



आईआरईएल)इंडिया (लिमिटेड
IREL (India) Limited
 (Formerly Indian Rare Earths Limited)

(भारत सरकार का उपक्रम)
 (A Government of India Undertaking)

CIN : U15100MH1950GOI008187 Website : www.irel.co.in



Tender No.	03-20932
Item/ Job Description	Spares for Repair of HTRS.
Mode of participation	Proprietary Tender Only OEM or authorized dealer. (Make: OreKinetics Pty Ltd)
Date of Starting of e-Tender	07/10/2023 8.30 AM
Estimated Value of Supply	(AUD.27,425.60)
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	Rs.42,000/-
Tender Document Cost(TDC)	Rs.500/- (In case bidders download the Tender document from the website then no need to pay TDC)
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	14/10/2023 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	14/10/2023 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Validity of Tender	90 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	30 (Thirty) days from date of receipt of Order
List of Annexure	
Annexure – I	General Instruction to Bidders
Annexure – II	Pre qualification
Annexure – III	General Conditions of Contract
Annexure – IV	Special Conditions of Contract
Annexure – V	Technical Specification
Annexure – VI	Schedule of Price

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

General Instructions:

Please submit your sealed quotation in duplicate for the under mentioned stores as per the terms and conditions enclosed herewith on or before the due date and time of submission:

- (i) If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and should not be considered for comparative statement.
- (ii) This tender document consists of Annexure to Invitation to tender detailing terms and conditions, Annexure- I "Price Schedule", Ethics in tendering, Undertaking to be submitted by the tenderer , General Conditions of the Contract and the BG formats for EMD and SD submission. The tenderer has to go through the same before filling up the required documents.
- (iii) The tender document should be signed by the tender and submitted along with the offer. In case of any deviations, the same is to be listed as per the format enclosed in 14.0 of "Terms & Conditions".
- (iv) Parties who are not registered in our approved Vendor list may get themselves enlisted downloading Vendor Registration form available in our website <http://irel.co.in> or can send request for sending vendor registration form in our Email purchase-os@irel.co.in ; head-ireo@irel.co.in. Filled in application form along with the credentials and all relevant documents are to be forwarded to SM(Materials), IREL (India) Limited, OSCOM , PO- Matikhalo, Dist-Ganjam, ODISHA for evaluation. IREL (India) Limited reserves the right to accept/ reject the offers of new vendors after evaluation of the credentials along with other tender terms and conditions.
- (v) Fax/Email offer will not be considered except in cases wherein it has been called for Fax/Email offers.
- (vi) ***IREL (India) Limited reserves the right to reject the tender received without clear sealing & marking, without requisite TDC OR in case the envelope containing the offers is not superscribed with the details of TDC enclosed therein. Pl. refer Sl No. 3, 5 & 6 of "Annexure to Invitation to tender".***

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

1.0 Process of tender:

a) Contact person of Tendering Authority

(IREL(India)Limited, OSCOM Unit)

N A M E	email-id	Landline No.	Mobile No.
Shri R S Sabat, DGM(Purchase)	purchase-os@irel.co.in	06811-257890 - 95 Extn 150	+91 9437358780
Smt. Sweta Sinha, Manager(Purchase)	sksinha@irel.co.in	06811-257890 - 95 Extn 150	+91 9692495746
For Technical Specification/Scope of work related Query	cbsingh@irel.co.in		+91 9048860939
Shri C B Singh, Manager(Inst.)			

2.0 Bidders may please note that payment is to be made to IREL(India)Limited **separately** through RTGS / NEFT as per details given below:

Account Name : IREL(India)Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : purchase-os@irel.co.in

3.0 Earnest Money Deposit:

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

3.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.

3.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.

3.4 EMD can also be remitted by way of Insurance surety bonds/ NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

3.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for

extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

3.6 Exemption from payment of EMD:

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

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL(India)Limited reserves the right to reject the tender.

3.7 The earnest money shall be dealt with as follows:

- i) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL(India)Limited.
- ii) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

3.8 EMD is liable to be forfeited if:

- a. The tenderer indulges himself in any undesirable practice or malpractice.
- b. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL(India)Limited.
- c. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. IREL(India)Limited.
- d. The successful tenderer does not deposit the security deposit within the stipulated period.
- e. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

4.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

- 4.1** The successful tenderer (referred as successful bidder) is required to furnish Insurance surety bonds/ Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to three (5) per cent as per the contract value (excluding GST) towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted

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

4.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL(India)Limited.

4.3 FORFEITURE OF SECURITY DEPOSIT

The SD money shall stand forfeited in favour of IREL(India)Limited, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

5.6 DPE instructions

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

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

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

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

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784

email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

IREL(India) Limited Nodal Officer Mr K.V Ramakrishna : +91 81049 97177

email: kvramakrishna@irel.co.in

6.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL(India)Limited for rejection of his bid.
- (ii) The bid shall be valid for a period as mentioned in the Schedule of Tender.

