

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

1.0 EARNEST MONEY DEPOSIT (EMD)

- 1.1 The bidder shall remit Rs 1,88,800/- (Rupees one lakh eighty eight thousand and eight hundred only) (%) towards Earnest Money Deposit by NEFT/BG in favour of M/s IREL (India) Limited drawn on any Scheduled / Nationalised Bank payable at Udyogamandal. NEFT Details as per Annexure-IX. EMD if remitted by NEFT, UTR No. with bank details to uploaded alongwith technical bid. If payment is not through RTGS /NEFT, scanned copy of BG shall be attached during submission of tender and original shall be sent to IREL so as the same reaches IREL before the due date of opening of Tender, or else Offer may not be considered for evaluation. No interest is payable on EMD.

In case where the EMD provided in form of BG in the prescribed format attached with the tender, the BG shall be obtained from a scheduled Bank.

The EMD will be forfeited if

- (1) The tenderer changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening or
- (2) The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.

EMD shall be refunded to unsuccessful tenderers, within 30 days of placement of order on the successful tenderer. EMD shall be refunded to the successful tenderer on remittance of full Security Deposit (SD) amount. The EMD may be adjusted against security deposit of the successful bidder. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.

1.2 BENEFITS TO MSEs & Start-ups:

To avail MSE benefits, bidder has to submit UAM (Udyog Aadhar Memorandum) Certificate along with the bid submission, based on new classification criteria as per "Ministry of Micro, Small and Medium Enterprises Notification dated 01.06.2020".

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

- (a) Exemption from payment of Earnest Money Deposit.
- (b) MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1

In case where the EMD provided in form of BG in the prescribed format attached with the tender, the BG shall be obtained from a scheduled Bank.

The EMD will 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 / services after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit SD as stipulated in the tender.

The MSE's / Startups are required to submit valid Registration Certificate issued by NSIC along with tender.

MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India) Limited.

PRE-QUALIFICATION CRITERIA (PQ)

Tenderer should meet the following minimum pre-qualification criteria:

1. The Bidder themselves OEM/ OEM Indian Counterpart/ through authorised dealer/ Authorized seller(s) should have supplied minimum 2 nos. of ICP-MS triple quadrupole equipment to any Central/State Govt. Organization/PSU/Public Listed Company/Reputed Private Institutions in last five years. Copies of relevant supply documents/ purchase order along with copy of satisfactory installation report from the buyer to be submitted along with bid in support of having supplied similar item.

Similar item means ICP-MS triple quadrupole.

Bids shall be submitted by OEM or OEM's Indian counterpart /their Authorized Agency/ Authorized Seller.

If Bidder is Authorized Agency/ Authorized Seller, Valid authorization certificate from OEM, should be submitted.

2. The bidder must furnish an unconditional undertaking, that they will be able to deliver ICP-MS triple quadrupole within the scheduled delivery period/completion period (13 weeks from the date of purchase order) which includes time taken for obtaining Export license / IVL/or similar clearances from the exporting country.

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected. In the absence of receipt of required documents as per Pre-qualification criteria, the offer will not be considered under any circumstances. Parties may get clarified and satisfied themselves before uploading the required PQ documents in site.No further clarification will be sought from the bidders relevant to PQ.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

The scope of the work includes the following.

- 1.1 Supply, installation, testing, commissioning and operational training of Inductively coupled plasma mass spectrometer (ICP-MS) triple quadrupole, as per the technical specification attached.
- 1.2 Carry out Annual maintenance contract (AMC) for 3 years after the completion of guarantee / Warranty period of 2 years.

2.0 GENERAL CONDITIONS

2.1 SCOPE OF SUPPLY OF MATERIALS

- 2.1.1 IRE will provide the following materials / utilities free of cost
 - (a) Electricity.

3.0 PERIOD OF CONTRACT

- 3.1 The entire work of supply and erection are to be completed within 13 weeks from the date of the order.

