



IREL (India) Limited

(भारत सरकार का उपक्रम / A Govt. of India Undertaking)
 ऑसकॉम, माटिखालो (डाक)/OSCOM, Matikhalo (PO) 761045

छत्रपुर, गंजाम, ओडिशा / Chatrapur, Ganjam, Odisha

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ई-मेल/ e-mail : purchase-os@irel.co.in वेब साइट/Website : <http://irel.co.in>

An ISO 9001, ISO 14001, OSHAS 18001 Certified Unit

Schedule Of Tender

Tender No.	OSCOM/SOP/10/O/02026 dated 16/03/2020
Item/ Job Description	Supply of 110 V / 100Ah Battery bank.
E tender Ref	IREL/GANJAM/20-21/ET/
Tendering Mode E-Procurement System of MSTC Ltd http://www.mstcecommerce.com/eprochome/irel	Open tender invited in two parts
Date of Starting of e-Tender	30/05/2020 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Supply	Rs 2,48,862/-
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	15/06/2020 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	15/06/2020 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Transaction Fee (Refundable & payable to MSTC). Bidders may pl. note that transaction fee is to be paid by them but the same shall be reimbursed back to them after finalization of tender	Rs 1,180/- Refer Annexure I
Earnest Money Deposit (EMD) : Refundable & Payable to IREL	Rs. 5,000/- Refer Annexure I
Validity of Tender	90 days from date of opening of Techno-Commercial bid
Delivery/Completion Period	45 days from the date of issue of Order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VII	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno Commercial Response Price Bid Formats

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

We **OSCOM unit of IREL(India)Limited** shall be utilising the e-procurement service of **MSTC Limited**, A Government of India Company having its registered office at 225-C, AJC Bose Road, Kolkata- 700 020 for enabling us to procure goods, services and works. We shall be utilising their portal for e-tendering which means sending requests for information and prices to suppliers and receiving the responses of suppliers using Internet Technology.

IREL(India)Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through [http://www.mstcecommerce.com/eprochome/IREL\(India\)Limited](http://www.mstcecommerce.com/eprochome/IREL(India)Limited) of MSTC Ltd.).

Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.


Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(India)Limited, OSCOM.

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

1.0 Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/IREL\(India\)Limited](http://www.mstcecommerce.com/eprochome/IREL(India)Limited)

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

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

***Contact person of Tendering Authority
(IREL(India)Limited, OSCOM Unit)***

N A M E	email-id	Landline No.	Mobile No.
Shri K V Ramakrishna, DGM (Purchase)	purchase-os@irel.co.in	06811-257890 - 95 Extn 150	+91 8763345230
Shri G P Nair CM (Purchase)	n.padmanabhan@irel.co.in	06811-257890 - 95 Extn 150	+91 9400363869

Contact details of MSTC Bhubaneswar Officials:

Mr. Keshav Arora, Management Trainee MSTC Ltd.
8th FLOOR, IDCO TOWER,
JANAPATH ROAD, UNIT-9,
BHUBANESWAR-751022, ODISHA
TEL-(0674)- 2544199/2950091
Email: karora@mstcindia.co.in
Mob. No.9830430434

2.0 System Requirement:

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

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

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

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

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

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprchome/irel.. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

3.0 Special Note towards Transaction fee:

i. Transaction fees :


MSTC shall collect **non-refundable** transaction fees @ **0.05% of the estimated value of Supply/ Works/ Services per event** from all the participating vendors subject to **minimum of Rs 1000/-** and **maximum of Rs 15,000/- per event per vendor**. Service Tax is to be paid extra as applicable on the transaction fees by the vendors.

- ii. An event shall be construed as an e-tender irrespective of the nos. of items / jobs being procured through the same.
- iii. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- iv. The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the

payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

- v. **Transaction fee will be refunded to the bidders by IREL(India)Limited within 30 days of opening of bids.**
- vi. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
- vii. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Viii Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- ix E-tender cannot be accessed after the due date and time mentioned in NIT.