7.0 RIGHT TO REJECT THE TENDER:

- (a) IREL(India)Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL(India)Limited. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL(India)Limited. The tenderers on their part shall accept such part offered by IREL(India)Limited. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

8.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.

- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

9.0 INSPECTION OF SITE AND OTHER CONDITIONS:

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

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

10.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

11.0 RISK PURCHASE CLAUSE

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

12.0 RELATED PARTY:

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

13.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase-os@irel.co.in.

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

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 (IREL(India)Limited) should be immediately reported to any one of the following:

Sri D Singh, Chairman & MD IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in
<p>or</p> <p>Sri C V R Murty, GM & Head,Mining and Mineral Division, OSCOM IREL(India)Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: head-ireo@irel.co.in</p>	

We assure you those 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,

Sd/

DGM (Purchase)

15.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

M/s.IREL(India)Limited
OSCOM,Matikhalo-761045.

I/ We am/are a Vendor/ Customer of IREL(India)Limited.

I/We agree and undertake:

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

Signature:.....

Name:.....

Address (with seal):.....

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

I. Technical competence:

This is a proprietary tender only OEM M/s. **OreKinetics Pty.Ltd** or their authorized representative can participate. However valid authorization certificate is to be submitted along with offer in case of participation of authorized representative.

Documentary proof of the above should be uploaded failing which your offer shall not be considered.

The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

EVALUATION BASIS FOR TENDER:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL(India)LIMITED, OSCOM.
- Evaluation shall be done on overall L-1 basis.
- Parties who have defaulted in execution of contracts in previous instances at IREL(India)Limited, OSCOM shall not be considered.

GENERAL CONDITIONS OF CONTRACT

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

- 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.
- 1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at..... The term consultant includes successors, assigns of M/s.
- 1.2 CONTRACT shall mean Purchase Order/ Service Contracts and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully supplied/ commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the Goods-in-ward date in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto. 1.8 OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC): OFFICER-IN-CHARGE(OIC)/ Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him/her to act for and on his/her behalf for operation of this CONTRACT.
The Officer/ Engineer-in-charge shall have authority for
 - General supervision, Follow up of supply and direction of the work
 - Direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract
 - To reject all works and materials which do not conform to the contract.
 The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL or making any variation of or in the work except otherwise expressly provided here-in-under or elsewhere in the contract.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400028. The term PURCHASER includes successors, assigns of IREL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.15 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

- 1.16 Quantities – Bills of quantities designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.17 SELLER shall mean the person, firm or company with who PURCHASE ORDER/ SERVICE CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.18 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.22 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2.0 SELLER TO INFORM:

The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3.0 CONFLICT AND INTERPRETATION OF DOCUMENTS:

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

- 3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.
- 4.0 Country of Origin:**
For purposes of this Clause "Origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.0 SCOPE OF CONTRACT:**
- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.
- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.
- 6.0 STANDARDS**
The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable

standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7.0 Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
- e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.

7.2 Contract Obligations:

- 7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

8.0 Modification in Contract:

8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

8.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or be supplemental to CONTRACT.

9.0 Patent Rights, Liability & Compliance of Regulations:

9.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

- 9.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the SELLER shall promptly at his own expense, either procure for PURCHASER the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of PURCHASER's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the SELLER's factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.
- 10.0 Inspection, Testing & Expediting**
- 10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 10.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

- 10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 10.7 In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 10.15 Inspection & Rejection of Materials by consignees: When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

11.0 Time Schedule & Progress Reporting

- 11.1 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.
- 11.2 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.
- 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 11.4 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.

12.0 Delivery & Documents:

- 12.1 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.
- 12.2 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).
- 12.3 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.
- 12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT

- 12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article – 22.1 shall apply.
- 12.6 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.
- 12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

13.0 Transit Risk Insurance

- 13.1 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.
- 13.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements
- 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.
 - 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.

14.0 Transportation

- 14.1 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.
- 14.2 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.

15.0 Incidental Services:

- 15.1 The Seller may be required to provide any or all of the following services:
- 15.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
 - 15.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
 - 15.1.3 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.
 - 15.1.4 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.

16.0 Spare Parts, Maintenance Tools, Lubricants

- 16.1 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.
- 16.1.1 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
- 16.1.2 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.
- 16.2 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 :
- 16.2.1 The construction, execution and commissioning.
- 16.2.2 Two years operation and maintenance.
- 16.3 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.
- 16.4 Type and sizes of bearings shall be clearly indicated.
- 16.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 16.6 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.
- 16.7 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- 16.8 Lubricants**
- 16.8.1 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.

16.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

16.8.3 Seller shall indicate various equivalent lubricants available in India.

17.0 Guarantee

17.1 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 fulfill 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.

