

**Request for Proposal (RFP) for
Supply, Installation and Commissioning of BH Loop Tracer
at REPM, Vizag**



**IREL (India) Limiteds
(A Government of India Undertaking)**

**Rare Earth Permanent Magnet Plant, BARC
(Visakhapatnam), At/Po: Maduthuru,
Visakhapatnam-531011, Andhra Pradesh**

CIN No. U15100MH1950GOI008187

Schedule Of Tender

Name of Work	Supply, Installation and Commissioning of BH Loop Tracer at REPM, Vizag
Type of Tender	Open Tender through GeM, Single Stage Two Cover System
Tendering Mode: GEM Portal	Public tender (Two cover System) : 1. Techno-commercial Bid 2. Financial Bid
Delivery Period	180 days from the date of placement of order
Cost of Tender Document	NIL
Earnest Money Deposit (EMD)	Rs 2,60,000/-
Date & time of Starting of bid	16.09.2026
Last date of bid submission	07.10.2026, 15.00 hrs
Date & time of opening of Cover 1	08.10.2026, 15.00 hrs
Declaration of Successful Bidder	To be decided
Issuance of Purchase Order	To be decided
Estimated Cost	Rs.1,53,40,000/- (Inclusive of GST)
Validity of tender	90 days from bid due date
Contact details of tender inviting authority	Shri Eswar Rao, Manager (Electrical), IREL (India) Limited Rare Earth Permanent Magnet Plant, BARC (Visakhapatnam), At/Po: Maduthuru, Visakhapatnam-531011, Andhra Pradesh Email: eswar.rao@irel.co.in GST No: 37AAACI2799F1ZD Phone: 9550824050 (Ext. No. 905), 08924282905 - direct line

DISCLAIMER

The information contained in this tender document (the “**TENDER**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

This TENDER is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the tender work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for IREL, or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and consultant make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that IREL is bound to select and short-list qualified Bids for Price Bid stage or to appoint the Selected Bidder for the intended work, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IREL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IREL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS:

S. No.	Contents	Page No.
1.	Introduction	5
2.	Pre-Qualification Criteria	5
3.	Mode of bidding	5-6
4.	Scope of Work	6-11
5.	Special Conditions of Contract (SCOC)	11-14
6.	General Conditions of the Contract (GCOC)	15-31
7.	Annexure -I Ethics in tendering & other business dealings	32
8.	Annexure -II Format for undertaking to be submitted by bidders for adopting Ethical Practices	33
9.	Annexure –III Tender Acceptance Letter	34
10.	Annexure – IV Particulars of bidder	35
11.	Annexure – V EMD Declaration	36
12.	Annexure – VI Proforma for Bank Guarantee for Earnest Money Deposit	37-38
13.	Annexure – VII Proforma for Bank Guarantee for Security Deposit (To Be Issued From A Scheduled Bank)	39-40

1. Introduction:

IREL (India) Limited (the “IREL”), a Mini-Ratna Category-I company, is a public sector enterprise of the Government of India invites competitive e-bids for Supply, Installation and Commissioning of BH Loop Tracer at REPM, Vizag

2. Pre-qualification (PQ) Criteria:

For eligibility & pre-qualification, the following criteria must be satisfied by the bidders to qualify for further Evaluation:

SI No	PQ Criteria	Documents required (As applicable)
1.	Technical Competency: The bidder during last 7 years from the bid due date should have supplied instrument with similar or better specifications to PSU/government organizations or to any private industries in India.	• Copies of Purchase Orders/Work Orders along with Completion Certificates, or any other documentary evidence demonstrating successful execution of the supply.
2.	The bidder should be Original Equipment Manufacturer (OEM) or an Authorized Agent/Dealer.	• In proof of same, copy of incorporation documents needs to be submitted. • In case of Agent/ dealer a valid authorization certificate issued by the OEM shall be submitted.
3	Financial Capability: Minimum Average Annual Turnover for the last three years (2022-23, 2023-24 & 2024-25) should not be less than Rs 50 lakhs.	• Copies of Balance sheet and Profit & Loss account duly certified by the Chartered Accountant should be enclosed. • In case, the audited balance sheet and Profit & Loss account for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the above said financial year may be submitted.
4	Blacklisting: The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.	• A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal.

