

This tender floated in GeM portal. Bidder has to submit their offer through GeM only.

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-09-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-09-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Irel (india) Limited
कार्यालय का नाम / Office Name	Ho
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :purchase-ho@irel.co.in Buyer Email id: purchase-red@irel.co.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Design, Fabrication, Supply, Installation & Commission of Electrically Heated Tubular Rotary Calciner
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Design,Fabrication,Supply, Installation & commissioning of electrically heated Tubular Rotary Calciner
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Tubular Furnace
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	147 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में नू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	49001860
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	830540

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

DGM-Finance
IREL (India) Limited, RED, Udyogamandal
(Shri.gautham Samui)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the

completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
01-09-2026 11:00:00	IREL(India) Limited, RED, Udyogamandal, Kochi

Design, Fabrication, Supply, Installation & Commission Of Electrically Heated Tubular

Rotary Calciner (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	270

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The

Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



आईआरईएल (इंडिया) लिमिटेड
IREL (India) Limited
(पूर्वमेंइंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)
रेअरअर्थ्सप्रभाग Rare Earths Division,
उद्योगमंडल Udyogamandal, कोची Kochi-683501
CIN: U15100MH1950GOI008187
ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY
GST ID No. 32AAACI2799F2ZM



IREL/RED/P/26-27/00072

निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

a.	Description of supply	Design ,Fabrication, Supply, Installation and Commissioning of Electrically Heated Tubular Rotary Calciner
b.	Mode of tender	Open tender invited in two parts. Part-I: Techno-Commercial Bid Part – II: Price Bid.
c.	Estimated Value	Rs. 4,90,01,860/- (all inclusive)
d.	Earnest Money Deposit (EMD)	Rs. 8,30,540/-
e.	Validity of Tender	90 days from the date of opening of Techno-Commercial bid.
f.	Per- Bid meeting	1-09-2026
g.	Contact details of tender inviting authority	HOD (Purchase) IREL (India) Limited, R E Division, Udyogamandal – 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

NOTE

EMD EXEMPTION: For this tender, Under MSE category, only manufacturers for goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category along with Udyam Certificate otherwise offer will be rejected without any further clarification.

BIDDING SYSTEMS

This is a two-part tender. The tenderers should bifurcate their quotations in two parts (Part-I & II).

PART-I “Techno-commercial bid”:

It contains the eligibility, technical quality and performance aspects, EMD, commercial terms and conditions and documents sought in the tender, **except the price and relevant financial details.**

PART-II “Financial bid”:

It contains the price quotation along with other financial details.

PART-I shall be opened first and evaluated by a committee constituted by competent authority.

PART-II: the financial bid of Techno-commercially eligible bidders shall be opened on recommendation of above committee on a notified date and time after sending advance notice to all qualified bidders for being present.

CONTACT PERSONS OF TENDERING AUTHORITY

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	Shri. Tara Singh Mehta DM-Technical (Prodn.)	production-red@irel.co.in tara.singhmehta@irel.co.in	08077292062
For Bid/tender related query	Shri. V A Anil Kumar DGM-Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment/Goods Transportation related query	Shri. Girish D Babu CM-Technical (Operation)	stores-red@irel.co.in	09447912190
For Payment/refund related query	Shri. Goutam Samui, DGM-Finance	finance-red@irel.co.in	0484-2546909

EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- 1.0 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender. **The offers received from tenderers without EMD shall be summarily rejected except where an exemption is provided in the tender.**
- 2.0 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment' in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- 3.0 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 4.0 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.
- 5.0 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
- 6.0 EMD is liable to be forfeited if:
 - a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
 - b) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
 - c) In case bidder submits false/fabricated documents.
 - d) In case bidder fails to submit SD as stipulated in the tender.
- 7.0 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security shall be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 8.0 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

GUIDELINES FOR PROCUREMENT FROM MSEs

1.0 Procurement from Micro, Small and Medium Enterprises (MSEs):

The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.

2.0 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.

3.0 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

4.0 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

5.0 MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

6.0 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

7.0 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

8.0 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

9.0 **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**

10.0 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.

11.0 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.

12.0 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.

13.0 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender: Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed. Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit.

- 14.0 To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst MSMEs about Zero Defect Zero Effect (ZED) practices and motivate & incentivise them for ZED Certification while also encouraging them to become MSME Champions.

The ZED (Zero Defect Zero Effect) Certification, a scheme by the Indian government for Micro, Small, and Medium Enterprises (MSMEs), offers numerous benefits, including financial incentives, improved quality and productivity, enhanced market access, and increased global competitiveness. For registration please visit <https://zed.msme.gov.in>

15.0 **RXIL (TReDS) PLATFORM**

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.

As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform.

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) - Registration Number- COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: prathamesh.varose@kredx.com

Jason Chongtham: +91 -9600063327 email: jason@kredx.com

M1xchange

a. Registration Number –BUYER00047728

b. Contact Person: Mr. Ankit K. Singh, 9800250394, email: ankit.singh@m1xchnage.com

Invoicemart

a. Entity ID/Registration Number- 1000036436

b. Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

a. Registration Number: B0320250094

b. Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr.

K.V.Ramakrishna: +918104997177 email: kvramakrishna@irel.co.in

16.0 **MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India). Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. The bidder to provide certificate for minimum 50% and 20% local content required for qualifying Class 1 Local Supplier. The bidder to provide needful certificate as a proof.

The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, shall submit the document indicating the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. Also the document shall be submitted mentioning the details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

17.0 SECURITY DEPOSIT (SD), PERFORMANCE BANK GUARANTEE & RETENTION MONEY

17.1 SECURITY DEPOSIT (PERFORMANCE SECURITY) & PERFORMANCE BANK GUARANTEE

- 17.1.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

For supply & service contract valued more than Rs.5 lakhs. Performance Security deposit is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations/ defect liability period (DLP).

- 17.1.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.
- 17.1.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 17.1.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.
- 17.1.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

17.2 RETENTION MONEY

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/defective work/supply made as retention money.

17.3 SECURITY DEPOSIT & RETENTION MONEY

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value. The performance security should be refunded to the supplier/ contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract/ 365 days beyond DLP.

17.4 REFUND OF SD & RETENTION MONEY

- a) Before releasing SD or retention money in respect of supplies/works, a "No Dues Certificate" shall be issued by EIC/ OIC duly countersigned by Head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.

b) EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/ warranty/ performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.

c) On receipt of “no dues certificate” from EIC/OIC, SD or retention money may be refunded at the earliest, if the contractor is not liable to pay any money to IREL under any other contract.

17.5 **FORFEITURE OF SD & RETENTION MONEY**

The SD & retention money shall 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 Supplier/ Contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ subcontracting of any portion of the work without approval of IREL.

PART - I

TECHNO-COMMERCIAL BID

REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	Documents as per Pre-Qualification Criteria (Annexure - I)	
2	Duly filled ,signed and seal affixed IREL Tender Document (Annexure - II to XII)	
3	Technical Deviation Statement Form duly filled Signed & Seal Affixed	
4	Copy of GST & PAN Certificates.	
5	Proof of submission of EMD / valid exemption certificate (if applicable).	
6	Any other documents as per tender conditions.	

PRE-QUALIFICATION CRITERIA (PQC)

Only competent agencies with sound technical and financial capability meeting the pre-qualification criteria stated here under shall be prequalified for the project. The bidder shall take single point responsibility for execution of the complete work within the plant area as specified in the tender document. No consortium will be allowed for bidding.

1.0 TECHNICAL CRITERIA

The bidder should be experienced in having successfully executed design, fabrication, supply, erection and performance testing/commissioning of electrically heated Tubular Calciner on turnkey basis of minimum 100 Kg/hr feed rate and minimum 950°C operating temperature to other Public Sector Undertakings, Central/State/Quasi Govt. or reputed Private organizations during the last seven years ending 31.07.2026. Bidders have to furnish copies of Work/purchase order along with completion certificate from the client or Certificate for payment received by the bidder for submitted order, which shall be signed with seal by chartered accountant on its letter head with Membership no/FRN and UDIN, as documentary evidence in support of the above mentioned jobs undertaken/completed by them.

