



आईआरईएल (इंडिया) लिमिटेड IREL (India) Ltd

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

रेअर अर्थ्स प्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

Phones: +91 484 2545062 - 65 Fax: +91 484 2545269,

email: purchase-red@irel.co.in



ISO 9001:2015,

ISO 14001:2015 &
OHSAS 18001:2007

इरेआIRE/रेअप्रRED/क्रP/Co/5/07/20

June 05, 2020

TENDER DOCUMENT FOR ANNUAL RATE CONTRACT (ARC) FOR VINYL SHEET AND REFLECTING SHEET AT IREL, UDYOGAMANDAL, ERNAKULAM DISTRICT, KERALA

SCHEDULE OF TENDER (SOT)

निविदा नं. Tender No./तारीख Date	इरेआIRE/रेअप्रRED/क्रP/Co/5/07/20 dt. 05.06.2020
मोहर्बंद निविदा की प्राप्ति की अंतिम समय एवं तारीख Last time & date of receipt of sealed tender	10.30 hrs on 25.06.2020
निविदा खोलने की समय एवं तारीख Time & date of opening of Techno Commercial Bid	11.00 hrs on 25.06.2020
निविदा खुलने की जगह Place of opening of tender	Purchase Dept., IREL, Udyogamandal
निविदा प्राप्त करनेवाले अधिकारी (कूरियर) Tender Receiving Official (Courier)	P.S. to Head, RED, IREL, Udyogamandal
निविदा खोलनेवाले अधिकारी Tender Opening Officials	AM (Purchase) & Finance
निविदा पेटी का स्थान Location of Tender Box	Main Gate, IREL, Udyogamandal

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

प्रिय महोदय Dear Sir,

विषय Sub: Tender for Annual Rate Contract (ARC) for Vinyl Sheet and Reflecting Sheet
– 2 COVER SYSTEM

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

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

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

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

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

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

भवदीय Yours truly,

कृते आईआरईएल (इंडिया) लिमिटेड IREL (India) Ltd

INSTRUCTIONS TO TENDERERS.

1. VALIDITY OF BID:

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

2. ACCEPTANCE OF TENDER:

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

3. AMENDMENTS

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

4. CONTRACT PRICE:

Prices quoted by the Tenderer shall be firm, fixed and valid till completion of supply / contract and will not be subjected to variation on any account.

5. **PRE QUALIFICATION CRITERIA**

Bidders registered with IREL, RED are eligible for this tender.

GENERAL CONDITIONS OF THE CONTRACT

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

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

- 1.1 **Purchaser/Company/contractee/IREL**

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

- 1.2 **Contractor/Supplier/tenderer/bidder**

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

- 1.3 **Sub Contractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser.

- 1.4 **Contract:** Contract shall mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.

- 1.5 **Contract price** means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

- 1.6 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.

- 1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC):** The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL.

- 1.8 **Representative** of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL to perform the duties of OIC/EIC.

- 1.9 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.

- 1.10 **Tender Specification**

- 1.11 The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

- 1.12 **Contract Specification:** The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract.

- 1.13 **Letter of Intent (LOI) :** The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.

- 1.14 **Site** The term "Site" shall mean the place or places envisaged by IREL at which the plant and equipment supplied under the contract are to be erected and/or services/works/consultancy are to be performed under the contract.

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

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

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

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

3 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

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

4 **Standards**

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

5 **Scope of Order and Specifications**

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

6 **Inspection of site**

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

7 **Assignment and Subletting**

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

8 **Prices**

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

9 **Taxes, duties & levies**

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

10 **Security Deposit (SD):**

The successful tenderer is required to furnish Demand Draft (DD) / Banker's Cheque (BC) / Pay Order (PO)/ Bank Guarantee/NEFT in favour of Indian Rare Earths Ltd., RED for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (SD) towards the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of

the letter of acceptance or before commencement of work at site whichever is earlier. The Security Deposit (SD) shall not bear any interest.

11. The SD, stand forfeited in favour of IREL, without any further notice to the contractor in the following circumstances:

- i. In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- ii. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL.

12. Liquidated Damages (LD)

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

12.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

12.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

13 FORCE MAJEURE:

13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser / contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

13.2 If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

13.3 If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL may at its option terminate the contract without any financial repercussion on either side.

14 Performance test : NOT APPLICABLE FOR THIS CONTRACT

15 Correspondence

All correspondence shall be in English and addressed to IREL drawn to the attention of the officer issuing the order, unless otherwise specifically authorised.