Note: All pages of tender documents and documents submitted in support of PQ criteria to be self-attested by the bidder.

BID OPENING AND EVALUATION:

The PQ criteria shall be evaluated first and financial/price bid shall be considered only for qualified bidders.

All the bids shall be evaluated based on the terms & conditions of this tender to shortlist the qualified bidders. M/s IREL shall consider placement of order on the qualified bidder, whose offer shall be L1 (lowest).

3. Mode of Bidding

The tender bid duly filled in all aspects and uploaded at GEM Portal on or before the scheduled date and time as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part 1) and Price Bid (Part 2).

Technical bid (Part 1) and Price Bid (Part 2) shall be submitted be through GEM Portal. Bids submitted in GEM portal shall only be considered.

Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

PQ cum Techno-commercial bid (Part 1)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

i.	The complete Qualifying Data as required in Prequalification Criteria (PQ)
ii.	Annexures I to IV
iii.	Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

Part 2 shall contain Price Bid **(to be submitted online only)**.

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules.

Note: 1. No physical submission of hard copy is permitted.

2. No price bid is to be submitted in Technical bid (Part 1) otherwise bid will be considered void.

Method of selection:

Part I of the bid will be evaluated and bidders meeting the PQ criteria and other tender conditions will be qualified as eligible bidders for opening of the price bids. The price bids opened subsequently 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 in support of eligibility criteria (PQ), 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.

4. Scope of Work:

Bill of Quantity:

S. No.	Description	Qty.
1	Supply, Installation, Commissioning & Training for BH Loop Tracer using all standard accessories required for operation.	One
2	Warranty for 1 year from date of installation and commissioning.	
3	Comprehensive AMC for 2 years after completion of warranty period.	

(Note: Bidder to quote at GeM portal total value for Supply, Installation and Commissioning & Training for BH Loop Tracer using all standard accessories required for operation with Warranty for 1 year from date of installation and commissioning .along with Comprehensive AMC for 2 years after completion of warranty period)

Bidder to submit the price break up statement in Part II-(Price Bid only) along with the summary/main price format online. No price bid is to be submitted with technical bid, otherwise bid will be considered void. (Price quoted in summary sheet should match with the breakup statement total submitted on GeM Portal (Total value basis)). Bidder has to submit complete price bid as per format provided in price break up.)

The bidder has to Supply of One (1No) BH Loop Tracer that meets the specified technical and performance criteria outlined below:-

S. No	Parameters	Required Specifications
1	Standard Configuration	a) High-field electromagnet with tapered poles b) Flux meter and compensated measuring coils c) High-temperature measurement set-up d) DC Power supply with provision for polarity reversal. e) Computer system with dedicated operating software for system operation, data acquisition, data analysis and data print outs. f) Reference samples (NdFeB, SmCo5 & Sm2Co17) for calibration.
2	General specifications	a) The equipment should be capable of characterizing a variety of permanent magnetic materials such as Alnico, Ferrite, NdFeB, Sm-Co, and bonded magnets. b) Automatic measurement of 1st and 2nd quadrant, complete hysteresis loop, with measurable parameters including induction remanence (Br), induction coercivity (HcB), intrinsic coercivity (Hcj), energy product (BH)max, Knee field (Hk), recoil permeability (μ_{recoil}), saturation polarization (Jsat), Load-line, working point, squareness, temperature coefficients of Br(α) and Hci (β), etc. c) The system should be capable measuring various shapes of magnets such as cylinders, cuboids, rings and other irregular shapes with parallel bases and sizes from diagonal length min 3mm to 82 mm and height from 0.5 to 50 mm.
3	Accuracy for Br, HC and (BH)max	a) $\leq 2\%$ or better for (BH)max b) $\leq 1.5\%$ or better for HcB, and Hcj c) $\leq 1\%$ or better for Br.
4	Applied magnetic field (H)	The electromagnet shall be capable of producing following magnetic field values a) Up to 3.22 T in a pole gap of 2.5 mm for 40mm iron cobalt poles b) Up to 2.20 T in a pole gap of 5 mm, for the 100 mm pure iron poles c) Up to 2.17T in a pole gap of 5.0 mm for 80mm high temperature iron poles