2.0 FINANCIAL CRITERIA

- 2.1 The average annual turnover of the bidder during the last three consecutive financial years i.e. 2024-25, 2023-24 and 2022-23 shall be at least INR 147.00 lakh.
- 2.2 The bidder shall submit documents like Audited Balance Sheet and Profit & Loss statement for last three consecutive financial years 2024-25, 2023-24 and 2022-23 as proof of the average annual turnover. If the Audited Balance Sheet and Profit & Loss statement are prepared in foreign currency, exchange rate as on tender e-publishing date shall be taken for calculation of average annual turnover in INR (₹).

Note:

- 1) Only offers from bidders meeting the specified PQ criteria shall be considered for Techno-Commercial Evaluation. Bidder shall submit the following documents as proof for PQ Criteria:
- 2) Copy of qualifying Work/purchase for such work with Work/purchase number and date indicating the scope of work and value completed with all relevant technical and other details.
- 3) Completion certificate from the client indicating satisfactory completion (Showing the value of work) or Certificate for payment received by the bidder for submitted order, which shall be signed with seal by chartered accountant on its letter head with Membership no/FRN and UDIN, as documentary evidence in support of the above mentioned jobs undertaken/completed by them towards the work order of such project submitted above as proof

3.0 SITE VISIT

- 3.1 As work involves specialized equipment & better understanding of site conditions, site visit prior to participate in the bid is mandatory and the proof of the site visit by bidder or its representative shall be submitted along with the bid documents. The bid shall not be considered for evaluation without availability of site visit proof.
- 3.2 Bidders are required to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 3.3 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 INTRODUCTION

IREL (India) Limited, the erstwhile Indian Rare Earths Limited was incorporated on August 18, 1950, with its first unit Rare Earths Division (RED), Aluva, in Kerala. It became a full-fledged Government of India Undertaking under the administrative control of Department of Atomic Energy (DAE) in year 1963 and took over companies engaged in mining and separation of Atomic Minerals in southern part of the country at Chavara, Kerala and the other at Manavalakurichi (MK), Tamilnadu. IREL commissioned its largest flagship Mining & Mineral separation unit Orissa Sands Complex (OSCOM) at Chatrapur, Odisha in 1986. Presently IREL has established plant capacity of about 10 lakhs tons per annum of minerals processing to produce processed minerals i.e. Ilmenite, Rutile, Zircon, Sillimanite and Garnet. IREL has also set up a Rare Earths Extraction Plant at Odisha to produce about 11,000 ton of Rare Earth Concentrate in terms of RE Chloride and associated products. A RE refining plant at RED, Aluva is operational to produce separated High Pure Rare Earths Oxide. IREL has also established a Rare Earth Metal and Titanium Theme Park in Bhopal, Madhya Pradesh.

Rare Earth Division of IREL at RED, Aluva is presently processing Mixed Rare Earth Chloride and producing high pure Rare Earths Oxides of Lanthanum, Cerium, Neodymium/Praseodymium, Samarium, Gadolinium, Yttrium and Dysprosium. To produce end product, RED plant is intended to invite bid from bidders for Design, fabrication, inspection, transportation, supply, unloading, erection and performance testing of Electric heated tubular calciner including all accessories as indicated in the Bill of Quantities.

2.0 SCOPE OF WORK

The scope of work envisaged under this contract shall include but not limited to the following:

Scope of the work shall include design, fabrication, supply, erection, commissioning and performance-testing of electrically heated tubular calciner on turnkey basis, at our site in IREL, RE Division, Udyogamandal, Kochi, Ernakulum District, Kerala State. The calciner is intended for calcinations of Nd-Pr Oxalate into respective oxides, at a temperature of 950°C – 1000°C. The Loss on Ignition (LOI) of the product (oxides), when tested at 1000 °C, shall be less than 0.5%.

- 2.1 Erection and performance testing of electric heated tubular calciner of feeding capacity 200 kg/hr. Vendors shall specify the space requirement (for building) for calciner including arrangement for product collection in 1 ton Jumbo Bags, drives, electric panel, bag filter, scrubber, blower, chimney, etc
- 2.2 The contractor must provide all the required structures for self-supporting /working of the calciner. The Calciner shall have feed hopper, feeding mechanism, rotating tube/retort with baffle, discharge hopper, sieving arrangement (magnetic vibro screen to ensure free from foreign contamination), dust collection and flue gas vent facility etc.
- 2.3 All metallic parts/components having direct contact with feed/product should be made of SS 310.

3.0 GENERAL DESCRIPTION OF THE ELECTRIC HEATED TUBULAR CALCINER

Tubular Calciner is envisaged, having 200 Kg/hr (feed) capacity. The arrangement should have feed hopper, feeding mechanism with proper sieving (If required) and lump breaker arrangement, rotating tube/retort, electrical heater assembly (Birdcage Heater) for preheating & heating up to 950°C – 1000°C, cooling arrangement for cooling the final product to 70°C or below, discharge hopper with magnetic vibro screen (to trap Ferrous contamination), electrical variable speed drives for retort & feed mechanism, dust collection

& hot gas discharge arrangement etc. The calciner supplied shall have complete electrical & instrument cabling including earthing, all electrical accessories, instruments like temperature indicators, controllers etc., for each heating zone, VFD drive etc., cabinet AC of suitable capacity for cooling the entire panel M.C.C./Control Panel made of MS sheet of dust proof enclosure along with cabinet AC of suitable capacity for cooling the entire panel, self-supporting modular construction as per relevant standards for easy and safe operation of the equipment.

TECHNICAL REQUIREMENTS

3.1 The specification covers the technical requirements for " Design, fabrication, supply, erection, commissioning and performance-testing of electrically heated tubular calciner on turnkey basis having a feeding capacity of 200 kg/hr including accessories" to IREL, Udyogamandal in the State of Kerala. The tubular calciner with all accessories shall be erected at a given site.

3.2 The calciner and accessories indicated in the 'Bill of Quantities(BoQ)' attached as Annexure III shall be designed for continuous operation in accordance with the details furnished in the data sheets of feed & product (given as clause no. 18) and within the available space indicated in the equipment layout drawing of erection site attached as Annexure A.

Particle size distribution of the feed material (Approximate) :

D₁₀ - 11 microns,

D₅₀ - 53 microns,

D₉₀ - 90.3 microns.

3.3 Tubular Calciner is envisaged, having 200 Kg/hr (feed) capacity. Vendors shall specify the space requirement (for building) for calciner including arrangement for product collection in 1 ton jumbo bags, drives, electric panel, bag filter, scrubber, blower, chimney, etc. Electrical heating coil assembly (Birdcage Heater) of the calciner shall have minimum four zones of equal length for preheating and heating (Heating up to 950°C - 1000°C) and discharge of the final product at 70°C or below.

3.4 Electric power to the heating coils (Birdcage Heater) shall be fed through Thyristor controller.

3.5 Electric motors for the screw feeder and retort shall be operated through individual Variable Frequency Drives (VFDs) of suitable capacity to enable the speed control of the motors to control the feed rate and retention period respectively.

3.6 Power/control panels shall be fabricated with 2 mm CRCA MS sheet and shall be with 7 tank processed powder coated painting.

3.7 The Calciner will be supplied with a Control Panel neatly wired and fitted with the following constituent parts.

- PID type Digital temperature indicating controller for controlling the calciner temperature.
- Over temperature safety controller and hooter arrangement.
- Thyristor controller
- Semi-conductor fuses.
- 1 Set Ammeter, Voltmeter and selector switch.
- Air break magnetic contactor, HRC fuses Push buttons and overload relay etc. for all motors.
- Indicating lamps.
- On-Off Rotary switches
- 1 No Main isolator
- Cabinet AC of suitable capacity for cooling the entire MCC panel.

