

1. Tender specifications including declaration



Procurement of Soda Ash

IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(A Government of India Undertaking)
CHAVARA, KOLLAM, KERALA 691 583
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 22 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.

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3. ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

IREL (India) Limited, a Government of India Undertaking under the administrative control of Department of Atomic Energy, is doing its business as per the rules and regulations of Public Sector Undertakings 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 should be immediately reported to any one of the following:

Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai - 400 028 Ph: 022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai - 400 028 Ph: 022-24221068 Email: cvo@irel.co.in
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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 rules of the company.

Thanking you,

For IREL (India) Limited

DGM (Commercial)

Date:

4. UNDERTAKING

Date:

To

M/s. IREL (India) Limited,
CHAVARA

I/we am/are a Vendor/Customer of IREL (India) Limited (Now onwards to be referred as Company)

I/We agree and undertake:

1. 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 at Chavara, Kerala.
2. 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 unit.

Signature:

Name:

Title:

Name of the Company, Address and Contact details:

Official Seal

5. DECLARATION

I/ We have remitted:

Rs. (.....) towards ~~Tender Document Cost~~ vide
BG / DD No. dt.

Rs. (.....) towards ~~Earnest Money Deposit~~ vide
BG / DD No. dt.

~~Proof of the same is/are enclosed in a separate cover / uploaded on MSTC website.~~

I/ We have read and understood and completely satisfied myself/ourselves of all Terms and Conditions of the tender and hereby accept full responsibility to carry out the supply at the rates indicated in the Price Schedule.

Signature of the tenderer:

Full address:

Place:

Date:

6. Important Instructions

This is an e-procurement event of IREL (India) Limited, Chavara. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020. Kindly peruse the terms & conditions of this tender before submitting your offer online. Bids that do not comply with the tender conditions with documentary proof (wherever required) will not qualify for opening of price bid.

6.1.

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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected to the Internet. MSTC/ IREL(I)L are not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/IREL

1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts. → IREL → 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/IREL, (before the scheduled time of the e- tender).

Contact person (MSTC) **for help related to submission of bids:**

Name:	Cellphone:	E-mail:	MSTC Help Desk no.:
Arnab Sarkar	9986036012	asarkar@mstcindia.co.in	033-22901004

Note: IREL (India) Limited will not be liable/responsible for inability of the Tenderers in submitting bids in time. Any issues arising out of the efforts to submit bids may be taken up with M/s. MSTC by the bidders themselves sufficiently early and resolved adequately to enable submission of bids in time. Bidders may need to grant remote access to their computer systems temporarily to MSTC officials for troubleshooting, if required.

Contact Persons (IREL) **for clarifications on Commercial aspects of the Tender:**

Commercial Dept. Email: purchase-ch@irel.co.in	
Varghese Antony DGM (Commercial) Ph. No.: 0476-2680701	K. Thomas Kuriakose CM (Commercial) Ph. No.: 0476-2680701

B) System Requirement:

i) Windows 98 /XP-SP3 /Windows 7 and above Operating System

ii) Internet Explorer 7 and above Internet browser.

iii) Signing type digital signature (Class-3)

iv) JRE 7 update 65 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → Custom level

6.2

(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

(B) 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. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

	Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
6.3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6.4.	Special Note regarding Transaction Fee: 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 any 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-authorised and the vendor shall receive a system generated mail. Transaction fee is non-refundable by MSTC. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE: 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. Contact Details: FAX No.: 033- 22831002 Email IDs: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in. Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.
6.5.	Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum Size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors need to attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.
6.6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC (e-procurement service provider). 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 (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.7.	Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to check the website regularly before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum to this NIT (if any) will be sent directly to tenderer (s) who have downloaded the documents from website. Please see web page www.mstcecommerce.com/eprochome/IREL of MSTC Ltd.
6.8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
6.9.	Bidding in E-Tender & Reverse Auction: Bidder(s) need to submit necessary EMD, Tender Document Cost (TDC), if any, and Transaction fees to be eligible to bid online in the e-tender. TDC is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded. The bidding process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

	Bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. Depts. → IREL Login → My menu → Auction Floor Manager → live event → Selection of the live event The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid. NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. 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. Such successful tenderer shall be called hereafter SUPPLIER. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. 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. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
6.10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
6.11	No deviation to the technical and commercial terms & conditions are allowed.
6.12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
6.13	IRELIL, Chavara has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
6.14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the web page www.mstcecommerce.com/eprochome/IREL of MSTC Ltd.
6.15	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
6.16	The bid will be evaluated based on the filled-in technical & commercial formats.
6.17	The documents uploaded and attached to this event 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.

7. MSTC's e-Procurement Portal Guidelines for Vendors

((The following section is meant only to provide guidance to bidders about the e-procurement portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal. Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the offices of MSTC to seek clarification on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to misunderstanding anything written hereunder.))

