



आईआरईएल (इंडिया) लिमिटेड (भारतसरकारकाउपक्रम)
(पहलेइंडियनररअर्थ्सलिमिटेड), चवरा-691583, कोल्लमजिला, केरल
IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited), Chavara - 691 583, Kollam Dist., Kerala
CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.



1. निविदा निर्धारण घोषणा के साथ /Tender specifications



ARC for supply of Industrial Oxygen and Acetylene gas

IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(A Government of India Undertaking)
CHAVARA, KOLLAM, KERALA 691 583
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

Note:Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 20 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.



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3. 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 undertaking.

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

<p>अध्यक्ष एवं प्रबंधक निदेशक/Chairman & Managing Director आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुंबई / Mumbai - 400 028 Ph: 022-24225778 Email: cmd@irel.co.in</p>	<p>मुख्य सतर्कता अधिकारी/ Chief Vigilance Officer आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुंबई / Mumbai - 400 028 Ph: 022-24221068 Email: cvo@irel.co.in</p>
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you, For IREL (India) Limited

Name: K. Suresh Kumar
Designation: DGM, Tech (Commercial)
Date:



4. UNDERTAKING

Date:

To
M/s. IREL (India) Limited,
CHAVARA

I/we am/are a Vendor/Customer of IREL (India) Limited (Now onwards to be referred as Company)

I/We agree and undertake:

1. Not to provide any gift and / or inducement to any employee of the Company in connection with securing/being granted favour(s) in my/our dealings with the Company and its field Unit at Chavara, Kerala.
2. To immediately report any gift and / or inducement sought by any employee of the Company in exchange of the Company and/or its field units granting favour(s) to me/us in my/our dealings with the Company and/or its field unit.

Signature:

Name:

Title:

Name of the Company, Address and Contact details:

Official Seal

5. DECLARATION

✓ We have remitted:

Rs. (.....) towards **Tender Document Cost** vide BG /
DD No..... dt.....

Rs. (.....) towards **Earnest Money Deposit** vide BG /
DD No..... dt.....

Proof of the same is/are enclosed in a separate cover / uploaded on MSTC website.

I/ We have read and understood and completely satisfied myself/ourselves of all Terms and Conditions of the tender and hereby accept full responsibility to carry out the supply at the rates indicated in the Price Schedule.

Signature of the tenderer:

Full address:

Place:



6. GENERAL CONDITIONS OF CONTRACT

6.1 Definition of Terms:

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

6.1.0 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

6.1.1 **Consultant:** [If engaged] shall mean M/s..... having its registered office at..... The term Consultant includes successors, Assigns of M/s

6.1.2 Contract:

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.

6.1.3 **Contract price** shall mean the price payable to the seller under the contract for the full and proper performance of his contractual obligation.

6.1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully supplied/ commissioned by the Seller and handed over to the PURCHASER.

6.1.5 **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.

6.1.6 **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.

6.1.7 **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.

6.1.8 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.

6.1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

6.1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

6.1.11 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the **CONTRACT**.

6.1.12 **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.

6.1.13 **PURCHASER** shall mean IREL (India) Limited.

6.1.14 **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.

6.1.15 **PROJECT** designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

6.1.16 **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.

6.1.17 **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.

6.1.18 **SERVICE** shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.



- 6.1.19 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.
- 6.1.20 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.
- 6.1.21 SUB-CONTRACT** shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of **PURCHASER**.
- 6.1.22 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.
- 6.1.23 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.
- 6.1.24 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.
- 6.1.25 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**
- 6.2 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
- 6.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:**
- 6.3.1** 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.
- 6.3.2** Word imparting masculine gender includes the feminine gender and vice versa where the context requires so.
- 6.3.3** The several documents forming the contract are to be taken as mutually explanatory of one another.
- 6.3.4** 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.
- 6.3.5** 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.
- 6.3.6** 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.
- 6.3.7** 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
- 6.4 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.
- 6.5 SCOPE OF CONTRACT:**
- 6.5.1** Scope of the **CONTRACT** shall be as defined in the **PURCHASE ORDER/CONTRACT** specifications, drawings and Annexure thereto
- 6.5.2** 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.
- 6.5.3** 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**.
- 6.5.4** 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**.