4.0 PAYMENT TERMS

- 4.1 80 % of supply and installation less statutory deductions shall be released within 30 days of the receipt and acceptance of ICP-MS including all accessories at IREL, Udyogamandal site and acceptance by O.I.C.
- 4.2 13% of supply and installation less statutory deductions shall be released on successful completion of Installation, testing, commissioning & training duly certified by the OIC.
- 4.3 Balance 7% of the supply and Installation charges shall be paid along with security deposit (3%) after guarantee period of 24 (twenty-four) months on completion of Commissioning & training OR on submission of Performance Bank Guarantee for equal amount of 10% value of the contract valid for 24 months from the date of completion of commissioning& training.
- 4.4 No advance payment will be made under any circumstances.
- 4.5 The supplier's request(s) for payment shall be made to IREL in writing, accompanied by invoice in triplicate, describing, as appropriate, the equipment delivered and Services performed, inspection report submitted and fulfilment of other obligations stipulated in the Contract.
- 4.6 The Supplier has to submit Warrantee certificate for the complete system with accessories while submitting the final claim.
- 4.7 Payment shall be made after statutory deductions by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.
- 4.8 **AMC Payment:** Payment will be released on completion of each visit on prorata basis on submission of your bill duly certified by EIC usually within 30 days by NEFT.

5.0 WARRANTY

- 5.1 The items supplied shall be under warranty (comprehensive warranty) against any defective material, malfunctioning or poor workmanship for a minimum period of two years from the date of installation of the instrument as detailed in Technical specification.
- 5.2 The bidder should have to supply the required spares and consumables for a period of minimum 10 years from the date of Installation of Instrument on payment basis as per requirement.

6.0 PENALTY

In case of any complaint in the working of the Instrument during warranty period, the firm shall attend the same within 72 hours from the time of complaint call/ email by IREL and the instrument must be repaired within 20 days. Further, in case of any failure to do so, penalty @ Rs 2000/- per day will be applicable.

7.0 SAFETY, SUPERVISION & HOUSE KEEPING

- 7.1 The contractor is fully responsible for carrying out the work in safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IREL safety department.
- 7.2 The work must be carried out under close supervision and without causing any damage / hindrance to the existing structure or equipment's and other activities in the surrounding areas.
- 7.3 Special Work Permit/ Safety Permit shall be obtained for working at heights and other hazardous areas as specified by Safety department prior to commencement of work on each day.
- 7.4 The contractor must provide Personal Protective Equipment's like safety shoes, helmet, gloves, goggles etc., for their workmen suitable for the working environment and also as per the advice of Safety-in-charge / Engineer-in-charge.
- 7.5 Electrical extension boards are to be fitted with safety devices like ELCB, MCB/Fuse units etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked pin plug top. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the loads to be collected. Poor insulated cables and too many joints on the cable shall be avoided.

8.0 SITE INSPECTION

- 8.1 The bidders are advised to inspect the site before submitting their quotation.
- 8.2 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 anyway 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.

8.3 The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

9.0 OFFICER-IN-CHARGE (OIC)

Sri. G. Ramesh Babu, CM (QC&R) will be the Officer-in-Charge for this work.

10.0 ANNUAL MAINTENANCE CONTRACT (AMC) TERMS AND CONDITIONS

- 1.0 The scope includes general preventive maintenance as well as breakdown calls, Hardware and Software and any other problems related to the instrument and accessories supplied along with the ICP-MS.
- 2.0 Other accessories required to run the instrument such as Computer, Printer, Gas, Stabiliser, Chiller etc. are not covered under this contract.
- 3.0 AMC will be for 3 years after the completion of two year warranty period. Separate charges applicable for 1st, 2nd, 3rd years.
- 4.0 The quoted AMC charges per Annum will be inclusive of transport, boarding and Lodging of the service Engineers.
- 5.0 No separate order will be issued for AMC.
- 6.0 The number of preventive maintenance visits shall be four (4) per annum.
- 7.0 In case of any breakdown party should take up the work within 72 hours of intimation.

11.0 BILL OF QUANTITIES (BOQ)

Sl.No	Item Description	Quantity
1	Supply of ICP-MS triple quadrupole and accessories as per the specification in Annexure I including Installation, testing, commissioning & training of ICP-MS as detailed in the scope of work.	1 No.
2	AMC amount for 3 rd year	1 year
3	AMC amount for 4 th year	1 Year
4	AMC amount for 5 th year	1 year

Note: All the quoted rates should be inclusive of duties and taxes. However after opening the price bid the L1 party should give the relevant break up of basic amount and details of taxes.

