

INDIAN RARE EARTHS LIMITED
(A Govt. of India Undertaking)
Orissa Sands Complex, Matikhalo– 761 045 (Ganjam Dist) Orissa
Ph : (06811) 257890-257895; Fax : (06811) 257988
e-mail : headireo@sancharnet.in

INVITATION TO TENDER FOR SUPPLIES

				Tender Ref:		OSCOM/SOP/35/E/00120 dated 28/07/2009					
				Due date		01	09	2009	<i>Receipt up to 14.30 hrs and opening at 15.00 hrs.</i>		
						DD	MM	YYYY			
				Quotation will be rejected unless the above reference and due date are quoted on envelope.							
TDC applicable for this tender in Rs		0	EMD applicable for this tender in Rs		0	SD clause applicable for this tender or not.			NO		

Note:

- (i) 100% payment within 30 days on receipt of materials along with the documents at our Central Stores against acceptance.
- (ii) Payment shall be released if at least 90% is completed. However, IREL reserves the right to make payment for part supplies required by IREL in writing.
- (iii) Corrections if any in the Quotation will be rejected automatically either fully or part thereof.
- (iv) Your offer should remain valid for 90 days from the date of opening.
- (v) Parties who are not registered in our approved Vendor list may get themselves enlisted downloading Vendor Registration form available in our website <http://irel.gov.in>. Filled in application form along with the credentials and all relevant documents may be forwarded to General Manager(Materials), Indian Rare Earths Limited, OSCOM.
- (vi) All correspondences with regard to the below tender may be made with General Manager(Materials), Purchase Dept, Indian Rare Earths Limited, OSCOM, PO- Matikhalo, Dist. Ganjam, Orissa-761045. Phone No. 06811-257890 to 257895; Fax No. 06811-257988: Email : headireo@sancharnet.in
- (vii) Please confirm if bidder is a registered SSI/MSME Unit. if so copy of the registration is to be enclosed alongwith the quotation.

Dear Sirs,

Please submit your sealed quotation in duplicate for the under mentioned stores as per the terms and conditions enclosed herewith: **(FAX /EMAIL QUOTATIONS ARE NOT ACCEPTABLE)**

Sl.No.	Description	Unit	Quantity
1.	Desk Top computer-Core 2 Duo, 2.8 GHz,3 mb L2 cache, G.31 or higher mother board, 2 GB, DDR-IL RAB, 320 GB SATA HDD, Dual layer DVD writer, 17" TFT/LCD Monitor, Multimedia Key board, optical mouse and other accessories, make: HP	Each	2.000
2.	Printer Laserjet 1160 HP	Each	2.000
3.	Table(wooden) for computer & printer, size: 48' length & 24" width x 30" height	Each	2.000

For Indian Rare Earths Limited

Dy. Manager (Materials)

Terms & Conditions:

1. The due time of receipt of tender on the due date of opening shall be upto 14.30 Hrs on the due date as in NIT.
2. The sealed envelope containing the quotations submitted by the tenderers **should be superscribed with the tender reference, Name and Address of the Tenderer and the due date of opening** else the quotation will be rejected. Separate sealed envelope should be submitted for different tenders else the quotation would be rejected. Also it is to be ensured by the tenderer that offer is submitted before the due date and time.
3. Representatives of the Tenderers carrying the tender for submission by hand are required to contact our nominated officials whose names are displayed at the entrance of the Purchase Dept. In case the representative want acknowledgement towards having handed over their tender, they are requested to handover their quotation to our Central dispatch Section located in Ground Floor of Administrative Building.
4. Tenderers should note that the Limited Tender Box is located in front of Purchase Department in Administrative Building.
5. FAX quotation is not acceptable.
6. Price should be quoted both in figures and words. In case of any discrepancy between figures and words the amount indicated in words shall prevail. In case of any discrepancy between rates and amounts, the rates shall prevail.
7. Offers should be preferably type written. Corrections, if any, in the Quotation will be rejected automatically either fully or part thereof.
8. Taxes and duties, P&F charges & freight should be indicated in specific terms. Offers simply stating 'extra' will not be considered.
9. Tenderer has to indicate **Tax Identification Number (TIN no.) & date/ CST No. & date/ PAN No.** in their offer.
10. The offer submitted by the tenderer should clearly give **Basic price and detailed break-up of VAT (Value added Tax) separately.**
11. The prices should be quoted on **For destination/IREL-OSCOM stores** basis.
12. The offer submitted by the tenderer should remain **valid for 90 days from the date of opening.**
13. The tenderer has to clearly indicate **the guarantee provisions** in their offer.
14. **The offers submitted by the dealers must accompany valid authorized dealership certificate.**
15. **Tender Document Cost(TDC)** : Quotations submitted by the tenderer must accompany non refundable tender document cost as indicated below in the shape of Demand Draft drawn in favour of Indian Rare Earths Ltd. payable at State Bank of India (Branch code 6086) / Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam.
16. **Earnest Money Deposit(EMD)**: The tenderer has to submit EMD in the form of DD for amount as indicated below by a crossed demand draft drawn in favour of Indian Rare Earths Ltd payable at State Bank of India, IRE Ltd. Campus branch, Matikhalo – 761 045 (Branch code 6086) / Indian Bank, Konamana Branch, OSCOM Complex, Matikhalo – 761045 as a token of their earnestness in submitting their offer to undertake the supplies and conclude a contract if entrusted to them.

EMD can also be submitted in shape of Bank Guarantee valid for a period of 120 days from the date of opening of the tender. The bank guarantee should be issued by State Bank of India including its subsidiaries or any Nationalized bank or any other schedule 'A' commercial bank. Bank guarantee given by the co-operative banks or private banks will not be accepted. No interest shall be allowed on the EMD. EMD should be attached to the tender form in a separate sealed envelope with proper identification marking.