System Requirement:

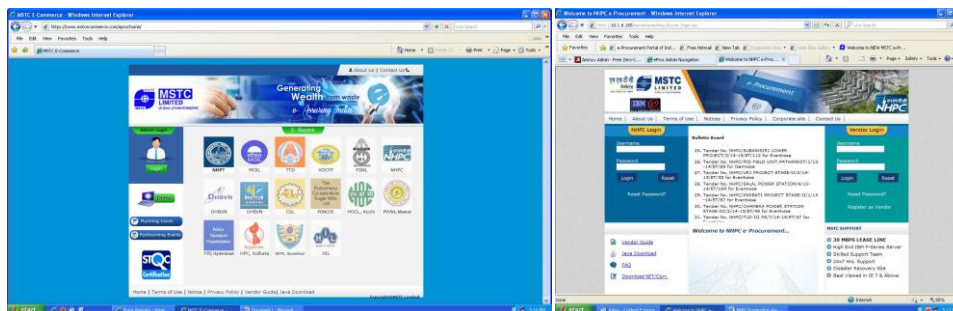
The following requirements need to be fulfilled for optimum use of MSTC e-procurement system.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows XP SP3 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) All the ActiveX controls of the Internet Explorer should be set in **Enable** mode. The settings under Browsing History (Under Tools → Internet Options → General) for Check for newer versions of web pages should be kept as Every time I visit the webpage.
- (6) All Pop-Blockers should be kept in **Disable** or turn off mode.
- (7) The protected mode of the computer should be turned off for higher version of Windows where available.
- (8) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (9) The website <https://www.mstcecommerce.com> should be added to the list of Trusted Sites.
- (10) The computer should have Java Runtime Environment version 7 update 9 or above installed in it.
- (11) Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

NB:- For further queries the vendors may refer to the FAQ at www.mstcecommerce.com/eprochome

Registration:

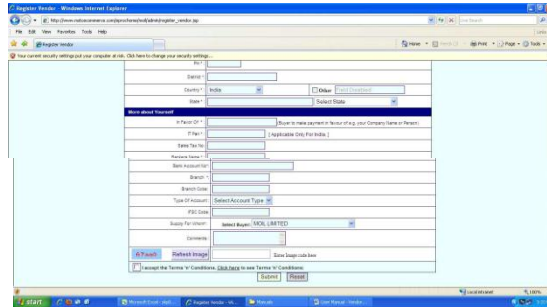
Vendors have to register separately for each Buyer in whose e-procurement events they wish to participate. For example, if a vendor wishes to participate in e-procurement events for Buyer A and Buyer B, he will have to register separately for the two Buyers. Visit the website www.mstcecommerce.com/eprochome and the screen will look like this:



Click on the Logo of NHPC to register. Click on "Register As Vendor". A Form will open up. Fill up the Form and click on Submit.

आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)
(पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल
IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited), CHAVARA - 691 583, KOLLAM DIST., KERALA
CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.

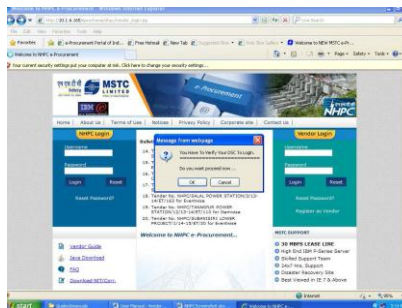
You need to create your own user name and password. Please check availability of user id and also the password policy before creating the same. Please do not use any special character in any field except one for password



Please refresh the image before clicking on Submit button. After that a preview page will appear and if you press continue then a message of successful registration will come. This completes the on-line registration process. Your account is auto-activated (unless mentioned otherwise) and you may proceed to login.



Type your user id and password and click on Login. The system shall ask for your DSC as Below



Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.

NB: For further queries vendors May refer to the FAQ at www.mstcecommerce.com/eprochome

Signature & Seal of the Bidder

Soda Ash

(TNo54)IREL/Chavara/20-21/ET/37

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<http://bit.ly/irevendregm>

<http://bit.ly/mstcirelil>

<http://bit.ly/ireliltend>

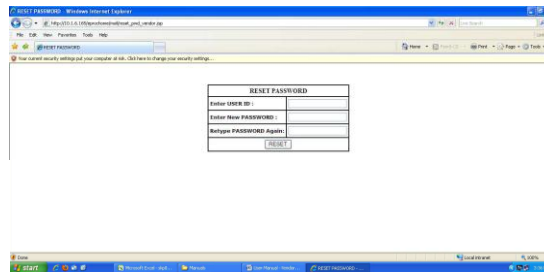
<http://bit.ly/cpppirelil>

Change / Forget Password

In case a vendor forgets his password or wishes to change his password, he shall click on the link Reset password.



The system will ask for user id and new password as shown below.



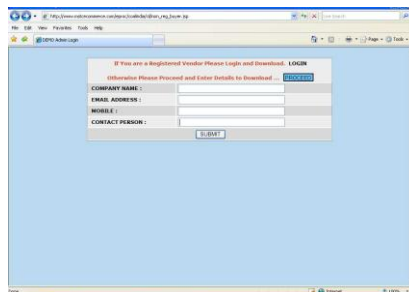
Fill up the fields and click on reset. The system will ask for DSC and if authenticated correctly, the password will be reset. Please remember that this facility is available only after first successful login with the DSC.