- 6.5.5 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.
- 6.5.6 All dimensions and weight should be in metric system.
- 6.5.7 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.
- 6.5.8 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.
- 6.5.9 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.
- 6.5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT
- 6.6 **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.
- 6.7 **Instructions, Direction & Correspondence :**
- 6.7.1 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.
- 6.7.2 **Contract Obligations:**
- 6.7.2.1 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.
- 6.7.2.2 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.
- 6.8 **Modification of Contract:**
- 6.8.1 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.
- 6.8.2 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
- 6.9 **Patent Rights, Liability & Compliance of Regulations:**
- 6.9.1 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
- 6.9.2 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. Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 6.9.3** 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.
- 6.9.4** 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.
- 6.9.5** 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

6.10 Inspection, Testing & Expediting

- 6.10.1** 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.
- 6.10.2** 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.
- 6.10.3** 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.
- 6.10.4** 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.
- 6.10.5** 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.
- 6.10.6** 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.
- 6.10.7** 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).
- 6.10.8** 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.
- 6.10.9** 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.
- 6.10.10** 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 faxor 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.



- 6.10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 6.10.12 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.
- 6.10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 6.10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

6.11 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.

6.12 Time Schedule & Progress Reporting

- 6.12.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 6.12.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 6.12.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 6.12.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

6.13 Delivery & Documents:

- 6.13.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 6.13.2 **Delivery shall be deemed to have been made :**
 - a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 6.13.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.



- 6.13.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
- 6.13.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article – 22.1 shall apply.
- 6.13.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 6.13.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 6.13.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

6.14 Transit Risk Insurance

- 6.14.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery
- 6.14.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser
 1. Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER.
 2. Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER.The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment

6.15 Transportation:

- 6.15.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 6.15.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price

6.16 Incidental Services:

- 6.16.1 The Seller may be required to provide any or all of the following services:
- 6.16.2 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 6.16.3 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 6.16.4 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 6.16.5 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees
- 6.16.6 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 6.16.7 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 6.16.8 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules whenever asked for in the tender

6.17 Spare Parts, Maintenance Tools, Lubricants

- 6.17.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 6.17.2 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 6.17.3 In the event of termination of production of the spare parts:
 - i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.



- 6.17.4 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- 6.17.5 The construction, execution and commissioning.
- 6.17.6 Two years operation and maintenance.
- 6.17.7 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 6.17.8 Type and sizes of bearings shall be clearly indicated.
- 6.17.9 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 6.17.10 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 6.17.11 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- 6.17.12 **Lubricants**
- 6.17.12.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 6.17.12.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 6.17.12.3 Seller shall indicate various equivalent lubricants available in India

6.18 Guarantee

- 6.18.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) 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.

6.18.2 PERFORMANCE GUARANTEE OF EQUIPMENT

- 6.18.2.1 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.
- 6.18.2.2 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.
- 6.18.2.3 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

6.19 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.

6.20 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.

6.21 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.

6.22 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:

- 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
- 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
- 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.

6.22.1 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.

6.23 Liquidated DamagesSchedule 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.

- 6.23.1 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) per cent** of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.
- 6.23.2 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.
- 6.23.3 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.



6.24 Rejections, Removal of Rejected Equipment & Replacement

- 6.24.1 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.
- 6.24.2 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.
- 6.24.3 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.
- 6.24.4 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.
- 6.24.5 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).

6.25 Termination for Default

- 6.25.1 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.

- 6.25.2 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.

- 6.25.3 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.

6.25.4 Termination for Insolvency

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.

6.24.5 Force Majeure

- 6.24.5.1 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:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevent or delay the execution of the Contract by the SELLER.

The decision as to whether an event constitutes force majeure shall rest with PURCHASER which shall be final and binding.

- 6.24.5.2 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.



- 6.24.5.3 If a Force Majeure situation arises, the SELLER shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the SELLER shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.24.6 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.

6.25 Resolution of Disputes/ Arbitration:

- 6.25.1 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.
- 6.25.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.
- 6.25.3 **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.
- 6.25.4 **Arbitration:**
- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.
 - 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.
 - c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.
 - d) The seat of arbitration will be at **Kollam, Kerala** and language thereof shall be English.
 - e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
 - 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.

