



IREL(India)Limited
(भारत सरकार का उपक्रम / A Govt. of India Undertaking)
ऑसकॉम, माटिखालो (डाक)/**OSCOM**, Matikhalo (PO) 761045
छत्रपुर, गंजाम, ओडिशा / Chatrapur, Ganjam,**Odisha**
फोन/ Phone : 06811-257890 - 257895, फैक्स/ Fax : 06811 – 257988
ई-मेल/ e-mail : purchase-os@irel.co.in वेब साईट/Website : <http://irel.co.in>
An ISO 9001, ISO 14001, OSHAS 18001 Certified Unit

Schedule Of Tender

Tender No.	OSCOM/SOP/03/M/05405 Dated: 30/05/2020
Item/ Job Description	Supply of Spare for FBD and Rotary Dryer
Tendering Mode	Proprietary Tender. Only OEM (Make: Wesman)
Date of Starting of Tender	05/08//2020 08.30 AM
Estimated Value of Supply	Rs. 9,75,000/-
Date & time of opening	18/08/2020 14:30 Hrs
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(INDIA)LIMITED	NIL
Validity of Tender	90 days from date of opening of Techno-Commercial bid
Delivery/Completion/ Validity Period	60 days from the date of issue of Order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV	General Instruction to Bidders General Conditions of Contract Special Conditions of Contract Price Bid



General Instructions:

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

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



<u>N A M E</u>	<u>email-id</u>	<u>Landline No.</u>	<u>Mobile No.</u>
Shri K.V Ramakrishna DGM(MIS&CP)	purchase-os@irel.co.in	06811-257890 - 95 Extn 150	+91 8763345230
Shri Aron Smith , SM(Purchase)	aronsmith@irel.co.in	06811-257890 - 95 Extn 150	+91 83001 01975

Bidders may please note that IREL(India)Limited RTGS / NEFT details are given below:

GST Number : 21AAACI2799F1ZQ
Account Name : IREL(India)Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

1.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to SM(Materials), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

2.0 Exemption from payment of SD:

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

3.0 FORFEITURE OF SECURITY DEPOSIT

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

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



4.0 EFFECT AND VALIDITY OF BID:

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

5.0 RIGHT TO REJECT THE TENDER:

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

6.0 GST COMPLIANCE

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

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

7.0 INSPECTION OF SITE AND OTHER CONDITIONS:

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

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



8.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

9.0 RISK PURCHASE CLAUSE

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

If a firm quotes “Nil” charges/consideration, the bid shall be treated as unresponsive and should not be considered for comparative statement.

10.0 RELATED PARTY:

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

11.0 LEGAL JURISDICTION:

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

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



12.0 ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

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

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

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

Sri D Singh, Chairman & MD IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.gov.in	Chief Vigilance Officer IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.gov.in
or Shri A J Janarthanan CGM & Head, OSCOM, IREL(India) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sancharnet.in	

We assure you those complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For IREL(India)Limited,

DGM (Materials)



13.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

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

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

I/We agree and undertake:

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

Signature:.....

Name:.....

Address (with seal):.....



GENERAL CONDITIONS OF CONTRACT**1.0 PURPOSE:**

- 1.1 This document shall accompany and be a part of the contract entered into by IREL (India) Limited.
- 1.2 These general conditions are complementary to the Tender Documents, Drawings, Specifications, etc. Anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

2.0 DEFINITIONS:

- 2.1 The following terms or expressions as used in the tender document shall have the meanings defined hereunder:

Purchaser/ Company	The 'Purchaser/Company' shall mean IREL (India) Limited, incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkar marg, Prabhadevi, Mumbai-400028.
Contractor/ Supplier	The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.
Sub Contractor	The 'Sub-contractor' shall mean the person or company 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 Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.
Contract	The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.
Engineer-in-Charge (EIC)	The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.
Tender Specification	The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.
Contract Specification	The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
Letter of Intent (LOI)	The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.
HO/CO	The term "HO/CO" shall mean Head Office /Corporate Office, 1207 VS Marg, Prabhadevi, Mumbai-400028.
Site	The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.



2.0 SINGULAR AND PLURAL

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

3.0 STANDARDS

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

4.0 CORRESPONDENCE:

4.1 All correspondence between the parties involved in the contract including written notations on drawings etc. shall be in **English/Hindi** language only

4.2 The contractee /engineer/ inspector designates the following address:

**IREL (India) Limited, (Orissa Sands Complex)
P.O. Matikhalo-761045,
Dist-Ganjam, Orissa,
INDIA**

5.0 DEATH, BANKRUPTCY ETC.:

If the Supplier dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Supplier or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL(India)Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Supplier or his successors of his or their obligations under the contract under any circumstances. IREL(India)Limited may terminate the Contract by notice in writing to the Contractor.

