



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंडियनरे अरअर्थस्लिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थस्प्रभाग Rare Earths Division,
उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

GST ID No. 32AACI2799F2ZM



IREL/RED/Udyogamandal/25-26/37570/

January 15, 2026

Sub: Tender for "Procurement of Lab Chemicals and reagents."

Ref: 1. Tender No. IREL/Udyogamandal/25-26/37570 dated 15-01-2026

2. Tender Due Date and Time: 30-01-2026, 10.30Hrs.

Dear Sir,

We invite your attention to the above referred tender.

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

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

The due date of the tender is 30-01-2026, 10.30 Hrs.

Yours truly,

For IREL (India) Limited

Shri. V A Anil Kumar
DGM-Technical (Purchase)

Signature and seal of the contractor

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SCHEDULE OF TENDER

Tender No.	IREL/Udyogamandal/25-26/37570
Name of Work	Procurement of Lab chemicals and reagents
Type of Tender	Limited Tender
Estimated Cost	Rs.6,44,166.24 / - (inclusive of all)
Earnest Money Deposit (EMD)	Rs.20,000/-
Date of closing of bid for submission of Bids	30-01-2026 , 10.30 Hrs.
Date & time of opening of bid	30-01-2026, 11.00Hrs.
Validity of tender	90 days from bid due date

NOTE

EMD EXEMPTION: For this tender, Under MSE category, only manufacturers for goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category along with Udyam Certificate otherwise offer will be rejected without any further clarification.

GENERAL INSTRUCTIONS TO BIDDERS

1.0 EFFECT AND VALIDITY OF BID

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

2.0 RIGHT TO REJECT THE TENDER

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

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

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

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

3.0 PRICES:

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

4.0 TENDER RATES:

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

5.0 GUIDELINES FOR PROCUREMENT FROM MSEs

5.1 Procurement from Micro, Small and Medium Enterprises (MSEs): The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.

5.2 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.

5.3 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

5.4 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

5.5 MSEs would be treated as owned by SC/ ST entrepreneurs:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

5.6 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

5.7 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

5.8 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

5.9 Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

5.10 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.

5.11 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.

5.12 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.

5.13 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender: Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed. Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit.

5.14 To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst MSMEs about Zero Defect Zero Effect (ZED) practices and motivate & incentivise them for ZED Certification while also encouraging them to become MSME Champions.

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

6.0 RXIL (TReDS) PLATFORM

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

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

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

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

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

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 email: satyajeet.jathar@rxil.in

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

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) - Registration Number-COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: prathamesh.varose@kredx.com

Jason Chongtham: +91 -9600063327 email: jason@kredx.com

M1xchange

- Registration Number -BUYER00047728
- Contact Person: Mr. Ankit K. Singh, 9800250394, email: ankit.singh@m1xchnage.com

Invoicemart

- Entity ID/Registration Number- 1000036436
- Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

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

IREL (India) Limited Unit Administrator Mr. VA Anil Kumar : +91 9443482644 email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 email: kvraramakrishna@irel.co.in

7.0 METHOD OF SELECTION:

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

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

8.0 MAKE IN INDIA

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

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

The bidder to provide needful certificate.

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

11.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

11.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender. **The offers received from tenderers without EMD shall be summarily rejected except where an exemption is provided in the tender.**

11.2 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.

11.3 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.

11.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.

11.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.

11.6 EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
- b) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit SD as stipulated in the tender.

11.7 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security shall be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2 or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

11.8 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

12.0 SECURITY DEPOSIT (SD), PERFORMANCE BANK GUARANTEE & RETENTION MONEY

SECURITY DEPOSIT (PERFORMANCE SECURITY) & PERFORMANCE BANK GUARANTEE

12.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

- a) For supply & service contract valued more than Rs.5 lakhs. Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

12.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.

12.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

12.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.