16 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to IREL all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

17. Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

18 Security regulations

The Contractor shall abide by all the security regulations at site promulgated by IREL from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

19 **Method of black listing vendors**

19.1 Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.

19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

19.3 Further, the vendor shall be banned from doing any business with IREL in case of :

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

20 **Secrecy**

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

21 **Indemnity**

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

22 **Death, Bankruptcy, etc.**

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

23 **Arbitration**

All disputes and differences of any kind what so ever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them. If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

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

24 **Jurisdiction**

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

25 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

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

26 **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 has 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.

27 **RELATED PARTY:**

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

28 **PATENT INFRINGEMENT AND INDEMNITY:**

The Supplier shall protect, indemnify and save harmless to IREL, 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. 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 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..

29 **CANCELLATION**

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

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

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase/work/service/consultancy 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 EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

30 **EVALUATION OF BIDS / PLACEMENT OF ORDER**

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

31. **PRICE PREFERENCE FOR MICRO AND SMALL ENTERPRISES**

- 31.1 Micro and Small Enterprises quoting price within price band of L1+15 per cent shall be awarded 20 per cent of the quantity of works by bringing down their price to L1 price in a situation where L1

price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be awarded works up to 20 percent of total tendered value.

- 31.2 In case of more than one such Micro and Small Enterprise, works shall be shared proportionately (to tendered quantity).

32 OTHER TERMS & CONDITIONS

32.1 Reporting Accidents to Labour

You shall be responsible at your expense for the safety of all employees and / or workmen employed or engaged by you on and in connection with the work in accordance with the laws framed from time to time and shall report to you all cases of serious accidents howsoever caused and wherever occurring on the works and small make adequate arrangements for rendering all possible aid to the victims of the accidents.

32.2 Workmen's Compensation

You shall at all times indemnify IREL against all claims against Workmen's Compensation Act, 1923 or any other law for the time being in force in respect of any workmen employed by you in carrying out the contract and against all costs and expenses or penalties incurred by IREL in connection therewith and (without prejudice to any other means of recovery) IREL shall be entitled to deduct from any money due or to become due to you all moneys paid or payable by IREL by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and you shall abide by the decision of IREL as to the sum payable by you under the provision of this clause.

- 32.3 IREL shall not be responsible for any expenses towards compensation for workmen on any account. You shall before commencing the work to cover liability for the workmen employed by him as per the Workmen's Compensation Act, 1923 and shall produce the same to IREL.

- 32.4 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities along with a copy of challans for having deposited PF & ESI contributions every month.

32.5 Medical care in case of accident

It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC. Contractor should assist and guide his employees for claiming lawful benefits from ESI.

32.6 Records & information to be furnished by contractor

- 32.6.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for workers employed etc. inspection by various authorities at short notice.

- 32.6.2 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F/ESI and also to enable him to furnish information to Ministry and Labour department as may be required.

- 32.6.3 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

- 32.6.4 Contractor shall arrange police verification report for the employed workmen for the work and submit the copy to IREL Security I/C.

- 32.6.5 Contractor shall submit medical certificate obtain from any Govt. medicals for the workman employed for the work.

प्रिय महोदय Dear Sir,

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

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

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

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

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

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

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

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

धन्यवाद Thanking you,

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

H0 Sd/-

नाम Name: A.Veeramani

Designation: GM & HEAD (RED)

वचन पत्र UNDERTAKING

तारीख Date:

सेवा में To,

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

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

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

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

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

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

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

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

हस्ताक्षर Signature.....

नाम Name.....

विषय Title.....

कंपनी का नाम एवं पता ((मुहर सहित)

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

TECHNICAL SPECIFICATION**1. SCOPE OF THE WORK**

Design, supply and fixing of reflective sheet, vinyl sheet & foam sheets as per details of the Work.

1.2 DETAILS OF WORK

- 1.2.1 Supply of reflecting sheet engineering grade & diamond grade, Vinyl sheet, Foam board (3 mm) and Foam Board (6 mm) as per requirement on time to time.
- 1.2.2 Design of tag nos., Calibration Sticker, Instrument nameplate, sign board and name board as per sample or instruction given by the Engineer-in-Charge (EIC). Moreover the color code and Size of the Letter shall be dully approved by the EIC before printing vinyl sheet and cutting of reflecting sheet respectively.
- 1.2.3 After making tag nos., sticker...etc, material shall be supply and fixed as per the requirement given by Engineer-in-charge.
- 1.2.4 The supply and fixing of the material shall be on staggered basis.
- 1.2.5 The quantity given in the price schedule is tentative only. It may be increased or decreased as per requirement but limiting to the total contract value.
- 1.2.6 In contract period the price per square feet of reflecting sheet, vinyl sheet and foam boards shall be fixed.
- 1.2.7 Material shall be delivered to IREL stores within 7 days of intimation or as and when required by EIC, which shall be communicated through email/phone.