5	Electromagnet	a) The electromagnet pole face should have 120mm Dia and maximum air gap of 80 mm with manual operating for poles movement. b) The electromagnet should be capable of producing a magnetizing field of up to 2.20 T in a gap of 5 mm with the 100 mm diameter pure iron poles, up to 3.22 T in a gap of 2.5 mm with the 40 mm diameter iron cobalt poles and up to 2.17 T in a pole gap of 5.0 mm for 80mm high temperature iron poles. c) The DC power supply should have high stability to provide smooth transition through zero field. Provisions for polarity change should be included. Provisions for both in-situ magnetization (low energy magnets) and demagnetization should be included. d) Safety interlocks / protections against over-voltage, over-current, over-temperature and failure of coolant flow (if any) to electromagnet, power output disability upon failure detection etc. should be provided. e) Display of units for current and voltage should be included.
6	Pole caps	The equipment should be provided with one set of 100 mm diameter Pure Iron Pole. The equipment shall also support the use of the following interchangeable pole types and pole cap sizes: a) Iron-Cobalt Alloy Pole: 40 mm, 50 mm, 60 mm and 80 mm b) Pure Iron Pole: 40 mm, 60 mm, 80 mm, 100 mm, 120 mm and 135 mm c) Pure Iron Pole with inbuilt heating (up to 220°C): 80 mm, 100 mm and 120 mm
7	Flux meter	a) Two sensitive flux meters should be provided along with the main equipment for accurate measurement of applied magnetic field (H) and average flux density (B). b) The make of fluxmeters should be from OEM or reputed manufacturers or equivalent c) Measurement range, scale sensitivity and the proper units should be selected via easy-to-read display menus or key buttons. d) Flux meters should have bright display, so that the numeric values can be readable from any viewing angle. e) The outputs of flux meters should have flexible interfacing to a PC or other equipment. f) The flux meter should have both manual and PC controlled resetting, drift control and range selection. g) The other specifications of flux meter are • Range: (1, 2, 5, 10, 20, 50, 100) x 2000 μWb • Resolution: From 1 μWb (range 1) to 100 μWb (range 100) • Accuracy: $\leq$ 0.5% or better • Drift: $\leq$ 1 digit/min
8	Measuring Coils	The equipment shall be designed to accommodate the following coils for measurement and The scope of supply shall include only 15 mm, 26 mm, 42 mm & 73 mm coils (one No. each)