17.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

18.0 Prices:

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

19.0 Subletting and Assignment:

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

20.0 Time as Essence of Contract:

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

21.0 Delays in the Seller's Performance:

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

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

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

22.1 Liquidated Damages Schedule for Delayed Delivery

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

- 22.1.1 Deductions shall apply as per following formula: A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract. 2
- 2.2 In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 22.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine preestimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.
- 23.0 Rejections, Removal of Rejected Equipment & Replacement**
- 23.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 23.2 If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 23.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 23.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 23.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).
- 24.1 Termination for Default**
- 24.1.1 In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days.

The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

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

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

24.2 Termination for Insolvency

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

25.0 Force Majeure

25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT.

Force Majeure shall mean and be limited to the following:

- 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.

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

25.3 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.

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

26.0 Resolution of Disputes/ Arbitration:

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

26.2 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.

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

26.4 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 Chatrapur, Ganjam, Odisha 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.

26.5 Jurisdiction

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

27. Taxes & Duties

- 27.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 27.2 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.
- 27.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 27.4 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.

28. Permits & Certificates

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

29. Fall Clause

- 29.1 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.
- 29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Dept. 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.
- 29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order". Such a certificate shall be obtained, except for

quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.

30.0 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.

31.0 Method of blacklisting vendors

31.1 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.

31.2 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.

31.3 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 :

- a. If security considerations including question of loyalty to the state so warrant.
- b. 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.

31.4 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.

31.5 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.

32.0 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.

33. General

33.1 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.

- 33.2 **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.
- 33.3 **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.
- 33.4 **Payments, etc. not to affect rights of the PURCHASER:** No sum paid on account by neither 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.
- 33.5 **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).
- 33.6 **Paragraph heading:** The paragraph heading in these conditions shall not affect the construction thereof.

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 TENDER RATES:

- (a) The rates quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- (b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un responsive.

3.0 Payment terms:

Our payment terms are 100% against clear invoice for payment within 30 days from the date of receipt of materials along with all relevant documents at our Central Stores against acceptance.

NO advance payment will be made under any circumstances.

Payment shall be made by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

4.0 Time period of supply:

Time is the essence of contract and delivery must be strictly adhered to as per the delivery schedule. The entire quantity is to be supplied as per our delivery schedule.

The delivery schedule shall be within 45 days from the date of issue of the Purchase order.

5.0 Liquidated damages:

As per GCOC clause No.22.1

6.0 Warranty:

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

7.0 SECURITY DEPOSIT :

You shall furnish Insurance surety bonds / Demand draft/ NEFT/ Bankers Cheque or Bank Guarantee of NIT, in favour of IREL (India) Limited, for an amount equivalent to (Five) 5% as per the contract value Excluding GST by way of Security Deposit towards the satisfactory performance of the contract, within 14 (Fourteen) days of issue of this work order or commencement of work at site, whichever is earlier. The total security deposit shall be refunded/ returned after completion of warranty period on certification by Engineer-in-charge.

7.0 MODE OF PAYMENT:

The payment shall be released after deducting the following:

- (a) Compensation recoverable if any.
- (b) LD recoverable, if any.
- (c) Recoveries on account of contractee's facilities and services, if any.

- (d) Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) All Statutory deduction, if any, as per rules.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.

SCHEDULE OF PRICE

Lot No	Description / Scope of work	UOM	Qty.	Rate per unit a	Taxes	Total
1	Separation roll, 320mm, polished 1900mm, to suit FA-37 gear motor	Nos	04			
2.	Coronastat Feed Roll to suit SEW WA 20 Gear Motor	Nos	04			
3.	Roll feed Roll Gear Motor 415Vac-WA20-12kW / 75 to 1	Nos	04			
4.	Separation Roll Gear Motor 415Vac-FA37-1.1kW / 8.01 to 1	Nos	04			
5.	Lumpsum CIF Charges in AUD for Delivery of Spares of HTRS FOR Delivery at Vizag port.	Lumpsum	01			

- Tax should be mentioned.
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Please submit deviation if any.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security. We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee. We _____ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us. We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee. We

_____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL in writing. Notwithstanding anything to the contrary contained herein before : (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words) (ii) This Bank Guarantee shall be valid upto, unless extended on demand. (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before (Three months from the expiry of Guarantee period)
Dated the _____ day of _____ 20-- _____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)
Bank's Common seal

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 _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), 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 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 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 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 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 these guarantees 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL 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 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 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 relived 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 or any indulgence by IREL 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 in writing.

Notwithstanding anything to the contrary contained herein before :

(h) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs _____ (in words)

(i) This Bank Guarantee shall be valid upto _____, unless extended on demand. (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before _____ (Three months from the expiry of Guarantee period)

Dated the _____ day of _____ 20-- _____

Bank

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

Bank's Common seal.