



आईआरईएल (इंडिया) लिमिटेड
IREL (INDIA) LIMITED
(Formerly INDIAN RARE EARTHS LIMITED)
(भारत सरकार का उपक्रम/ A Govt. of India Undertaking)
मणवालकरिच्चि/ MANAVALAKURICHI – 629 252
कन्याकुमारी जिला/ Kanyakumari District, तमिलनाडु/ Tamil Nadu
फोन/ Phone: (04651) 237255-257, फैक्स / Fax : (04651) 237220
ई-मेल / e-mail : head.mk@irel.co.in Website : <http://irel.co.in>
An ISO 9001, ISO 14001, OHSAS 18001 Certified Unit
CIN : U15100MH1950GOI008187

INDEX

List of Annexure	Title	Page No.
Annexure – I	Instruction to Bidders W.R.T Participation in the Tender	3-12
Annexure – II	Pre-Qualification of Tenderer	13
Annexure – III	Details to be filled by bidder	14
Annexure – IV	General Conditions of Contract	15-25
Annexure – V	Special Conditions of Contract	26-30
Annexure - VI	Deviations	31
Annexure – VII	Ethics in tendering & other business dealings	32
Annexure – VIII	Undertaking	33
Annexure – IX	Price Schedule	34-35
Annexure – X	Technical Specification	36-38
Annexure – XI	Proforma for BG for EMD	39-40



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TENDER DOCUMENT

Item/ Job Description	Supply of Twin starts Spirals (2 nos. with one bank)– 1 No.
Tender No.	MK/P21-11/20-21/LT 21 dated 07.05.2020
Type of bidding	Global tender invited in two parts
Date of NIT (available to parties to download)	08.05.2020 17.00 Hrs
Due Date and time of submission of Techno-Commercial Bid & Price Bid	18.06.2020 14.00 Hrs
Date and time of opening of Part- I “Techno-commercial bid”	18.06.2020 14.30 Hrs
Tender Document cost (TDC) : Non refundable & payable to IREL	It shall be issued free of cost to foreign bidders. However, indigenous suppliers have to submit INR 590/- towards TDC.
Earnest Money Deposit (EMD) : Payable to IREL	INR 30,680/- equivalent AUD / US\$

INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN THE TENDER

We, **MK unit of IREL (INDIA) LIMITED** invite sealed tenders in two parts for the subject procurement as indicated in Page :1 i.e. **Part I (Techno-Commercial bid) and Part II (Price bid) from reputed bidders** as per specifications indicated in tender document.

- a) Type of Tender : Global Tender
- b) Sale of Tender Document (Contact details) : **Mr. K. Sateesh Kumar**
HOD(Purchase),
IREL (INDIA) LIMITED
Manavalakurichi (POST), PIN – 629 252
Kanyakumari District, TamilNadu, INDIA
Email : purchase-mk@irel.co.in
Land Phone : 04651-200402
Mobile No: +91 9438069670
- For Technical Clarification : Mr. M. Ramesh Prabhu, DGM(Maint. & Project)
Mobile No. +91 7902714626
- c) Office Time (Indian Standard Time) : Monday to Friday - 9.30 A.M to 5.00 P.M
Saturday 9.30A.M to 1.30 P.M
- d) Importer – Exporter Code (IEC) Number : 0388086521
- e) Corporate Identification Number (CIN) : U15100MH1950GOI008187

IREL (INDIA) LIMITED FORMERLY KNOWN AS INDIAN RARE EARTHS LIMITED and is referred as IREL in this tender document. **In case of any clarifications w.r.t the tender, Email may please be sent vide Email to purchase-mk@irel.co.in.**

Firms, companies or other body corporate, submitting the tender should attach with the tender a duly certified copy of the authority of the person signing the tender to bind the firm, company or body corporate as the case may be for fulfilling the contract.

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

1.0 Submission Of Techno-Commercial And Price Bids :

Bidders should submit their tenders in two parts in separate sealed covers:

Part - I : Techno-commercial Bid

Part - II : Price Bid

(A) Sealed Cover No. 1 – Techno-Commercial Bid (Part-I)

The Sealed tenders (Techno commercial bid without indicating price) complete in all respects conforming to the Scope of Supply, accepting point-wise of all terms and conditions strictly as described in this tender document should reach us on or before the last date and time specified at page-1 above and should be addressed to HOD(Purchase), IREL (INDIA) LIMITED, Manavalakurichi – 629 252, Kanyakumari Dist. TamilNadu, INDIA. The

envelope should be superscribed as "**TECHNO-COMMERCIAL BID FOR SUPPLY OF TWIN STARTS SPIRALS (2 NOS. WITH ONE BANK)**".

The technical details with the relevant information, documents, acceptance of all terms and conditions strictly as described in this tender document should be submitted.

Techno-commercial Bid (Part-I) shall Contain:

- a) Tender document Cost, if applicable as mentioned in Page No.1.
- b) Documentary evidence for Pre Qualification Requirement and general requirements as per Annexure-II
- c) Copy of the Blank - Price Bid without indicating Price
- d) Signed copy of the Tender document indicating acceptance of the terms and conditions mentioned therein along with signed undertaking duly filled in Annexure – VIII.
- e) Commercial terms and conditions.