DOWNLOADING OF NIT / CORRIGENDUM BY VENDOR

a. Unregistered Vendors

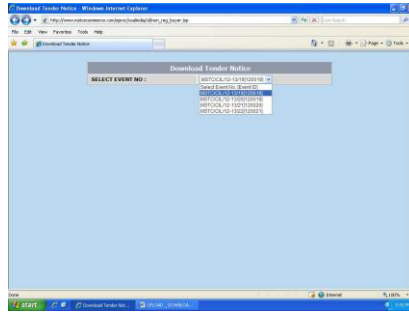
Step 1: Click "Download NIT/Corr" link on "<http://www.mstcecommerce.com/eprochome/irel>".

Step 2: Click 'proceed' button and fill up the format providing the details of Company, Name, e-mail ID, Mobile No. & Name of the contact person.



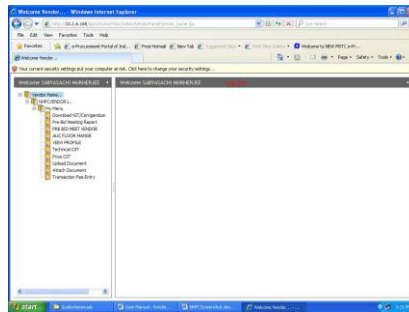
Step 3: After submission of the details, select the event No., select the notice/corrigendum and download the same

आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)
 (पहले इंडियन रेअर अर्थ्स लिमिटेड), चवरा-691583, कोल्लमजिला, केरल
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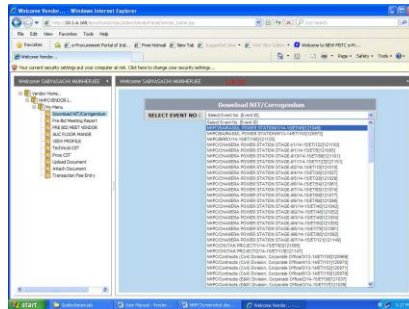


b. Registered Vendors

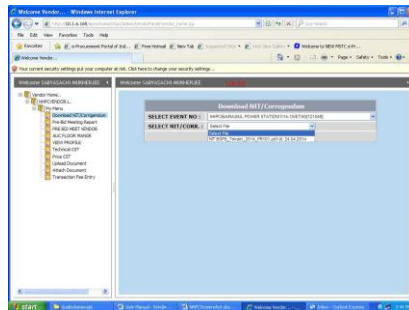
Step 1: Login with user ID, password & DSC. Under "Vendor Login" at <http://www.mstcecommerce.com/eprochome/irel/>



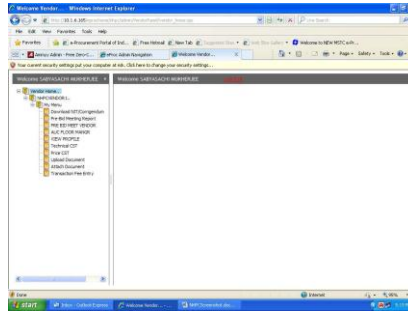
Step 2: Click "DOWNLOAD NIT/CORRIGENDUM" LINK.



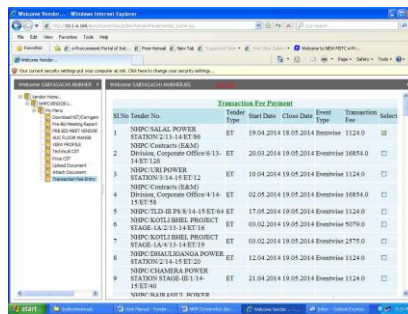
Step 3: Select the event and select the NIT/CORRIGENDUM and download & save.



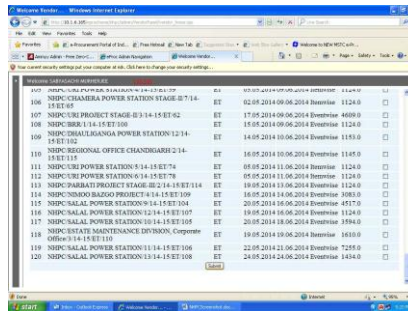
आई आर ई एल (इंडिया) लिमिटेड (भारत सरकार का उपक्रम)
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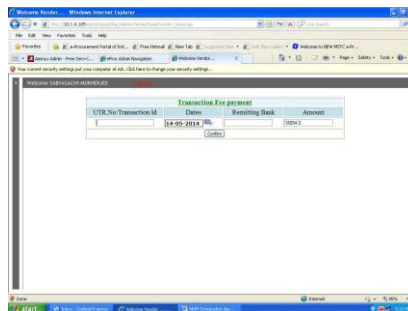
The vendor may enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. On Clicking the following Page appears as shown below.



Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page as shown below.



Then the following page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button as shown below. The amount field cannot be edited.