- 3.8 Power/Control Panel shall be self-supporting modular construction as per relevant standards and with easy & safe operation of the equipment.
- 3.9 Connection and control (starters) to all electrical loads for the Calciner shall be from the power panel. The Contractor has the liberty to accommodate temperature controller and blind controls in the power panel.
- 3.10 Electrical switch gears used in the power panel, temperature sensors, main temperature controller, blind temperature controller etc. shall be of reputed make as specified in clause No.5.
- 3.11 Separate temperature sensors, main temperature controller and blind temperature controller shall be provided for each zone of pre-heating and heating area.
- 3.12 Suitable capacity gear system shall be provided for the screw feeder and retort.
- 3.13 Suitable capacity roller (bearing arrangement) for the retort and stoppers at suitable distance shall be provided for the smooth rotational movement of the retort.
- 3.14 Retort tube at the heating zone and cooling zone shall be properly aligned for the free flow of the feed material towards the discharge end.
- 3.15 Suitable arrangement shall be provided to adjust the inclination/slope of the Calciner retort to adjust the material flow inside the retort and retention period.
- 3.16 Suitable arrangement / mechanical hammering system shall be provided on retort to avoid sticking of material (descaling) inside the retort. There should be provision to stop the hammering, if required.
- 3.17 For the erection and performance testing of electric heated tubular calciner of feeding capacity 200 kg/hr, vendors shall specify the space requirement (for building) for calciner including arrangement for feed hopper with feeding mechanism (Holding capacity of minimum 1500 Kg of feed material), product collection in 1000 kg Jumbo Bag (Size: L=100cm, B=100cm, H=115cm), drives, electric panel and fumes/ gas exhaust system etc.
- 3.18 The calciner and accessories indicated in the 'Bill of Quantities (BOQ)' shall be designed for continuous operation in accordance with the details furnished in the data sheet for feed & product.
- 3.19 The vendor has to adopt the most economical design with view of energy conservation and manpower requirement in the most efficient manner.
- 3.20 The design, manufacture, identification of material and testing of the equipment covered in this specification shall comply with the latest editions of the relevant Bureau of Indian Standards. In cases where suitable Indian Standards are not available, generally accepted codes and practices shall be adopted.
- 3.21 Temperature required for complete calcinations of Nd-Pr Oxalate is 950°C – 1000°C with a retention period of two hours.
- 3.22 The required mechanical structure and supports etc. for the equipment will be provided by party.
- 3.23 Water and electricity during erection and commissioning/test-run, shall be arranged by IREL at site at single point, free of cost. Man power required for charging of feed material into calciner and product collection from calciner during the performance testing period shall also be arranged by IREL.
- 3.24 Being a turnkey project, the complete works from design to performance testing, including fabrication, supply, unloading and erection of Calciner with accessories mentioned above, electrical and instrumentation system are to be carried out by the supplier.
- 3.25 PERFORMANCE TESTING: The Supplier has to carry out uninterrupted performance test at the rated

capacity for a minimum period of 7 days.

- 3.26 The supplier has to design the equipment conforming to all statutory requirements. The equipment shall conform to the emission limits/ chimney height/ sound level/ vibration levels etc., prescribed by CPCB/KSPCB/ Department of factories and boilers, State/ Central authorities.
- 3.27 The item supplied should be guaranteed for the quality of materials, workmanship & trouble free operation for a minimum period of 12 months from the date of commissioning.

4.0 STANDARDS

- 4.1 The design, manufacture, identification of material and testing of the equipment covered in this specification shall comply with the latest editions of the relevant Bureau of Indian Standards. In cases where suitable Indian Standards are not available, generally accepted codes and practices shall be adopted.
- 4.2 The Offer submitted by the Bidders shall not deviate from the technical specifications and only technically acceptable Offers will be qualified for opening of Price bids.

5.0 PREFERRED MAKES OF ELECTRICAL & INSTRUMENTATION ITEMS

Electric motors	: Crompton Greaves / Kirloskar/ Bharat Bijlee/ ABB/ Siemens
Electric accessories In Control Panel	: Siemens / L&T / Sehneider
Power cables	: Polycab/Lapp/Finolex
Instrument cables	: Lapp/Belden
VFD	: ABB make, model 380
Main Panel	: Rittal or Equivalent

6.0 CONTRACTOR'S DRAWINGS/DOCUMENTS

- 6.1 The Contractor shall also forward to IREL the following drawings/documents, within 21 days after acceptance of Work order as per clause no. 2 indicated above:-
- Two (2) sets of Dimension drawings of tubular Calcliner and accessories
 - Two (2) sets of drawings of MS supports and platform for tubular calciner and accessories to facilitate fabrication & erection of supports by IREL.
 - Two (2) copies of foundation drawings of the MS supports of equipment
 - Bills of purchase and material test certificate of stainless steel to be used for fabrication.
- 6.2 Any shop work done prior to the approval of drawings will be at the Contractor's risk. The Contractor shall make changes in the design, which are considered necessary to make the equipment conform to the provisions and intent of the specification, without any additional cost to the Purchaser.
- 6.3 The checking and approval of the above document by IREL is for the benefit of IREL, and shall not relieve the Contractor from full responsibility for ensuring correct interpretation of dimension drawings and specifications or for completeness and accuracy of the shop drawings and relevant specifications.
- 6.4 The Contractor shall record all deviations, concessions, omissions, changes, etc. occurring throughout the manufacturing assembly and testing phases and submit two complete sets of hard copies of 'as built' drawings and also mail the soft copy to the mail id required by IREL during dispatch of equipment.

7.0 MISTAKES IN DRAWING

The Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such particulars and drawings have been approved by IREL or not. The Contractor shall pay for any extra cost due to any alteration of the works necessitated by reason of any discrepancy, error or omission in the drawings and particulars supplied by the Contractor. If the Contractor fails to make such alterations, IREL may do so at the risk and cost of the Contractor.

8.0 BATTERY LIMITS

8.1 Water

Water shall be drawn from the nearest water point provided by IREL.

8.2 Feed - Nd-Pr Oxalate

Nd-Pr Oxalate generated from Nd-Pr Centrifuge which is collected in jumbo bags and will be the feed material for electric heated tubular calciner. Nd-Pr Oxalate powder is 15-20 % free moisture & 5-10 % bound moisture and having 40-45 % TREO Content. The supplier's scope of work includes the Design, Fabrication, Supply, Erection, Commissioning and Performance-testing of electrically heated Tubular Calciner on turnkey basis including electrical accessories, instruments and M.C.C./Control Panel required in accordance with the Technical requirements as indicated above in clause no.3.

8.3 Electric Supply

- 8.3.1 Electric power to the equipment shall be given by IREL up to the P.C.C. located at about 50 m distance from the proposed location of calciner as indicated in the Equipment layout drawing attached as Annexure A.
- 8.3.2 All the connection to the loads from the MCC panel shall be under the scope of contractor. All the loads are to be connected by copper conductor armored cable of make as specified above in clause no. 5.

8.4 WORK NOT INCLUDED

- 8.4.1 Civil foundations of equipment supports
- 8.4.2 External power wiring up to P.C.C.
- 8.4.3 Piping
- 8.4.4 Operating platform & Hoist

9.0 SCOPE OF CONTRACTOR

- 9.1 Complete works from design to performance testing, including fabrication, supply, loading at party's workshop, unloading of calciner at IREL site, transit insurance from party's work shop to IREL site, erection and commissioning of Calciner with accessories mentioned in the scope of work.
- 9.2 All tools, lifting tackles, labour (skilled and unskilled), consumable materials, Cranes, ladders, platforms, temporary supports and other necessary facilities required for the handling and erection of the equipment supplied under the Contract.
- 9.3 Unless or otherwise provided in the Contract, the Supplier shall arrange all construction/erection equipment/vehicle, welding equipment, erection and lifting tools and tackles, instruments and appliances required for the erection work, as well as equipment, tools and tackles for the transportation to site of erection of all equipment supplied under the Contract.
- 9.4 All the connection to the loads from the power/control panel shall be under the scope of contractor. All the loads are to be connected by copper conductor armored cable of make as specified in clause no. 5.
- 9.5 The Supplier shall provide necessary supervisory personnel, staff, skilled and unskilled labor, including electrical personnel with approved license as per Indian Electricity Rules 1956 as amended from time to time, to ensure that the whole of the erection work is completed in all respect within the period specified in the Contract. The Supplier shall ensure, when local laws require, the concerned employees have to obtain and hold certificates of competency for their work from the competent authority.
- 9.6 The supplier has to engage only the labor having ESI, PF and other statutory valid registration for Site work at IREL (India) Limited. Any claim raised out of any such violation will be at the supplier's own risk and cost.
- 9.7 During guarantee period, in case of any failure to the equipment or accessories, the supplier has to come to site within 24 hours of receipt of intimation from IREL on free of cost.
- 9.8 Supplier must have the facility to carry out annual maintenance contract with IREL after guarantee period.