4.0 Bidding in e-tender :

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

- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation to the technical and commercial terms & conditions are allowed.
- p) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

5.0 Bidders may please note that payment of **Earnest money deposit (EMD)** is to be made to IREL(India)Limited **separately** through RTGS / NEFT as per details given below:

Account Name : IREL(India)Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : purchase-os@irel.co.in

6.0 **Additional information for bidders:**

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL(INDIA)LIMITED as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eprochome/IREL\(India\)Limited](http://www.mstcecommerce.com/eprochome/IREL(India)Limited) of MSTC Ltd.
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- (vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**
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. 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. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site. The website www.mstcecommerce.com/eprochome/IREL of MSTC Ltd. may please be referred to.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL (India)LIMITED will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL(India)Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL(India)Limited shall not have any liability to bidders for any interruption or delay in access to the MSTC portal irrespective of the cause. In such cases, the decision of IREL(India)Limited shall be binding on the bidders.

In case of any clarification w.r.t registration / usage of portal for e-tendering, vendor's manual for guidance can be downloaded from the following link:

<http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>

or

MSTC/ IREL(India)Limited officials may please be contacted:

7.0 Earnest Money Deposit:

7.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.

7.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.

7.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.

7.4 EMD can also be remitted by way of NEFT / Demand Draft/ Bankers cheque drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

7.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited / Reserve Bank of India which has

to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

7.6 Exemption from payment of EMD:

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL(India)Limited reserves the right to reject the tender.

7.7 The earnest money shall be dealt with as follows:

- i) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL(India)Limited.
- ii) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

7.8 EMD is liable to be forfeited if:

- i) The tenderer indulges himself in any undesirable practice or malpractice.
- ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s.IREL(India)Limited.
- iii. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s IREL(India)Limited.
- iv. The successful tenderer does not deposit the security deposit within the stipulated period.
- v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

8.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

8.1 The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the order or before commencement of work at site, whichever is earlier. The same is to be forwarded to CM(Materials), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

8.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at the discretion of IREL(India)Limited.

8.3 FORFEITURE OF SECURITY DEPOSIT

The SD money 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 Supplier/ 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 Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

9.0 PRICE PREFERENCE CLAUSES

9.1 Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India)Limited.

9.2 CONDITIONS FOR START-UP COMPANIES

1. Subject to meeting of Quality and Technical specifications, IREL (India) Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2.The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.

4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL(INDIA)LIMITED (India) Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

9.3 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

e)
We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory

(With Company Seal & Signature)

9.4 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

9.5 In case tendered item/job is non-splitable or non- dividable (specified in Bid Data Sheet) , MSE quoting lowest price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL(India)Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

10.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL(INDIA)LIMITED for rejection of his bid.
- (ii) The bid shall be valid for a period as mentioned in the Schedule of Tender.

11.0 RIGHT TO REJECT THE TENDER:

- (a) IREL(INDIA)LIMITED reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL (India) Limited. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL (India) Limited. The tenderers on their part shall accept such part offered by IREL(INDIA)LIMITED. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

12.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

13.0 INSPECTION OF SITE AND OTHER CONDITIONS:

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL(INDIA)LIMITED and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL(India)Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

14.0 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.

15.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender 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 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.

16.0 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.

17.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase-os@irel.co.in.

18.0 **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

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.

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 IREL (India) Limited should be immediately reported to any one of the following:

Sri D Singh, Chairman & MD IREL (India) Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.gov.in	Chief Vigilance Officer IREL (India) Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.gov.in
or Shri A J Janarthan, CGM & Head, OSCOM, IREL (India) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sanchamnet.in	

We assure you those 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 under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For IREL (India) Limited,

S/d

DGM (Purchase)

19.0

UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

**M/s. IREL (India) Limited
OSCOM, Matikhalo-761045.**

I/ We.....am/are a Vendor/ Customer of IREL (India) Limited.

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 at Orissa,
- (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:.....

Address (with seal):.....

20. DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
General Information						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(INDIA)LIMITED,OSCOM					
Pre qualification Documents : Technical Competence – execution of similar works						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						
Pre qualification Documents : Financial Competence						
	Profit & Loss Account or Published Annual Account		2017-18	2018-19	Documents uploaded	
1	Turnover in Rs Income from operations					
Details of Other documents uploaded						
1						
2						

PRE-QUALIFICATION CRITERIA

- a) Party should be Original Equipment Manufacturer (OEM) or their authorised dealer of battery of **Make : Amar Raja / Exide / Amco / Amaron / Rocket only.**
(Valid Authorisation letter/ certificate are to be submitted along with the offer)
- b) Party should have successfully executed supply of Battery bank during **last 3 years ending March 2020.** Documentary evidence towards the same such as copy of Purchase Order, Tax Invoice/Performance Certificate/Commissioning report to be submitted by the Party.
- c) Party shall submit copies of last 2 years Income Tax Return (ITR) or statement of Profit & Loss and Balance sheet, towards proof of their financial standing (Startup Units are exempted from submitting financial standing).

EVALUATION BASIS FOR TENDER:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL (India) Limited, OSCOM.
- Evaluation shall be done on overall L-1 basis after taking net off Input Tax Credit.
- MSME and startup enterprises shall be allowed relaxation on prior experience and turnover as per policy circular 1(2)(1) 2016-MA dated:10th March 2016.Provided they can prove that they are technically capable to deliver as per quality Specification

GENERAL CONDITIONS OF CONTRACT**1.0 PURPOSE:**

1.1 This document shall accompany and be a part of the contract entered into by Indian Rare Earths Limited.

1.2 These general conditions are complementary to the Tender Documents, Drawings, Specifications, etc. Anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

2.0 DEFINITIONS:

2.1 The following terms or expressions as used in the tender document shall have the meanings defined hereunder:

Purchaser/ Company	The 'Purchaser/Company' shall mean IREL (INDIA) LIMITED , incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkar marg, Prabhadevi, Mumbai-400028.
Contractor/ Supplier	The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.
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 heirs, executors, administrators, representatives and assignees approved by the Purchaser.
Contract	The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.
Engineer-in- Charge (EIC)	The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.
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.
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
Letter of Intent (LOI)	The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.
HO/CO	The term "HO/CO" shall mean Head Office /Corporate Office,1207 VS Marg, Prabhadevi, Mumbai-400028.
Site	The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

2.0 SINGULAR AND PLURAL

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. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

3.0 STANDARDS

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

4.0 CORRESPONDENCE:

4.1 All correspondence between the parties involved in the contract including written notations on drawings etc. shall be in **English/Hindi** language only

4.2 The contractee /engineer/ inspector designates the following address:

**IREL (INDIA) Limited,
(Orissa Sands Complex)
P.O. Matikhalo-761045,
Dist-Ganjam, Orissa, INDIA**

5.0 DEATH, BANKRUPTCY ETC.:

If the Supplier 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 Supplier or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Supplier or his successors of his or their obligations under the contract under any circumstances. IREL may terminate the Contract by notice in writing to the Contractor.

6.0 ASSIGNMENT AND SUBLETTING:

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

7.0 FORCE MAJEURE:

- (i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL/ Supplier either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- (ii) If there is delay in performance or other failures by the supplier 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.

- (i) If a Force Majeure situation arises, the supplier 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, 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.
- (ii) 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, either party may at its option terminate the contract without any financial repercussion on either side.

8.0 Performance test

The Supplier shall be responsible for carrying out tests on the items to be supplied by him and/or procured by IREL as indicated in the Technical specifications covered in this Tender document, in the presence of IREL's representative only at IREL's option. On the satisfactory completion of the performance test, IREL will issue an Acceptance certificate on written request from the Supplier and give clearance for dispatch.

9.0 PATENT INFRINGEMENT AND INDEMNITY:

9.1 Patent Infringement:

The Supplier shall protect, indemnify and save harmless to IREL, 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 or the use thereof in India for the purchase for which it is furnished, or the sale by IREL, 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.

