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आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंडिंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

GST ID No. 32AAACI2799F2ZM



IREL/RED/Udyogamandal/25-26/38312

February 09, 2026

M/s Forte Storage Solutions

Opp. Cochin Shipyard, Padmakshi Building

M.G. Road, Atlantis Junction, Cochin-15

Ph No: 9656770896

Email: mail@fortess.in

Sub: Procurement of 55 no of Godrej make chairs

Ref: Tender No. IREL/RED/Udyogamandal/25-26/38312 dated 09-02-2026

Dear Sir,

You are requested to send your most competitive offer for the subject supply item. The following documents attached.

|   |   |              |
|---|---|--------------|
| 1 | Special Conditions of Contract (SCOC)                                 | Annexure-I   |
| 2 | Bill of Quantities (BOQ) / Price Schedule                             | Annexure-II  |
| 3 | General Conditions of Contract (GCOC)                                 | Annexure-III |
| 4 | Technical Deviation Statement   | Annexure-IV  |
| 5 | Undertaking to be submitted by bidders for adopting ethical practices | Annexure-V   |
| 6 | Vendor Up-Dation Details  | Annexure-VI  |

You are requested to read the terms & conditions of this tender and submit your offer along with duly filled, signed & Sealed IREL tender document on or before 16.02.2026, 10.30 Hrs. by e-mail and hard copy by speed post.

Yours truly,

For IREL (India) Limited

Shri. V A Anil Kumar

DGM -Technical (Purchase)

Party has to supply the material as per technical specification-Annexure-IA and Bill of Quantities (BOQ).

2.1 The entire material has to be supplied within 30 days from the date of order to General Stores, IREL (India) Limited, RE Division, Udyogamandal.

2.2 The supplier shall ensure that delivery of goods is accompanied by delivery note/ GST Invoice which shows the order details, date, and the type and quantity of goods including HSN Code.

3.1 100% payment less statutory deductions applicable shall be released on completion of supply and acceptance within 30 days.

3.2 The supplier is responsible and liable to remit all statutory dues, collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.

3.3 The successful bidder has to submit the following documents for releasing the payment.

3.3.1 Tax invoice / E-invoice/way bill of the supplier / supplier certified by EIC.

3.3.2 Any other documents as per EIC's instructions.

One year from the date of supply.

Ms. Chinnu S, Asst. Manager-HRM , will be the OIC.

### TECHNICAL SPECIFICATION



The Seat and Back should be made up of injection moulded indoor grade PolyPropylene compound SEAT SIZE : 52.5 cm. (W) x 53.2 cm. (D) BACK SIZE : 51.6 cm. (W) x 40.5 cm. (H) The powder coated ( DFT  $50 \pm 10$  microns ) welded tubular frame should be made from  $2.22 \pm 0.03$  cm x  $0.16 \pm 0.0128$  cm and  $3.5 \pm 0.03$  cm x  $1.5 \pm 0.03$  cm x  $0.16 \pm 0.0128$  cm MSERW tube.

The shoes should be made of indoor grade PolyPropylene compound and snap fitted with tubular frame.

The Armrest should be made of indoor grade PolyPropylene compound and assembled over the tubular frame. The "L" shaped desklet should be made of  $1.8 \pm 0.05$  cm thick pre-laminated particle board with  $0.2 \pm 0.05$  cm thick injection moulded poly propylene all around.

Desklet should have back and front adjustment of  $4.4 \pm 0.5$  cm.

The paper tray should be made of 0.4mm thick MS rod which is spot welded to form a mesh like structure.

Overall Dimensions of Chair

Seat Height - 45.0 cm.

Height - 84.5cm.

Width-57.5 cm and Depth-67.8 cm.

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

| Sl. No. | Item Description   | Quantity | Unit | Rate /Unit | Amount (Rs.) |
|---------|--|----------|------|------------|--------------|
| 1       | UNWIND DESKLET CHAIR WITH WIRETRAY - The Seat and Back should be made up of injection moulded indoor grade PolyPropylene compound SEAT SIZE : 52.5 cm. (W) x 53.2 cm. (D) BACK SIZE : 51.6 cm. (W) x 40.5 cm. (H) The powder coated ( DFT 50±10 microns ) welded tubular frame should be made from 0 2.22 ± 0.03 cm x 0.16 ± 0.0128 cm and 3.5 ± 0.03 cm x 1.5 ± 0.03 cm x 0.16 ± 0.0128 cm MSERW tube. The shoes should be made of indoor grade PolyPropylene compound and snap fitted with tubular frame. The Armrest should be made of indoor grade PolyPropylene compound and assembled over the tubular frame. The "L" shaped desklet should be made of 1.8+-0.05cm thick prelaminated particle board with 0.2+-0.05cm thick injection moulded poly propylene all around. Desklet should have back and front adjustment of 4.4+-0.5cm. The paper tray should be made of 0.4mm thick MS rod which is spot welded to form a mesh like structure. Overall Dimensions of Chair Seat Height - 45.0 cm. Height - 84.5cm. Width- 57.5 cm and Depth-67.8 cm | 55       | Nos  |            |              |
|         | GST @.....%  |          |      |            |              |
|         | <b>Grand Total</b>   |          |      |            |              |

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

| Sl. No. | Item Description                   | GST in % | HSN Code |
|---------|------------------------------------|----------|----------|
| 1       | UNWIND DESKLET CHAIR WITH WIRETRAY |          |          |

**GENERAL CONDITIONS OF CONTRACT (GCOC)**  
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**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.

1.10 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 order placed by the Seller for any portion of the contracted work after necessary consent and approval of PURCHASER.

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.

1.2.5 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. IREL 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,

Signature and seal of the contractor

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





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, lightning 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.

- Signature and seal of the contractor Page 10 of 16





**आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited**

रेअरअर्थ्सप्रभाग Rare Earths Division

**TECHNICAL DEVIATION STATEMENT FORM**

TENDER NO:

Name of Work:

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

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

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

Signature & Seal of the Tenderer

Dated:

**Note:**

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

## UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

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



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