		<table><tr><th>S. No.</th><th>Coil Type</th><th>Coil Diameter</th><th>Coil Thickness</th><th>Temperature Range</th></tr><tr><td>1</td><td>Temperature compensated coil suitable for 40 mm, 60mm, 80 mm ,100mm & 120mm dia. Pole cap</td><td>5 mm</td><td>2.5 mm</td><td>220°C or higher</td></tr><tr><td>2</td><td>Temperature compensated coil suitable for 60 mm, 80 mm, 100 mm & 120 mm dia. Pole cap</td><td>10mm, 15mm & 26mm</td><td>2.5 mm</td><td>220°C or higher</td></tr><tr><td>3</td><td>Temperature compensated coil suitable for 80 mm,100 mm & 120mm dia. Pole cap</td><td>42 mm</td><td>2.5 mm</td><td>220°C or higher</td></tr><tr><td>4</td><td>Temperature compensated coil suitable for 100 mm & 120mm dia. Pole cap</td><td>64 mm</td><td>2.5 mm</td><td>220°C or higher</td></tr><tr><td>5</td><td>Temperature compensated coil suitable for 120mm dia. Pole cap</td><td>73 mm & 82 mm</td><td>2.5 mm</td><td>220°C or higher</td></tr><tr><td>6</td><td>Temperature compensated coil suitable for 135 mm dia. Pole cap</td><td>82 mm & 100 mm</td><td>2.5 mm</td><td>220°C or higher</td></tr></table>	S. No.	Coil Type	Coil Diameter	Coil Thickness	Temperature Range	1	Temperature compensated coil suitable for 40 mm, 60mm, 80 mm ,100mm & 120mm dia. Pole cap	5 mm	2.5 mm	220°C or higher	2	Temperature compensated coil suitable for 60 mm, 80 mm, 100 mm & 120 mm dia. Pole cap	10mm, 15mm & 26mm	2.5 mm	220°C or higher	3	Temperature compensated coil suitable for 80 mm,100 mm & 120mm dia. Pole cap	42 mm	2.5 mm	220°C or higher	4	Temperature compensated coil suitable for 100 mm & 120mm dia. Pole cap	64 mm	2.5 mm	220°C or higher	5	Temperature compensated coil suitable for 120mm dia. Pole cap	73 mm & 82 mm	2.5 mm	220°C or higher	6	Temperature compensated coil suitable for 135 mm dia. Pole cap	82 mm & 100 mm	2.5 mm	220°C or higher
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9	High temperature attachment	a) It has to facilitate measurement of 2nd quadrant characteristics at various selected temperatures in the range of room temperature to 220°C or higher with a temperature accuracy of ± 2.0 °C using the suitable heating pole cap. b) Heating rate should be at least 5°C/min and the required temperature stabilization of the sample c) should reach within 30 - 45 min of time duration. d) The attachment must be able to heat the sample uniformly to the required temperature and the temperature of the poles must be controllable / readable through computer / display.																																			
10	International Standard	The equipment should comply with following standards: a) IEC 60404-5 b) ASTM A977 c) IEC/TR 61807																																			
11	Main Electrical Cabinet & Power Supply	a) 220 V (+10%) single-phase + ground, 50–60 Hz, 16 A max, 3 kVA b) The DC power supply system should have necessary electrometer units for displaying the operating current, voltage, etc. c) Servo stabilizer and minimum 2 KVA ups to be supplied along with the equipment																																			

12	Software for measurements	a) The entire measurement system must be PC controlled with necessary data base management. b) The software must be user-friendly for all types of measurements. c) Both CGS and SI units should be included in the software. d) The measurement options must include a) 1st quadrant and 2nd quadrant b) 2nd quadrant only and c) all the four quadrants. All these options must be available for high-temperature measurements also. e) The menu must provide the selection of any one of the options. f) The necessary software in the pen drive form should be provided for future use. g) Vendor should provide perpetual license of all the software supplied with the equipment. h) Necessary up gradation of software should also be provided whenever available/required.
13	Computer system	A dedicated Computer System shall be supplied along with the equipment with the following specifications a) Intel Core i7 Processor (14th Generation), 16 GB DDR5 RAM (expandable to 64 GB), 1 TB SSD , integrated graphics, and 23.8-inch display b) The system shall be supplied with Windows 11 Pro (64-bit) with MS office 2024 perpetual license, factory pre-installed c) The computer shall be provided with all necessary communication interfaces required for equipment operation, including USB 3.0/3.1 Gen 2 ports, USB Type-C port(s), Gigabit Ethernet port ,HDMI port, Wi-Fi 6E, Bluetooth 5.3 or higher. d) A colour laser printer with automatic duplex printing capability shall be supplied along with the system. e) The system shall be supplied with the latest licensed anti-virus software.
14	Reference samples	Following reference/standard samples should be supplied along with test certificates for calibration of the equipment: • NdFeB magnet– 1 Nos of dia 30mm • Sm-Co magnet – 1No of dia 14mm • Sm-Co magnet – 1No of dia 20 mm
15	Accessories	a) Non-magnetic rigid table for keeping the equipment including electromagnet, electrical power cabinet, computer, printer etc. b) All electrical cables, data cables, connectors, plugs shall be provided along with the equipment as per Indian standards.
16	Manual and documentation	a) A soft copy in separate pen drive, as well as a hard copy operating and servicess manual should be provided along with the equipment. b) Instruction manual should include (i) Hardwares, (ii) Softwares, (iii) Electrical Circuit Diagrams, (iv) trouble shooting and (v) Maintenance instructions c) The whole documentation must be in English.
17	Pre-dispatch inspection	On receipt of information from the vendor, IREL(India) Limited representatives would conduct trail experiments with standard samples as per tender specifications at the Firm's premises and after meeting the tender specifications with the performance, the system will be cleared for dispatch to IREL (India) limited