10.0 IREL'S SCOPE OF SUPPLY

- 10.1 The civil foundation for the Tubular Calciner& accessories.
- 10.2 Water and Electricity required during erection and commissioning/test-run shall be arranged at site at single point, on free of cost. Contractor shall make his own arrangement for the safe and economical use of the same.
- 10.3 Man power required for charging of feed material into calciner and product collection from calciner during the performance testing period.
- 10.4 Electric power to the equipment shall be given by IREL up to the Power/control panel supplied by the contractor.
- 10.5 Operating platform & electric hoist.

11.0 TECHNICAL DATA TO BE FURNISHED BY TENDERER

The Tenderer shall submit Catalogues, leaflets and the following technical details within the battery limits along with the Offer.

- a) Detailed Technical specification of Calciner& accessories
- b) General arrangement drawings showing major dimensions of Calciner
- c) General arrangement drawing indicating the elevation of Calciner& accessories.
- d) Space requirement for Calciner& accessories.
- e) Electrical and instrumentation wiring diagram and details
- f) Safety arrangements & interlocks
- g) Material Test certificate for the Stainless steel from manufacturer and brought out items are to be furnished along with supply.
- h) List of spares required to be maintained by IREL, RED shall be provided.

12.0 INSPECTION

- 12.1 IREL reserves the right to conduct stage inspection/pre delivery inspection at contractor's site if required. However the acceptance of the calciner will be after the final inspection and successful performance test at IREL site.
- 12.2 The Supplier shall inform IREL before dispatching the ordered equipment to the erection site.
- 12.3 The bidder ought to update the progress of the work periodically to IREL.
- 12.4 The Calciner and all accessories shall be tested at successful bidder's site prior to dispatch if required.
- 12.5 The Supplier shall carry out any change or modifications as pointed out by IREL during inspection at no extra cost.
- 12.6 IREL's inspection and certification does not absolve the Supplier of his responsibilities towards the satisfactory operation and the guarantee/warranty of the system.
- 12.7 In the case of inspection at Supplier's site, IREL's representative shall be given full access to the shop in which the equipment is being manufactured or tested. IREL shall be notified well in advance of the fabrication and major tests for the purpose of general inspection and witnessing the tests.
- 12.8 Manufacturer's test certificates for different components including SS material, individual brought out items of Calciner are to be submitted along with supply to IREL.

Manufacturers test certificates shall be produced for different components including individual brought out items of Calciner at the time of inspection by the representative of IREL.

13.0 DELIVERY AND DOCUMENTS

All equipment and materials as per this contract shall be delivered at IREL (India) Limited, RE division, Udyogamandal, Ernakulam district, Kerala.

The following documents shall be furnished along with tax invoice:

- a) The Supplier's invoice showing work order no., goods description, quantity, unit price, Applicable GST, total amount.
- b) Delivery note, packing list, freight pre-paid lorry receipt.
- c) Supplier's/Manufacturer's Guarantee certificate.
- d) Two copies of Operating & Maintenance manual, two complete sets of hard copies of 'As built drawings' of Tubular Calciner& components and Test certificates of brought out items.
- e) Inspection Reports.
- f) Soft copy of Supplier's/Manufacturer's Guarantee certificate, Operating & Maintenance manual, 'As built drawings' of Tubular Calciner & components and all relevant test certificates.
- g) Any other documents that evidencing payment of statutory levies.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical.

14.0 COMPLETE ERECTION & PERFORMANCE TESTING

- 14.1 The Supplier has to undertake erection of the Tubular Calciner & accessories supplied by him as per the approved drawings, specifications or bills of materials. This shall include the complete erection supplied under the Contract including aligning, leveling of equipment, starting up and operating the Equipment to meet specified performance guarantee and handing over the equipment to IREL.
- 14.2 The Supplier shall make arrangement to draw electricity and water to the erection site from selected locations at site where electricity and water shall be provided by the Purchaser at such terms and conditions as stipulated in the Contract.
- 14.3 The Supplier shall provide consumable materials, Cranes, ladders, platforms, temporary supports and other necessary facilities required for the handling and erection of the equipment supplied under the Contract.
- 14.4 Unless otherwise provided in the Contract, the Supplier shall arrange all construction / erection equipment/vehicle, welding equipment, erection and lifting tools and tackles, instruments and appliances required for the erection work, as well as equipment, tools and tackles for the transportation to site of erection of all equipment supplied under the Contract.
- 14.5 The Supplier shall provide necessary supervisory personnel, staff, skilled and unskilled labour, including electrical personnel with approved license as per Indian Electricity Rules 1956 as amended from time to time, to ensure that the whole of the erection work is completed in all respect within the period specified in the Contract. The Supplier shall ensure, when local laws require, the concerned employees obtain and hold certificates of competency for their work from the competent authority.
- 14.6 On completion of the erection work, the Supplier shall promptly notify IREL the proposed date of the commencement of the start-up operations.
- 14.7 Should the start-up period extend beyond the scheduled period due to difficulties encountered with the equipment supplied under the Contract or due to inadequacy of the Supplier's staff or due to any incorrectness in erection work or due to any other reason for which the Supplier is responsible, IREL will have the right to impose LD as per LD clause.

15.0 PERFORMANCE GUARANTEE TEST

- 15.1 The supplier has to design the equipment confirming to all statutory requirements. The equipment shall confirm to the emission limits/ sound level/ vibration levels etc., prescribed by CPCB/KSPCB/, any other statutory State/ Central authorities.
- 15.2 The Supplier has to undertake erection of the Tubular Calciner& accessories supplied by this contract as per the approved drawings, specifications or bills of materials. The complete erection under this Contract shall include aligning, levelling of equipment, commissioning and performance test run of the whole equipment to meet specified requirements and handing over the equipment to IREL.

- 15.3 On completion of the erection work, the Supplier shall promptly notify IREL the proposed date of the commencement of the performance test.
- 15.4 The Supplier shall be responsible for carrying out performance tests on the equipment supplied by him as indicated in the Technical specifications covered in this Tender document, in the presence of IREL's representatives. This responsibility shall rest with the Supplier regardless of whether the erection has been carried out by him or any other agency.
- 15.5 The Calciner and accessories must be performance tested at IREL site and the Supplier must ensure normal working of the system. The following shall be ensured as part of performance testing :-
- 15.5.1 The Calciner and components shall be mechanically run and tested for smooth operation for a minimum period of 7 days.
- 15.5.2 During the test run period, calcined product material should obtain LOI less than 0.5% consistently.
- 15.6 The Supplier's representative must be present during the performance trials. Any defects noticed must be rectified by providing suitable modifications or additional provisions for smooth and reliable operation shall be under the scope of contract without costing to IREL, RED. On satisfactory completion of the performance tests as stipulated above, the Calciner& accessories will be accepted by IREL.
- 15.7 The performance test is extended beyond the scheduled period due to difficulties encountered with the equipment supplied under the Contract or due to inadequacy of the Supplier's staff or due to any incorrectness in erection work or due to any other reason for which the Supplier is responsible, IREL will have the right to freeze an amount from the Supplier as may be deemed reasonable by IREL.

16.0 SAFETY & HOUSEKEEPING

It is the sole responsibility of the Supplier to carry out the work in an utmost safe manner. The Supplier will have to carry out erection and performance testing of the electric heated tubular calciner as per the rules laid down by IREL Safety section. Necessary safety work permit has to be taken before starting the site work. The work spot shall be maintained neat and clean on daily basis. The debris generated during the course of erection must be shifted to the scrap yard situated within 300 m radius from the work site in consultation with the Engineer-in-charge. If such waste is not removed, the expenses incurred for the waste removal will be deducted from the Supplier's bill.