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

13.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure - I to IX).	
2	COPY OF GST & PAN CERTIFICATES.	
3	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

14.0 CONTACT PERSON OF TENDERING AUTHORITY IREL (INDIA) LIMITED, R E DIVISIONUDYOGAMANDAL, KERALA.

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	Smt. Smt. Neetha Rajesh Manager-Technical (QC)	qc-red@irel.co.in	91 9004770584
For Bid/tender related query	Shri. VA Anil Kumar DGM-Technical (Purchase)	purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment / Goods Transportation related query	Shri. Sanjaykumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Shri. Goutam Samui, DGM(Finance)	finance-red@irel.co.in	9497094368

SPECIAL CONDITIONS OF CONTRACT (SCOC)

SCOPE OF SUPPLY

- 1.0 Supply of Laboratory chemicals/reagents
- 1.1 The items shall be supplied as per requirement intimated from time to time within 10 (ten) working days on receipt of intimation by mail. Working days means the calendar days excluding Sundays and Holidays applicable to IREL (India) Limited, R.E Division.
- 1.2 The quantity mentioned in the Bill of Quantities (BOQ) is approximate, may increase or decrease within the order value.
- 1.3 No separate delivery charges will be paid for the delivery of items to the IREL stores.

TERMS AND CONDITIONS

- 2.1 The laboratory chemicals required is LR/AR/GR grades only, unless otherwise specified grade for particular chemical (**need not quote for commercial grade**).
- 2.2 The party has to confirm the grades/make as per cited requirement along with Technical Bid

DELIVERY PERIOD

- 3.1 The period of contract shall be one year from the date of receipt of order.
- 3.2 The delivery of the items can start within 10 days after the acceptance of the order by the supplier.

PAYMENT TERMS

- 4.1 100% payment less statutory deductions shall be released on receipt and acceptance of each lot within 30 days of submission of clean and clear invoice duly certified by the OIC.

VARIATION IN QUANTITIES/VALUE

- 5.1 $\pm 10\%$ of total order value.
- 5.2 Quantities stated under BOQ/Price Schedule is approximate only. The supplier must be willing to accept any variation in quantities and the unit rate quoted shall remain unchanged. The company reserves the right to cancel any part of the supply if the same is not required to fulfill the objectives supply.

OFFICE-IN-CHARGE (OIC)

Smt. Neetha Rajesh M-Technical (QCR) will be the officer-in-cha

7.0 BILL OF QUANTITIES (BOQ)

Sl. No	Description of work	Qty	Unit	Specification	Brand
1	HYDROCHLORIC ACID About 37% concentration packed in 2.5 litter Bottle.	Bottles	10.000		
2	PERCHLORIC ACID 70% (GR) concentration packed in 500ML Bottle."	Bottles	10.000		
3	ORTHO PHOSPHORIC ACID 88% concentration packed in 2.5 litter Bottle.	Bottles	5.000		
4	AMMONIA SOLUTION 28-30% concentration packed in 500ML Bottle.	Bottles	50.000		
5	OXALIC ACID DIHYDRATE concentration packed in 500GM Bottle.	Bottles	5.000		
6	POTASSIUM CHROMATE concentration packed in 500GM Bottle	Bottles	5.000		
7	POTASSIUM CHLORIDE concentration packed in 500GM Bottle	Bottles	2.000		
8	SODIUM HYDROXIDE PELLETS concentration packed in 500GM Bottle	Bottles	25.000		
9	SODIUM CHLORIDE concentration packed in 500GM Bottle.	Bottles	2.000		
10	SILVER NITRATE concentration packed in 25GM Bottle. -	Bottles	20.000		
11	"HYDROGEN PEROXIDE 30% concentration packed in 500ML Bottle.	Bottles	25.000		
12	SODIUM BISMUTHATE concentration packed in 100 GM Bottle. -	Bottles	5.000		
13	TRIBUTYL PHOSPHATE 99% concentration packed in 500ml Bottle.	Bottles	45.000		
14	ISO PROPYL ALCOHOL.L.R. Concentration packed in 500ml Bottle.	Bottles	2.000		
15	SULPHURIC ACID L.R. Concentration packed in 500ml Bottle	Bottles	50.000		
16	ACETIC ACID GLACIAL L.R. Concentration packed in 500ml Bottle	Bottles	1.000		
17	SODIUM OXALATE Concentration packed in 500GM Bottle	Bottles	30.000		
18	EDTA DISODIUM SALT L.R. Concentration packed in 500GM Bottle	Bottles	2.000		
19	ACETONE L.R Concentration packed in 500ML Bottle	Bottles	20.000		
20	BARIUM CHLORIDE L.R Concentration packed in 500GM Bottle	Bottles	1.000		
21	AMMONIUM FERROUS SULPHATE L.R Concentration packed in 500GM Bottle"	Bottles	10.000		
22	FERROUS SULPHATE L.R Concentration packed in 500GM Bottle	Bottles	10.000		
23	BUFFER POWDER pH 4.0 (Capsules of 10Nos)	PKT	10.000		
24	BUFFER POWDER pH 7.0 Capsules of 10Nos)	PKT	10.000		
25	BUFFER POWDER pH 9.2 (Capsules of 10Nos	PKT	10.000		
26	Vanadyl sulphate Concentration packed in 100GM Bottle -	Bottles	2.000		
27	POTASSIUM THIOCYANATE L.R Concentration packed in 500GM Bottle	Bottles	1.000		