Documents establishing good's Conformity to Tender Enquiry(TE) document :

- The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods offered in its tender.
- In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered, the offer will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

(B) Sealed Cover No. 2 - Price Bid (Part-II) shall contain :

Price bid duly filled in the format as per Price Schedule shall alone be enclosed in a separate sealed cover duly superscribed with our Tender Number & Due Date and time of Opening and captioned "**PRICE BID FOR SUPPLY OF TWIN STARTS SPIRALS (2 NOS. WITH ONE BANK)**".

Note : Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

(C) Cover No. 3 – Common Outer Sealed Cover :

Cover at (1) & (2) above shall be kept in a common sealed outer cover duly superscribed with our Tender number & Due Date and time of Opening and captioned "**QUOTATION FOR SUPPLY OF TWIN STARTS SPIRALS (2 NOS. WITH ONE BANK)**".

Quotation to be submitted in sealed envelope superscribing the Tender No., due date of opening, name, address and contact details of the Tenderer and can be sent by

Courier / Post “HOD(Purchase), IREL (INDIA) LIMITED, Manavalakurichi – 629 252, Kanyakumari Dist. TamilNadu, INDIA.” so as to reach on or before due date and time. Sealed cover of tenders (as explained above) can be dropped directly in tender box provided at Purchase Department before the scheduled time. Delayed/late bids will be rejected. IREL shall have no responsibility whatsoever if the tenders are not received in sealed covers or tender are received late.

NOTE : Quotation received by fax / e-mail will not be accepted.

2.0 Tender Opening:

Sealed Cover No. 1 - The Sealed Techno-commercial bid will be opened in the presence of the bidders or their authorized representatives, who may choose to be present on the same day as specified at page-1 at 14.00 Hrs (IST) at Purchase Department, IREL (INDIA) LIMITED, Manavalakurichi – 629 252, Kanyakumari Dist. TamilNadu. In case any of the days mentioned in the Tender is declared as a holiday on any account due to unforeseen reason(s), the said date shall automatically be substituted by the date of next working day.

Sealed Cover No. 2 - The date of opening of **the Sealed Price bids** of the bidders who have been techno-commercially found acceptable will be opened after completion of evaluation and the same shall be informed later so as to enable them or their authorized representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.

2.1 Scrutiny And Evaluation of Tenders:

The Techno - Commercial Tenders/Bid are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno-Commercial Tender/Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

Thereafter, in the second stage, the Price Tenders/Bid of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial Tender/Bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

2.2 Minor Infirmary/Irregularity/Non-Conformity :

If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues

to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

2.3 Discrepancies in Prices

2.3.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

2.3.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

2.3.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 2.3.1 and 2.3.2 above.

2.3.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by Email/ registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

3.0 Downloading Tender document :

Whenever downloaded tender documents are used for submission of offers, the cost of tender documents in the prescribed mode as indicated in Tender Notice shall invariably accompany the offer, otherwise the offer may be liable to be rejected. Also it is to be ensured by the tenderers that they are complying with all the requirements as mentioned in the invitation to tender against “Pre-qualification criteria” of Invitation to tender, failing which the offers shall be rejected. Only original computer print out of the tender documents downloaded from the website must be submitted. The tender documents should not be altered /tampered by the bidders and it can only be downloaded. The downloaded tender documents should be affixed with the seal and signature and sent along with the techno-commercial offer. In case it is found to be altered / tampered, their offer will be rejected and the company reserves the right to ban such bidders.

4.0 Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure or missing of tenders etc regardless of the conduct or outcome of the tendering process.

5.0 Amendments To Bidding Documents:

IREL, at its discretion, may extend the due date for submission of bids and also make changes to NIT. Any future corrigendum/amendments/alterations/modifications to this tender shall be published in IREL website <http://irel.co.in> or CPP Portal only. The

prospective bidders are requested to visit these websites from time to time to take note of any updates and submit their bid/quote accordingly.

6.0 Tender Document Cost (TDC):

6.1 The tender documents shall be issued to foreign bidders free of cost.

The tender document (non-transferable) can be obtained by the prospective bidder on sending request vide Email (purchase-mk@irel.co.in) OR vide letter addressed to IREL (INDIA) LIMITED, Manavalakurichi – 629 252, Kanyakumari Dist., TamilNadu, INDIA on payment (Non-refundable) of amount as indicated in Page No.1 any Nationalized Bank in favour of IREL (INDIA) LIMITED, payable at State Bank of India, Manavalakurichi.

Bidders (indigenous suppliers) may please note that payment of **Tender Document Cost (TDC)** is to be made to IREL through RTGS / NEFT as per details given below:

Our bank details as under and the payment details is to be informed to us.

Name of the Bank : **State Bank of India**
Branch : **Manavalakurichi**
Account No. : **57052533526**
IFS Code : **SBIN0070333**
MICR Code : **629009009**

The bidders are requested to communicate the UTR No. and Tender No and Name of the remitter by Email to IREL in Email ID : purchase-mk@irel.co.in

6.2 The tender documents shall be issued free of cost to company/ units registered with MSME/ National Small Industries Corporation/ Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time after ensuring that the approval pertains to the class of item/ works for which tender is floated. In case of Government Undertaking/ PSU, (Proof to be submitted) tender documents shall be issued free of cost subject to approval of our Competent Authority.

6.3 The tender shall be issued to the bidder in his own name and shall not be issued to the agents. The tender papers are not transferable. Issuance of Tender Documents will not be construed to mean that the bidders would be automatically considered by IREL.