Signature & Seal of the Bidder

<http://bit.ly/irevendregu>

Soda Ash

<http://bit.ly/mstcirelii>

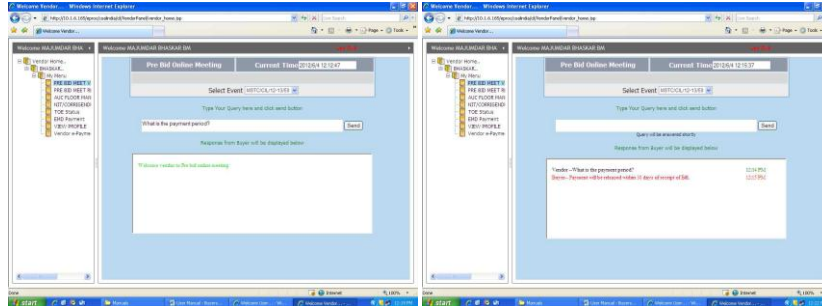
(TNo54)IREL/Chavara/20-21/ET/37

<http://bit.ly/ireliltend>

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<http://bit.ly/cpppirelii>

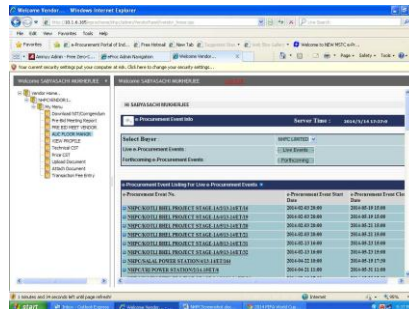
Pre-Bid Meet: Log in with your user id, password and DSC. Click on the link PRE BID MEET VENDOR. Select the Event. Type in your query in the box provided and click on Send.



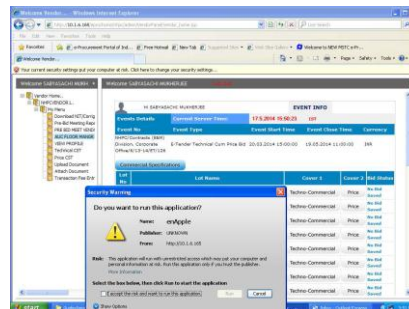
When the Buyer replies to your query, it will be automatically displayed under your query in the second display box as shown above. You can view all the queries and the replies thereto during the Pre Bid Meeting without knowing the names of the persons raising the queries. The Pre Bid Reports of all concluded Pre Bid Meetings can be accessed through the link PRE BID MEET REPORT.

Bidding in e-tender

Log into the website with your user id, password and DSC. Click on AUC FLOOR MANGR



Click on Live Events to view and participate in running events. Click on Forthcoming to view upcoming events. For bidding in any e-tender, click on the event number from the list of live events. Wait for the enApple application to be downloaded on your computer and Run the application by ticking the check box and clicking on the Run button. This exercise has to be done twice before proceeding further.



Signature & Seal of the Bidder

<http://bit.ly/irevendreg>

Soda Ash

<http://bit.ly/mstcireli>

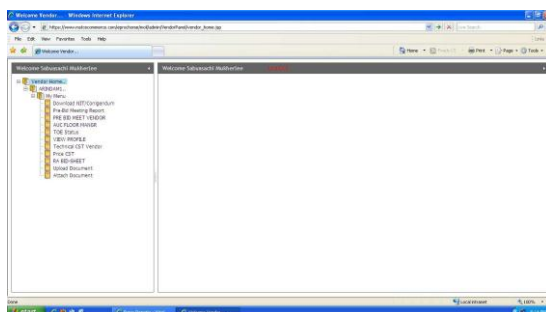
(TNo54)IREL/Chavara-20-21/ET/37

<http://bit.ly/ireiltend>

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<http://bit.ly/cpppireli>

To upload & attach documents



Windows Explorer - Windows Internet Explorer

File: D:\... Name: ... Path: ...

Microsoft SharePoint HubSite

File upload (upload icon)

Search By Title

AL ID	FILE NAME	TIME	EXPIRATION DATE	FILE TOTAL	RIGHTS
	ADDITIONAL... (upload icon)		2012-11-12	200 KB	Deny

Select Event for Attaching File

Click on to attach file to selected event
Click on to detach the from selected event

AL ID	FILE NAME	TIME	APPROPRIATE FILE	FILE TOTAL
1	ADDITIONAL... (upload icon)	200	ADDITIONAL... (upload icon)	200 KB
2	ADDITIONAL... (upload icon)	200	ADDITIONAL... (upload icon)	200 KB
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Signature & Seal of the Bidder

8. GENERAL CONDITIONS OF CONTRACT

8.1 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

8.1.1 **Purchaser/Company/Contractee/IREL(I)L**

The 'Purchaser/Company/Contractee/IREL(I)L' shall mean IREL (India) Limited, Chavara Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, Opp. Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

8.1.2 **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.

8.1.3 **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

8.1.4 **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..

8.1.5 **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.

8.1.6 **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.

8.1.7 **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.

8.1.8 **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.

8.1.9 **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.

8.1.10 **Tender Specification**

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

8.1.11 **Contract Specification**

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

8.1.12 **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.

8.1.13 **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.

8.2 **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.
- To direct stoppage of work whenever such stoppage may be necessary to ensure 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 herein under or elsewhere in the contract.

8.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:

- 8.3.1 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.
- 8.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 8.3.3 The several documents forming the contract are to be taken as mutually explanatory of one another. 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.
- 8.3.4 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.
- 8.3.5 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.
- 8.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

8.4 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.

8.5 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.

8.6 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.

8.7 Assignment and Subletting

- 8.7.1 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.
- 8.7.2 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.

8.8 Prices

Unless otherwise agreed to specifically in order, the price payable by IREL(I)L 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(I)L is not responsible for remittance of such statutory liabilities of the contractor.

8.9 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(I)L 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.

8.10 EMD, if any is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- iii. The bidder submits false/fabricated documents.
- iv. The bidder fails to submit SD as stipulated in the tender.