12.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl.No	Item Description	HSN Code/ Tax details
1	Supply of ICP-MS triple quadrupole and accessories as per the specification in Annexure I including Installation, testing, commissioning & training of ICP-MS as detailed in the scope of work.	
2	AMC amount for 3 rd year	
3	AMC amount for 4 th year	
4	AMC amount for 5 th year	

Evaluation basis for tender:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price in INR at IREL, Udyogamandal.
- Evaluation shall be done on overall L-1 basis which includes supply, Installation, AMC amount for 3 years after completion of two years comprehensive warranty after taking net off Input Tax Credit for the quoted prices as per the items in " Bill of quantities (BOQ)" given above.
- AMC amount will be released as per AMC terms and conditions and payment will be released after completion of every AMC visit in respective year.
- Order value shall not include AMC amount.

Annexure I

Sl.No	Criteria	Technical Specification
1	System Application	<ul style="list-style-type: none"> • Computer Controlled fully automated Triple Quadrupole ICP-MS system with mass selection range 2 to 240amu or higher with resolution from 0.3 to 1 amu. Third quadrupole for collision reaction Cell with mass range 2 – 290 amu for the removal of various interferences using gasses such as oxygen, hydrogen, helium, and ammonia in pure and/or pre-mixed gas as per hardware system requirement. • Suitable for analysis of Rare Earth elements in ppm, ppb and ppt in Rare Earth matrix. • Suitable for multi elemental analysis in ppm, ppb and ppt level with required sensitivity. • Should have dedicated gas channels with fine controls for gas regulation for collision and reaction gas and mass controller for each gas.
2	Sample Introduction system	<ul style="list-style-type: none"> • Nebulizer: Suitable Nebulizer • Default online Argon gas dilution accessory for dilution of high TDS. • Spray Chamber Peltier Cooled Spray Chamber (Temp Range -10 to 20 Deg C). • Peristaltic pump: Low pulsation high precision peristaltic pump with min three channels which can be controlled through software.
3	Ion Source and RF plasma:	<ul style="list-style-type: none"> • Computer controlled 27.0 to 41.0 MHz RF generator. • Automatic control of torch ignition, shutdown, and system warm up. • Suitable for cold plasma and hot plasma modes. • Plasma torch: Easy mountable single piece quartz torch (1 more). • Should have provision for software-controlled alignment of plasma torch X,Y Z movements independently.
4	Ion Extraction Interface:	<ul style="list-style-type: none"> • Suitable cooled interface with standard orifice size to suit all applications. • Platinum-tipped sampler and skimmer cones / ion beam extraction system should be easily mountable / demountable • The Ion path must be maintenance free and at a 90 deg. deflection
5	Cell Technology	<ul style="list-style-type: none"> • ICP MS shall incorporate a Cell offering operation: Standard Mode, Collision mode and reaction mode in a single method simultaneously • Cell (He) with KED and Reaction Mode technology to cut off both lower and high masses. • Reaction Cell for interference removal. Reaction cell should allow use of suitable gases like H₂, O₂, He, NH₃, etc. • Cell must be non-consumable with zero maintenance. • The cell technology should have minimum 4 gas lines with dedicated mass flow controller for pure collision (helium) gas and pure and/or pre-mixed reaction gas as per hardware system requirement (H₂, O₂, NH₃ etc.) • There should be Four gas specific mass flow controllers for collision and reaction gas for He, H₂, NH₃, O₂ etc. in a safe premix or pure form and compliant manner. The offered instrument should have factory fitted MFCs as a standard feature