7.0 Earnest Money Deposit:

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

7.2 For the present tender the amount of EMD to be submitted is mentioned in page no. 1. No interest shall be paid on EMD.

- 7.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 7.4 EMD is to be submitted transferring the amount to IREL A/c as per 6.0 above and confirming vide Email.
- 7.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. **In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India.** BG issued from Co-operative banks shall not be accepted.

The BG is to be submitted as per Format-I of Annexure enclosed with this tender document or mutually decided in case bidder intends to forward the BG in any other format.

The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

7.6 **Exemption from payment of EMD:**

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

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary documents is to Emailed to purchase-mk@irel.co.in / sent vide Post addressed to HOD(Purchase) so as to reach us well before the closure date of tendering event failing which IREL reserves the right to reject the tender/ forbid from participation in the tender.

7.7 The earnest money shall be dealt with as follows:

- 1) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of proof.
- 2) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of RTGS/NEFT.

If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

7.8 EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b) The tenderer fails to accept the order when placed or fails to commence supplies/ works after accepting the order.
- c) In case bidder submits false/ fabricated documents.
- d) In case bidder fails to submit SD within 30 days of receipt of order.

8.0 Security Deposit, Performance Bank Guarantee & Retention Money:

8.1 The successful tenderer (referred as successful bidder) is required to furnish Bank Guarantee (Format of BG to be decided mutually prior to issue of Contract), in favour of IREL (INDIA) LIMITED, Manavalakurichi for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of Bank Guarantee towards the satisfactory performance of the contract, within 30 (Thirty) days of the receipt of letter of acceptance. The same is to be forwarded to HOD(Purchase), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted

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

8.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of MSE registered with NSIC) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD upto the monetary limit as specified in the registration certificate.

8.3 Retention Money (Not Applicable For Supply Contract):

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.

8.4 Security Deposit & Retention Money:

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value.

8.5 **Refund of SD & Retention Money:**

- (i) Before releasing SD or retention money in respect of supplies/ works, a “No Due 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.
- (ii) 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.
- (iii) On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G or NEFT shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL under any other contract.

8.6 **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/ sub-contracting of any portion of the supplies/ works without approval of IREL.
- (iii) If the Supplier/ contractor abandons the supply /order.

9.0 **Benefits to Micro & Small Enterprises (MSE's):**

The MSE's registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Waiver of Security Deposit up to the monetary limit for which the unit is registered.
- (d) Price preference up to 15% over the quotation of large scale units.

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

9.1 Price preference: Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

9.2 Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes:

Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) is earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

10.0 Effect and validity of bid:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of (120 days) **from the date of opening of techno-commercial bid.**

11.0 Right To Reject The Tender:

- (a) IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL (INDIA) LIMITED reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.

12.0 Inspection of Site And Other Conditions:

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

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

13.0 No Claim For Compensation For Submission of Tender:

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

14.0 Risk Purchase Clause:

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

15.0 Related Party:

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

16.0 Legal Jurisdiction:

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

The contract shall be deemed to have been entered into in MANAVALAKURICHI and all cases of action in relation to the contract will thereof be deemed to have arisen within the jurisdiction of Civil Court of NAGERCOIL / THUCKALAY.

17.0 Evaluation Basis For Tender:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL, Manavalakurichi.
- For any delay beyond tender completion period, total landed cost shall be loaded @ 0.5% per week and part thereof for evaluation purpose only.
- IREL reserves the right to reject the offers in case the payment terms offered differs from tendered payment terms. Loading owing to difference in Payment terms shall be considering interest calculated @12% per annum subject to acceptance of offered payment terms by IREL.

PRE-QUALIFICATION OF TENDERER

1.0 Technical Competency :

Original Equipment Manufacturer (OEM) or their Authorised dealers/ agents are eligible to participate in the tender. Authorised dealers/ agents are required to submit authorization letter from OEM.

The bidder should have supplied spirals with minimum 8 starts in a single lot to IREL or any other beach sand industry in India or internationally to beach sand industries during last seven years ending 31.03.2019

In proof of the same, the bidder should submit Copy of the Purchase order along with performance certificate.

Definition of similar items:

Supply of Spiral concentrator, for separation of beach sand heavy minerals.

2.0 Financial Soundness :

Average Financial turnover of the participating bidders during last three years ending 31st March 2019 shall not be less than INR 9,20,400/- or equivalent foreign currency. Financial Statements (Profit & Loss Account/ IT Returns/ certified copy of Chartered Accountant) for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respect must be attached/ uploaded in the e-procurement portal. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected

GENERAL REQUIREMENTS:

Tenderer should attach the following documents (applicable in case of Indian bidders and Indian authorized agents of foreign manufacturers):

- (1) Copy of GST Registration No.
- (2) Copy of PAN as per I.T. Act 1961.

Note : Annexure – III, Details to be filled by bidder is to be attached.

DETAILS TO BE FILLED BY BIDDER

Sl. No.	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
General Information						
A.	Name of the organization participating in tender					
B.	Name & Designation of the Contact person					
C.	GSTIN No of the Organization					
D.	Bank account details of the Organization					
E.	Official correspondence Address					
F.	Contact Details (Phone number & Email ID)					
G.	MSME details of the Organization (if applicable)					
H.	Vendor Code in case Bidder is registered with IREL(INDIA)LIMITED, Manavalakurichi					
Pre qualification Documents : Technical Competence – execution of similar works						
Sl. No.	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents Uploaded
1.						
2.						
3.						
Pre qualification Documents : Financial Competence						
Sl. No.	Profit & Loss Account or Published Annual Account		2016-17	2017-18	Documents Uploaded	
1.	Turnover in Rs Income from operations					
Details of Other documents uploaded						
1.						
2.						