2. TIME OF COMPLETION

- 2.1 The period of contract shall be one year from the date acceptance of the order. The date of acceptance of the work order is defined as the date of signing of the letter of receipt of the order or 7 days from the date of dispatching of the order whichever is earlier.
- 2.2 Permitted work timings inside factory premises is from 0800 hrs to 1600 hrs. Any request for extension of time will be entertained only in case of exigencies under the sole discretion of E-I-C.

3. PAYMENT

- 3.1 The payments will be made within 30 days on recommendation by Engineer-in-Charge.

4. ENGINEER-IN-CHARGE (EIC):

Shri. C.B. Singh, DM (Inst.) will be the Engineer-in-Charge for this work.

5. SAFETY, SUPERVISION & HOUSE KEEPING

- 5.1 The contractor is fully responsible for carrying out the work in safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IRE safety department. Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work. Every effort must be taken to see that, as far as possible the normal production work should not get affected due to the work.
- 5.2 The work spot shall be cleared of the waste materials / debris on daily basis.

- 5.3 The contractor must provide Personal Protective Equipments for their workmen suitable for the working environment and also as per the advice of Safety-in-charge / Engineer-in-charge.
- 5.4 Electrical extension boards are to be fitted with safety devices like ELCB, MCB/Fuse units etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked pin plug top. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the loads to be collected. Poor insulated cables and too many joints on the cable shall be avoided.
- 5.5 Flash back arrestors shall be provided in both the torch side and the cylinder side of all gas cutting equipments.

6. **SITE INSPECTION**

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

7. **VARIATION IN QUANTITIES**

- 7.1 Quantities stated under each item in the Specification or Price Schedule is approximate only. The contractor must be willing to accept any variation in quantities and the unit rate quoted shall remain unchanged.
- 7.2 The company reserves the right to cancel any part of the work if the same is not required to fulfill the objectives of the specific work contract.

8. **BILL OF QUANTITIES**

	Description of Items	Quantity	Unit
1.	Supply of Reflecting sheet- Engineer Grade and fixing as per work specific terms & conditions	100	Sq. ft.
2.	Supply of Reflecting sheet- Diamond Grade and fixing as per work specific terms & conditions	100	Sq. ft.
3.	Supply of Vinyl sheet and fixing as per work specific terms & conditions	200	Sq. ft.
4.	Supply of PVC Foam board-3 mm and fixing as per work specific terms & conditions	100	Sq. ft.
5.	Supply of Foam board 6-mm and fixing as per work specific terms & conditions	50	Sq. ft.



आईआरईएल (इंडिया) लिमिटेड IREL (India) Ltd

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

रेअर अर्थ्स प्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI8187

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

Phones: +91 484 2545062 - 65 Fax: +91 484 2545269,

email: purchase-red@irel.co.in



ISO 9001:2015,

ISO 14001:2015 &
OHSAS 18001:2007

PRICE BID

TENDER No. IRE/RED/P/Co/5/07/20 dt. 05.06.2020

**TENDER FOR ANNUAL RATE CONTRACT (ARC) FOR
VINYL SHEET AND REFLECTING SHEET**

Name and Address of the Bidder

.....

.....

.....

.....

Ph.#.....

Mob.#.....

E-mail:

BILL OF QUANTITIES / PRICE SCHEDULE

Sl. No.	Description of Items	Quantity	Unit	Rate / Unit	Amount Rs.
1.	Supply of Reflecting sheet- Engineer Grade and fixing as per work specific terms & conditions	100	Sq. ft.		
2.	Supply of Reflecting sheet- Diamond Grade and fixing as per work specific terms & conditions	100	Sq. ft.		
3.	Supply of Vinyl sheet and fixing as per work specific terms & conditions	200	Sq. ft.		
4.	Supply of PVC Foam board-3 mm and fixing as per work specific terms & conditions	100	Sq. ft.		
5.	Supply of Foam board 6-mm and fixing as per work specific terms & conditions	50	Sq. ft.		
	Sub Total				
	GST @%				
	Grand Total (Rupees.....only)				

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

Undertaking by tenderer

GST Registration details:

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

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