- 16.1 The Supervisors and Workmen engaged by the Contractor for the work shall undergo 1 day Safety Training conducted by company's safety department before the commencement of the field work.
- 16.2 The contractor is fully responsible for carrying out the work in a safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IREL safety department.
- 16.3 Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work.
- 16.4 The work must be carried out under close supervision and without causing any damage/hindrance to the existing structure or equipment and other activities in the surrounding areas.
- 16.5 The work spot shall be cleared of the waste materials /debris on daily basis. On completion of the work all working implements, scaffoldings, excess materials, etc., if any must be removed from site immediately.
- 16.6 Proper covering should be provided to prevent any foreign impurities from contaminating other tanks/products by covering the nearby tank/equipment by tarpaulin or any other arrangement.

- 16.7 The contractor has to ensure proper ventilation and illumination on tanks/equipment before starting the allocated works in plants.
- 16.8 The Contractor must provide Personal Protective Equipment for their workmen suitable for the working environment and also as per the advice of the Safety-in-charge/Engineer-in-charge. All tools & tackles and working implements such as ladders, welding machines, gas cutting machines, drilling machines, angle grinder, welding mirrors, extension boards, scaffolding materials, etc. shall be shown to safety department for competent person approval before executing the work. The list of tools & tackles and working implements approved by safety Department shall be submitted to the EIC.
- 16.9 The scaffolding used for height work shall be of Mild steel tubular type with base plate, boards and necessary bracings and working platform must be provided with hand rails. Materials used must be of good quality and strength. Safety net shall be provided wherever the work is carried out at height of more than 3 metres. Also, safety net shall be provided below the working platform of the scaffolding while work is being carried out at height. Double lanyard safety belt shall be used while working at height and the hook shall be clamped at different locations on the lifeline/ rigid structures.
- 16.10 Electrical extension boards are to be fitted with safety devices like ELCB/RCCB, MCB, etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked industrial socket. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the loads to be connected. Poor insulated cables and too many joints on the cable shall be avoided.
- 16.11 Flash back arrestors shall be provided in both the torch side and the cylinder side of all gas cutting equipment. Gas cylinders used for cutting and welding operations shall be mounted on the trolley.

In order to ensure 100% compliance of safety related regulations and procedures and non-use of PPE, penalty will be imposed on the contractor for not adhering to safety rules & regulations as detailed below in table. The contractor must endeavor to avoid penalty by encouraging, motivating and making their employees aware about all the Safety regulations.

S. No.	Safety violation	Penalty
1	Non-use of PPE like Helmet/Safety shoes etc.	Rs. 250/-per day/item/person
2	Hot work without proper permit/clearance	Rs. 1000 /- per occasion
3	Non-use of ELCB, use of non-standard socket, poor cable joint, laying wire/ cables on roads, electrical job by incompetent person, use of more than 24V power in confined space	Rs. 500/- per item / day
4	Working at height without safety belt, using nonstandard scaffolding and not arranging fall protection arrangement	Rs. 500/- per case/day
5	Handling of compressed gas cylinders without trolley, jubilee clips, double gauge regulator & improper storage& handling	Rs. 200/- per item/day
6	Non deployment of safety supervisor/supervisor responsible for safety at work site	Rs. 1000/- per day

17.0 THE OTHER IMPORTANT POINTS

- 17.1 The Supplier has to engage only the labour having ESI, PF and other statutory valid registration for Site work at IREL. Any claim raised out of any such violation will be at the Supplier's own risk and cost.
- 17.2 The Tenderer can inspect the site on any working day during office hours (9.00 AM TO 4.30 PM) before submitting their tender.

18.0 DATA SHEET FOR THE CALCINATION OF Nd-Pr OXALATE

	GENERAL-TECHNICAL REQUIREMNET	
1.	Type of calciner	Electrically Heated Tubular/rotary type
2.	Rated Capacities & Quantity requirement	200 Kg./hr input/feed material
3.	Details of feed/ input material for Calcination	➤ Name :Nd-Pr Oxalate ➤ Chemical formula:(NdPr)₂(C₂O₄)₃.nH₂O ➤ Free moisture content : 15-20 % ➤ Bound moisture content : 5-10 % ➤ Total Rare Earth Oxide Content: 40-45 %
4.	Particle size distribution of the feed material	D ₁₀ – 11 microns, D ₅₀ – 53 microns, D ₉₀ – 90.3 microns.
5.	Details of Product / Output material after Calcination	➤ Name :Nd-Pr oxide ➤ Chemical Formula: (NdPr)₂O₃ ➤ Loss on Ignition (LOI) :Less than 0.5%
6.	Production rate	Approximately 100 kg/hour (output product rate)
7.	Bulk density of Feed and Product	➤ Feed: 0.54 g/cc ➤ Product: 0.99 g/cc.
8.	Major Components of the Equipment	➤ Retort: Rotary ➤ Feed hopper (with lump breaker and grill) : Holding capacity of minimum 1500 Kg of feed material ➤ Screw feeder ➤ Discharge hopper with magnetic vibro screen ➤ Dust collection arrangement ➤ discharge vent, relevant accessories etc.
9.	Temperature & retention/residence time for Calcination	950 ° C- 1000 ° C; Residence time – Normal 2 hrs
10.	Discharge temperature of calcined product	Suitable for collection in plastic liner jumbo bags

11.	Method of calculation of LOI of product Nd-Pr Oxide	2 g of the product material is calcined at 900°C for 30 minutes. After cooling, the LOI is calculated as $\text{LOI} = \left(\frac{\text{Loss in weight}}{\text{Initial weight}} \times 100 \right) \%$	
12.	MOC	RETORT & all metallic parts/components having direct contact with feed/product	SS 310
13.	Loss of weight after Calcination	55-60% (approx.)	
14.	Minimum Space requirement for Calciner operation (L,B&H) in m.	$L = 15 \text{ m}, W = 2.5 \text{ m}, H = 4 \text{ m}$	
15.	Diameter & Length of Retort, in meters (tentative)	$\text{Dia} = 0.8 \text{ m}, \text{length} = 15 \text{ m minimum}, \text{Thickness} = 10 \text{ mm}$	
16.	Cooling arrangement for the product	Indirect water or air cooling or vendor to provide	
17.	Rated Electrical Load (Units per hour)	Peak value 250 Kwh	
18.	Retort Drive (Electric motor with VFD & geared motor)	Geared motor 5 HP min, VFD provided	
19.	Baffle- detailed design inside the Retort	Vendor to provide	
	ELECTRICAL & INSTRUMENTATION		
20.	Heating Coils, Thyristor controller & Insulation	Heating coil Ni/Cr 80/20 wire or better fixed within heater holding refractory tubes and disk to make birdcage type heaters.	
21.	Electrical	MCC with panel for all electrical equipment with cabling racks etc. Cabinet AC for cooling MCC panel. Switch gears: Siemens/L&T/Schneider Motors Make: Siemens/ABB/Kirloskar/ Bharath Bijlee VFD Drive : ABB model 380	
22.	Instrumentation System	On-Off temperature Control for each zone with blind controller for safety. PID type digital controller for independent zone control.	

	OTHER REQUIREMENTS	
23.	Dust Collection & flue gas vent facility	<i>Dust Collector with flue gas vent facility</i>
24.	Insulation & Skin temperature	<i>305 mm graded layer + skin temp ambient + 35 degree max</i>
25.	Magnetic vibro screen, (Mesh size 30 of SS310)	<i>MOC-AISI 304 .</i>
26.	MS material for structural support	<i>Conforming to IS 2062</i>
26.	PERFORMANCE TESTING	Seven days continuous testing / trial run with the input feed material.
27.	Painting	The calciner will be finished with heat resisting quality aluminum paint and the panel with attractive paint after giving necessary red oxide coating.

19.0 COMPLETION PERIOD

- 19.1 The work shall be completed in all respects within a period of 09 (Nine) months from the date of acceptance of order and this shall be reckoned as the zero date of the Contract. Date of acceptance of order means seven days from the release of order date.
- 19.2 The successful bidder shall submit detailed schedule of activities to EIC within 10 days from the acceptance of order to ensure timely completion of work.
- 19.3 Within 10 days of acceptance of order, the contractor shall appoint a SPOC (Specific point of contact) who will represent the contractor and supervise the erection & commissioning and shall be responsible for all activities under the scope of work.
- 19.4 All the equipment, facilities and associated structures to be supplied by the qualified bidder shall be freshly acquired and new only. No used/ old equipment/ facilities or any item is accepted as part of this supply. In case, it is found at a later stage during execution of this project or operation of the plant that the equipment/parts of the equipment/ facilities supplied by the selected bidder were used/old, IREL may have the right to reject that equipment/ facility or portion/ part of the facility(s) and the selected bidder need to replace the same with new ones at its own cost as per mutually agreed timelines.