GENERAL CONDITIONS OF CONTRACT**1.0 Purpose:**

- 1.1 This document shall accompany and be a part of the contract entered into by IREL (INDIA) LIMITED.
- 1.2 These general conditions are complementary to the Tender Documents, Drawings, Specifications, etc. Anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

2.0 Definitions:

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

Purchaser/ Company	The ‘Purchaser/Company’ shall mean IREL (INDIA) LIMITED, incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkar marg, Prabhadevi, Mumbai-400028.
Contractor/Supplier	The ‘Contractor/Supplier’ shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor’s successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.
Sub Contractor	The ‘Sub-contractor’ shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.
Contract	The term “Contract” shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.
Engineer / Engineer-in-Charge (EIC)	The term “Engineer” as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.
Tender Specification	The term “Tender Specification” shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.
Contract Specification	The term “Contract Specification” shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
Letter of Intent (LOI)	The term “Letter of Intent (LOI)” shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.
HO/CO	The term “HO/CO” shall mean Head Office /Corporate Office,1207 VS Marg, Prabhadevi, Mumbai-400028.
Site	The term “Site” shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

3.0 Singular and Plural:

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

4.0 Standards:

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

5.0 Correspondence:

5.1 All correspondence among the contractee, the engineer and the successful bidder and the titles and written notations on drawings etc. shall be in **English** language only.

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

**IREL (India) Limited,
Manavalakurichi (POST), PIN – 629 252,
Kanyakumari Dist., TamilNadu, INDIA”**

6.0 Death, Bankruptcy etc.:

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

7.0 Assignment and Subletting:

(i) The Supplier shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL.

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

8.0 Force Majeure:

(i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public

enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

- (ii) If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- (iii) If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL may at its option terminate the contract without any financial repercussion on either side.

9.0 Performance test:

The Supplier shall be responsible for carrying out performance tests on the items to be supplied by him and/or procured by IREL as indicated in the Technical specifications covered in this Tender document, in the presence of IREL's representative only at IREL's option. On the satisfactory completion of the performance test, the test reports are to be forwarded to IREL along with dispatch documents.

10.0 Patent Infringement and Indemnity:

10.1 Patent Infringement:

The Supplier shall protect, indemnify and save harmless to IREL, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL or the use thereof in India for the purchase for which it is furnished, or the sale by IREL, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings.

- 10.2 IREL will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly

at his own expense, either procure for IREL the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of the IREL's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL, as a result of any claim of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL will have the right to retain counsel of its own choice to collaborate in the defense of any such claim, suit action or proceeding.

10.3 Indemnity:

The Supplier assumes responsibility for, and shall indemnify and save harmless to IREL, Engineer-in-Charge, or their officers or employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are, or may be required with respect to any breach of the Suppliers obligations under this contract, or for which the Supplier has assumed responsibility under this contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or other compensation of all persons employed by Supplier or his sub-contractors or suppliers in connection with the performance of any work covered by the contract. The Supplier shall execute, deliver and shall cause his sub-contractors and suppliers to execute and deliver, such other further instruments and to comply with such requirements of such laws, and regulations as may be necessary there under to confirm and effectuate this contract and to protect IREL, Engineer-in- Charge, or their officers or employees.

11.0 Alteration of specifications, patterns and drawings:

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

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

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

12.0 Delivery:

The supplier shall deliver the goods under the contract within the time schedule specified by IREL and as incorporated in the contract. The time for and the date of delivery of the goods

stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

Subject to the provision under Force majeure as per 7.0 above, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

12.1 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform IREL in writing about the same and its likely duration and make a request to IREL for extension of the delivery schedule accordingly. On receiving the supplier's communication, IREL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

12.2 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The IREL shall recover from the supplier, under the provisions of the Liquidated damages clause, LD on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of taxes or duties or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, IREL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of taxes or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

12.3 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to IREL for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against IREL.

13.0 Liquidated damages:

Subject to force majeure provisions, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, IREL shall, without prejudice to other rights and remedies available to IREL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay of the total contract price until actual delivery subject to a maximum of 5% of the contract price. Once the maximum is reached IREL may consider termination of the contract. During the above-mentioned delayed period of supply, the conditions incorporated under clause 11.0 “Delivery” above shall also apply. The liquidated damage will be recovered from any outstanding bills or amount due to the successful bidder.

14.0 Termination for default :

IREL without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by IREL pursuant to sub-clauses 11.1 & 11.2.

In the event IREL terminates the contract in whole or in part, pursuant to 13.0 above, IREL may procure goods similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to IREL for the extra expenditure, if any, incurred by IREL for arranging such procurement. Unless otherwise instructed by IREL, the supplier shall continue to perform the contract to the extent not terminated.

15.0 Method of black listing vendors:

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

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

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

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

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

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

16.0 Arbitration:

All disputes and difference of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the works (whether during the course of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be settled under Rules of Conciliation and Arbitration of the International Chamber of Commerce in case of imported items, etc. and by one or more arbitrators appointed in accordance with the provisions and rules of the Indian Arbitration Act, 1996. The award of the arbitrators the event of their not agreeing, of the Umpire appointed by them shall be final, conclusive and binding upon the parties and shall be deemed to apply and be incorporated in the Contract.