8.11 The SD & retention money, if any shall stand forfeited in favour of IREL(I)L, 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(I)L.

8.12 Liquidated Damages (LD)

8.12.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractor 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 for each week of delay, subject to a maximum of 5% of the total value of contract.

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

8.12.3 If, at the time of issuing the order, separate period of completion is specified for certain item of work or group of items of work, 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.

8.13 FORCE MAJEURE:

8.13.1 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(I)L may deem fit to consider so. The decision about force majeure shall rest with IREL(I)L which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

8.13.2 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. \

8.13.3 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.

8.13.4 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(I)L may at its option terminate the contract without any financial repercussion on either side.

8.14 Performance test

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in the Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.

The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

8.15 Correspondence

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

8.16 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(I)L 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(I)L against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to IREL(I)L all accidents to any of his personnel and shall make arrangement to render all possible assistance and aid to the victims of the accident.

8.17 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.

8.18 Security regulations

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

8.19 Method of black listing vendors

8.19.1 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.

8.19.2 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.

8.19.3 Further, the vendor shall be banned from doing any business with IREL(I)L:

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.

8.19.4 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.

8.19.5 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.

8.20 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(I)L or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL(I)L except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

8.21 Indemnity

The contractor shall indemnify IREL(I)L and keep IREL(I)L 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(I)L. The contractor shall not utilize IREL(I)L'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(I)L and in which case, the Contractor shall be liable to IREL(I)L to pay compensation to the full extent of damage/loss and undertake to pay the same.

8.22 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(I)L 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(I)L may terminate the Contract by notice in writing to the Contractor.

8.23 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(I)L 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(I)L, 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(I)L 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.

8.24 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. In the event of disputes the same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

8.25 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(I)L may elect to withdraw the invitation to tender.

8.26 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(I)L 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.

8.27 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.

8.28 PATENT INFRINGEMENT AND INDEMNITY:

The Supplier shall protect, indemnify and save harmless to IREL(I)L, 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 license 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(I)L or the use thereof in India for the purchase for which it is furnished, or the sale by IREL(I)L, 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(I)L 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 Supplier's defense 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(I)L 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(I)L'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(I)L, 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(I)L will have the right to retain counsel of its own choice to collaborate in the defense of any such claim, suit action or proceeding.

8.29 CANCELLATION

IREL(I)L 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 purchase/work/service/consultancy 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(I)L 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.

8.30 Benefits to Micro and Small Enterprise(MSE)s:

8.30.1 Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Price preference up to 15%.
- (d) Relaxation of prior experience / prior turnover criteria, subject to meeting of quality and technical specifications.
- (e) In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

- 8.30.2 In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.
- 8.30.3 In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
- 8.30.4 Out of 25% procurement from MSEs, 4% is earmarked for MSE units owned by Scheduled Caste / Scheduled Tribe (SC/ST) entrepreneurs and 3% for women-owned enterprises. Tenderers are required to state clearly if they are SC/ST entrepreneurs or women-owned enterprises.
- 8.30.5 MSEs are required to submit along with their offer, Udyog Aadhaar Memorandum or valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL(I)L for grant of MSME benefits.
- 8.30.6 The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit Udyog Aadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.

8.31 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.

8.32 In case of any discrepancy in the Tender terms and conditions, the **uploaded Tender** terms and conditions shall be final.

8.33 In case of exigencies, IREL(I)L reserves right to release the **repeat order** with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

9. Safety Provisions

9.1. GENERAL

- 9.1.1. For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 9.1.2. Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 9.1.3. Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 9.1.4. Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 9.1.5. All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. EIC shall ensure that a copy of "SAFETY GUIDE" for IREL(I)L Chavara is issued to the contractor before commencement of work.
- 9.1.6. The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 9.1.7. First aid kits as advised by IREL(I)L Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 9.1.8. Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 9.1.9. All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL(I)L shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 9.1.10. Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

9.2. ELECTRICAL ENGINEERING ASPECTS

- 9.2.1. Adequate precautions shall be taken to prevent danger from electrical equipment.
- 9.2.2. Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 9.2.3. Fuses shall be removed when personnel are working on concerned circuits.
- 9.2.4. "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 9.2.5. All portable tools are supplied through ELCB
- 9.2.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 9.2.7. Hoisting appliances should be provided with means to reduce the minimum risk of any part of suspended load becoming accidentally displaced.
- 9.2.8. 8. "V- Belts shall not be used for any lifting purposes.
- 9.2.9. 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 9.2.10. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 9.2.11. No work shall be done on live electrical parts under rain or in wet clothes.

9.3. MECHANICAL ENGINEERING ASPECTS

- 9.3.1. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 9.3.2. Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.
- 9.3.3. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 9.3.4. V-Belts shall not be used for any lifting purposes.
- 9.3.5. Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 9.3.6. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 9.3.7. In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 9.3.8. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

10. IREL(I)L Bank Details for money transfer through RTGS/NEFT

1. Name of the Bank: State Bank of India, Chavara, Kollam.
2. Bank A/C No. 57013595003
3. IFSC Code: SBIN0070055

After remittance of the amount, the party has to intimate the following details to M/s. IREL(I)L.

- 1) UTR No.
- 2) Name of the party.
- 3) Date of remittance.
- 4) Amount remitted.
- 5) Order from IREL(I)L against which payment is made.

