

**This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected IREL's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration with IREL as per procedure.**



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY

GST ID No. 32AAACI2799F2ZM



IREL/RED/Udyogamandal/25-26/35733/

August 26, 2025

Sub: Tender for "Procurement of FRP Ion exchange column".

Ref: 1. Tender No. IREL/Udyogamandal/25-26/35733 dated 26.08.2025

2. Tender Due Date and Time: 16.09.2025, 10.30 Hrs.

Dear Sir,

We invite your attention to the above referred tender.

Please go through the attached terms & conditions of this tender before submitting your offer. If any clarifications are required, please contact IREL officials before quoting. No clarifications shall be obtained / entertained from bidders after opening bid.

You are requested to submit the duly filled, signed and seal affixed IREL Tender Documents along with price in a sealed cover super scribed with the Tender No. and due date addressed to the CGM & Head, IREL (India) Limited, RE Division, Udyogamandal - 683 501 Kerala. Sealed tenders shall be deposited in the box kept at our Main Gate. Offers received after the due date and time will not be considered for evaluation. Offers through e-mail will not be considered.

The due date of the tender is 16.09.2025 10.30 Hrs.

Yours truly,

For IREL (India) Limited

Shri. V A Anil Kumar

Chief Manager -Technical (Purchase)

**SCHEDULE OF TENDER**

|                                               |                                        |
|-----------------------------------------------|----------------------------------------|
| Tender No.                                    | IREL/Udyogamandal/25-26/35733          |
| Name of Work                                  | Procurement of FRP Ion exchange column |
| Type of Tender                                | Limited Tender                         |
| Estimated Cost                                | Rs.9,54,520/- (inclusive of all)       |
| Earnest Money Deposit (EMD)                   | Rs.20,000/-                            |
| Date of closing of bid for submission of Bids | 16.09.2025, 10.30 Hrs.                 |
| Date & time of opening of bid                 | 16.09.2025, 11.00 Hrs.                 |
| Validity of tender                            | 90 days from bid due date              |

## GENERAL INSTRUCTIONS TO BIDDERS

### **1.0 EFFECT AND VALIDITY OF BID**

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 days from bid due date.

### **2.0 RIGHT TO REJECT THE TENDER**

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

Further IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Bid, the Bidder agrees and releases IREL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

### **3.0. PRICES:**

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at designated works. GST as applicable is to be considered as per the Price Schedule of the tender document.

### **4.0. TENDER RATES:**

- a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any. b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.
- b) Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons

## 5.0 GUIDELINES FOR PROCUREMENT FROM MSEs

- 5.1 Procurement from Micro, Small and Medium Enterprises (MSEs):  
The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.
- 5.2 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.
- 5.3 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 5.4 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked for women entrepreneur will be met from other MSEs.
- 5.5 MSEs would be treated as owned by SC/ ST entrepreneurs:  
a) In case of proprietary MSE, proprietor(s) shall be SC /ST;  
b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;  
c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- 5.6 If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- 5.7 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- 5.8 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 5.9 **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
- 5.10 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.
- 5.11 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.
- 5.12 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.

- 5.13 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender: Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed. Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit.
- 5.14 To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst MSMEs about Zero Defect Zero Effect (ZED) practices and motivate & incentivise them for ZED Certification while also encouraging them to become MSME Champions.

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

## 6.0 RXIL (TReDS) PLATFORM

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

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

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

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

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

*For any registration queries, vendors may please contact,*

**RXIL Relationship manager Mr. Satyajeet Jathar:** +91 99201 00784 / +91

9004100784 email: [satyajeet.jathar@rxil.in](mailto:satyajeet.jathar@rxil.in)

**RXIL Relationship manager Mr Kirti musale :** +91 90048 17501 email: [kirti.musale@rxil.in](mailto:kirti.musale@rxil.in)

**DTX - KreDX Platform Private Limited (the 5<sup>th</sup> TReDX Platform) – Registration Number-** COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: [prathamesh.varose@kredx.com](mailto:prathamesh.varose@kredx.com)

Jason Chongtham: +91 -9600063327 email: [jason@kredx.com](mailto:jason@kredx.com)

### **M1xchange**

a. Registration Number -BUYER00047728

b. Contact Person: Mr. Ankit K. Singh, 9800250394, email: [ankit.singh@m1xchnage.com](mailto:ankit.singh@m1xchnage.com)