20.0 PAYMENT TERMS

Clause No.	Payment term	Equipment / Machinery and Electrical panel etc.
20.1	Verification and approval of the dimension drawing of the system, against the submission of bank guarantee from a Nationalized/Scheduled bank for equal amount valid till the completion of erection, performance test and acceptance by IREL.	20% of total order value
20.2	After completing supply of Electric heated tubular calciner including all accessories and receipt and acceptance of the equipment at IREL Stores.	50% of the total order value
20.3	Completion of erection and performance testing of the equipment at site	25% of the total order value shall be paid along with BG if submitted by party as per clause 20.1. If party has not claimed payment against clause 20.1, the same shall be paid after completion of erection and performance testing of the equipment at site.

20.4 5% of total order value will be retained towards performance guarantee along with SD submitted. Retention money will be released against the submission of bank guarantee from a Nationalized/Scheduled bank for equal amount along with SD or after end of guarantee period.

20.5 No advance payment will be made under any circumstances.

20.6 The Contractor's request(s) for payment shall be made to IREL in writing, accompanied by invoice in triplicate, describing, as appropriate, the equipment delivered and Services performed, inspection report submitted and fulfilment of other obligations stipulated in the Contract.

20.7 The Contractor has to submit Guarantee certificate for the complete system of Electric heated tubular calciner with accessories while submitting the final claim.

20.8 Payment shall be made after statutory deductions. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

20.9 ESIC/PF/IT etc. will be deducted from Running Account/Final bill as per statutory requirement unless exemption certificate is submitted.

20.10 As per provision of the Income Tax Act 1961, the Company will be deducting the Income tax (TDS) at the rate specified by the government from payments that will be made to the Supplier.

21.0 PRE-BID MEETING

The pre bid meeting shall be conducted on 01-09-2026 as online/offline at IREL, RED, Udyogamandal. Online details will be send to the party based on the response through mail to purchase-red@irel.co.in

Purpose of pre-bid is to invite clarifications (if any) from the interested experienced agencies regarding the Minimum technical specifications, Scope of work, other terms & conditions related to this tender. Also, to know the site condition and labor practice followed at Eloor industrial belt before submitting the quote.

22.0 QUALIFICATION AND EXPERIENCE OF SUPERVISOR AND WORKMEN

Contractor must appoint a SPOC and work supervisor for carrying out the site work.

- 22.1 Work Supervisor -Degree in Mechanical/Electrical Engineering with min. 2 year experience/ Diploma in Mechanical/Electrical Engineering with min. 4 year experience in mechanical maintenance of chemical industries.
- 22.2 Welder/Fabricator/Electrician- ITI Passed (Welder/Fabricator/Fitter/Sheet Metal/Electrical Trade) with min. 2 year experience OR person with 5 year experience in arc welding, gas welding and gas cutting works connected with fabrication / mechanical maintenance works/ electrical maintenance works in any industry
- 22.3 Fitter/Rigger- ITI Passed (Fitter/Rigger Trade) with min. 2 year exp. In mechanical maintenance of any industries with multi craft skills OR person with minimum 5 years' experience in fabrication / mechanical maintenance works of any industry with multi craft skill like fitting, welding, gas cutting and rigging.

23.0 PERFORMANCE WARRANTY

The electric heated tubular calciner and accessories must be guaranteed against any defective workmanship for the ability to withstand the process requirement mentioned, and for the quality of the material used for a minimum period of twelve months from the date of completion of performance testing trials. Party has to submit a comprehensive warranty certificate after commissioning and performance test acceptance by IREL, RED.

24.0 SECURITY DEPOSIT

Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Tax) towards satisfactory completion of order. Security deposit is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

25.0 ENGINEER IN CHARGE (EIC)

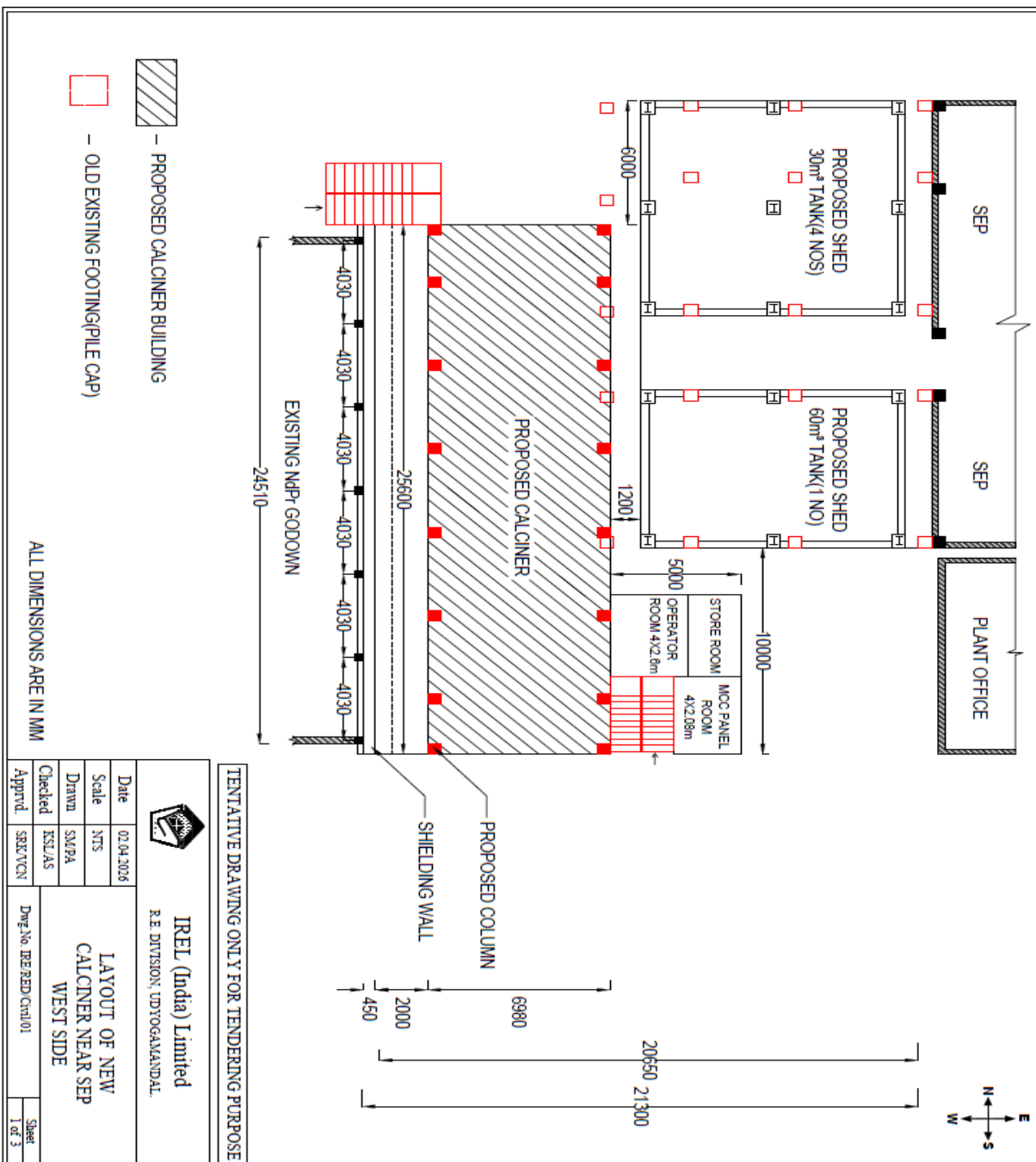
Shri. Tara Singh Mehta, DM-Tech (Production) shall be the Engineer in charge for the work