28	POTASSIUM DICHROMATE L.R Concentration packed in 500GM Bottle -	Bottles	5.000		
29	SILVER SULPHATE L.R Concentration packed in 25GM Bottle -	Bottles	10.000		
30	FERROIN INDICATOR SOLUTION Concentration packed in 25ML Bottle	Bottles	10.000		
31	PHENOLPHTHALEIN SOLUTION Concentration packed in 125ML Bottle	Bottles	15.000		
32	METHYL RED SOLUTION Concentration packed in 125ML Bottle	Bottles	5.000		
33	"BROMOCRESOL GREEN SOLUTION Concentration packed in 125ML Bottle"	Bottles	5.000		
34	Mercuric Sulphate -99% packed in 100 gram bottle	Bottles	12.000		
35	Sodium Sulphide Flakes extrapure, 60% in 500 gram pack	PACKET	2.000		
36	XYLENE 99% A.R SULPHUR FREE - PACKING SIZE 500 ML	Millilitre	20.000		
37	Sodium Bicarbonate ACS, 99.7% in 500 gram pack	PACKET	2.000		
38	Glycerol (Glycerine) Anhydrous ACS, 99.5% in 500 gram pack	PACKET	3.000		
	Sub Total				
	GST @.....%				
	Grand Total (Rupees.....only)				

8.0 BILL OF QUANTITIES (BOQ) / PRICE SCHEDULE

Sl. No	Description of work	Qty	Unit	Rate/Unit	Amount
1	HYDROCHLORIC ACID About 37% concentration packed in 2.5 litter Bottle.	Bottles	10.000		
2	PERCHLORIC ACID 70% (GR) concentration packed in 500ML Bottle."	Bottles	10.000		
3	ORTHO PHOSPHORIC ACID 88% concentration packed in 2.5 litter Bottle.	Bottles	5.000		
4	AMMONIA SOLUTION 28-30% concentration packed in 500ML Bottle.	Bottles	50.000		
5	OXALIC ACID DIHYDRATE concentration packed in 500GM Bottle.	Bottles	5.000		
6	POTASSIUM CHROMATE concentration packed in 500GM Bottle	Bottles	5.000		
7	POTASSIUM CHLORIDE concentration packed in 500GM Bottle	Bottles	2.000		
8	SODIUM HYDROXIDE PELLETS concentration packed in 500GM Bottle	Bottles	25.000		
9	SODIUM CHLORIDE concentration packed in 500GM Bottle.	Bottles	2.000		
10	SILVER NITRATE concentration packed in 25GM Bottle. -	Bottles	20.000		
11	"HYDROGEN PEROXIDE 30% concentration packed in 500ML Bottle.	Bottles	25.000		
12	SODIUM BISMUTHATE concentration packed in 100 GM Bottle. -	Bottles	5.000		
13	TRIBUTYL PHOSPHATE 99% concentration packed in 500ml Bottle.	Bottles	45.000		
14	ISO PROPYL ALCOHOL.L.R. Concentration packed in 500ml Bottle.	Bottles	2.000		
15	SULPHURIC ACID L.R. Concentration packed in 500ml Bottle	Bottles	50.000		
16	ACETIC ACID GLACIAL L.R Concentration packed in 500ml Bottle	Bottles	1.000		
17	SODIUM OXALATE Concentration packed in 500GM Bottle	Bottles	30.000		
18	EDTA DISODIUM SALT L.R Concentration packed in 500GM Bottle	Bottles	2.000		
19	ACETONE L.R Concentration packed in 500ML Bottle	Bottles	20.000		
20	BARIUM CHLORIDE L.R Concentration packed in 500GM Bottle	Bottles	1.000		
21	AMMONIUM FERROUS SULPHATE L.R Concentration packed in 500GM Bottle"	Bottles	10.000		
22	FERROUS SULPHATE L.R Concentration packed in 500GM Bottle	Bottles	10.000		
23	BUFFER POWDER pH 4.0 (Capsules of 10Nos)	PKT	10.000		
24	BUFFER POWDER pH 7.0 Capsules of 10Nos)	PKT	10.000		
25	BUFFER POWDER pH 9.2 (Capsules of 10Nos	PKT	10.000		