### **Invoicemart**

a. Entity ID/Registration Number- 1000036436

b. Contact Person: Mr. Amith Dutta, 8600179668, email: [Amit1.Dutta@invoicemart.com](mailto:Amit1.Dutta@invoicemart.com)

## **C2treds (C2FO)**

- a. Registration Number: B0320250094
- b. Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

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

*IREL (India) Limited Nodal Officer Mr.*

*K.V.Ramakrishna: +918104997177 email: [kvramakrishna@irel.co.in](mailto:kvramakrishna@irel.co.in)*

## **7.0 METHOD OF SELECTION:**

bidders meeting all the tender conditions as eligible will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

**Note:** To assist in the examination of documents submitted by the bidder IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **8.0 MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India). Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. The bidder has to provide certificate as a proof for minimum 50% and 20% local content required for qualifying Class 1 and Class 2 Local Supplier respectively.

## **9.0 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA (AS PER GOI GUIDELINES AMENDED FROM TIME TO TIME)**

The bidder to provide needful certificate.

- 10.0** IREL 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. IREL also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the orders accordingly.

## **11.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- 11.1** Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender. **The offers received from tenderers without EMD shall be summarily rejected except where an exemption is provided in the tender.**
- 11.2** EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- 11.3** Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 11.4** EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.

- 11.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
- 11.6 EMD is liable to be forfeited if:
- The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
  - The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
  - In case bidder submits false/fabricated documents.
  - In case bidder fails to submit SD as stipulated in the tender.
- 11.7 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security shall be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 11.8 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.
- 12.0 SECURITY DEPOSIT (SD), PERFORMANCE BANK GUARANTEE & RETENTION MONEY**
- SECURITY DEPOSIT (PERFORMANCE SECURITY) & PERFORMANCE BANK GUARANTEE
- 12.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:
- For supply & service contract valued more than Rs.5 lakhs. Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).
- 12.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.
- 12.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 12.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.

12.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

13.0 **RETENTION MONEY**

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

14.0 **SECURITY DEPOSIT & RETENTION MONEY**

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

15.0 **REFUND OF SD & RETENTION MONEY**

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

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

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

16.0 **FORFEITURE OF SD & RETENTION MONEY**

The SD & retention money shall stand forfeited in favour of IREL, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ Contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ subcontracting of any portion of the work without approval of IREL.

17.0 **REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.**

| Sl. No. | Description                                                                        | Up-loaded<br>Yes/No |
|---------|------------------------------------------------------------------------------------|---------------------|
| 1       | DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure - I).                        |                     |
| 2       | DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure - II to VII). |                     |
| 3       | COPY OF GST & PAN CERTIFICATES.                                                    |                     |
| 4       | ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.                                      |                     |

**18.0 CONTACT PERSON OF TENDERING AUTHORITY IREL (INDIA) LIMITED, R E DIVISION,  
UDYOGAMANDAL, KERALA.**

| Purpose                                                   | Name                                                                                                            | E-mail ID                                                                                                                                | Contact No.                 |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| For Technical Specification / Scope of work related query | Shri. Amith P.C<br>DM – Technical (Production)<br>Shri Sanjay Kumar Vind,<br>Senior Manager- Technical (Stores) | <a href="mailto:production-red@irel.co.in">production-red@irel.co.in</a><br><a href="mailto:amith.pc@irel.co.in">amith.pc@irel.co.in</a> | 8754559102<br>91 8301997625 |
| For Bid/tender related query                              | Shri. VA Anil Kumar<br>CM-Technical (Purchase)                                                                  | <a href="mailto:purchase-red@irel.co.in">purchase-red@irel.co.in</a>                                                                     | 0484-2545199<br>9443482644  |
| For Consignment / Goods Transportation related query      | Shri. Sanjaykumar Vind<br>SM-Technical (Stores)                                                                 | <a href="mailto:stores-red@irel.co.in">stores-red@irel.co.in</a>                                                                         | 91 8301997625               |
| For Payment/refund related query                          | Smt. P Kamalam<br>DGM – Finance (A & E)                                                                         | <a href="mailto:finance-red@irel.co.in">finance-red@irel.co.in</a>                                                                       | 91 8593994144               |