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration. The provisions of The Arbitration & Conciliation (Amendment) Act, 2015, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL unit where the contract is executed.

17.0 Cancellation:

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

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

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase order and matters connected with it. IREL in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

18.0 Notices:

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

18.2 Any notice to be given to IREL under the terms of this contract shall be deemed as served if the said notice is sent by registered post to the IREL (INDIA) LIMITED, Manavalakurichi – 629 252, Kanyakumari Dist. TamilNadu, INDIA.

19.0 General:

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

PRE CONTRACT INTEGRITY PACT

1. **General:**

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between Indian Rare Earths 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

- 1.1 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.
- 1.2 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
- 1.3 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.

2. Validity:

- 2.1 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.
- 2.2 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 intensions.

GENERAL INFORMATION OF PLANT SITE - MANAVALAKURICHI

1. Location : IREL (INDIA) LIMITED
2. Works Terrain : Sandy Plain Terrain
3. Climatic Conditions : The climatic conditions pertaining to the plant site are generally as indicated below :
 - Maximum of mean daily temperature : 35°C
 - Minimum of mean daily temperature : 20°C
 - Relative humidity maximum : 95%
 - Relative humidity minimum : 90%
 - Maximum mean monthly wind velocity : 60 KMPH
 - Maximum wind velocity between : 40 KMPH... / .60 KMPH
4. Susceptibility to Earthquake ZONE III
5. Railways:

The Broad gauge line of Southern Railway connecting Chennai and Cape Comorin passes at a distance of 20km from the boundary of the plant site. The major Railway stations are (i) Nagercoil at a distance of about 20 km and (ii) Eraniel at, a distance about 13 km.
6. Sea Ports: The nearest seaport Tuticorin is approximately 160 km by road.
7. Airport:

The nearest airport is at Thiruvananthapuram at a distance of 67 km by road. From Thiruvananthapuram flights are available to all major towns of India.
8. Communications:

Postal and Telephone facilities are available at Post : Manavalakurichi
Telephone : (04651) 237255 to 237257
Fax : 04651 - 237220
E-mail : irelmk@dataone.in
Website : <http://irel.co.in>

The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility to satisfy himself of the site condition and sufficiency of the tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

SPECIAL CONDITIONS OF CONTRACT

1.0 Regulations, Acts, Standards & Codes to be followed:

The design, manufacture, supply to site and testing of the equipment covered in this specification shall comply with the appropriate standards amended upto May 2017. Unless otherwise specified, Indian Standards shall be followed. In case where suitable Indian Standards are not available, generally accepted codes and practices as mutually agreed upon shall be adopted. The equipments shall comply with the statutory requirements of the Govt. of India. The equipment and installation shall conform to the provision of statutory and other regulations in force. The successful bidder shall provide the necessary support like drawings, data etc as required by the statutory authorities. In cases where the offer deviates from the specified standards, bidder shall indicate clearly in his offer the standards proposed to be adopted by him and the details thereof.

2.0 Scope :

The scope of supply includes and not limited to supply of Twin starts Spirals (2 nos. with one bank) Spiral concentrator along with accessories as per technical specification enclosed.

3.0 Time Period of Completion:

The delivery schedule on **CIF (Thutukudi Seaport)** basis shall be **within 24 weeks** from the date of establishment of Letter of Credit for foreign bidders.

Indigenous suppliers are required to deliver on **FOR Destination basis i.e. IREL(INDIA) LIMITED, Manavalakurichi, Kanyakumari District within 25 weeks** from the date of acceptance of the Purchase Order.

Order acceptance should be confirmed within one week from the date of issue of the same from our end and Security Deposit is to be submitted within 30 days from the date of issue of the Purchase Order.

4.0 Terms of Payment:

4.1 For bidders quoting in AUD as per Price Schedule:

This option is meant for foreign manufacturers or their authorized representatives/ agents. The consignee of the shipment shall be IREL. The customs duty shall be paid directly by IREL at actual to the Indian Customs Authorities. **Freight and transit insurance from Indian Port to IREL Site shall be arranged by IREL.**

Payment terms for supply to be made on CIF basis:

IREL(INDIA) LIMITED Manavalakurichi will be establishing **non-transferable, irrevocable, confirmed** Letter of Credit equivalent to 100% (one hundred) of the CIF value after receipt of Security Deposit Bank Guarantee valuing 5% of the total contract value. The successful bidder as a beneficiary of the Letter of Credit shall convey acceptance of Letter of Credit within 7 days of notification from IREL of its establishment. All LC charges in India other than the LC confirmation charges will be borne by IREL and that in bidders country shall be borne by the successful bidder only.