11. REGISTRATION DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Regn. No.	
Whether the MSME belongs to SC/ST category personnel	
GST Regn. No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cell phone	
Email address(es)	

In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

Note: The contractor shall furnish

1. Self-certified copy of PAN card,
2. Self-certified copy of GST registration certificate (if any) before the commencement of the work.
3. In case the supplier is not having GST registration certificate, supplier is required to declare the same.

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 22 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.

12. 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 Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai - 400028, India (herein after referred to as IREL(I)L), 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(I)L, 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(I)L including the question as to the tenability of the claim of the IREL(I)L for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(I)L 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(I)L under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL(I)L 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(I)L that the IREL(I)L 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 power exercisable by the IREL(I)L 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(I)L or any indulgence by the IREL(I)L 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(I)L in writing.

Dated the _____ day of _____ 20 _____ Bank

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

Bank's Common seal

13. 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. _____ dt. _____ with _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL(India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL(I)L), 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(I)L a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfilment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL(I)L 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(I)L by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL(I)L 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(I)L under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL(I)L certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL(I)L 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(I)L 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(I)L or any indulgence by IREL(I)L 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(I)L in writing.

Dated the _____ day of _____ 20-- _____ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal

14. Tenderer's Response

Sl. No.	DESCRIPTION	Response
1.	Tenderer must carefully study the Technical Specifications and all Terms & Conditions before preparation and submission of offer. All Terms and Conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2.	The submitted NSIC/MSME certificate includes the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Women/Others category. In case MSE participates in the TReDS Platform, they stand to get benefits. Visit https://www.rxil.in/Home/Index for more info. Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.	AGREE WITH REMARKS
3.	The bidder shall be qualifying as per the Qualification criteria of bidders of this tender.	AGREE
4.	The offer submitted is as per the SPECIAL CONDITIONS OF CONTRACT.	AGREE WITH REMARKS
5.	The Terms and Conditions of the entire tender and Corrigendum, if any, have been accepted.	AGREE
6.	Scanned copy of self-attested certificate showing that bidders are PSU/State Govt. Undertaking or Udyog Aadhaar Memorandum holders or holders of certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME has been uploaded in Central Public Procurement (CPP) Portal for exemption from payment of Tender Document Cost / EMD. (OR) Scanned copy of duly filled & signed Declaration containing details of payment of Tender Document Cost and EMD amount has been uploaded. Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.	AGREE
7.	Scanned copies of self-attested documentary evidences towards Qualification Criteria of Bidders have been uploaded.	AGREE WITH REMARKS
8.	Scanned copy of duly filled & signed Registration details has been uploaded.	AGREE

15. General Commercial Conditions

15.1. TRANSACTION FEE to MSTC Ltd.

- 15.1.1. The transaction fee shall be 0.05% of estimate (excluding GST) indicated in the basic information sheet or as stipulated by M/s. MSTC for this tender.
- 15.1.2. Payment of Transaction fee shall be made by NEFT in favour of M/s. MSTC Ltd. (Ref. Cl. 6.4 of Important Instructions).
- 15.1.3. Transaction fee and related bank charges are to be paid by bidder. Transaction fee will be reimbursed by IREL(I)L on submission of request for reimbursement, along with proof of the payment.

15.2. Tender Document Cost (TDC) to IREL(I)L (Applicable for Public Tenders with estimate higher than Rs.5,00,000/-)

- 15.2.1. Tender Document Cost of Rs.336/- (Rupees Three Hundred and Thirty Six only) shall be paid to get Tender Document directly from IREL(I)L. No TDC is to be paid in case the document is downloaded from the website. Tender document shall be issued free of cost to Government Body/ PSU.
- 15.2.2. Payment of Tender Document Cost shall be by Demand Draft / Banker's Cheque in favour of IREL(I)L, Chavara (refer Clause 10 for details). Bank Charges are to be borne by bidder.
- 15.2.3. MSME bidders can claim exemption of Tender Document Cost as per Clause 8.30 of the tender. Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
- 15.2.4. Offer submitted without proof of payment of TDC or valid certificate for exemption of TDC shall be summarily rejected.

15.3. Earnest Money Deposit (EMD) to IREL(I)L (Applicable for Public Tenders with estimate higher than Rs.2,00,000/-)

- 15.3.1. Earnest Money Deposit of Rs.5,000/- (Rupees Five Thousand only) shall be made by Demand Draft / Banker's Cheque / BG (from Scheduled Bank as per format given) in favour of IREL(I)L, Chavara and proof of same shall be submitted along with offer. Bank charges are to be borne by the bidder.
- 15.3.2. Bidders eligible for exemption of EMD shall submit, along with the offer, valid MSME certificate or Udyog Aadhaar Memorandum (UAM) document and proof of uploading of details in CPP (Central Public Procurement) Portal. Government Bodies/Public Sector Undertakings are exempted from payment of EMD. Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
- 15.3.3. Offers not complying with Cl. 15.3.1 or Cl. 15.3.2 above shall be summarily rejected.
- 15.3.4. No interest shall be paid on EMD. EMD shall be dealt with as follows:
- a) EMD shall be returned to unsuccessful bidder after finalisation of order, but not later than 30 days of finalisation of order.
- b) In case of successful bidder it shall be adjusted as a part of Security Deposit (SD).
- 15.3.5. The EMD shall be forfeited if:
- a) The bid is revoked during its validity period.
- b) The bidder changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening.
- c) The bidder fails to accept the order when placed or fails to commence work after accepting the order.
- d) The bidder submits false/fabricated documents.
- e) The bidder fails to submit SD as stipulated in the tender.