**PRE-QUALIFICATION CRITERIA**

1. Bidder should have supplied FRP ion exchange column/MS FRP Tank during the last 7 years ending march 2025 as per following and submit the PO copy and proof of delivery such as invoice/completion certificate etc.
  - a) One supply of value each not less than Rs. 7.63 Lakh.
  - b) Two supply of value each not less than Rs.4.77 Lakh.
  - c) Three supply of value each not less than Rs.3.81 Lakh.
2. Average Financial turnover of the party should not be less than Rs.2.86 lakh during the past three financial years. To verify the same, the bidder shall submit self- attested copies of P&L Account Statement/Balance sheet etc.
3. **SITE VISIT :-**  
Erection and commissioning of ion exchange column is site specific work and without site visit exact assessment of work cannot be done. Hence site visit is mandatory. Bidder has to submit proof of site visit.

**SPECIAL CONDITIONS OF CONTRACT (SCOC)****1.0 SCOPE OF WORK**

Fabrication, supply, installation and commissioning of eight numbers of 300 mm diameter Ion Exchange Columns and four numbers of pedestals as per attached drawing and details/specifications and BOQ mentioned below. The party has to inspect the site, get accustomed with the site condition before submitting the offer.

**1.1 DETAILS OF WORK**

- 1.1.1 The ion exchange columns 8 numbers - 300 mm ID as per the attached drawing to be fabricated, pressure tested at 3kg/cm<sup>2</sup>. The internal surface of column, cone and flanges must have gel coat finish. The gel coat finish must be a minimum 0.5 mm thick. The fabrication of column must be done using 450 GSM chopped stand matting and 600 GSM woven matting in alternate layers. Surface matting should be used in the external surface. Bisphenol resin only has to be used in fabrication of the column. Polypropylene perforated sheet two numbers per column with strainer as per drawing also is to be fabricated and supplied. SS 304 nut and bolts with a rubber gasket minimum of 6 mm thickness shall be provided in each holes of the column (SS 304 nuts and bolts per column) as per the attached drawing. Pressure Test certificate should be submitted along with the supply and SS-304 nut & bolt material test certificate and Tax invoice is to be submitted.
- 1.1.2 The pedestal for mounting two numbers of columns per pedestal are to be fabricated as per the drawing attached. The stand has to be fabricated in 75 X 75 X 8 mm thick angle and holes to be made on top for bolting the column flange. There should not be any hindrance while bolting the column to the pedestal. The pedestal has to be lined with 2 coats of 450 GSM chopped stand matting and one layer of surface matting in Bisphenol resin. All 352 number nut and bolts used for the work should be of SS 304 nut and SS 304 bolt.

**2.0 DELIVERY SCHEDULE**

- 2.1 Party has to supply the entire Ion Exchange Columns and Pedestals within 60 days of receipt of order.
- 2.2 Party has to successfully install and commission the entire Ion Exchange Columns and Pedestals within 75 days of receipt of order.
- 2.3 The date of receipt of the order is considered as 7 days from the date of dispatching of the purchase order.

**3.0 PAYMENT TERMS**

- 3.1 70% of the total order value less statutory deductions applicable shall be released on completion of entire supply (8 nos. of Ion Exchange Columns and 4 nos. of pedestals) within 30 days of supply and acceptance by EIC.
- 3.2 25 % of the total order value less statutory deductions applicable shall be released within 30 days after successful commissioning of the entire Ion Exchange Columns certified by EIC.
- 3.3 5% of the total order value less statutory deductions with SD amount shall be released after

completion of warranty period or submission of equivalent amount of BG for performance warranty.