6	Gas control	<ul style="list-style-type: none"> System should have dedicated MFC devices to control plasma, auxiliary, nebulizer, reaction gas, collision gas, high TDS & oxygen for organic samples.
7	Detector Assembly:	<ul style="list-style-type: none"> Simultaneous dual mode discrete dynode Ion detector. Dynamic range greater than 10 order. Minimum dwell time of 100 μs or better in pulse and analog
8	Vacuum System:	<ul style="list-style-type: none"> 3 or 4 stage Turbo vacuum pump fume and acoustic free for attaining desired vacuum as per the system requirement. In the event of power failure, either high vacuum is maintained, or the entire vacuum system is to be automatically backfilled by inert gas to preserve the cleanliness of the system
9	Performance Specifications	<ul style="list-style-type: none"> Sensitivity specifications will be considered (Guaranteed/factory specifications) Sensitivity (MCPS/PPM OR KCPS/PPB): Li >60 MCPS/ppm Co >100 MCPS/ppm In or Y >250 MCPS/ppm U or TI > 320 MCPS/ppm Detection Limits Li/Be <0.5 ppt In or Y <0.1 ppt U or TI <0.1 ppt 32S (as SO+) :< 50 31P (as PO+) :< 15 Oxide ratio (%) CeO/Ce<2 or better Ba+++ or Ce++/ Ba or Ce<4 or better Background mass 4.5/9/220: No gas <1 cps Short Term Stability <2% RSD or better Long Term Stability <3% RSD or better Isotope ratio precision (% RSD): Ag107/Ag109\leq 0.1 Mass Stability < \pm 0.025 u per day
	System Controller and Operating System:	<ul style="list-style-type: none"> Suitable Data Station with all Software controls & future upgrade controls with Instrument software. Software should provide comprehensive functionality for analysis through fully automated process. The software should have data handling and data management, Data security and access control, compliance management and customizable reporting etc. Minimum 2 offline software licenses must be supplied as standard. Customizability to meet QA/QC functionality needs Automated QA/QC checks.
11	Essential Supplies	<ul style="list-style-type: none"> 1000 ppm NIST Certified Multi-element (at least 23 elements) aqueous calibration standard (100 ml). Multi REE and individual REE standards (La-Lu + Y +Sc) Fume hood, blower with accessories. 20 KVA UPS with 30 min Backup Helium Gas Cylinder – 1no. Reaction Gas Cylinder Oxygen, Hydrogen, Ammonia, -1 no. each. Gas Regulator for all the gases mentioned above – 1 no. each

12	Computer Configuration:	<ul style="list-style-type: none"> Reputed brand Personal Computer should be supplied along with instrument with two 32" monitors – one for instrument monitoring, and the other for online and offline calculations with a keyboard
13	Auto sampler	<ul style="list-style-type: none"> Auto sampler with sample vial should be offered. It should be corrosion free and should have independent X-Y-Z movement and having a capacity of handling up to 200 or more samples
14	Training	<ul style="list-style-type: none"> Supplier should provide training on operation and application of the equipment. Comprehensive training on the use of the systems should be provided to two persons by the Supplier at their site (in India) before the equipment is shipped to our site. Installation and commissioning to be done at our site with full demonstration of software and day to day maintenance of the equipment.
15	Essential consumables	<ul style="list-style-type: none"> Party should provide additional consumables for three years of operation at the time of supply. Quartz torches and Elbows, pump tubing, cone polisher Pt-tipped sampler (6 Nos.) and skimmer cones (6 Nos.) extra with necessary washers One gas regulator extra for each of Collision/Reaction cell gases Two extra argon regulators and other necessary consumables.
16	Warranty	<ul style="list-style-type: none"> 2 years comprehensive warranty from the date of Installation (inclusive of all parts). The successful bidder will be responsible for the supply of related spares free of charge during the warranty period. Warranty covers for equipment and accessories 3 years additional Annual Maintenance contract (after 2 year warranty period). In case of any complaint in the working of the Instrument during warranty period, the firm shall attend the same within 72 hours from the time of complaint call by IRE and the instrument must be repaired within 20 days. Further, in case of any failure to do so, penalty @ Rs 2000/- per day will be applicable.
17	Pre-requisites	<ul style="list-style-type: none"> All necessary installation requirements to be informed before supply.
18	Other Requirements	<ul style="list-style-type: none"> The successful bidder should supply the required spares and consumables for 10 years from the date of Installation of Instrument.
19	IREL scope of supply	<ul style="list-style-type: none"> Power connections, Argon cylinder for testing, Bench/platform for installing the equipment, water & electricity required for commissioning.