26	Vanadyl sulphate Concentration packed in 100GM Bottle -	Bottles	2.000		
27	POTASSIUM THIOCYANATE L.R Concentration packed in 500GM Bottle	Bottles	1.000		
28	POTASSIUM DICHROMATE L.R Concentration packed in 500GM Bottle -	Bottles	5.000		
29	SILVER SULPHATE L.R Concentration packed in 25GM Bottle -	Bottles	10.000		
30	FERROIN INDICATOR SOLUTION Concentration packed in 25ML Bottle	Bottles	10.000		
31	PHENOLPHTHALEIN SOLUTION Concentration packed in 125ML Bottle	Bottles	15.000		
32	METHYL RED SOLUTION Concentration packed in 125ML Bottle	Bottles	5.000		
33	"BROMOCRESOL GREEN SOLUTION Concentration packed in 125ML Bottle"	Bottles	5.000		
34	Mercuric Sulphate -99% packed in 100 gram bottle	Bottles	12.000		
35	Sodium Sulphide Flakes extrapure, 60% in 500 gram pack	PACKET	2.000		
36	XYLENE 99% A.R SULPHUR FREE - PACKING SIZE 500 ML	Millilitre	20.000		
37	Sodium Bicarbonate ACS, 99.7% in 500 gram pack	PACKET	2.000		
38	Glycerol (Glycerine) Anhydrous ACS, 99.5% in 500 gram pack	PACKET	3.000		
	Sub Total				
	GST @.....%				
	Grand Total (Rupees.....only)				

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

Undertaking by tenderer

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

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

DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No	Description of work	GST in %	HSN code
1	HYDROCHLORIC ACID About 37% concentration packed in 2.5 litter Bottle.		
2	PERCHLORIC ACID 70% (GR) concentration packed in 500ML Bottle."		
3	ORTHO PHOSPHORIC ACID 88% concentration packed in 2.5 litter Bottle.		
4	AMMONIA SOLUTION 28-30% concentration packed in 500ML Bottle.		
5	OXALIC ACID DIHYDRATE concentration packed in 500GM Bottle.		
6	POTASSIUM CHROMATE concentration packed in 500GM Bottle		
7	POTASSIUM CHLORIDE concentration packed in 500GM Bottle		
8	SODIUM HYDROXIDE PELLETS concentration packed in 500GM Bottle		
9	SODIUM CHLORIDE concentration packed in 500GM Bottle.		
10	SILVER NITRATE concentration packed in 25GM Bottle. -		
11	"HYDROGEN PEROXIDE 30% concentration packed in 500ML Bottle.		
12	SODIUM BISMUTHATE concentration packed in 100 GM Bottle. -		
13	TRIBUTYL PHOSPHATE 99% concentration packed in 500ml Bottle.		
14	ISO PROPYL ALCOHOL.L.R. Concentration packed in 500ml Bottle.		
15	SULPHURIC ACID L.R. Concentration packed in 500ml Bottle		
16	ACETIC ACID GLACIAL L.R Concentration packed in 500ml Bottle		
17	SODIUM OXALATE Concentration packed in 500GM Bottle		
18	EDTA DISODIUM SALT L.R Concentration packed in 500GM Bottle		
19	ACETONE L.R Concentration packed in 500ML Bottle		
20	BARIUM CHLORIDE L.R Concentration packed in 500GM Bottle		
21	AMMONIUM FERROUS SULPHATE L.R Concentration packed in 500GM Bottle"		
22	FERROUS SULPHATE L.R Concentration packed in 500GM Bottle		
23	BUFFER POWDER pH 4.0 (Capsules of 10Nos)		
24	BUFFER POWDER pH 7.0 Capsules of 10Nos)		
25	BUFFER POWDER pH 9.2 (Capsules of 10Nos		
26	Vanadyl sulphate Concentration packed in 100GM Bottle -		