- 9.2 IREL 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 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 the IREL'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, 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 will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

9.3 Indemnity:

The Supplier assumes responsibility for, and shall indemnify and save harmless to IREL, Engineer-in-Charge, or their officers or employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are, or may be required with respect to any breach of the Suppliers obligations under this contract, or for which the Supplier has assumed responsibility under this contract, including those imposed under any contract,

local or national law or laws, or in respect to all salaries, wages, or other compensation of all persons employed by Supplier or his sub-contractors or suppliers in connection with the performance of any work covered by the contract. The Supplier shall execute, deliver and shall cause his sub-contractors and suppliers to execute and deliver, such other further instruments and to comply with such requirements of such laws, and regulations as may be necessary there under to confirm and effectuate this contract and to protect IREL, Engineer-in- Charge, or their officers or employees.

10.0 Alteration of specifications, patterns and drawings:

During the progress of the work, IREL may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between Supplier and IREL. Such changes shall not invalidate the Contract. The Supplier shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by IREL. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of IREL, in the cost, shall be final and conclusive.

11.0 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. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. However, Our Competent Authority can revoke any black listing order subject to adequate justification for the same.

Further, our Competent Authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraws his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority 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.

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.

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.

12.0 **ARBITRATION**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL and the 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, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL unit where the contract is executed.

13.0 **CANCELLATION**

IREL reserves the right to cancel the Purchase 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;

- a. Successful tenderer fails to comply with the terms of the purchase order.
- b. Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- c. Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- d. Successful tenderer becomes bankrupt or goes into liquidation.
- e. 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 Purchase order and matters connected with it. IREL 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 security deposit, if any, submitted by the successful tenderer against the contract.

14.0 **NOTICES:**

14.1 Any notice to be given to the successful bidder under the terms of the contract shall be deemed as served, if the said notice is handed over to successful bidder's site representative and duly acknowledged or sent by registered post to or left at the successful bidder's principal place of business or if the successful bidder is a registered body at its registered office or at the site or left at the successful bidder's last known address.

14.2 Any notice to be given to IREL under the terms of this contract shall be deemed as served if the said notice is sent by registered post to the CGM & Head, OSCOM, IREL, Matikhalo-761045, Ganjam District, Odisha, India

15.0 **GENERAL:**

Should any conditions in the General Conditions of contract be contrary to the Special Conditions of the contract such Special Conditions of contract shall prevail.

SPECIAL CONDITIONS OF CONTRACT

1.0 Prices:

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at our works at OSCOM Matikhalo, Odisha. GST as applicable is to be considered as per the Price Schedule of the tender document.

2.0 Payment terms:

Our payment terms are 100% against clear invoice for payment within 30 days from the date of receipt of materials along with all relevant documents at our Central Stores against acceptance. NO advance payment will be made under any circumstances. Interest @ 12% will be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms. Payment shall be made by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

3.0 Time period of supply: Time is the essence of contract and delivery must be strictly adhered to as per the delivery schedule. The entire quantity is to be supplied as per our delivery schedule.

The delivery schedule shall be within **45 days** from the date of issue of the Purchase order.

4.0 Liquidated damages:

If delivery is not made within the due date as mentioned in the purchase order liquidated damages @ 0.5 % (half percent) per week or part thereof on the value of the unfinished supply for each of week of delay subject to a maximum of 5% (five percent) of the total order value shall be imposed. Indian Rare Earths Ltd. reserves the right for procurement of ordered material from alternate sources at the supplier's risk and cost in case the delivery of the goods is not made within the due delivery date. The liquidated damages will be recovered from any outstanding bills or amount due to the successful bidder.

5.0 MODE OF PAYMENT:

The payment shall be released after deducting the following:

- (a) Compensation recoverable if any.
- (b) LD recoverable, if any.
- (c) Recoveries on account of contractee's facilities and services, if any.
- (d) Deduction, if any, towards re-coupmnt of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) All Statutory deduction, if any, as per rules.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.

TECHNICAL SPECIFICATION

Acceptable Makes: Amar Raja / Exide / Amco / Amaron / Rocket only .

Supply of 110V/100Ah @ 1.75ECV Battery Bank consisting of 2V/100Ah – 55 nos. This should be maintenance free valve regulated Lead acid battery in fire retardant container & cover with safety valve (self releasing, pressure regulated, explosion proof) supplied in fully charged condition along with connectors, acid resistant M.S. Racks and other accessories in complete.