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

CLAUSE	DEVIATION (Including Justification)	REMARKS
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Signature & Seal of the Tenderer

Date:

Note:

- where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'
- The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

GENERAL CONDITIONS OF THE CONTRACT (GCOC)

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

- 1 **Definition of Terms:** In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.
- 1.1 **Company/contractee/IREL (India) Limited**
The 'Purchaser/Company/contractee/IREL (India) Limited' shall mean IREL (India) Limited, Rare Earths Division Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkarmarg, Prabhadevi, Mumbai-400028.
- 1.2 **Contractor/Supplier/tenderer/bidder**
The 'Contractor/Supplier/tenderer/bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees.
- 1.3 **Sub Contractor**
The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser.
- 1.4 **Contract: Contract shall** mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.
- 1.5 **Contract price** means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
- 1.6 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
- 1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC):** The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL.
- 1.8 **Representative** of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.
- 1.9 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.
- 1.10 **Tender Specification**
The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

- 1.11 **Contract Specification:** The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract.
- 1.12 **Letter of Intent (LOI):** The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.
- 1.13 **Site:** The term "Site" means IREL (India) Limited, Rare Earths Division, Udyogamandal, Kochi at which the plant and equipment supplied under the contract are to be erected and/or services/works/consultancy are to be performed under the contract.

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

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

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

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

3 **CONFLICT AND INTERPRETATION OF DOCUMENTS**

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

4 STANDARDS

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

5 SCOPE OF ORDER AND SPECIFICATIONS

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

6 INSPECTION OF SITE

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

7 ASSIGNMENT AND SUBLETTING

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

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

8 PRICES

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

9 TAXES, DUTIES & LEVIES

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

10 SECURITY DEPOSIT (SD)

- 10.1 The successful tenderer is required to furnish Insurance Surety Bond / Bank Guarantee from scheduled or nationalised/NEFT in favour of IREL (India) Limited., RED for an amount equivalent to three (3) per cent of the contract value **excluding AMC charge for 3 years** towards Security Deposit (SD) for the satisfactory performance of the contract, within 15 (fifteen) days of the receipt of order /LOI or before commencement of work at site whichever is earlier. The Security Deposit (SD) shall not bear any interest. The SD shall be refunded after successful completion of the contract including Warranty/Guarantee obligations, if any.
- 10.2 **SD AGAINST AMC**: The successful tenderer is required to remit 3% of the AMC order value for each year before the commencement of the AMC work. The SD will be refunded after the completion of contract each year on due certification of OIC or can be adjusted for the succeeding years.

11 RETENTION MONEY

Retention Money @ 10% shall be retained from each progressive / interim bill or on total order value executed. Security Deposit (SD) and Retention Money shall not be more than 10% of the work order value. The retention money shall not bear any interest.

The Retention Money will be refunded only on expiry of work order.

- 11.1 **The SD& Retention Money** shall stand forfeited in favour of IREL (India) Limited, without any further notice to the contractor in the following circumstances:
- i. In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
 - ii. If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL (India) Limited.

12. **LIQUIDATED DAMAGES (LD)**

- 12.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier /contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract.
- 12.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- 12.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

13 **FORCE MAJEURE**

- 13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL (India) Limited/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 (India) Limited may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding.
- 13.2 If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

13.3 If a Force Majeure situation arises, IREL (India) Limited/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 IREL (India) Limited in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

14 PERFORMANCE TEST

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

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

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

15 CORRESPONDENCE

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

16 ACCIDENT OR INJURY TO WORKMEN

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

17. COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

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

18 SECURITY REGULATIONS

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

19 **METHOD OF BLACK LISTING VENDORS**

- 19.1 Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.
- 19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- 19.3 Further, the vendor shall be banned from doing any business with IREL (India) Limited in case of:
- a. If security considerations including question of loyalty to the state so warrant.
 - b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
 - c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- 19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

20 **SECRECY**

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

21 **INDEMNITY**

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

22 **DEATH, BANKRUPTCY, ETC.**

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

or his successors of his or their obligations under the contract under any circumstances. IREL (India) Limited may terminate the Contract by notice in writing to the Contractor.

23 **ARBITRATION**

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

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

24 **JURISDICTION**

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

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

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

26 **RISK PURCHASE CLAUSE**

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

27 **RELATED PARTY**

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

PATENT INFRINGEMENT AND INDEMNITY

The Supplier shall protect, indemnify and save harmless to IREL (India) Limited, 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 (India) Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL (India) Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings. IREL (India) Limited 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 (India) Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL (India) Limited'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 (India) Limited, 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 (India) Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

CANCELLATION

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

- i. Successful tenderer fails to comply with the terms of the work/service order
- ii. Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- iii. Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- iv. Successful tenderer becomes bankrupt or goes into liquidation.
- v. 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 work/service order and matters connected with it. IREL (India) Limited 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.