6.25.5 Jurisdiction

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

6.26 Taxes & Duties

- 6.26.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 6.26.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST on finished products shall be reimbursed by PURCHASER.



- Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing suppliers' Bill.
- 6.26.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 6.26.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

6.27 Permits & Certificates

- 6.27.1 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.

6.28. Fall Clause

- 6.28.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 6.28.2 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: a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) Sale of goods such as drugs which have expiry dates.
- 6.28.3 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.

6.29 Limitation of Liability

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

6.30 Method of blacklisting vendors

- 6.30.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
- 6.30.2 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.
- 6.30.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- If security considerations including question of loyalty to the state so warrant.
 - If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.



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

6.30.4 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 in writing.

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

6.31 Secrecy

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

6.32 General

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

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

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

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

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

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

6.33 ENVIRONMENT

6.33.1 IREL acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

6.33.2 In case of supply of items or items brought to IREL premises for works, the packaging shall be done with suitable environmental friendly /bio-degradable material to the possible extent. Further, it is the responsibility of the contractor to dispose of all packing materials of items brought inside IREL premises for carrying out the work, as per the direction of Engineer/ Officer in-charge concerned.



7. Annexure – 1 to GENERAL CONDITIONS OF CONTRACT

7.1 **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 authorized.

7.2 **VARIATIONS / AMENDMENTS:** Instead of item wise deviation, over all deviation will be considered while working out amount. Upto 10% variation in the execution of works contracts/projects/ purchase order of the total works contract/project value for sanctioned contract/project/order value is allowed without issue of amendment/ revision in the work order.

7.3 **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. 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.

7.4 **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.

7.5 **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.

7.6 **QUANTITIES:** The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities. Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.

7.7 **Variation of Quantities at the Time of Award :** The tender quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted

7.8 **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;

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

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase/work/service/consultancy 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.

7.6 **Benefits to Micro and Small Enterprise(MSE)s:**

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

Issue of tender document free of cost

Exemption from payment of Earnest Money Deposit

Price preference up to 15%.

Relaxation of prior experience / prior turnover criteria, subject to meeting of quality and technical specifications.

In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.

In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.

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

MSEs are required to submit along with their offer, UdyogAadhaar Memorandum or valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL for grant of MSME benefits.

The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit UdyogAadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.

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

- 7.6.1 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
- 7.6.2 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.
- 7.6.3 TReDS :TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS. MSME need to register themselves in TReDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TReDS Platform.
- 7.6.4 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) . IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall agrees to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.
- 7.6.5 IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.
- 7.6.6 As per DPE/7(4)/2007-Fin dt 21/08/2020 , it is mandatory to get all the MSME vendors registered on the platform.
- 7.6.7 Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.
- 7.6.8 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.
- 7.6.9 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

RXIL Relationship manager Mr.Satyajeet.Jathar : +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 UshaNandhini +91-476-2680701 Ext-304 email : usha.nandhini@irel.co.in

IREL(India) Limited Nodal Officer Mr K.V Ramakrishna : +91 81049 97177 email: kvramakrishna@irel.co.in

(Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020)

- 7.6.10 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.
- 7.6.11 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
- 7.6.12 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.



Annexure-II to GCOC

8. Safety Provisions

8.1 GENERAL

- 8.1.1 For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 8.1.2 Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 8.1.3 Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 8.1.4 Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 8.1.5 All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.
- 8.1.6 The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 8.1.7 First aid kits as advised by IREL Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 8.1.8 Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 8.1.9 All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 8.1.10 Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

8.2 ELECTRICAL ENGINEERING ASPECTS

- 8.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment.
- 8.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 8.2.3 Fuses shall be removed when personnel are working on concerned circuits.
- 8.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 8.2.5 All portable tools are supplied through ELCB
- 8.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 8.2.7 Hoisting appliances to be provided with means to reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 8.2.8 8. "V- Belts shall not be used for any lifting purposes.
- 8.2.9 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 8.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 8.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

8.3 MECHANICAL ENGINEERING ASPECTS

- 8.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 8.3.2 Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.
- 8.3.3 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 8.3.4 V-Belts shall not be used for any lifting purposes.
- 8.3.5 Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 8.3.6 In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.
- 8.3.7 In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 8.3.8 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.