18	Installation, commissioning and acceptance	a) The installation and commissioning will be carried out at IREL (India) Limited, Vizag by the firm's Engineers. b) The equipment will be accepted as per the following acceptance criteria: • Demonstration of all controls, safety devices, etc. • Demonstration of maximum field capability of the electromagnet. • Demonstration of maximum temperature capability of high-temperature attachment. • Demonstration of measurements in various options such as 1st and 2nd quadrant, 2nd quadrant only and all the four quadrants. • Demonstration of measurements at room temperature, as well as selected high temperatures, as mentioned in the tender specifications. c) All necessary pre- installation requisites for complete installation of the BH Loop tracer will be carried out by the supplier
19	Training	Supplier should provide comprehensive training on operation, maintenance and application of the equipment for minimum two working days
20	Warranty & CAMC	a) The complete system must have warranty for a minimum period of ONE YEAR from the date of installation, commissioning, testing and acceptance followed by two years comprehensive - AMC. b) In CAMC total of 04 regular visits by service engineer- once per half yearly to be carried out by agency for two years . c) The Service engineer should be able to carry out the Breakdowns visits within 48 hours from the time of verbal/telephonic/email intimation by the Engineer-in-charge. a) Software up-gradation, if any, has to be incorporated free of cost during the warranty period & AMC period.
21	End User Certificate	The bidder has to confirm no end user certificate is required for the supply of BH Loop tracer. IREL (India) Limited will not issue the same

Note:

(i) Any higher specifications are also acceptable.

(ii) NO END USER CERTIFICATE SHALL BE ISSUED.

- a) No sub-standard quality will be accepted.
- b) Items are to be packed properly to avoid any damage during transportation and suitable for long storage. Price is inclusive of Packing & forwarding, Transportation.
- c) Party has to ensure supply of requisite specification as mentioned above with in the scheduled period.
- d) Party has to further agree that in the event of any quality discrepancy in the supplied material, they will supply requisite quality of that item without any cost to IREL

The amount /rate shall not be disclosed at another place except in the price bid in GeM for else the offer shall be treated as disqualified. The price quoted will be firm and no escalation on any account will be allowed.

5. SPECIAL CONDITIONS OF CONTRACT (SCOC):

a) Engineer-In-Charge (EIC), for any technical queries, contact details of site officials are as under:

- (i) Mr. Eswar Rao, Manager (Electrical)- EIC, Email: eswar.rao@irel.co.in Ph No. 9550824050
- (ii) Mr. N Sachin Assistant Manager (Metallurgy), Email: nallala.sachin@irel.co.in, Ph no 9347584971

b) Delivery Period and Location:

- i) 180 days from the date of placement of order.
- ii) IREL (India) Limited, REPM Plant, BARC Facilities, AT/PO: Maduthuru, Atchutapuram, Dist: Anakapalli, Andhra Pradesh, Pin Code: 531011, GSTIN: 37AAACI2799F1ZD

c) Terms of Payment:

90% of the Basic Price (including 100% GST amount) shall be paid within 30 days of receipt, installation, testing, commissioning, and acceptance of the Equipment and its accessories, along with submission of the Tax Invoice duly certified by the Officer-in-Charge/Engineer-in-Charge.