EVALUATION OF BIDS / PLACEMENT OF ORDER

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

31 PRICE PREFERENCE CLAUSES

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

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit.

The MSE's / Startups are required to submit valid Registration Certificate issued by NSIC along with tender.

MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India) Limited.

31.1 CONDITIONS FOR START-UP COMPANIES

- 31.1.1 Subject to meeting of Quality and Technical specifications, IREL(India)Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- 31.1.2 The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of technical bid.
- 31.1.3 Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.
- 31.1.4 However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL(India)Limited (India) Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GOI guidelines.
- 31.1.5 Start-up Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

31.2 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Start-ups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

31.3 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/Entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/Mses owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

The MSEs owned by SC/ST entrepreneurs shall mean: -

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyam Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of Mses which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL(India)Limited is

already registered on the TReDS platform. You are requested to kindly register on tetrads platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centresor Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details.

like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. The benefit of policy is not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

32.0 RXIL (TReDS) PLATFORM:

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

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

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

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

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

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. SatyajeetJathar: +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager

Mr Kirtimusale : +91 90048 17501 email: kirti.musale@rxil.in

IREL(India) Limited Unit Administrator

Mr. R. Abel Devadhason : +91 9443607155 email : purchase-red@irel.co.in

IREL(India) LimitedNodal Officer

Mr.K.V.Ramakrishna: +9181049 97177 email: kvramakrishna@irel.co.in

33 OTHER TERMS & CONDITIONS

33.1 Reporting Accidents to Labour

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

33.2 Workmen's Compensation

You shall at all times indemnify IREL against all claims against Workmen's Compensation Act, 1923 or any other law for the time being in force in respect of any workmen employed by you

in carrying out the contract and against all costs and expenses or penalties incurred by IREL in connection therewith and (without prejudice to any other means of recovery) IREL shall be entitled to deduct from any money due or to become due to you all moneys paid or payable by IREL by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and you shall abide by the decision of IREL as to the sum payable by you under the provision of this clause.

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

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

33.5 **Medical care in case of accident**

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

33.6 **Records & information to be furnished by contractor**

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

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

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

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

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

33.6.6 **EMPLOYMENT LIABILITY**

You are solely and exclusively being responsible for engaging or employing persons for the execution of this work. All employees engaged by you shall be in its pay roll and be paid by you. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service by you. You shall indemnify IREL (India) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. You shall make regular and full payment of wages along with statutory dues to the workmen within 5th of the following month irrespective of whether you are raised the bill or not and furnish necessary documents whenever required by the competent authority. You shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL (India) Limited, RED indemnified against losses, damages or claims arising thereof. ii. In case of complaint of non-fulfilment of any obligation under the contract, IREL (India) Limited reserves the right to withhold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working. There will be no relations of employer

and employee between our IREL (India) Limited and the personnel so engaged by you under the contract and no claims for any employment in IREL (India) Limited will be entertained or tenable. It shall be the sole responsibility of yours to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

34. **VARIATION IN QUANTITIES**

34.1 Quantities stated under each item in the Specification or Price Schedule is approximate only. The contractor must be willing to accept any variation in quantities and the unit rate quoted shall remain unchanged.

34.2 The company reserves the right to cancel any part of the work if the same is not required to fulfill the objectives of the specific work contract.

35.0 **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district -wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point sources for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, Planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas proves necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic Zone (II TO V) for earthquakes
- ii) Wind velocity (Basic Wind Velocity:55,50, 47, 44, 39 &33 m/s)
- iii) Area liable to floods and Probable max.surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

निविदा और अन्य व्यावसायिक लेन-देन में नैतिकता ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

प्रिय महोदय Dear Sir,

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

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

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

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

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

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

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

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

धन्यवाद Thanking you,

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

ह0Sd/-

श्री आर एबेल देवदासन Shri. R. Abel Devadhasan

मुख्य प्रबंधक (तकनीकी), क्रय Chief Manager (Technical), Purchase

वचन पत्रUNDERTAKING

तारीखDate:

सेवा मेंTo,

आईआरईएल)इंडिया (लिमिटेडIREL (India) Limited.,
1207, वी.एस.मार्गV.S. Marg,
प्रभादेवीPrabhadevi
मुंबईMumbai 400 028.