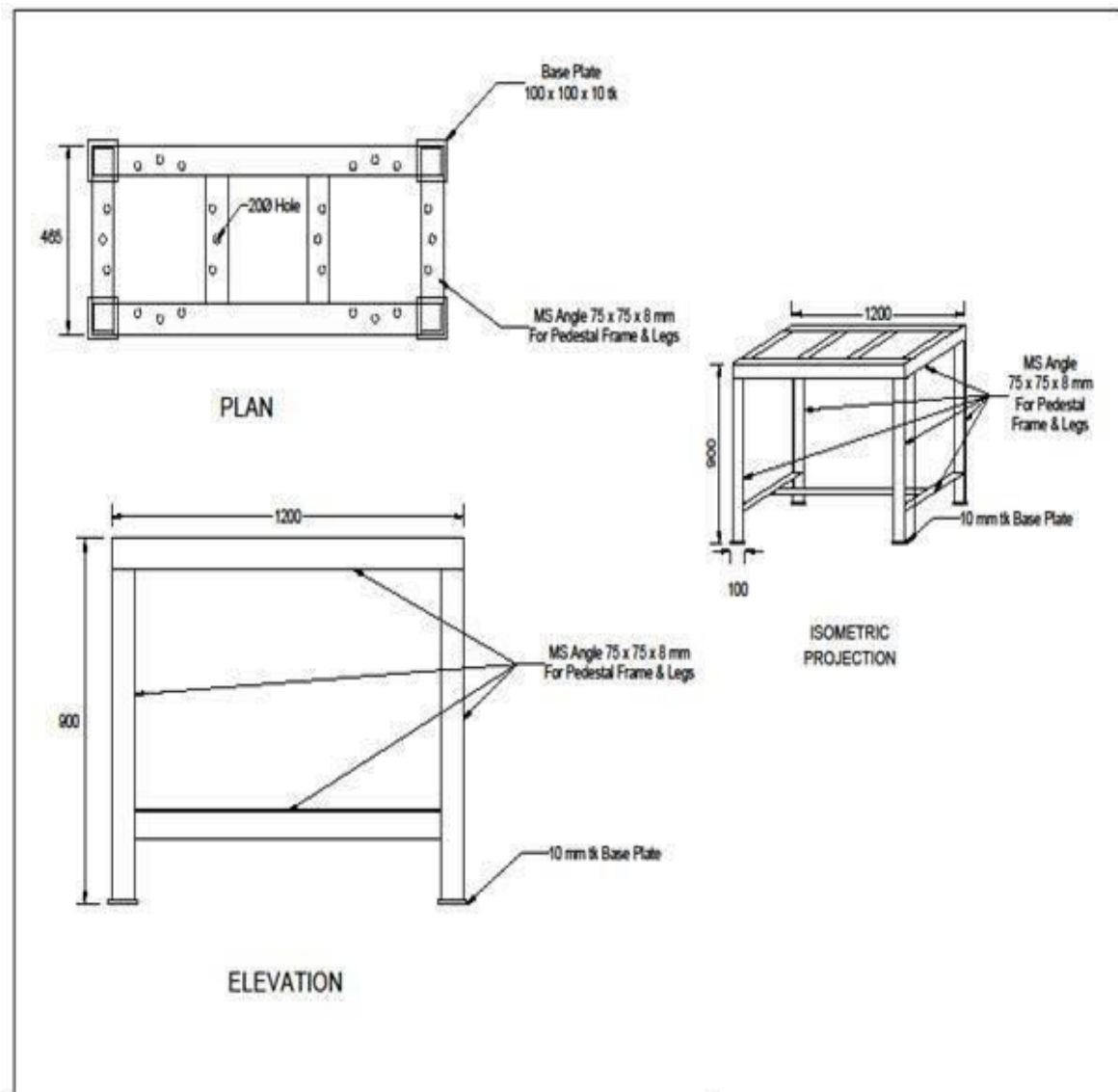
**4 GUARANTEE/WARRANTEE**

The equipment will be warranted for 18 months from the date of supply or 12 months from date of commissioning, whichever is earlier. If within the warranty period, equipment components fail as a result of a manufacturing defect or engineering fault, the party shall replace or repair the components or equipment at the site of IREL Udyogamandal within 7 days of intimation at no cost to IRE (India) Limited Udyogamandal.

**5 ENGINEER-IN-CHARGE(EIC)**

Mr Sanjay Kumar Vind (Senior Manager Technical) will be the EIC for the work. Clarifications if any has to be cleared with EIC prior to submission of the quotation.