- a) 90% (Ninety Percent) Payment of the FOB price and 100% (hundred percent) of CIF charges (i.e. ocean freight and insurance) will be released under the Letter of Credit post arrival of the consignment at the destination port subject to submission of following documents:-
- i. Complete set of Clean Bill of Lading and marked Freight Prepaid.
 - ii. Signed invoice in three copies giving letter of credit No., Order No. and date respectively.
 - iii. Certificate showing goods of ORIGIN issued by Chamber of Commerce or Equivalent Body in Duplicate.
 - iv. Specification and Packing list – three copies.
 - v. Manufacturer’s guarantee/ warranty certificate – three copies.
 - vi. Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new and free from any latent or patent defects and are strictly as per Specifications mentioned in Tender.
 - vii. Insurance Policy/ Certificate one original and two copies with IREL as the beneficiary
 - viii. Certificate by the seller that the freightment consists of complete requirement as per list of goods enclosed with the order.
 - ix. If any Third party Surveyors Inspection report AT THE DESTINATION PORT by Independent surveyor of repute preferably SGS the cost of which is to be borne by Successful bidder.
 - x. Performance bank guarantee of **10% of the total contract value** issued by any reputed commercial bank of Bidders country acceptable to IREL / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India to be valid for the period mentioned in (b) below. **PBG format shall be finalized subsequent to award of the contract after mutual discussions with the successful bidder.**
- b) Balance **10% payment** of the CIF price against the same L/C along with SD amount shall be made only after successful performance test at IREL (INDIA) LIMITED Manavalakurichi and on receipt of Performance Bank Guarantee. The Performance BG will be released after completion of the guarantee period of 12 months from date of successful commissioning/ 18 months from the date of supply, whichever is earlier.

All bills/ invoices are to be certified by EIC. The successful bidder should ensure production of required documents for availing input tax credit, if available. The Custom duty shall be paid directly by IREL to the authority.

4.2 For Indegenous suppliers quoting in INR :

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

Bidders are required to quote on IREL(INDIA) LIMITED Manavalakurichi basis in INR. Inland Freight and Insurance shall be arranged by IREL. Pre-dispatch inspection shall be carried out by IREL’s representative and clearance accorded for dispatch.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

90 % payment of the contract price shall be paid on receipt of goods at IREL(INDIA) LIMITED Manavalakurichi – 629 252, Kanyakumari Dist., Tamil Nadu, INDIA in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Manufacturer's guarantee/ warranty certificate – three copies.
- (v) Certificate from the manufacturer to the effect that the goods conform to the manufacturers standards and are new and free from any latent or patent defects and are strictly as per Specifications mentioned in Tender.
- (vi) Certificate of origin.

- b)** Balance **10% payment** of the contract price along with SD amount shall be made only after successful performance test at IREL, Manavalakurichi and on receipt of Performance Bank Guarantee. The Performance BG will be released after completion of the guarantee period of 12 months from date of successful commissioning/ 18 months from the date of supply, whichever is earlier.

All bills/ invoices are to be certified by EIC. The successful bidder should ensure production of required documents for availing input tax credit, if available.

Our standard payment term is “100% payment within 30 days from the date of receipt and acceptance of materials along with all relevant documents”. **NO advance payment shall be made under any circumstances.** Interest @ 12% shall be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms.

GST Law mandates Tax Deduction at Source (TDS) vide Section 51 of the CGST/SGST Act 2017, Section 20 of the IGST Act, 2017 and Section 21 of the UTGST Act, 2017.

Please mention IREL GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

5.0 Performance Guarantee:

Party should give guarantee for a minimum period of 12 months from the date of use/ 18 months from the date of supply, whichever is earlier. The guarantee shall comprise of the following:

- i) Materials supplied
- ii) Workmanship
- iii) Performance tests as mentioned in technical specification

6.0 Warranty:

The materials/equipments and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of use 18 months from the date of supply, whichever is earlier.

7.0 Prices:

All the rates stipulated in the Schedule of Prices shall be all-inclusive and firm throughout the relevant periods of contract as detailed in the said schedule including during the periods of further extension if any.

The price indicated in the bid shall stand firm without any escalation on any account till this order is completely executed.

8.0 Packing, forwarding and shipping:

The successful bidder will have to arrange for transit insurance. Packing of the materials to be delivered shall be adequate and seaworthy. In case of any damage in transit, you shall replace the items free of cost to us inclusive of all taxes, duties payable at both exporting and importing Countries. Each package shall bear the markings of the items ordered/ shipped and shall include the port of destination, name of the consignee, Contract No., serial nos. of the packages, net and gross weight of the package, without limiting the generality of the foregoing the following markings in indelible paint shall invariably appear clearly on each such package:

IREL (INDIA) LIMITED, Manavalakurichi (POST), PIN – 629 252, Kanyakumari District, TamilNadu, INDIA.

9.0 Distribution of Dispatch Documents for Clearance/ Receipt of Goods:

The supplier (successful bidder) shall send all the relevant dispatch documents well in time to IREL to enable clearance of the goods in terms of the contract.

Within 3 days of dispatch, the supplier(successful bidder) shall notify IREL, the complete details of dispatch vide Email and also supply the following documents to by registered post / speed post/ airmail. Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier (successful bidder) shall be borne by the supplier(successful bidder):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading, marked freight pre paid and four copies of nonnegotiable Bill of Lading;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

10.0 Passing of Property:

The property in the goods shall not pass to the IREL unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract. Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to IREL.

DEVIATIONS

No deviation from the tender condition is normally allowed.

