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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/25-26/37689

December 19, 2025

M/s Ganga Corporation

Plot No.90, Kumaranasan Nagar Kadavanthara,

Ernakulam Kerala-682020

Ph:9961392380

Email: gangacorp@gmail.com

Sub: Procurement of Load Cell

Ref: Tender No. IREL/RED/Udyogamandal/25-26/37689 dated 19-12-2025

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 29.12.2025, 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)

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

Party has to supply the material as per Technical Specification & Bill of Quantities (BOQ).

2.0 TECHNICAL SPECIFICATION OF LOAD CELL FOR 50T WEIGH BRIDGE:

Sl No.	Parameter	Description
1	Standard Capacity	30 T
2	Excitation Voltage	10-15 V DC
3	Nominal Output	3.0 m V/V or 2.0 m V/V
4	Non- Linearity	< +/- 0.1 % FSO
5	Hysteresis	< +/- 0.15% FSO
6	Non- Repeatability	< +/- 0.1 FSO
7	Creep (30 Minutes)	< +/- 0.02% FSO
8	Zero Balance	+/- 1.0 % FSO
9	Input Resistance	770 +/- 15 Ohms
10	Output Resistance	700 +/- 5 ohms
11	Insulation Resistance (50 VDC)	1000 Mega Ohms
12	Cable Length (4 Core Screened)	35 Meters
13	Safe Overload of Rated Capacity	150%
14	Ultimate Overload of rate Capacity	250%
15	Temperature Compensated Rate	0-60°C
16	Deflection	< 0.4 mm at FSO
17	Tightening Torque	10 m. Kg.
18	Finish & Construction	Electroless Nickel Plated Tool Steel
19	Environment Protection Class	IP68, Hermetically Sealed
20	Type of Load cell	Double Ended Shear Beam
21	Fixtures & Accessories	Included
22	Make	ADI ARTECH or Sensotronics
23	Warranty/ Guarantee	1 Year

3.0 DELIVERY PERIOD

3.1 The entire material has to be supplied within 20 days from the date of order to General Stores, IREL (India) Limited, RE Division, Udyogamandal.

3.2 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.

4.0 PAYMENT TERMS

4.1 100% payment less statutory deductions applicable shall be released on completion of supply and acceptance within 30 days.

- 4.2 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.
- 4.3 The successful bidder has to submit the following documents for releasing the payment.
- 4.3.1 Tax invoice / E-invoice/way bill of the supplier / supplier certified by EIC.
- 4.3.2 Any other documents as per EIC's instructions.

5.0 **OFFICER-IN-CHARGE (OIC)**

Shri. K A Joshy,M-Technical (Electrical), will be the OIC for the work.

BILL OF QUANTITIES (BOQ) / PRICE SCHEDULE

Sl. No.	Item Description	Quantity	Unit	Rate/Unit
1	LOAD CELL CAP 30MT. Technical Specification attached.	1	No.	
	GST @.....%			
	Grand Total			

DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Item Description	GST in %	HSN Code
1	LOAD CELL CAP 30MT. Technical Specification attached.		

GENERAL CONDITIONS OF CONTRACT (GCOC)
INDEX

Sl. No.	Particulars
1	DEFINITIONS
2	SELLER TO INFORM
3	CONFLICT AND INTERPRETATION OF DOCUMENTS
4	COUNTRY OF ORIGIN
5	SCOPE OF CONTRACT
6	STANDARDS
7	INSTRUCTIONS, DIRECTION & CORRESPONDENCE, CONTRACT OBLIGATIONS
8	MODIFICATION IN CONTRACT
9	PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS
10	INSPECTION, TESTING & EXPEDITING
11	TIME SCHEDULE & PROGRESS REPORTING
12	DELIVERY & DOCUMENTS
13	TRANSIT RISK INSURANCE
14	TRANSPORTATION
15	INCIDENTAL SERVICES
16	SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS
17	GUARANTEE
18	PRICES
19	SUBLETTING AND ASSIGNMENT
20	TIME AS ESSENCE OF CONTRACT
21	DELAYS IN THE SELLER'S PERFORMANCE
22	LIQUIDATED DAMAGES FOR DELAYED DELIVERY
23	REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT
24	TERMINATION FOR DEFAULT
25	FORCE MAJEURE
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27	TAXES & DUTIES
28	PERMITS & CERTIFICATES
29	FALL CLAUSE
30	LIMITATION OF LIABILITY
31	METHOD OF BLACKLISTING VENDORS
32	SECRECY
33	GENERAL
34	RISK PURCHASE CLAUSE

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

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- 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 origin).
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.

13.0 Transit Risk Insurance

14.0 Transportation

15.0 **Incidental Services:**

16.0 Spare Parts, Maintenance Tools, Lubricants

16.8 Lubricants

17.0 Guarantee

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, 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 (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 (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.	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 TReDs platform	Yes	No
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		