/ EMD OR in case the envelop containing the offers is not superscribed with the details of TDC/EMD enclosed therein. Pl. refer SI No. 3, 5 & 6 of “Annexure to Invitation to tender”.

बोली के लिए जारी/ISSUED FOR BIDDING

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

हस्ता/वरिष्ठ प्रबंधक(सामग्री)/-Sd/- I/C,(Purchase)

General Terms & Conditions

- 1. Submission of Offer:** The sealed envelope containing the quotations submitted by the tenderers **should be superscribed with the Enquiry no, the due date of opening and Name and Address of the Tenderer** or else the quotation will be rejected. Tenderers should note that the tenders are to be sent by Post/ Courier/ dropped in the **Limited Tender Box** located at the entrance of Purchase Department in Administrative Building, PO. - Matikhalo, Dist. Ganjam, Odisha. Separate sealed envelope should be submitted for different tenders or else the quotation would be rejected. Also it is to be ensured by the tenderer that offer is submitted before the due date and time. The tendered rates and amount shall be preferably type written / in ink and in English both in figures and in words. In case of any discrepancy between rates and amounts, only the rate will govern. In the case of discrepancy between the figures and words, only the words will govern. All alterations and corrections shall be date initialed and dated by the tenderer. No erasers or over writings are permissible.
- 2. Terms of Price:** The prices should be quoted on **IREL (India) Limited Stores** basis only. Bidder must submit his bid strictly according to the given format.
- 3. Validity of Offer:** Prices quoted should remain valid for a minimum period of **90 days** from the due date of tender. Offer is liable to be rejected if the validity of offer is less than the minimum period specified.
- 4. Payment Terms:** Our standard payment term is “100% payment within thirty (30) days on receipt of materials along with the documents at our Central Stores against acceptance through RTGS/NEFT. (Please mention RTGS/NEFT details in your invoice for mode of payment).
- 5. Guarantee Provision:** The party has to provide guarantee certificate of hoses against manufacturing defects or bad workmanship for a period of 12 months from the date of installation or 18 months from the date of supply whichever is earlier.
- 6. Price Preference to MSE's :** Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)
- 7. Basis of Evaluation:** Unless provided for otherwise; bids shall be evaluated to arrive at L1(Lowest) status considering the landed cost net of GSTIN credit for placement of order among those bidders whose offers are techno-commercially acceptable to IREL (India) Limited.
 - i) IREL (India) Limited reserves the right to place order on overall lowest basis/ item wise lowest basis to its advantage.
 - ii) Loading of 12% per annum will be considered for evaluation if payment terms differs from our standard payment terms mentioned in point no4.
 - iii) Suitable Loading towards transportation will be done if offer is given other than IREL (India) Limited Stores basis as per the rate contract prevalent with IREL (India) Limited and insurance will be loaded as per IREL (India) Limited's underwriter's terms.
 - iv) If supplier is a Non – GSTIN Entity and has not mentioned any Tax, applicable GST will be loaded as Reverse Charge.
 - v) IREL (India) Limited reserves the right to reject any or all tenders wholly or in part without assigning any reasons thereof and no tenderer shall have any claim over such action.
- 8. Risk Purchase Clause :** After award of the contract, if the successful tenderer fails to execute the contract or at any time repudiates the order, IREL (India) Limited have the right to forfeit the EMD and invoke the security deposit and execute the contract from other agencies at the risk and cost of the successful tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the successful tenderer along with other incidental charges. In case of execution of work through alternative sources and if price is lower, no benefit on this account will be passed on to the successful tenderer
- 9. Unsigned Offer:** In case any unsigned offer is received, written confirmation from the bidder for ascertaining genuineness of such bid shall be taken without any change in the techno commercial terms immediately by us. In case of refusal/no response within a specified time to sign the bid, IREL (India) Limited reserves the right to reject the tender.