15.4. SECURITY DEPOSIT (SD) to IREL(I)L (Applicable for Purchase Orders with total order value higher than Rs.5,00,000/-)

- 15.4.1. The successful tenderer shall furnish Security Deposit (SD) amounting to **5% of the total contract value** (inclusive of EMD) in the same manner as specified for EMD, within 15 days of receipt of order.
- 15.4.2. The Security Deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the supplier and IREL(I)L.
- 15.4.3. The SD will be refunded on the request of the supplier after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer-in-Charge.
- 15.4.4. If the extent or object of the contract is altered during the execution of the contract in such a way that the contract price changes by more than 10%, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender and change in statutory duties & levies.
- 15.4.5. In the event of SD getting reduced by any deductions etc., the supplier shall, within 15 days thereof, make good for equal amount any sum/sums which may have been deducted from his SD.
- 15.4.6. In case bidder fails to submit SD within 30 days of receipt of order, the EMD is liable to be forfeited.
- 15.4.7. In case of failure on the part of the contractor to perform his part of the contract, the SD will be forfeited without any further notice.

15.5. PAYMENT TERMS

- 15.5.1. Payment to the supplier shall be made within one month of submission of bills - after supply, inspection, installation, demonstration and acceptance by the Engineer-In-Charge / Officer-In-Charge.
- 15.5.2. All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- 15.5.3. Payments will be made through e-payment. For facilitating e-payment, the supplier shall provide
- Beneficiary name
 - Account number
 - Name of the bank
 - IFSC
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch code

15.6. SUBMISSION OF INVOICES

Bidders shall ensure submission of GST Invoice as per the formats prescribed by the statutory authorities indicating GST Reg. No. of both bidder as well as IREL(I)L (32AAACI2799F1ZN) to enable IREL(I)L to avail Input Tax Credit.

15.7. TENDER SUBMISSION:

The Tender shall be submitted online only as per the following:

- 15.7.1. **TECHNO COMMERCIAL BID:** All the tender terms are to be agreed as per the requirement in **Tenderer's Response**.
- 15.7.2. **PRICE BID:** Shall be submitted online only and shall contain only the Prices as per Price Schedule format.
- 15.7.3. Any offer wherein prices are revealed otherwise is liable to be rejected and IREL (India) Limited reserves the right to bar the bidder from current/future tenders.
- 15.7.4. Prices quoted in the tender shall be firm and valid for 120 days from the date of opening.

15.8. VALIDITY OF BID

Tender validity period shall be **120 days** from the date of opening. In the event of Bidder withdrawing his Bid before the expiry of validity period, the EMD, if any, shall be forfeited.

15.9. ACCEPTANCE OF TENDER

IREL(I)L 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.

15.10. AMENDMENTS

- 15.10.1 At any time prior to the last date for submission of bids, **IREL(I)L reserves the right to amend and modify the tender document** and the same may be intimated accordingly.
- 15.10.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(I)L may at their discretion, extend the last date for submission of bids, to enable bidders to have reasonable time to submit their bid after taking into consideration such amendments.

16. निविदा अनुसूची/ SCHEDULE OF TENDER (SOT)

No.	Particulars	
16.1	Name of Work	Supply of Soda Ash as per Technical Specifications and Terms & Conditions in the Tender Document. Supply shall be on staggered basis of 4 lots of 4200 Kgs each over a period of 1 year with rates remaining unchanged.
16.2	Type of Tender	Limited Tender
16.3	Estimated Contract Value including Taxes	Rs.5,74,896/- (Including GST)
16.4	E-Tender Event No.	IREL/Chavara/20-21/ET/37
16.5	Mode of Tender: e-Procurement through webpage www.mstcecommerce.com/eprohome/irel of MSTC Ltd.	
16.6	Transaction Fee: As per Clause 15.1. Access to e-tender will be available after Transaction fee is credited to MSTC a/c.	
16.7	Start Bid Date and Time	21.07.2020, 18.30 Hrs.
16.8	Close Bid Date and Time	12.08.2020, 14.30 Hrs.
16.9	View Tender Date and Time	21.07.2020, 18.00 Hrs.
16.10	Opening of Techno-Commercial Bid	12.08.2020, 15.00 Hrs.
16.11	Opening of Price Bid	After this date: 13.08.2020, 11.00 Hrs.
16.12	Tender Document Cost (TDC) to IREL	Nil
16.13	Earnest Money Deposit (EMD) to IREL	Nil
16.14	Qualification Criteria of Bidders: Bidder shall be registered vendor of IREL (India) Limited for supply of industrial chemicals, including Soda Ash.	
16.15	Security Deposit	As per Clause 15.4 (Applicable for P.O. value higher than Rs.5,00,000/-)
16.16	Period of Contract	As per Clause 17.5
16.17	Schedule of Payment	As per Clause 17.6
16.18	Liquidated Damages	As per Clause 8.12

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

उ म प्र (वाणिज्य) /DGM (Commercial)