Buyback of old batteries (consisting of 55 nos. of 2V/100 Ah maintenance free pocket make batteries.

Note:

1. Guarantee/ Warranty:- The supplied item shall have minimum guarantee/warranty period of 24 months from the date of commissioning at our site
2. OEM or their authorized dealer can supply. Party has to submit valid dealership/ Distributor certificate from the OEM along with his offer, otherwise offer shall not be considered.
3. The party shall enclose technical particulars from the original equipment manufacturer along with his offer.

Techno- Commercial Terms for response by the participating bidders:

SI No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable	AGREE
2	Bidder should 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 at Orissa,	AGREE
3	Bidder should agree 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.	AGREE
4	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	AGREE
5	Bidder agrees to supply the materials strictly as per the technical specifications	AGREE
6	Bidder agrees to supply the materials on FOR Destination basis .	AGREE with remarks
7	Bidder agrees to submit Valid Dealership Certificate at the time of offer as per the technical specification	AGREE
8	Bidder agrees to special conditions of contract.	AGREE with remarks
9	Bidder agrees to upload details of EMD paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	AGREE
10	Bidder agrees to upload the signed scanned copy of the Undertaking & tenderer details as called for in Annexure-I (20 & 21)	AGREE
11	Bidder shall upload the following details Name & Designation of the Contact person Address Phone no Email	Remarks

SCHEDULE OF PRICE

SL NO	ITEM DESCRIPTION	Unit	Qty	Unit Rate In (Rs.)	Total (a-b) +{(a-b) * c/100}
1.	Unit rate towards the supply of 110V/ 100Ah Battery bank as per technical Specification	set	01	a	
2.	Charges existing used 55 nos. of 2V/100Ah maintenance free Rocket make batteries (buy back value) as per technical specification.	set	01	b	
3.	GST in %			c	

- Tax should be mentioned in % only
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s Indian Rare Earths 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 – 400028, India (herein after referred to as IREL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

We _____ Bank further agree with the IREL that the 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 NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Dated the _____ day of _____ 2016

_____ Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s Indian rare Earths 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 fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL 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. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

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 present being absolute and unequivocal.

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

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL 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 six 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 relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Dated the _____ day of _____ 2016

_____ Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

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 Indian rare Earths 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 the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being ____% (____percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the 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 by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

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

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL 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 bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the IREL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six 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 distributions 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 relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of 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 bidder.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Dated the _____ day of _____ 2016

Bank
(Signature with name in Block letters with designation,
Attorney as per distribution of Attorney No. _____ dt. _____)
Bank's Common seal

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ 20__ between M/s INDIAN RARE EARTHS LIMITED (hereinafter referred to as contractee) and M/s _____ (hereinafter referred to as contractor, which expression shall include its successors and assigns) of the other part, WHEREAS the contractee is desirous that certain work should be carried out Viz _____ as envisaged in the Tender No: _____ and contractee has accepted a Tender by the contractor for “ _____ ”

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of contract (GCOC).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - 1 Purchase Order (PO)
 - 2 Letter of intent (LOI)
 - 3 Contractors tender letter no. _____ dt. _____ to the extent accepted by IREL
 - 4 Special Conditions of contract.(SCOC)
 - 5 Technical Specifications
 - 6 Drawings (if any)
 - 7 General Conditions of contract. (GCOC)
 - 8 Invitation to Tender (NIT)
3. In consideration of the payments to be made by the contractee to the contractor as hereinafter mentioned, the contractor hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The contractee hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract
5. The contract will be deemed to have been entered into at Indian Rare Earths Limited, Matikhalo-761045 (Ganjam) and all cases of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Chatrapur Court, Ganjam District (ODISHA). The contract shall be governed by the Indian Law for the time being in force.
6. The several parts of this contract have been read to us and fully understood by us.
AS WITNESS our hands this _____ day of _____ 20__.

Signed by the said in the presence of

Contractee (at Matikhalo, Dist-Ganjam, ODISHA)

Signed by the said in the presence of

Contractor (at Matikhalo Dist-Ganjam, ODISHA)