EMD is liable to be forfeited if the tenderer changes the terms & conditions/prices/withdraws his quotation subsequent to date of opening/ fails to accept the order when placed /fails to commence supplies after accepting the order. IREL reserves the right to reject the tender without EMD. EMD of unsuccessful tenderer shall be refunded immediately on finalisation of the contract. However, EMD may be adjusted with security deposit of the party on whom order is being released.
17. **Security Deposit(SD)**: For **Order value above Rs 5.00 lakhs**, the successful tenderer has to submit Security Deposit **@5% of the contract value** in the form of demand draft/ irrevocable bank Guarantee within 15 days of receipt of our PO as security for satisfactory completion of the order. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply order. The EMD can be adjusted towards Security Deposit. If the Supplier fails to provide the security deposit within the period specified, such failure shall constitute a breach of the Contract and IREL shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the Supplier and/or to recover from the Supplier damages arising from such cancellation. No claim shall lie against IREL either in respect of interest, if any, due on Security Deposits or depreciation in value.
18. **Payment terms**: Our standard payment term is **“100% payment within 30 days on receipt of materials along with all relevant documents at our Central Stores against acceptance”.**
19. **Transportation**: For terms of Delivery as: FOR Destination, it is not mandatory for the Supplier to book the materials through our authorized transporter. The responsibility lies with the Supplier for timely delivery of the ordered materials & also for transit insurance. However, for terms of Delivery as: Ex-works, the supplier has to book the material through IREL authorized Transporter only.

20. **Way Bill:** Way Bills are already available at state entry points in the office of IREL authorized transporter. Hence, Way Bill will be taken care by our authorized transporter if material is booked through them, However, for terms of Delivery as: FOR Destination, the Supplier should ask for way bill sufficiently in advance.
21. **Packing & Forwarding charges(P&F):** The packing & forwarding charges is to be mentioned by the tenderer separately which will be limited to IREL's standard P&F charges.
22. **Time of Completion and Force Majeure :** The time stipulated for despatch, delivery, or completion as the case may be, starts from the day the Supplier receives the IREL's Purchase Order or from any other date specifically stipulated in the contract agreement. Should progress or delivery be delayed by strikes, lockouts, fire, accidents, acts of god, or any cause whatsoever beyond the reasonable control of the Supplier, suitable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three months, the two parties shall consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of one month from the expiry of the three months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above-mentioned expiry of the contract will imply that both the parties have the obligation to reach agreement regarding the winding up and final settlement of the contract.
23. **Liquidated Damages(LD):** Liquidated damages shall be levied at the rate of **0.5% (half percent) per week** on the value of the delayed supply for each week of delay subjected to maximum of 5% (five percent) of the total value of the order. However, if separate period of completion/delivery schedules are specified for certain item of order or group of items of order at the time of issuing the order, the liquidated damage can be levied accordingly on the total value of item of order or group of items of order. LD will be charged on full value of the contract and not on delayed part.
24. IRE reserves the right to terminate the contract at any time at tenderer's risk and cost if their performance is found unsatisfactory. IRE Ltd. reserves the right (i) to reject any or all the tenders wholly or in part thereof (ii) to award the job by distributing to more than 1 (one) tenderer without assigning any reason(s) thereof. The splitting of the quantity can be in the ratio of 50:50/ 60:40/70:30 etc. IREL further reserves the right to place order on overall L1(lowest) basis or on item wise L1 basis at its advantage.
25. In case of any in-equality between terms quoted by the tenderers from that of IREL, then IREL reserves the right to load such terms suitably to bring them to equal footing before deciding the award of the contract.
26. IREL reserves the right to accept or reject any tender/offer without assigning any reason whatsoever and no tenderer shall have any claim over such action.
27. **Communication of Non-participation & no response:** In case you choose not to participate in the tender, a **Regret letter** by way of FAX/ letter is to be submitted well before the due date duly super scribing "**Regret**" and tender ref no., with date & due date on the envelope.
28. **Rejection of offers:** The tenders shall be liable for rejection in case of following:
- Non-submission of samples, if asked for.
 - If the offers are received after the due date & time and/or by FAX/E-mail(unless specified otherwise).
 - If the offers are received in open condition
 - If the offers deviate from our tender conditions as specified above.
29. **Counter terms and conditions of tenderer:** Where counter terms and conditions have been offered by the tenderer, the same shall not be deemed to have been accepted by IREL unless specific written acceptance thereof is given by IREL.
30. **Legal jurisdiction:** Only the Civil Courts of Chatrapur- 761 020, Dist. Ganjam (Orissa) shall be the jurisdiction to deal with and decide upon any legal matters of dispute whatsoever arising out of this tender.

Yours truly,

for Indian Rare Earths Limited.,

-Sd-
GM(Materials)

ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

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

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

Shri. S. Gopalakrishnan, Chairman & MD Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: Siva s@ vsnl.com.	Shri. Prakash Chandra, IRS Chief Vigilance Officer Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email:irelcvo@rediffmail.com
Or Shri M S Roy, HEAD-OSCOM, Indian Rare Earths Limited,OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sancharnet.in	

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

Thanking you,

For Indian Rare Earths Ltd

**-Sd-
Gen. Manager(Materials)**

UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

M/s. Indian Rare Earths Ltd
OSCOM, Matikhalo.

I/we.....am/are a Vendor/Customer of Indian Rare Earths 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 OSCOM at Orissa,
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour (s) to me/us in my/our dealings with the company and /or its field units.

Signature:.....

Name:.....

Title:.....

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