- a. All deviations are to be mentioned in the format given below clearly bringing out the clause under which deviation is sought and reasons for deviation along with suggested alternative wherever the bidder is not in agreement with stipulated terms, conditions and technical requirement specified in tender enquiry.
- b. The deviation will be evaluated based on merit in order to bring all the offers at par before opening the price bid.
- c. IREL may accept / waive any infirmity or non conformity or irregularity in the bid which does not constitute the material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Deviation Sl.No.	Page Sl.no. or enclosure ref. of the tender enquiry	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

Note: a) Bidder shall list all the deviations according to the above format only.

b) Any exceptions / deviations brought out elsewhere in the bid shall not be considered.

c) In case there is no deviation, bidder must write NIL duly date initialed with stamp

ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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

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

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

<p>Chairman & MD IREL (INDIA) LIMITED Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.</p> <p>Ph. 022-24225778 Email: cmd@irel.co.in;</p>	<p>Chief Vigilance officer IREL (INDIA) LIMITED Plot No. 1207, ECIL Building, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.</p> <p>Ph. +91 22 2422 0613, +91 22 24221068 Email: cvo@irel.co.in</p>
<p>Or General Manager & Head, MK IREL (INDIA) LIMITED, Manavalakurichi</p>	

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/-
General Manger & Head, MK Plant

UNDERTAKING

Date:

To,

M/s. IREL (INDIA) LIMITED,
MANAVALAKURICHI

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

I/We agree and undertake:

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

Signature:.....

Name:.....

Title:.....

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

PRICE SCHEDULE
FOR FOREIGN BUYERS

SL NO.	PARTICULARS	AMOUNT IN AUD (TO BE QUOTED IN FIGURES AND WORDS)
1.0	PRICE IN USD ON FOR DESTINATION BASIS I.E. IREL (INDIA) LIMITED, MANAVALKURICHI, KANYAKUMARI DISTRICT TAMILNADU TOWARDS SUPPLY OF GRAVITY SPIRAL CONCENTRATORS WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION. Twin start Spirals (2 nos. with one bank) 1 No.	
TOTAL LANDED COST (1.0)		

FOR INDEGENOUS SUPPLIERS QUOTING IN INR

SL NO.	PARTICULARS	AMOUNT IN INR (TO BE QUOTED IN FIGURES AND WORDS)
1.0	PRICE IN INR ON FOR DESTINATION BASIS I.E. IREL (INDIA) LIMITED, MANAVALKURICHI, KANYAKUMARI DISTRICT TAMILNADU TOWARDS SUPPLY OF GRAVITY SPIRAL CONCENTRATORS WITH ALL ACCESSORIES AS PER TECHNICAL SPECIFICATION.	Breakup detailing the Basic price, Taxes & Duties, Freight & Insurance charges to be submitted
TOTAL LANDED COST (1.0)		

NB:**(i) Conversion of tender currencies to Indian Rupees**

All quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

- (iii) The following are to be taken into consideration by the foreign bidders for Quoting the price bid
- (iv) L/C charges if any
- **Duty: 27.12% of CIF Cost inclusive of IGST @ 18%**
 - **C&F Clearance Charges : 0.15% of CIF value subject to minimum of Rs 3500/- per B/L**
 - **Transportation charges: Rs 29.94 X Distance in Km from place of dispatch till Manavalakurichi (POST), PIN – 629 252, Kanyakumari District, Tamilnadu, India.**
 - **Transit insurance charges : 0.03% of assessable value+ GST+ stamp duty Rs 0.50/-**

- **Rates may vary, depending on rates prevailing on the date of price bid opening and as per Indian Govt. rules, etc at discretion of IREL.**
- **The nearest ports are Tuticorin Port, 146 kilometers away and Cochin Port at 271 kilometers away from IREL.**

Price: Price shall be quoted both in figures and in words.

Price break-up details may be provided by foreign bidders.

(Kindly note that no advance payment will be provided. Hence tenderers are requested not to quote for any advance payment).

IREL will have right to place the order FOR-Manavalakurichi basis.

For any queries with respect to price bid, parties may contact IREL through e-mail purchase-mk@irel.co.in (or) phone nos.04651 237255, extension 257, 04651-200402 (or) +91 9438069670

Declaration

I/we.....(name) have read and fully satisfied myself/ourselves of the conditions set-forth under this tender and accept responsibilities to execute this order at the indicated above.

I/We have furnished a sum of INR.30,680/- (Indian Rupees thirty thousand six hundred and eighty only) towards EMD vide NEFT No..... dt enclosed in a separate cover.

Place:

Signature of tenderer:

Full Address:

TECHNICAL SPECIFICATION

Specification for Supply and Commissioning of Gravity Spiral Concentrators along with all accessories required for the satisfactory performance of the same

Number of spirals:

1 (one) bank of 2 no.s Twin starts spiral concentrator (1 x 2 X 2 = 4 starts) in one row.
Open type gravity distributors with 4 outlets, (bottom entry)

Salient feature:

The salient features of the gravity spiral concentrators shall be as mentioned below but not limited to the same.

- (i) Spiral Concentrator shall be of Twin starts, six turns.
- (ii) Feed rate capacity upto 4 tph per start and pulp density approximately 25% to 60 % of solids.
- (iii) Product launders should be the integral part of the spiral concentrator. There shall be provision of collecting minimum three products i.e. Concentrate, Middling and Tailings separately.
- (iv) Spirals should be of wash water less type spirals.
- (v) Each start should have slide type splitters located at suitable positions to extract heavy minerals.
- (vi) The spiral trough should be fitted/ supported to a central corrosion proof PVC /Teflon column/galvanized aluminum/ corrosion proof aluminum.
- (vii) The extracted heavy minerals shall channelize to the product box from where it can be transferred to the launder. It shall not be through the central column.
- (viii) Repulpers should be provided after each auxiliary splitter for redistribution of slurry and further separation of heavy minerals to assist in the recovery and concentration.