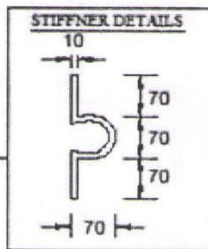
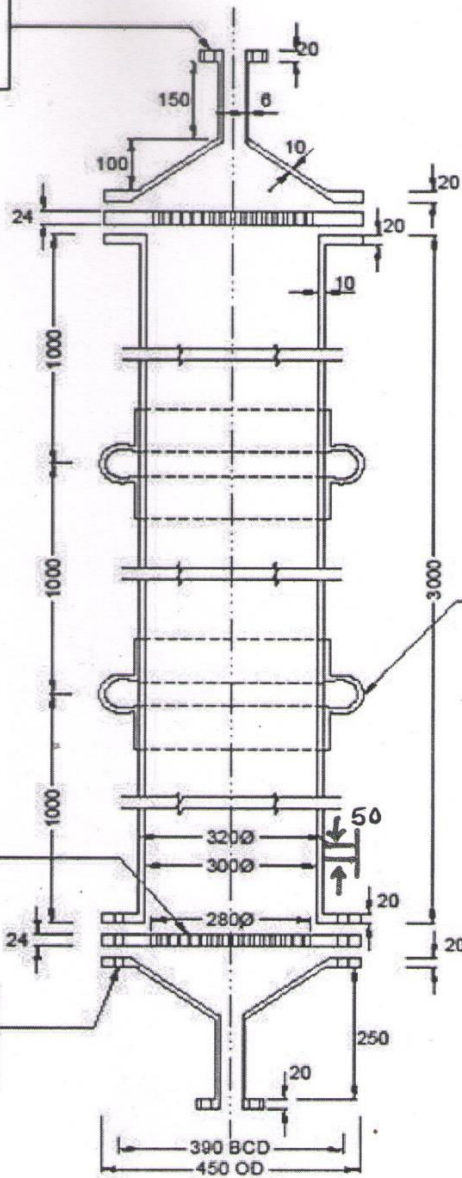
## DRAWINGS



**NIPPLE FLANGE**  
 OD - 117  
 ID - 40  
 BCD - 89  
 Holes - 4  
 Hole Dia - 16  
 Thickness - 20

Perforated  
 Polypropylene disc  
 of thickness 24  
 Holes of dia - 6 at 18  
 pitch all over 280 dia

No. of Bolt Holes - 16  
 Bolt Hole dia - 16  
 ON Flanges & PP  
 Perforated Disc



**BILL OF QUANTITIES (BOQ) / PRICE SCHEDULE**

| Sl. No | Description of work                                                                                                                                                                                                                          | Qty | Unit    | Rate/Unit | Amount |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|-----------|--------|
| 1      | Fabrication, supply, erection and commissioning of 8 nos. of Ion exchange column and 4 nos. of pedestal for mounting the column and 16 number hdpe nipple as per scope of work and attached drawing & 8 number HDPE dummy flange (size-63mm) | 8   | Numbers |           |        |
|        | Sub Total                                                                                                                                                                                                                                    |     |         |           |        |
|        | GST @.....%                                                                                                                                                                                                                                  |     |         |           |        |
|        | Grand Total                                                                                                                                                                                                                                  |     |         |           |        |
|        | Rupees.....only)                                                                                                                                                                                                                             |     |         |           |        |

In case of any discrepancy between the rate and amount, the rate will govern and between figures and words, words will prevail. The decision of the Competent Authority in this regard shall be final and binding on all parties.

**Undertaking by tenderer**

The amount quoted as Grand Total above is inclusive of all taxes, and is the full and final amount that will be charged by us for carrying out the tendered work. We shall not be making any further claims on IREL and IREL shall, in no manner whatsoever, be liable for any further payments with regard to this work. We undertake to make payment of all taxes regarding this tender to the statutory authorities without fail and we hereby indemnify IREL from any issues arising therefrom.

**Evaluation of Bids:** Contract will be awarded to technically and commercially qualified bidder with the lowest price considering / deducting tax benefits to IREL, wherever applicable.

**DETAILS TO BE FURNISHED ALONG WITH THE OFFER**

| Sl. No. | Description of work                                                                                                                                                                                                                          | GST in % | HSN Code |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 1       | Fabrication, supply, erection and commissioning of 8 nos. of Ion exchange column and 4 nos. of pedestal for mounting the column and 16 number hdpe nipple as per scope of work and attached drawing & 8 number HDPE dummy flange (size-63mm) |          |          |

**GENERAL CONDITIONS OF CONTRACT (GCOC)**  
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### General Conditions of Contract (GCC-Goods)