मैं /हम..... आईआरईएल (इंडिया (लिमिटेड
)अबकंपनीकेरूपमेंसंदर्भितकियाजाएगा (काएकविक्रेता / ग्राहकहैं।
I / We am / are a Vendor / Customer of IREL (India)
Limited(now onwards to be referred as Company).

मैं /हमसहमतहैंऔरवचन देते हैंI / We agree and undertake:

कंपनी के कॉरपोरेट कार्यालय और /याइसकेकिसीभीक्षेत्रइकाइयोंयानीएमके, चवरा, ऑस्कॉम, आरईडी एवं आईआरईआरसी
के साथ मेरे /हमारेव्यवहारपाने / हासिलकरनेकेसंबंधमेंकंपनीकेकिसीभीकर्मचारीकोकोईउपहारऔर / याप्रलोभनप्रदाननहीं
किया जाएगा

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

कंपनी के किसी भी कर्मचारी द्वारा कंपनी और /याउसकेक्षेत्रइकाइयोंकेसाथमेरे / हमारेव्यवहार में मेरे /
हमारेपक्षमेंदेनेकेलिएकिसीभीउपहारऔर / याप्रलोभन की तत्काल रिपोर्ट किया जाएगा

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

हस्ताक्षरSignature.....

नामName.....

विषयTitle.....

कंपनी का नाम एवं पता))मुहरसहित (
Name of the Company and Address (with Seal).....

BANK DETAILS

IREL(India) Limited Bank Details.

1. Name of the Bank :State Bank of India
Udyogamandal Branch,
Udyogamandal
Kochi- 683 501

2. Account Type : Current Account

3. Account Number : 57017844321

4. IFSC Code : SBIN0070158

IREL (India) Limited, RED, GST IN: ID No. 32AAACI2799F2ZM

Bidders (Pl. Provide the details):

1. Name of the Bank :
.....
2. Account Type :
3. Account Number :
4. IFSC Code :

VENDOR UP-DATION DETAILS (MANDATORY)			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/ office address/ Warehouse address/ factory address)		
3	Building/ House Number		
4	Area/ Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.		Yes No
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
	Bank Details		
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		
All bidders are requested to fill and submit the relevant documents as above. Those who fail to submit in complete as above; their offer will not be considered for further evaluation without notice.			

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ RED unit of M/s IREL(India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028, India (herein after referred to as IREL (India) Limited, 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 (India) Limited, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL(India) Limited including the question as to the tenability of the claim of the IREL(India) Ltd for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(India) Ltd 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(India) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL(India) Limited 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(India) Limited that the IREL(India) Limited 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(India) Limited or any indulgence by the IREL(India) Limited 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 (India) Limited in writing.

Dated the _____ day of _____ 20--
_____Bank

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

Bank's Common seal

Bid Document

Bid Details	
Bid End Date/Time	07-12-2022 10:00:00
Bid Opening Date/Time	07-12-2022 10:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Irel India Limited
Office Name	Ho
Total Quantity	1
Item Category	Inductively Coupled Plasma Mass Spectrometer (Q3)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Annual Maintenance Charges Required	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	188800

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DGM (A&C)
IREL(India) Limited, RED, Udyogamandal
(Sankarshan Patel)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	A.Veeramani
Designation of Competent Authority	GM & Head, RED
Office / Department / Division of Competent Authority	IREL(India)Limited, RED, Udyogamandal
CA Approval Number	PUR/22-23/01/21
Competent Authority Approval Date	21-11-2022
Brief Description of the Approval Granted by Competent Authority	Item comes under imported item. Hence make in India cannot be fulfilled.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

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

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

Inductively Coupled Plasma Mass Spectrometer (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Annual Maintenance	
Warranty of required product	2 Year
Annual Maintenance Charges Duration (Post Warranty)	3 Year
Annual Maintenance Charges Frequency	Quarterly

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	R Abel Devadhason	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	90

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

Additional Clause For Annual Maintenance Charges

1. AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 10% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 3% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---