The remaining 10% shall be released in three installments over a period of three years, subject to satisfactory performance of the Instrument against all agreed specifications, as follows:

- 4% after completion of the warranty period;
- 3% after completion of the first year of the Comprehensive AMC; and
- The remaining 3% after completion of the second year of the Comprehensive AMC.

Alternatively, the entire remaining 10% shall be released to the Party upon submission of a Bank Guarantee for an equivalent amount from any Nationalized/Scheduled Bank, valid up to six months beyond the completion of the warranty period and the two-year Comprehensive AMC period (i.e., three years from the date of installation).

Enhancement or decreases of taxes, duties or prices of components, etc., will not affect the rates for the job, no difference shall be paid or claimed as a result of the above.

d) Earnest Money Deposit:

Bidders shall remit EMD (Rs.2,60,000/-) through NEFT/RTGS in favour of M/s IREL (India) Limited as mentioned in the schedule of tender or alternatively, EMD can be remitted by way of 'demand draft' or 'BG' in favour of IREL. BG should be from Indian scheduled Banks excluding co-operative banks. BG format is enclosed at Annexure VI. Details of payment shall be uploaded in the portal as a separate PDF document. In case of payment through DD/BG, the original should be submitted offline within 7 days of opening of bid date. However, if the details of the payment of EMD through DD/NEFT/RTGS/BG are not uploaded in the bid, the bid will be summarily rejected.

EMD if any is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- iii. In case bidder submits false/fabricated documents.

e) Security Deposit:

The selected engaged agencies are required to deposit a Security Deposit of 5% (five percent) of the contract value in the form of demand draft/ Bank Guarantee from only Nationalized Bank, drawn in favour of the IREL (India) Limited, Mumbai within 14 days of placement of order covering the delivery period plus two (2) additional months. In case, the contract is further extended beyond the initial period, the Demand draft/ RTGS/NEFT/Bank Guarantee will have to be accordingly renewed by the successful bidder. The amount of security deposit will be determined by IREL, taking into account the contractual obligation of the housekeeping agency. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the service contract.

In case of revision of SD to any other higher percentage by any Govt. Notification, the same shall be applicable

Refund of SD:

- a) Before releasing SD, a "No Due Certificate" shall be issued by Officer-in- Charge (OIC) duly countersigned by head of the department after ensuring that no amounts are recoverable from the agency.
- b) EIC shall recommend release of SD money after compliance of all the obligations under the contract by the Agency and on submission of formal claim by them.
- c) On receipt of "no dues certificate" from EIC, SD money retained in the form of B.G and/ or cash shall be refunded within 30 days, if agency is not liable to pay any money to IREL under any other contract.

Forfeiture of SD:

- a) The Security deposit is liable to be forfeited if Any failure whatsoever on the part of the agency at any time during performance of his part of the contract, where notice is given and time for rectification allowed.
- b) If the agency indulges at any time in any subletting/ sub- contracting of any portion of the work without approval of IREL.

Penalty for delayed submission of SD:

If the selected bidder/engaged agency fails to submit the Security Deposit within the stipulated period of 14 days, a penalty of 10% per annum of the SD amount shall be levied for delayed remittance of Security Deposit by the vendors for non-compliance.

Resolution Of Disputes/ Arbitration:

In the event of any dispute arising in connection with this Contract, the parties shall, in the first instance, endeavour to resolve the same amicably through mutual discussions and consultations.