9 IREL Bank Details for money transfer through RTGS/NEFT

1. Name of the Bank: State Bank of India, Chavara, Kollam.
2. Bank A/C No. 57013595003
3. IFSC Code: SBIN0070055

After remittance of the amount, the party has to intimate the following details to IREL.

- 1) UTR No.
- 2) Name of the party.
- 3) Date of remittance.
- 4) Amount remitted.
- 5) Order from IREL against which payment is made.

10 REGISTRATION DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Type and Regn. No.	
Category to which the MSME belongs	SC/ST / Women / Others
GST Regn.No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cell phone	
Email address(es)	

Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

Note: The contractor shall furnish

1. Self-certified copy of PAN card.
2. Self-certified copy of GST registration certificate (if any) before the commencement of the work.
3. In case the supplier is not having GST registration certificate, supplier is required to declare the same.

Signature of the tenderer:

Full address:

Place:

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 20 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.



11 Bid Security Declaration Form

Tender No.

Date:

To,

M/s. IREL (India) Limited,
Chavara-691583

I/we declare as follows:

I/we understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ we are in a breach of any obligation under the bid conditions, because I/we

- have withdrawn/ modified / amended / impaired / derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- having been notified of the acceptance of our Bid by the purchaser during the period of bid validity(i) failed or refused to execute the contract, as required, or (ii) failed or refused to furnish the performance security, in accordance with the 'Instructions to Bidders'.

I/we understand this Bid Security Declaration shall cease to be valid if I am/ we are not the successful Bidder or (i) upon receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of validity of my/our Bid, whichever is earlier.

Signed:

Name:

Address:

Duly authorized to sign the bid for and/or on behalf of _____ dated _____ day of _____

Corporate seal (where appropriate)



12 GENERAL COMMERCIAL CONDITIONS

12.1 Earnest Money Deposit (EMD) to IREL (India) Limited

- 12.1.1 EMD shall be paid as per the tender basic information.
- 12.1.2 EMD shall be paid to IREL (India) Limited by RTGS / NEFT in favour of IREL, Chavara (refer Clause 11 for details). (Bank Charges are to be borne by bidder or by BG (Bank Guarantee) (as per format enclosed)
- 12.1.3 The MSME bidders can claim exemption of EMD as per the tender clause: 8.29
- 12.1.4 Submission of offer without EMD / Valid MSME certificate, offer shall be summarily rejected.
- 12.1.5 In case, the EMD is submitted by BG, the original BG shall reach our office on or before the due date of Opening of the Bid and the details shall be uploaded along with the offer.
- 12.1.6 No interest shall be paid on EMD. The offer without EMD shall be summarily rejected except where exemption is provided in the tender.
- 12.1.7 EMD shall be dealt with as follows:
 - a. In case of unsuccessful bidder it shall be returned without any interest immediately after finalization of order.
 - b. In case of successful bidder it shall be adjusted without interest as Security Deposit. (SD).
 - c. The EMD shall be forfeited if:
 - I. The bid is revoked during its validity period.
 - II. The bidder changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - III. The bidder fails to accept the order when placed or fails to commence work after accepting the order.
 - IV. In case bidder submits false/fabricated documents.

12.2 SECURITY DEPOSIT (SD):

- 12.2.1 The successful tenderer shall furnish a SD amounting to **5 % of the contract value** (excluding Taxes) in the same manner as specified for EMD within 14 days of receipt of order or before commencement of work, whichever is earlier 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) by NEFT in favour of IREL (India) Limited SD in the form of BG is also acceptable (format given in the NIT). The Security Deposit will be refunded to you without any interest after satisfactory completion of the contract work, subject to any claim/dispute. The Security Deposit shall stand forfeited in case of any failure on your part in complying with the statutory norms/ rules and regulations and execution of the work as per the order. You shall arrange to submit the Bank Guarantee to IREL (India) Limited directly from your bankers by Registered Post.
- 12.2.2 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL (India) Limited.
- 12.2.3 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.
- 12.2.4 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.
- 12.2.5 In the event of SD getting reduced by any deductions etc, the contractor shall within 14 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.
- 12.2.6 In case bidder fails to submit SD within 30 days of receipt of order, the EMD is liable to be forfeited
In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice in the following circumstances:
 - (i) In case of any failure whatsoever on the part of the Supplier/ Contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
 - (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL



12.3 **PAYMENT TERMS**

- 12.3.1 For payments the following documents are to be submitted by the contractor to the EIC.
- Bill
 - Labour License(as applicable)
 - Wage register.
 - Workmen Compensation Policy
 - ESIC (if employees are covered under Workmen Compensation Policy they need not be covered under ESIC and vice versa.)
 - PF-Challan/ECR copy
- 12.3.2 Payment shall be released within 30 days after completion of the work and submission of invoice certified by Engineer In-Charge.
- 12.3.3 All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- 12.3.4 Payments will be made through e-payment. For facilitating e-payment you have to provide
- Beneficiary name
 - Account number
 - Name of the bank
 - IFSC
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch code

12.4 **SUBMISSION OF INVOICES:**

Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL (India) Limited GSTReg.No. (32AAACI2799F1ZN) so to enable IREL (India) Limited to avail Input Tax Credit.

12.5 **TENDER SUBMISSION:**

The Tender shall be submitted as per the following:

12.6 **TECHNO COMMERCIAL BID:**

All the tender terms to be agreed as per the requirement in **tenderer's response**.

12.7 **PRICE BID:** shall contain only the **Price**

- 12.7.1 The rates offered will be excluding GST. GST at applicable rate will be paid extra as per the prevailing rules
- 12.7.2 Rate quoted in the tender should be firm.
- 12.7.3 The Tenderer shall fill up the appropriate price Schedule

12.8 **VALIDITY OF BID:**

Validity of bid is 120 days from date of opening of Techno-commercial bid. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of **120** days from the date of opening, the tender shall be cancelled and EMD shall be forfeited.

12.9 **ACCEPTANCE OF TENDER:**

IREL (India) Limited reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer

12.10 **AMENDMENTS:**

- 12.10.1 At any time, prior to the last date for submission of tenders, **IREL (India) Limited reserves the right to amend and modify the tender document.**
- 12.10.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments.



13 निविदा अनुसूची / SCHEDULE OF TENDER (SOT)

No.	Particulars
13.1	Name of Work/Supply
13.2	Type of Tender
13.3	Estimated Contract Value including Taxes
13.3	E Tender Event No.
13.4	Mode of Tender: e Procurement through webpage www.mstcecommerce.com/cprochome/irel of MSTC Ltd.
13.5	Transaction Fee: As per Clause 15.1. Access to e tender will be available after Transaction fee is credited to MSTC a/c.
13.6	Start Bid Date and Time
13.7	Close Bid Date and Time
13.8	View Tender Date and Time
13.9	Opening of Techno-Commercial Bid
13.10	Opening of Price Bid
13.11	Tender Document Cost (TDC) to IREL
13.12	Earnest Money Deposit (EMD) to IREL
13.13	<p>PRE QUALIFICATION CRITERIA</p> <p>1. The bidder shall be a manufacturer or distributor of Industrial Oxygen and DA gas, having godown facility for distribution within 20 km of IREL, Chavara plant. In case of distributor, a valid authorization certificate from the manufacturer shall be submitted along with the Technical bid.</p> <p>1. After opening of the tender, if required, clarifications shall be sought only on documentary proof already submitted online against the qualification criteria of the tender.</p> <p>2. No resubmission of documentary proof against the qualification criteria of this tender shall be sought after opening of this tender.</p> <p>3. Offer submitted without above mentioned documentary proof shall be considered as unresponsive and summarily rejected without any further notice.</p> <p>Relaxation of norms for Start-Ups and Micro & Small Enterprises in public procurements on prior experience / prior turnover criteria shall be complied with as per prevalent Govt. norms.</p>
13.14	Security Deposit
13.15	Period of Contract
13.16	Schedule of Payment
13.17	Liquidated Damages

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

उमप्रतकनीकी (क्रएवेंभ) / DGM- Tech (Purchase & Stores)



14 संविदा की विशेष शर्त /SPECIAL CONDITIONS OF CONTRACT

14.1 Scope of Work: ARC for Supply of Industrial Oxygen and Acetylene gas

14.2 Period of Contract / Delivery Period:

Supply advice will be give from stores/purchase vide email.(stores-ch@irel.co.in / purchase-ch@irel.co.in).Based on the supply advice, the party has to supply the required items within 7 days. The period of contract shall be one year from the date of issue of purchase order.