**Definitions** In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT [if engaged] shall mean M/s. ....having its registered office at..... The term consultant includes successors, assigns of M/s. ....
- 1.2 CONTRACT shall mean Purchase Order/ Service Contracts and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully supplied/ commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the Goods-in-ward date in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC): OFFICER-IN-CHARGE (OIC) / Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him/her to act for and on his/her behalf for operation of this CONTRACT.
- 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 or making any variation of or in the work except otherwise expressly provided here-in-under or elsewhere in the contract.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400028. The term PURCHASER includes successors, assigns of IREL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.15 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- 1.16 QUANTITIES - Bills of quantities designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.17 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/ SERVICE CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.18 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.22 SUB-CONTRACTOR shall mean the person 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 SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 2.0 **SELLER TO INFORM:**
- The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.
- 3.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**
- 3.1 Words imparting the singular only also include the plural and vice versa where the context requires so; 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 requires so.
- 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 occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL to eliminate the conflict.
- 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 purchase order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL.
- 3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.
- 4.0 **Country of Origin:** For purposes of this Clause "Origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.0 **SCOPE OF CONTRACT:**
- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/ Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.

- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.
- 6.0 **STANDARDS**  
The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.
- 7.0 **Instructions, Direction & Correspondence**  
7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.  
a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.  
b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.  
c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.  
d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.  
e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.
- 7.2 **Contract Obligations:**  
7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.  
7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 8.0 **Modification in Contract:**  
8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.  
8.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or be supplemental to CONTRACT.
- 9.0 **Patent Rights, Liability & Compliance of Regulations:**  
9.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.  
9.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.  
9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER's workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.  
9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.  
9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's 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 SELLER shall promptly at his own expense, either procure for PURCHASER 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 PURCHASER'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 SELLER's factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER 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. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.
- 10.0 **Inspection, Testing & Expediting**  
10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.  
10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.  
10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.  
10.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.  
10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.  
10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.  
10.7 In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).  
10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.  
10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.  
10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.  
10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.  
10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.  
10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.  
10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 10.15 **Inspection & Rejection of Materials by consignees:**  
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.



months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or Fifteen (15) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings, data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, for taking the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

17.2 **PERFORMANCE GUARANTEE OF EQUIPMENT**

17.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the functions specified under the CONTRACT.

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

17.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER'S account.

18.0 **Prices:**

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid. The price indicated in the Purchase Order is firm and not subject to alteration on any account unless specified otherwise in the terms and conditions of Purchase Order. However, in case of delayed delivery, price reduction clause shall apply.

19.0 **Subletting and Assignment:**

The SELLER shall not without previous consent in writing of the PURCHASER, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the SELLER from any obligation, duty or responsibility under the contract.

20.0 **Time as Essence of Contract:**

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

21.0 **Delays in The Seller's Performance:**

If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

i) hire for period of delay from elsewhere goods which in PURCHASER'S opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges;

Or

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

21.1 Any un-excusable delay by the SELLER or his subcontractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of Liquidated Damages for delay in delivery, termination of the contract for default and purchase from another source at the risk and cost of the SELLER.

22.1 **Liquidated Damages Schedule for Delayed Delivery** Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

22.1.1 **Deductions shall apply as per following formula:**

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

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

22.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

23.0 **Rejections, Removal of Rejected Equipment & Replacement**

23.1 Preliminary inspection at SELLER'S works by INSPECTOR shall not prejudice PURCHASER'S/ CONSULTANT'S claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

23.2 If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER'S cost and risk.

23.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

23.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

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

24.1 **Termination for Default**

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

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER

24.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 24.1.1 the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

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

24.2 **Termination for Insolvency**

24.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT. Force Majeure shall mean and be limited to the following:

- 25.2 If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures.

25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side.

26.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the contract.

26.3 Legal Construction: The Contract shall in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

b) If the SELLER 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 PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein

d) The seat of arbitration will be at Mumbai and language thereof shall be English.

f) 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 for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.

27.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

27.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

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

29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

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

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

Signature and seal of the contractor



**"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"**

Dear Sir,

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

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

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

|                                                                                                                                                     |                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Chairman & Managing Director<br>IREL (India) Limited<br>1207, V.S. Marg, Prabhadevi<br>Mumbai 400 028.<br>Ph: 022-24225778<br>E-mail:cmd@irel.co.in | Chief Vigilance Officer<br>IREL (India) Limited<br>1207, V.S. Marg, Prabhadevi<br>Mumbai 400 028.<br>Ph: 022-24221068<br>E-mail:cvo@irel.co.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 accept your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation Chief Manager- Technical (Purchase)

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

| CLAUSE | DEVIATION<br>(Including Justification) | REMARKS |
|--------|----------------------------------------|---------|
|        |                                        |         |

Signature & Seal of the Tenderer

Dated:

**Note:**

- where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'. If no deviation is endorsed, it will be considered as 'No deviation'.
- 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.