If such dispute is not resolved within a period of 30 (thirty) days from the date of receipt of written notice by one Party to the other, the dispute shall be referred to a Dispute Resolution Committee (DRC). The DRC shall comprise representatives of both IREL and service provider, and shall be chaired by the authorized representative of IREL. The DRC shall make reasonable efforts to resolve the dispute within 30 (thirty) days from the date of its constitution.

In the event that the dispute remains unresolved even after consideration by the DRC, the method of dispute resolution shall be in accordance with the option(s) selected by IREL at the time of bid creation, in line with the "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement" issued by the Department of Expenditure vide OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

This Contract shall be governed by and construed in accordance with the laws of India. Subject to the above, all disputes arising in connection with this contract shall be subject to the exclusive jurisdiction of the courts. The arbitration shall be take place at Mumbai and all legal proceeding in any manner arising there under can only be initiated in the court of law at Mumbai only within the jurisdiction of High Court of

f) RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

M/s IREL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the IREL's action.

g) RELATED PARTY:

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation, the same shall be liable to be rejected.

h) INCOME TAX:

Income tax inclusive of surcharge and any other tax if applicable shall be deducted at source.

i) FAILURE AND TERMINATION

If the bidder fails in the performance of the contract in the manner and within the time fixed or there is likelihood of an anticipatory breach of whole or part of the contract, the Company will have the right to rescind the contract and have it performed through other party at the risk and cost of the bidder.

j) Rate

The rates shall be quoted in GeM portal and price breakup to be given as per the schedule. The rate shall be fixed and firm during the tenure of the contract.

- k)** If there is a change in the name / composition of the tenderer's firm / company's etc. arising out of merger / collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the agreement shall be binding on the new entity. IREL should be intimated within 30 (Thirty) days of such changes, failing which all payments shall be withheld.

IREL Mumbai reserves the right to change any condition of the tender and also reject any bid without assigning any reason.

The tender is liable to be disqualified if:

- a. tender is not submitted in accordance with terms and conditions stipulated in tender document.
- b. tenderer increases his quoted prices during validity of the quotation period or its extended period, if any.
- c. the tender submitted is a conditional tender.
- d. tender is incomplete and / or received after the due date and time.
- e. information submitted found to be incorrect / false at any stage during the processing / tenure, including extension if any, of the lease agreement.
- f. it comes to our knowledge that some parties have formed a cartel and resulting in delay / holding up the processing of tender and they will be further liable to be disqualified for a further period of two years for any tender / lease agreement floated by IREL.
- g. the tenderer has been disqualified by any PSU/Govt./ IREL at any time in the past for supply of services referred to in the tender.

l) Assignment and Subletting:

The tenderer shall not assign, sublet, or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL.

m)Registration in the TReDs platform

IREL (India) Limited is onboard with TReDS platform of M/s RXIL and M/s KreDX Platform Pvt. Limited 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.

Contact Details: Gauri Mahamulkar : Email id : Gauri.Mahamulkar@rxil.in

Contact number : 369204066

Ragavi Reddy : Email id : ragavi.reddy@rxil.in Contact number : 7709315265

GENERAL CONDITIONS OF THE CONTRACT

1. **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**

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

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

7.2 Contract Obligations:

7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

8.0 Modification in Contract:

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

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

9.0 Patent Rights, Liability & Compliance of Regulations:

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

9.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any

infringements.

- 9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the SELLER shall promptly at his own expense, either procure for PURCHASER the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of PURCHASER's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the SELLER's factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

10.0 Inspection, Testing & Expediting

- 10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 10.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 10.7 In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

- 10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 10.15 **Inspection & Rejection of Materials by consignees:**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.
- 11.0 Time Schedule & Progress Reporting**
- 11.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 11.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 11.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be

at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

12.0 Delivery & Documents:

12.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

12.2 Delivery shall be deemed to have been made :

a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).

12.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT

12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article – 22.1 shall apply.