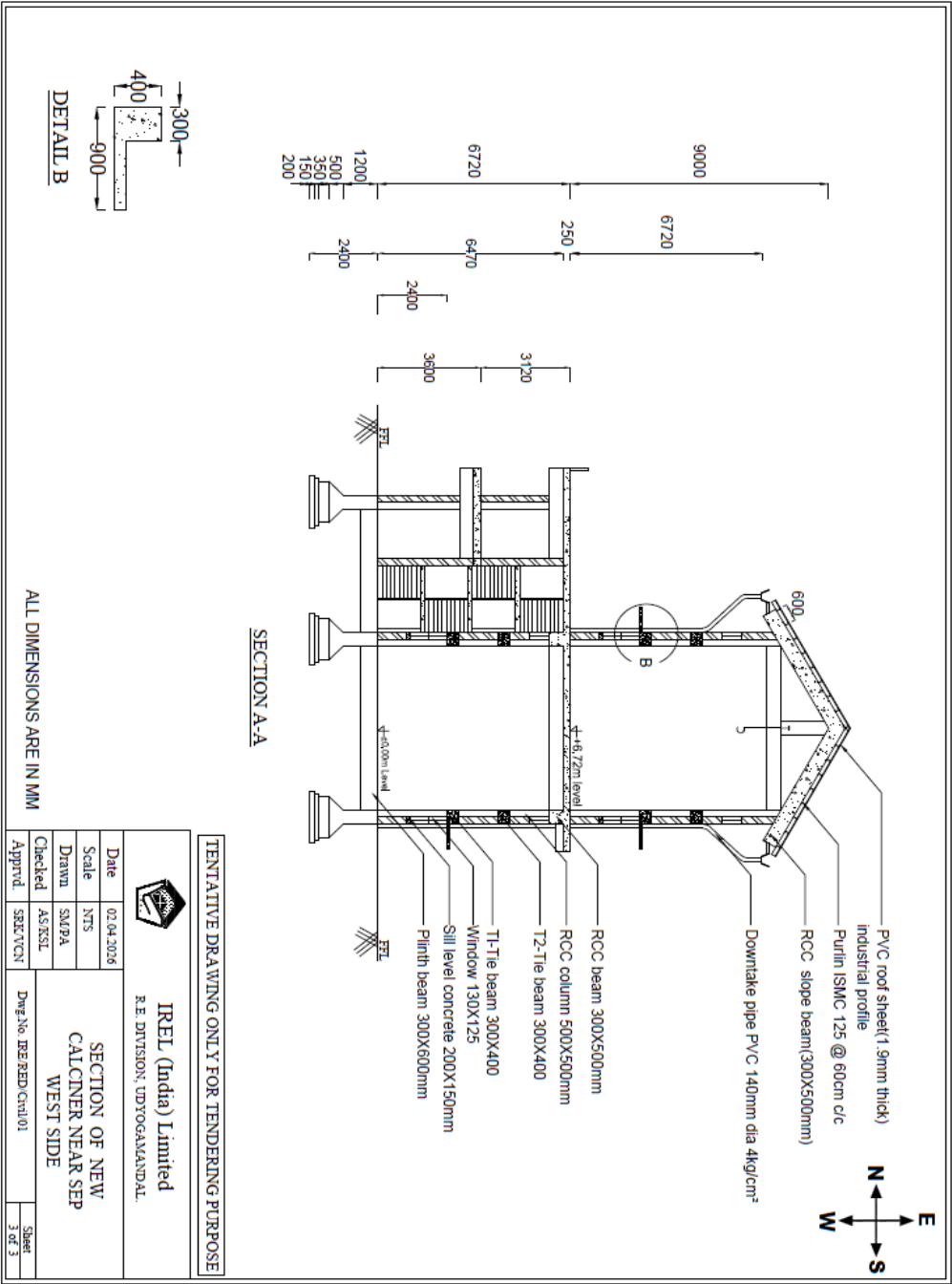
BILL OF QUANTITIES (BOQ)

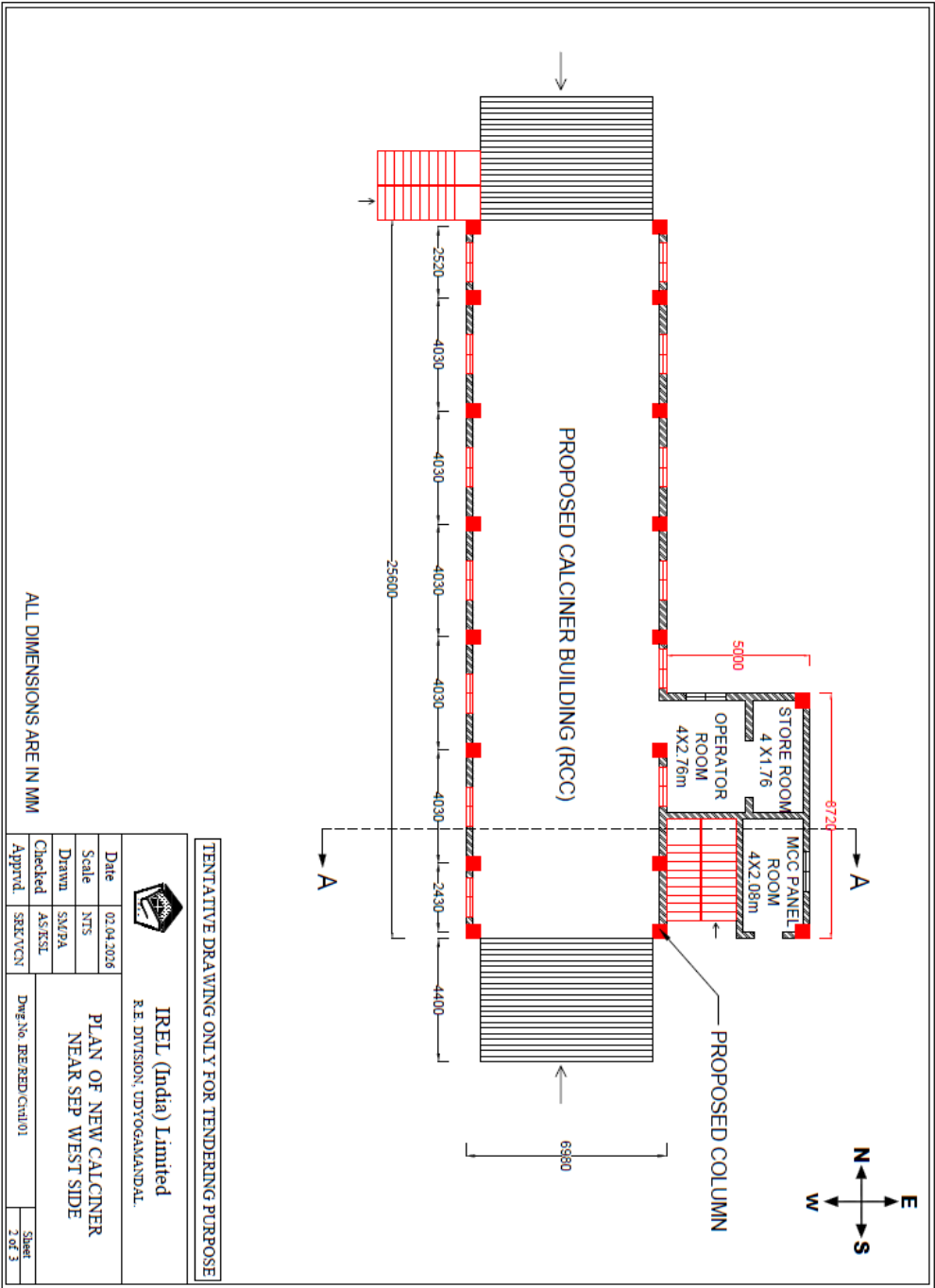
S. No.	Description of work	Quantity	Unit
1	Design, Fabrication, Transportation, unloading, Supply, Erection, commissioning and performance testing of electrically heated Tubular Rotary calciner with mechanical supports and related components including electrical & instruments accessories and Panel as per SCOC, approved drawings and technical data sheet clause no. 18 of SCOC.	01	Number

DETAILS TO BE FURNISHED ALONG WITH THE OFFER

S. No.	Description of work	GST in %	HSN code
1	Design, Fabrication, Transportation, unloading, Supply, Erection, commissioning and performance testing of electrically heated Tubular Rotary calciner with mechanical supports and related components including electrical & instruments accessories and Panel as per SCOC, approved drawings and technical data sheet clause no. 18 of SCOC.		