Signature of the tenderer

- 10. Communication of Non-participation & No response:** In case you choose not to participate in the tender, a **Regret letter** by way of FAX/ letter/ E-mail is to be submitted well before the due date duly super scribing “**Regret**” and tender ref no., with date & due date on the envelope.
- 11. Counter terms and conditions of tenderer:** Where counter terms and conditions have been offered by the tenderer, the same shall not be deemed to have been accepted by IREL (India) Limited unless specific written acceptance thereof is given by IREL (India) Limited.
- 12. Method of black listing vendors:** Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors name from approved list of vendors. Bidder is liable to be black listed 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.
The black listed vendor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.
- 13. Time of Completion and Force Majeure:** The time stipulated for dispatch, delivery, or completion as the case may be, starts from the day the Supplier receives the IREL ((India) Limited's Purchase Order or from any other date specifically stipulated in the contract agreement. Should progress or delivery be delayed by strikes, lockouts, fire, accidents, acts of god, or any cause whatsoever beyond the reasonable control of the Supplier, suitable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three months, the two parties shall consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of one month from the expiry of the three months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above-mentioned expiry of the contract will imply that both the parties have the obligation to reach agreement regarding the winding up and final settlement of the contract.
- 14. Liquidated Damages :** Liquidated Damages (LD) shall be levied where reasons are attributable to supplier for delays in execution of purchase order. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply for each week of delay subject to a maximum of 5% of the total value of contract.
Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD shall be imposed on total value, in such cases. 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.
- 15. Rejection of offers;** The tenders shall be liable for rejection in case of following:
a. Non-submission of samples, if asked for.
b. If the offers are received after the due date & time and/or by FAX/E-mail (unless specified otherwise).
c. If the offers are received in open condition
d. If the offers deviate from our tender conditions as specified above.
- 16. Arbitration :** All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL (India) Limited and the Authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration. The provisions of The Arbitration & Conciliation Act 2015, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL (India) Limited unit where the contract is executed.
- 17. 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.
- 18. Transportation :** For terms of delivery as: FOR Site/ Destination, it is not mandatory for the Supplier to book the materials through our authorized transporter. The responsibility lies with the Supplier for timely delivery of the ordered materials & also for transit insurance. However, for terms of Delivery as: Ex-works, the supplier has to book the material through IREL (India) Limited authorized Transporter only/ any other mode as specified in the Purchase Order. Until certified as conforming to the PO on inspection at its Stores, IREL (India) Limited shall not deem to have accepted the goods/ Supplier deem to have delivered the goods as per P.O. IREL (India) Limited reserves the right not to accept the materials received beyond scheduled date of delivery.
- 19. Repeat Orders :** For meeting the increased requirements which were not foreseen at the time of placement of orders, IREL (India) Limited reserves the right to place repeat purchase orders on the same party for the same item with the same terms and conditions within a period of 12 months of the original order.
- 20.** In a tender, either the Indian agent on behalf of the Principal / OEM or principal / OEM itself can bid. But both cannot bid simultaneously for the same item / product in the same tender.
- 21.** The offers submitted by the dealers must accompany valid authorized dealership certificate.
- 22.** All drawings, sketches and samples, if any sent with this enquiry, must be returned along with the quotation.
- 23.** Thickness of the packing material, if polythene, should be more than 20 microns.
- 24.** MSDS (Material Safety Data Sheet) should be made available, wherever required, along with transport of materials, if hazardous.

25. Valid PUC (Pollution Under Check) certificate as per Motor Vehicle Act should be available in all vehicles entering our premises.
26. Payment of Taxes is primarily the responsibility of the seller and will not be paid unless it is clearly mentioned in the offer. Any change in taxation during the tenure of contract, will be as per applicable statute.
27. Our GSTIN Registration No. **21AAACI2799F1ZQ**.
28. The tenders and the corrigendum's are available in our website <http://irel.co.in> and <http://tenders.gov.in>. Bidders are requested to visit the same regularly for details. The status of the tenders are also hosted in the website.
29. Only the Civil Courts of Chatrapur- 761 020, Dist. Ganjam (Orissa) subject to Arbitration Clause shall be the jurisdiction to deal with and decide upon any legal matters of dispute whatsoever arising out of this tender.

ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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

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

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

Chairman & MD IREL (India) Limited, 1207, VS Marg, Prabhadevi Mumbai – 400 028. Ph. 022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited, 1207, VS Marg, Prabhadevi Mumbai – 400 028 Ph. +91 22 2422 0613, +91 22 24221068 Email: cvo@irel.co.in
Or CGM & Head, OSCOM IREL (India) Limited, OSCOM Email : headireo@sancharnet.in	

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

Thanking you,

For IREL (India) Limited,
sd/-
CGM & HEAD, OSCOM

Signature of the tenderer

UNDERTAKING

Date:

To,

M/s. IREL (India) Limited,
(Formerly Indian Rare Earths Limited)
OSCOM, Matikhalo

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

I/We agree and undertake:

- (i) Not to provide any gift and/or inducement to any employee of the Company in connection with securing/being granted favour (s) in my/our dealings with the Company and its field Unit namely OSCOM unit at Odisha.
- (ii) To immediately report any gift and/or inducement sought by any employee of the company in exchange of the Company and/or its field Units granting favour (s) to me/us in my/our dealings with the Company and/or its field Units.

Signature:.....

Name:.....

Title:.....

Name of the Company & Address (with Seal):.....