12.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

13.0 Transit Risk Insurance

13.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

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

- Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER.
- Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

14.0 Transportation

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

15.0 Incidental Services:

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

16.0 Spare Parts, Maintenance Tools, Lubricants

- 16.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 16.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and
- 16.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.
- 16.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- 16.2.1 The construction, execution and commissioning.

- 16.2.2 Two years operation and maintenance.
- 16.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 16.4 Type and sizes of bearings shall be clearly indicated.
- 16.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 16.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 16.7 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.

16.8 Lubricants

- 16.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 16.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 16.8.3 Seller shall indicate various equivalent lubricants available in India.

17.0 Guarantee

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

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

26.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.

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

26.4 Arbitration:

a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.

b) If the SELLER is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.

d) The seat of arbitration will be at __ 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 _____ 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 technological and / or price) or withdraw his bid after receipt of the same and during the validity period of bid.
- 31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- a. If security considerations including question of loyalty to the state so warrant.
 - b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.
 - c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 31.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked in writing.
- 31.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the SELLER has been wholly acquitted by a court of law.

32.0 Secrecy

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

33. General

- 33.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail. Any specific Terms / Conditions mentioned in PO will supersede this GCC.
- 33.2 **Losses due to non-compliance of Instructions:** Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
- 33.3 **Recovery of sums due :** All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the contract, SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do

so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

- 33.4 **Payments, etc. not to affect rights of the PURCHASER:** No sum paid on account by 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.

FORMAT FOR CORRESPONDENCE WITH BIDDERS ON
“ 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 Indian Rare Earths Ltd., 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer Indian Rare Earths Ltd., 1207, V.S. Marg, Prabhadevi Mumbai 400 028 Ph:022-24221068 Email: 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 except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date

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

Date:

To,

M/s IREL (India) Limited,

REPM, Visakhapatnam

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, REPM & RETTP.

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).....

Tender Acceptance Letter
(To be given on Company Letter Head)

Date:

To,
Manager -Technical
IREL (India) Limited
REPM, Visakhapatnam

Sub: Acceptance of Terms & Conditions of Tender Request for Proposal (RFP) for Supply, Installation and Commissioning of BH Loop Tracer at REPM, Vizag

Tender Reference No: _____

Name of Tender/Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:
GeM Portal as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), drawings etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken in to consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /corrigendum(s) in its totality/ entirety and agreed **Request for Proposal (RFP) for Supply, Installation and Commissioning of BH Loop Tracer at REPM, Vizag**
5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Particulars of the bidder

Sl.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): c) Date of incorporation and/ or commencement of business d) Brief details about main line of business.	
2.	Bank details:- The payments to be released from IREL will be made through e-payments. The contractor has to provide the following details: • Beneficiary name: • Account Number: • Name of the bank: • IFSC: • Nature of Account (Savings/Current/CC/OD): Branch Code	
3.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Company d) Address e) Telephone Number f) Email address	
4.	GST and PAN	
5.	EMD Declaration	

ANNEXURE V

EMD Declaration

I have furnished a sum of Rs. 2,60,000/- (Rupees two lakh sixty thousand only) towards EMD vide NEFT/RTGS/DD/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of the Bank	HDFC Bank Limited, V S Marg, Opp. Siddhivinayak Temple, Prabhadevi, Mumbai – 400028
Account Type	Current Account
Account Number	00122320000135
IFSC Code	HDFC0000012

Details of payment to be uploaded to purchase-ho@irel.co.in & purchase-repm@irel.co.in

Email should contain the following details

- 1) Name of the company
- 2) Transaction ID with details Bank and Branch

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Bid. 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 Bid for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the bid 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 Bid and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the Bid and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained herein before:

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words)
- (ii) This Bank Guarantee shall be valid upto, unless extended on demand.
- (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before
(Three months from the expiry of Guarantee period)

Dated the _____ day of _____ 20--
_____ Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT (to be issued from a scheduled bank)

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

- (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