14.3 Evaluation of Tender:

Evaluation will be done on overall L1 basis on the prices offered as per the Price Schedule.

14.4 Award of Contract:

Order will be awarded to technically and commercially qualified bidder with lowest price. If during receipt at IREL (India) Limited site, the supplier is found to have made lapse on the order aspects, the items shall be rejected without any notice. For the lapses found, amount will be recovered from due payments / Security Deposit

14.5 Schedule of Payment:

Within 30days, after receipt & acceptance of item/each lot at our site.

14.6 Invoicing:

Invoice must contain PAN, GST and bank details of the Vendor. In case value of goods purchased from the vendor during the year exceeds Rs.50 lakhs (Fifty Lakhs), TDS @0.1% will be deducted on the amount exceeding Rs.50 Lakhs. Non-furnishing of PAN details by vendor shall attract TDS deduction @5% on the amount exceeding Rs.50 lakhs.

14.7 Insurance:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage during transportation/shipment and handling. For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier for an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (final destination) on "All Risks" basis including War Risks and Strikes

14.8 Transportation:

IREL shall arrange for collection of filled cylinder/s from the godown of the supplier and return of the empty cylinder/s.

14.9 Indenting Dept. Officials:

- 1. Engineer-in-Charge:** Sunil Kumar K G, Manager-Tech. (Stores & Despatch) Phone No: 0486 2680701 to 705 Extn.234 , Mob: 9645815925 Email: stores-ch@irel.co.in
- 2. Stores-In-Charge:** P K Mohanty, Chief Manager (Stores & Despatch) Phone No: 0486 2680701 ,Extn.221 Mob: 9437166375 Email: stores-ch@irel.co.in

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

उमप्रतकनीकी (क्रएवेंभ) / DGM , Tech (Purchase & Stores)



15 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 source 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 provides 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
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation



16 मूल्यअनुसूची/Price Schedule

Lot No.	Description	Qty in Unit (Cubic Metres)	Basic rate per Unit after discount in Rs. (excl. GST)	P&F rate per Unit in Rs.(excl. GST)	Freight rate per Unit in Rs.(excl. GST)	Insurance rate per Unit in Rs.(excl. GST)	GST rate %	Total Unit Rate F.O.R. IREL Stores, Chavara in Rs.(incl. GST)
			a	b	c	d	e	f
1	Oxygen Gas	1,861						
2	Acetylene Gas	435						

Price Components **a / b / c / d** shall be given in Indian Rupees and shall be excl. GST, which shall be given as **e** in %. In case, GST% is different for any of the Price Components **a / b / c / d** above, it shall be clearly indicated in the official stationery of the bidder, duly signed & seal-affixed and submitted along with the bid. Total Unit Rate F incl. GST shall be the cost at which the items will be delivered at IREL Stores, Chavara.

Evaluation criterion is 'Overall L1' and the L1 rate $F = (a+b+c+d) + ((a+b+c+d) * e / 100)$. Total amount = (F for Lot 1 x 1861) + (F for Lot 2 x 435)

DECLARATION:

- I/We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to execute the order in full at the rates quoted by me/us.
- I/We have studied the site situation & requirements and held discussions with all concerned regarding the Terms & Conditions of the tender and the rate quoted above by me/us is after taking into consideration all aspects thereof.

3.
Place : _____ Signature : _____
Date : _____ Name & Full Address _____

Note: Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 22 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.



17 PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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 _____ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL (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) Limited for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL (India) Limited 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 power exercisable by the IREL (India) Limited 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



18 **PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL (India) Limited), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL (India) Limited a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limited by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL (India) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL (India) Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that 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 said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL (India) Limited or any indulgence by IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of 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