6.0 ASSIGNMENT AND SUBLETTING:

- (i) The Supplier 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 company.
- (ii) The Supplier shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the sub-contractor (s) and IREL(India)Limited and shall not relieve the Supplier of any responsibility, liability, or obligations under the contract and the Supplier shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

7.0 FORCE MAJEURE:

- (i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL(India)Limited / Supplier either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- (ii) If there is delay in performance or other failures by the supplier to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.



- (i) If a Force Majeure situation arises, the supplier shall promptly notify IREL(India)Limited in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL(India)Limited in writing, the supplier 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.
- (ii) 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 sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

8.0 Performance test

The Supplier shall be responsible for carrying out tests on the items to be supplied by him and/or procured by IREL(India)Limited as indicated in the Technical specifications covered in this Tender document, in the presence of IREL(India)Limited's representative only at IREL(India)Limited's option. On the satisfactory completion of the performance test, IREL(India)Limited will issue an Acceptance certificate on written request from the Supplier and give clearance for dispatch.

9.0 PATENT INFRINGEMENT AND INDEMNITY:

9.1 Patent Infringement:

The Supplier shall protect, indemnify and save harmless to IREL(India)Limited, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL(India)Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL(India)Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings.

- 9.2** IREL(India)Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Suppliers 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 Supplier shall promptly at his own expense, either procure for IREL(India)Limited 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 the IREL(India)Limited'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 Suppliers factory or other point of origin to the site of IREL(India)Limited, as a result of any claim of patent infringement the Supplier 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. IREL(India)Limited will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

9.3 Indemnity:

The Supplier assumes responsibility for, and shall indemnify and save harmless to IREL(India)Limited, Engineer-in-Charge, or their officers or employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court



costs which are, or may be required with respect to any breach of the Suppliers obligations under this contract, or for which the Supplier has assumed responsibility under this contract, including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages, or other compensation of all persons employed by Supplier or his sub-contractors or suppliers in connection with the performance of any work covered by the contract. The Supplier shall execute, deliver and shall cause his sub-contractors and suppliers to execute and deliver, such other further instruments and to comply with such requirements of such laws, and regulations as may be necessary there under to confirm and effectuate this contract and to protect IREL(India)Limited, Engineer-in- Charge, or their officers or employees.

10.0 Alteration of specifications, patterns and drawings:

During the progress of the work, IREL(India)Limited may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between Supplier and IREL(India)Limited. Such changes shall not invalidate the Contract. The Supplier shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by IREL(India)Limited. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of IREL(India)Limited, in the cost, shall be final and conclusive.

11.0 Method of black listing vendors

Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. However, Our Competent Authority can revoke any black listing order subject to adequate justification for the same.

Further, our Competent Authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraws his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of:

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm 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.

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.

An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.



12.0 Basis of Evaluation: Unless provided for otherwise; bids shall be evaluated to arrive at L1(Lowest) status considering the landed cost net of GSTIN credit for placement of order among those bidders whose offers are techno-commercially acceptable to IREL(India)Limited.

- i) IREL(India)Limited reserves the right to place order on overall lowest basis/ item wise lowest basis to its advantage.
- ii) Loading of 12% per annum will be considered for evaluation if payment terms differs from our standard payment terms mentioned in special conditions of contract.
- iii) Suitable Loading towards transportation will be done if offer is given other than IREL(India)Limited Stores basis as per the rate contract prevalent with IREL(INDIA)LIMITED and insurance will be loaded as per IREL(India)Limited's underwriter's terms.
- iv) If supplier is a Non – GSTIN Entity and has not mentioned any Tax, applicable GST will be loaded as Reverse Charge.
- v) IREL(India)Limited reserves the right to reject any or all tenders wholly or in part without assigning any reasons thereof and no tenderer shall have any claim over such action.

13.0 Repeat Orders : For meeting the increased requirements which were not foreseen at the time of placement of orders, IREL(India)Limited reserves the right to place repeat purchase orders on the same party for the same item(s) with the same terms and conditions within a period of 12 months of the original order.

14.0 Arbitration

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL(India)Limited and the Authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL(India)Limited unit where the contract is executed.

15.0 Cancellation

IREL(India)Limited reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to successful tenderer if;

- a. Successful tenderer fails to comply with the terms of the purchase order.
- b. Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- c. Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- d. Successful tenderer becomes bankrupt or goes into liquidation.
- e. Successful tenderer make a general assignment for the benefit of creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase order and matters connected with it. IREL(India)Limited in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the security deposit, if any, submitted by the successful tenderer against the contract.

16.0 NOTICES:

16.1 Any notice to be given to the successful bidder under the terms of the contract shall be deemed as served, if the said notice is handed over to successful bidder's site representative and duly



acknowledged or sent by registered post to or left at the successful bidder's principal place of business or if the successful bidder is a registered body at its registered office or at the site or left at the successful bidder's last known address.