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

| VENDOR UP-DATION DETAILS |                                                                                                                                                                                                         |                                      |    |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----|
| SI #                     | Organisation Details                                                                                                                                                                                    |                                      |    |
| 1                        | Name                                                                                                                                                                                                    |                                      |    |
| 2                        | Address Type<br>(Sales office address / Office Address /<br>warehouse Address / Factory Address)                                                                                                        |                                      |    |
|                          | Building /House Number                                                                                                                                                                                  |                                      |    |
|                          | Area/Street Name                                                                                                                                                                                        |                                      |    |
|                          | City                                                                                                                                                                                                    |                                      |    |
|                          | State                                                                                                                                                                                                   |                                      |    |
|                          | Pin Code                                                                                                                                                                                                |                                      |    |
|                          | Contact Details                                                                                                                                                                                         | Ph No:                               |    |
|                          |                                                                                                                                                                                                         | Mobile No.                           |    |
|                          |                                                                                                                                                                                                         | Email:                               |    |
| 3                        | Vendor Type ( Domestic / Import)                                                                                                                                                                        |                                      |    |
| 4                        | Ownership Information (Private Limited<br>Company/ One Person Company/ Limited<br>Liability Partnership/ Partnership Firm /<br>Proprietorship/ Co-Operative Society/ Trust/<br>Others).                 |                                      |    |
| 5                        | Nature Of Business (Manufacturer/ Dealer/<br>Trader/ Distributor/ Stockiest/ Channel<br>Partner/ Indian Sales Office/ Subsidiary of<br>Registered foreign supplier/ Indian Agents/<br>Service Provider) |                                      |    |
| 6                        | Whether Approved By Any Central<br>Government/State Government/ Public<br>Sector Undertakings /Reputed Private<br>Organisations for similar items, for which<br>registration is sought.                 |                                      |    |
| 7                        | PAN No.                                                                                                                                                                                                 | Copy of the same may be<br>attached. |    |
| 8                        | GSTIN ID                                                                                                                                                                                                |                                      |    |
| 9                        | Audited copies of P&L for the last three FY                                                                                                                                                             |                                      |    |
| 10                       | Valid MSE Udyam registration certificate, if<br>any.                                                                                                                                                    | Yes                                  | No |
| 11                       | MSE ownership details.                                                                                                                                                                                  |                                      |    |
| 12                       | ISO Certification if any                                                                                                                                                                                |                                      |    |
| 13                       | Registered in GEM Portal                                                                                                                                                                                | Yes                                  | No |
| 14                       | MSE to confirm if they are registered from<br>TReDs platform                                                                                                                                            | Yes                                  | No |
| 15                       | Whether supplier/Service Provider is a Start-<br>Up Enterprise. If yes provide the details.                                                                                                             |                                      |    |
| 16                       | Whether the Company is under<br>Litigation/Arbitration cases during last 5<br>years?                                                                                                                    | Yes                                  | No |

|    |                                                                                                          |  |  |
|----|----------------------------------------------------------------------------------------------------------|--|--|
| 17 | Whether company has been delisted/debarred from business with any PSU in India, and the reasons thereof? |  |  |
| 18 | <b>Bank Details</b>                                                                                      |  |  |
|    | Name of bank:                                                                                            |  |  |
|    | Name of Bank Branch:                                                                                     |  |  |
|    | City/Place:                                                                                              |  |  |
|    | Account Number:                                                                                          |  |  |
|    | Account Type:                                                                                            |  |  |
|    | IFSC Code:                                                                                               |  |  |
|    | MICR Code:                                                                                               |  |  |
|    | Swift Code                                                                                               |  |  |
|    | Self-attested or Bank attested Bank details on Company letterhead or cancelled cheque                    |  |  |
|    | Current year Solvency Certificate                                                                        |  |  |

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as “the said Works”) for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under RED unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s \_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish / wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs..... (in words)
- (ii) (ii) This Bank Guarantee shall be valid upto ....., unless extended on demand.
- (iii) (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before ..... (Three months from the expiry of Guarantee period)

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