TECHNICAL DEVIATION STATEMENT FORM

Tender No. / Date:

Name of Work:.

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However, in case of any deviation, the same has to be recorded clearly in the technical deviation statement form.

The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'. If not endorsed, it will be considered as 'No deviation'.
- b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

IREL (INDIA) LIMITED, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in 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 undertakings.

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 E-mail:cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail:cvo@co.gov.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 rule of the Company.

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation Deputy General Manager- Technical (Purchase)

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

IREL (India) Limited
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

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

I / We agree and undertake:

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.

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

Signature.....

Name.....

Title.....

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

EMD DECLARATION

I have furnished a sum of Rs./- (Rupees.....only) towards EMD vide NEFT/RTGS/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of Bank	State Bank of India, Udyogamandal Branch, Udyogamandal
Account Type	Current Account
Name of beneficiary	IREL(India) Limited
Account Number	57017844321
IFSC Code	SBIN0070158
MICR Code	682002926

Details of payment to be uploaded as attachment during tender submission and the same shall be e-mailed to: purchase-red@irel.co.in

Email should contain the following details

- 1) Name of the Company.
- 2) Your E-mail ID and Contact Details including full postal Address.
- 3) EMD & TDC Amount.
- 4) Transaction ID with details of bank and branch.

DECLARATION - NON-BLACKLISTING

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

DGM -Technical (Purchase)
IREL (India) Limited
R E Division, Udyogamandal - 683 501
KERALA

Sir,

In response to the Bid Ref No.: _____ dated _____ I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

Annexure to Bid Form: Eligibility Declarations

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No.

Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General financial Rules 2017.

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: and solemnly certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature of the Bidder, with Official Seal)

CONTRACTOR ENROLMENT/REGISTRATION FORM

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. INSURANCE DETAILS :

ESI No.	Name of Insurance Company	Policy No.	Valid	Type of Policy	No. of persons covered

5. LABOUR LICENSE DETAILS:

Labour License No.	Address of Licensing Office	License Issuance Authority	Date of Expiry	Maximum No. of Laboure's as per License

SIGNATURE OF CONTRACTOR

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between IREL (India) Limited (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not ;provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 3.3. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 4.0. **Previous Transgression:**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 **Earnest Money (Security Deposit)**

1.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified by the RFP).

1.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

1.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

1.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

2. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of IREL (India) Limited for a minimum period of five years, which may be further extended at the discretion of the IREL.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent External Monitors

- 6.4 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Dr. M. Malakondaiah, IPS (Retd) 156, Prashasan Nagar, Jubilee Hills, Road No. 72, Hyderabad - 500110 Mobile : 7330960888 Email : mannam1958@gmail.com	Shri Lalit Chandra Trivedi, IRMS (Retd) 701, Premium Tower-IV, Shalimar Township, Indore – 452 010 (MP) Mobile : 9967567679 Email : lctrivedi61@gmail.com
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- 6.5 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.6 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.7 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.8 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.9 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.10 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.11 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The Parties hereby sign this Integrity Pact at _____ on_____.

BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

2

2

SECRECY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of _____, 20- - by and between IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, , Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called “IREL”) on one part and _____, a company duly incorporated under....., with its registered office..... (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

- A. IREL intends to purchase _____from _____(Name of the company).
- B. _____(Name of the company) intends to produce _____at their project in _____(Name of the place) and intend to sell the same to IREL.
- C. The parties, therefore, intend to enter into an MoU and subsequently an agreement for the sale and purchase of _____.

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

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

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

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have

been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

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

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

1. For _____Witness:

(Name) 1.
Designation 2.

2. For IREL (India) Ltd.

Witness:
(Name) 1.
Designation 2.

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/ office address/Warehouse address/factory address)		
3	Building/House Number		
4	Area/Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.		Yes No
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
	Bank Details		
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		

GENERAL CONDITIONS OF CONTRACT (GCOC)
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Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 34

Signature & Seal of the Tenderer

Dated:

- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

- 11.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 11.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 12.0 **Delivery & Documents:**
- 12.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 12.2 Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery. c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 12.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
- 12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article - 22.1 shall apply.
- 12.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 13.0 **Transit Risk Insurance**
- 13.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 13.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements > Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER. > Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER. The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.
- 14.0 **Transportation**
- 14.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 14.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 15.0 **Incidental Services:**
- 15.1 The Seller may be required to provide any or all of the following services:
- 15.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 15.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 15.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 15.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 15.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 15.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 15.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules whenever asked for in the tender.
- 16.0 **Spare Parts, Maintenance Tools, Lubricants**
- 16.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 16.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and 16.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.
- 16.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/ vendors for such spares/maintenance tools for:
- 16.2.1 The construction, execution and commissioning.
- 16.2.2 Two years operation and maintenance.
- 16.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 16.4 Type and sizes of bearings shall be clearly indicated.
- 16.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 16.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 16.7 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- 16.8 **Lubricants**
- 16.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 16.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 16.8.3 Seller shall indicate various equivalent lubricants available in India.
- 17.0 **Guarantee**
- 17.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

17.2 PERFORMANCE GUARANTEE OF EQUIPMENT

17.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove the guaranteed performance of the new equipment without any extra cost to PURCHASER.

18.0 **Prices:**

19.0 Subletting and Assignment:

20.0 Time as Essence of Contract:

21.0 Delays in The Seller's Performance:

ii) ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

22.1.1 Deductions shall apply as per following formula:

22.2 In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

23.0 Rejections, Removal of Rejected Equipment & Replacement

23.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

24.1.1 In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days. The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

24.1.3 In case of termination of CONTRACT herein set forth (under clause 24) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be blacklisted/Debarred as per prevailing guidelines.

25.0 Force Majeure

a) War/hostilities

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|------|--|
| 25.2 | If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures. |
| 25.3 | If a Force Majeure situation arises, the SELLER 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 SELLER 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. |
| 25.4 | 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 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side. |

26.0	<u>Resolution of Disputes/ Arbitration:</u>
26.1	The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the contract.
26.2	If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.
26.3	Legal Construction: The Contract shall in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

26.4 **Arbitration:**
a) All disputes and differences of any kind whatsoever 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 termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.

c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.

e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

26.5 Jurisdiction The courts at Kochi only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.

27.	<u>Taxes & Duties</u>
27.1	A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
27.2	A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST on finished products shall be reimbursed by PURCHASER. Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing suppliers' Bill.
27.3	Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
27.4	Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

28. **Permits & Certificates**
28.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

29. **Fall Clause**
29.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- 29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- “I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order”. Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.

30.0 **Limitation of Liability**
Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

31.0	<u>Method of blacklisting vendors</u>
31.1	Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
31.2	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.
31.3	Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :

Signature and seal of the contractor Page 48 of 52

b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.

c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

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

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

Secrecy

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

General

In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail. Any specific Terms / Conditions mentioned in PO will supersede this GCC.

Losses due to non-compliance of Instructions: Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

Recovery of sums due: All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the contract, SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

Payments, etc. not to affect rights of the PURCHASER: No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

Cut-off Dates : No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

Paragraph heading: The paragraph heading in these conditions shall not affect the construction thereof

RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit 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.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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 RED unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai - 400028, India (herein after referred to as IREL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

We _____ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained herein before :

MANDATE FORM**ELECTRONIC CLEARING SERVICE (DIRECT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS)
FACILITY FOR RECEIVING PAYMENT****A DETAILS OF ACCOUNT HOLDER:-**

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/E-MAIL	

BANK ACCOUNT DETAILS:-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND E-MAIL	
WHETHER THE BRANCH IS COMPUTRISED	
WHETHER THE BRANCH IS RTGS ENABLED? THEN	
WHAT IS THE BRANCH IFSC CODE	
TYPE OF BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER(LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT-

I hereby declare that the particulars given above are correct and complete if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

(Signature of Customer)**Certified that the particular furnished above are correct as per correct as per our records****(Bank's Stamp)****Date****(Signature of Bank Officer)**