27	POTASSIUM THIOCYANATE L.R Concentration packed in 500GM Bottle		
28	POTASSIUM DICHROMATE L.R Concentration packed in 500GM Bottle -		
29	SILVER SULPHATE L.R Concentration packed in 25GM Bottle -		
30	FERROIN INDICATOR SOLUTION Concentration packed in 25ML Bottle		
31	PHENOLPHTHALEIN SOLUTION Concentration packed in 125ML Bottle		
32	METHYL RED SOLUTION Concentration packed in 125ML Bottle		
33	"BROMOCRESOL GREEN SOLUTION Concentration packed in 125ML Bottle"		
34	Mercuric Sulphate -99% packed in 100 gram bottle		
35	Sodium Sulphide Flakes extrapure, 60% in 500 gram pack		
36	XYLENE 99% A.R SULPHUR FREE - PACKING SIZE 500 ML		
37	Sodium Bicarbonate ACS, 99.7% in 500 gram pack		
38	Glycerol (Glycerine) Anhydrous ACS, 99.5% in 500 gram pack		

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

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

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, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400028. The term PURCHASER includes successors, assigns of IREL.

1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

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

1.16 QUANTITIES - Bills of quantities designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.17 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/ SERVICE CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

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

1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.22 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2.0 **SELLER TO INFORM:**
The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

3.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**
3.1 Words imparting the singular only also include the plural and vice versa where the context requires so; words imparting persons include firms or corporations and vice versa where the context requires.

3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context requires so.

3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.

3.4 In case conflicting statements or directives occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL to eliminate the conflict.

3.5 The successful bidder shall notify IREL, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed.

3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the purchase order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL.

3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

4.0 **Country of Origin:** For purposes of this Clause "Origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.0 **SCOPE OF CONTRACT:**
5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.

5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings,

specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 **STANDARDS**

The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7.0 **Instructions, Direction & Correspondence**

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:**

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	<u>Delivery & Documents:</u>
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	<u>Transit Risk Insurance</u>
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	<u>Transportation</u>
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	<u>Incidental Services:</u>
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	<u>Spare Parts, Maintenance Tools, Lubricants</u>
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	<u>Lubricants</u>
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	<u>Guarantee</u>
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 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.

17.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

18.0 Prices:

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

19.0 Subletting and Assignment:

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

20.0 Time as Essence of Contract:

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

21.0 Delays in The Seller's Performance:

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

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

Or

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

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

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

22.1.1 Deductions shall apply as per following formula:

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

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

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

23.0 Rejections, Removal of Rejected Equipment & Replacement

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

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

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

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

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

24.1 Termination for Default

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

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

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

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

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

24.2 Termination for Insolvency

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

25.0 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:

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 Mumbai 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 Kochi 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 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.

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 withdraws 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 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

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

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

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

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

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

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

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation DGM- Technical (Purchase)

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

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

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

EMD DECLARATION

I have furnished a sum of Rs./- (Rupees.....only) towards EMD vide NEFT/RTGS/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of Bank	State Bank of India, Udyogamandal Branch, Udyogamandal
Account Type	Current Account
Name of beneficiary	IREL(India) Limited
Account Number	57017844321
IFSC Code	SBIN0070158
MICR Code	682002926

Details of payment to be uploaded as attachment during tender submission and the same shall be e-mailed to:
purchase-red@irel.co.in

Email should contain the following details

- 1) Name of the Company.
- 2) Your E-mail ID and Contact Details including full postal Address.
- 3) EMD & TDC Amount.
- 4) Transaction ID with details of bank and branch.

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

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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs..... (in words)
- (ii) 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