17. संविदा की विशेष शर्त / SPECIAL CONDITIONS OF CONTRACT

- 17.1 **Scope of Work:** Supply of Soda Ash as per Technical Specifications and Terms & Conditions in the Tender Document.
17.2 **Quantity:** As given in Cl. 18 Price Schedule
17.3 **Technical Specifications:** As per table below

Sl. No.	Description	Quantity
1	Soda Ash Light Grade, White Uniform Product, free from dirt & other foreign material, as per IS 251: 1998 in bags of 50 Kgs (nett wt.) each, as per the following Technical Specifications: Total Alkalinity (as Na₂CO₃) : 99% by mass Min. Chloride (as NaCl) : 0.8% by mass Max. Fe₂O₃ : 60 ppm Max. Sulphate (as Na₂SO₄) : 0.08% by mass Max. Matter insoluble in water : 0.15% by mass Max. Volatile Matter : 2% by mass Max. Bulk density : 500-750 grams/litre. Test certificate to be provided for each batch at the time of supply of each lot.	16800 Kgs.

- 17.4 **Terms and Conditions:**
17.4.1 Unloading of the items will be done by IRELIL and the charges will be borne by IRELIL.
17.4.2 Any incidental expenses at IRELIL other than unloading charges have to be borne by the supplier.
- 17.5 **Delivery Period / Period of Contract:**
17.5.1 The contract shall be for a period of 12 months from the date of receipt of the Order.
17.5.2 Supply quantity shall be as follows:
1st lot shall be of 4200 Kgs, 2nd lot shall be of 4200 Kgs, 3rd lot shall be of 4200 Kgs, 4th lot shall be of 4200 Kgs.
17.5.3 1st lot shall be supplied - after remitting Security Deposit - within 15 days from the date of receipt of Purchase Order.
17.5.4 Each subsequent lot shall be supplied within 15 days from the date of receipt of Supply Advice from IRELIL given through email/FAX/Phone/SMS.
17.5.5 IRELIL reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the Company or maintainable against the Company.
- 17.6 **Terms and Conditions:**
17.6.1 The bidder shall quote the rate for the item mentioned in the Price Bid format.
17.6.2 Annual Rate Contract will be finalised based on evaluation of overall L1.
17.6.3 Rate contract for the supply of Soda Ash will be placed at the quoted/accepted rate.
17.6.4 Test Certificate shall be provided for each batch at the time of supply of each lot.
17.6.5 The supplied items will be inspected and accepted by Engineer-In-Charge who will certify the invoices for payment.
- 17.7 **Schedule of Payment:**
Payment shall be made after due inspection & acceptance of the full supply by Engineer-In-Charge, within one month of completion of supply and submission of bills, test certificate etc. as applicable.
- 17.8 **Evaluation of Tender:** Tender will be evaluated on overall L1 basis.
- 17.9 **Award of Contract:** Order will be awarded to technically and commercially qualified bidder with lowest price.
- 17.10 **Contact Persons** (for clarifications on **technical** aspects of the tender):

Manoj S. Nair, Manager (Mech.) Phone No.: 0476-2680701 email: manojnsnair@irel.co.in
B.K. Pradhan, DGM (Maint.) Phone No.: 0476-2680701 email: bkpradhan@irel.co.in

For IREL (India) Limited

DGM (Commercial)

18. PRICE SCHEDULE

Lot No.	Description	Qty & Unit (Kgs.)	Basic rate / Unit in Rs. (excl. GST) a	P&F Charges / Unit in Rs. (excl. GST) b	Freight rate / Unit in Rs. (excl. GST) c	Insurance Rate / Unit in Rs. (excl. GST) d	GST % e	Total Unit rate F.O.R. IREL(I)L Stores in Rs. (including GST) F
1	Soda Ash (Sodium Carbonate) Light Grade, White Uniform Product, free from dirt & other foreign material, as per IS 251: 1998 in bags of 50 Kgs (nett wt.) each as per the following Technical Specification: - Total Alkalinity (as Na₂CO₃): 99% by mass Min. - Chloride (as NaCl): 0.8% by mass Max. - Fe₂O₃: 60 ppm Max. - Sulphate (as Na₂SO₄): 0.08% by mass Max. - Matter insoluble in water: 0.15% by mass Max. - Volatile Matter: 2% by mass Max. - Bulk density: 500-750 grams/litre.	16800	Price figures to be quoted online only. Any offer wherein prices are revealed otherwise is liable to be rejected and IREL (India) Limited reserves the right to bar the bidder from future tenders.					

- In case GST% is different for any of the Price Components a / b / c / d above, it shall be clearly indicated in the official Letter Head of the bidder, duly signed & seal-affixed and it shall be scanned & uploaded along with the bid.

$$L1 \text{ rate } F = (a+b+c+d) + ((a+b+c+d) * e / 100). \text{ Total Amount} = F \text{ for lot } 1 \times 16800$$

DECLARATION:

- I/We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to execute the order in full at the rates quoted by me/us.
- I/We have studied the site situation & requirements and held discussions with all concerned regarding the Terms & Conditions of the tender and the rate quoted above by me/us is after taking into consideration all aspects thereof.

Place : _____ Signature : _____
Date : _____ Name & Full Address : _____

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 22 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.