16.2 Any notice to be given to IREL(India)Limited under the terms of this contract shall be deemed as served if the said notice is sent by registered post to the CGM & Head, OSCOM, IREL(India)Limited, Matikhalo-761045, Ganjam District, Odisha, India

17.0 **GENERAL:**

Should any conditions in the General Conditions of contract be contrary to the Special Conditions of the contract such Special Conditions of contract shall prevail.



SPECIAL CONDITIONS OF CONTRACT**1.0 Prices:**

Unless otherwise agreed to specifically in order, the price payable by IREL(India)Limited to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender. The prices shall be itemised in accordance with the Price Schedule attached in Pricebid and the Bidder quoted for all items as per Price bid format will only be considered. All prices in the tender shall be inclusive of Taxes and all other statutory levies applicable. The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL(India)Limited is not responsible for remittance of such tax collections.

Where counter terms and conditions have been offered by the tenderer, the same shall not be deemed to have been accepted by IREL(India)Limited unless specific written acceptance thereof is given by IREL(India)Limited.

2.0 Payment terms:

100% payment within 30(thirty) days from the date of submission of the bills duly certified by our Engineer-in-charge. All payments are subject to deduction of applicable taxes as per rules in vogue.

3.0 Time period of supply:

You shall supply the material within 60 days of placement of order.

4.0 SECURITY DEPOSIT:

The successful Contractor shall furnish a Security Deposit amounting 5% of the total value of the contract by Demand Draft or an unconditional and irrevocable Bank Guarantee within 30 days of receipt of order.

All compensation or other sums of money payable by the Contractor to the Company under the terms of the contract may be deducted from his Security Deposit and in the event of his Security Deposit being reduced by any reason of any such deduction, the contractor shall within 15 days thereafter make good in cash or by demand draft or bank guarantee for equal amount any sum or sums which may have been deducted from his Security Deposit or any part thereof.

In case of any failure on the part of the Contractor in the performance of his part of the contract, the Security Deposit

5.0 TRANSPORTATION: For terms of delivery as: FOR Site/ Destination, it is not mandatory for the Supplier to book the materials through our authorized transporter. The responsibility lies with the Supplier for timely delivery of the ordered materials & also for transit insurance. However, for terms of Delivery as: Ex-works, the supplier has to book the material through IREL(India)Limited authorized Transporter only/ any other mode as specified in the Purchase Order. Until certified as conforming to the PO on inspection at its Stores, IREL(India)Limited shall not deem to have accepted the goods/ Supplier deem to have delivered the goods as per P.O. IREL(India)Limited reserves the right not to accept the materials received beyond scheduled date of delivery



6.0 Liquidated damages:

If delivery is not made within the due date as mentioned in the purchase order liquidated damages @ 0.5 % (half percent) per week or part thereof on the value of the unfinished supply for each of week of delay subject to a maximum of 5% (five percent) of the unfinished value shall be imposed. Indian Rare Earths Ltd. reserves the right for procurement of ordered material from alternate sources at the supplier's risk and cost in case the delivery of the goods is not made within the due delivery date. The liquidated damages will be recovered from any outstanding bills or amount due to the successful bidder.

7.0 Warranty :

The items supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of supply. Final inspection of the Items shall be carried out at our Central Stores for acceptance by OIC.

8.0 OTHER TERMS

MSDS (Material Safety Data Sheet) should be made available, wherever required, along with transport of materials, if hazardous

Valid PUC (Pollution Under Check) certificate as per Motor Vehicle Act should be available in all vehicles entering our premises

9.0 MODE OF PAYMENT:

The payment shall be released after deducting the following:

- (a) Compensation recoverable if any.
- (b) LD recoverable, if any.
- (c) Recoveries on account of contractee's facilities and services, if any.
- (d) Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) All Statutory deduction, if any, as per rules.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.



SCHEDULE OF PRICE

SL No	Item Description	Unit	Quantity	Rate In Rs	GST in %	Amount in Rs
1	Wesman 5514-7 Firestorm Burner with nose	No	02			
2	Wesman Round Hitemp Fired burner Block B3-2542 for wesman burner model 5514-7	No	01			
3	Wesman 4015-O-T Pilot tip set consisting of 4025-O-T Pilot tip and 3065-0-7 Aspirator mixer for burner model no-5514-7	No	01			
4	Wesman Blower Model-CB-16/50, V-Belt Drive , RVU with motor	No	01			

NOTE – This tender is meant for submission of offer by OEM i.e Make: Wesman .

- Tax should be mentioned in % only.
- If Separate tax is not mentioned in the price schedule, the offer shall not be considered for evaluation.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Tenderer has to provide GST NO, HSN Code & update GST rate as above items