Spirals Accessories:

- ❖ Each bank of spirals shall be supplied with hot dipped galvanized steel frame, sub-frame (if any), spirals support frame and shall have minimum thickness of galvanisation 120 microns confirming to IS or equivalent international code.
- ❖ Open type gravity distributors with 4 outlets, (bottom entry),
- ❖ Product launders assembled in order to collect for concentrate, middling and tails fraction separately,
- ❖ Feed Box,
- ❖ Product box/collector box,
- ❖ Slide Splitters,
- ❖ Feed Pipes,
- ❖ Feed Bends,
- ❖ Distributor Bends,
- ❖ Hoses, Pipes,
- ❖ Clamps,
- ❖ Elbows,
- ❖ Column Snubber
- ❖ Central Column cap

- ❖ Any other item required for satisfactory functioning of the spiral concentrator system.

Material of Construction:

- The material of construction of spirals, launders and distributors shall be from fibre glass reinforced polyester (FRP) resin of minimum 3mm thickness and the body shall be lined with a polyurethane elastomer (PU) applied by a reverse cast method to a minimum 3mm thickness all along the spiral trough and in the high wear area.
- The spiral trough shall be moulded with PU lining so that splash of water is arrested.
- The launders are assembled with a strong durable edge capping that protects the edge from the damage. The launder compartments are held together with a bracket arrangement in galvanized steel with suitable fasteners. Launder out let shall be rounding suitable for connection using rubber adaptor. Any other form of launders can also be accepted subject to the approval of IREL.

Dimension of Spiral Banks:

Considering the availability of space in the existing location the maximum dimension of the spiral banks given are to be strictly adhered to. The maximum dimension of spiral bank shall be as follows. Length = 1500mm, Width =800 mm, and height = 3400 mm.

Performance test of spirals:

The performance of the spirals in the plant shall be evaluated based on quality and the recovery of Very Heavy Minerals (VHM) in concentrate fraction. As per the present plant operation condition, the proposed spiral concentrate fraction shall have minimum VHM recovery of 90% with respect to feed to the spiral (VHM being around 10-12 %). The VHM in the tails should be less than 2%. The performance shall be demonstrated by the Party in association with our Quality Control department. The party has to certify after completion of the test.

Heavy Mineral (HM) consists of Ilmenite, Rutile, Zircon, Monazite, Garnet and Sillimanite.

Very Heavy Mineral (VHM) consists of Ilmenite, Rutile, Zircon, Monazite.

The particle size will be ranging from 75 microns to 600 microns.

- The performance shall be demonstrated by you in association with our Quality Control department which they have to certify after completion of the test. The test work will be carried out manually as per the following procedure.
- Before collecting the sample ensure that the plant is operating in a stabilized condition.
- Draw samples form spiral feed pipes and note down the time.
- Weigh the collected sample and record the readings.
- Now decant the water and weigh the wet solids. Weight of the container and moisture factor shall be deducted from the weight.

- Find out the mean weight of the samples, multiply the number of operative starts will give the total throughput to the rougher circuit or total throughput to the plant.
- Collect the sample by coning and quartering for heavies analysis, from the above we can get feed rate . throughput to the circuit and heavies percentage in the feed.
- The out put quantity shall be measured from the spiral concentrate fraction pipes going to the product bin. Suitable facility shall be incorporated in the plant layout to measure the quantity in a safe, convenient and correct manner. Repeat the above procedure and get the out put sample and quantity.
- Total through put to spiral circuit minus output quantity will give the total tails discharge outside.
- Collect the tails sample, get the heavy mineral analysed, calculate the Head and submit the final report.
- It is assumed that during the above procedure feed rate, flow rate, pulp density and feed distribution is constant at plant level operation.

Special conditions:

- You shall guarantee for the design, materials quality, workmanship and satisfactory trouble free performance of the supplied items for a period of 12 months from the date of installation or 18 months from the date of receipt of material at our site, whichever is earlier. In the event of failure, IREL will you inform you within 7 days and the same will be replaced by you at free of cost.
- No charge shall be claimed by the Party to carry out the performance test or for his representative during the period of performance test.
- Party shall supply brand new spirals and attach the certificate of origin.
- You shall not assign your rights and obligation under any circumstances without prior written consent from IREL.

Submission of Documents:

The standard test reports and certificate (where-ever applicable) along with technical literature, operational and maintenance manual (minimum 3 sets) shall be furnished along with the supply of equipments.

Inspection:

The items will be inspected by us on receipt at our site in presence of your representative. If it is found that any item does not confirm to the specification given, or is defective in any manner, the same will be rejected and you should arrange for immediate replacement thereof, free of cost to us inclusive of all taxes, duties payable at both exporting and importing countries. Such replacement supplies will also be subjected to our inspection as above before acceptance

FORMAT – I

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (NOT APPLICABLE FOR PRESENT TENDER)

(IN CASE THE SAID FORMAT IS NOT ACCEPTABLE BIDDER MAY FORWARD THEIR FORMAT FOR APPROVAL BY IREL)

(To be executed on Stamp paper not less than Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work/supply of _____ (herein after referred to as “the said Works/Supply”) for Rs. _____ (Rupees _____ only), under _____ MK 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 SavarkarMarg, 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 /supply and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid.

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

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

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

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

Dated the _____ day of _____ 2020

_____ Bank

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

Bank's Common seal