

Annual Rate Contract for Procurement of Stationery Items

Tender Ref: IREL/CO/PT/02/2024



IREL (India) Limited

(A Government of India Undertaking)

Plot No., 1207, Veer Savarkar Marg, ECIL Building,
Prabhadevi, Mumbai-400028,
Tel No : 24220230/24211630
Fax : 24220236, Website: www.irel.co.in

CIN No. U15100MH1950GOI008187

Schedule of Tender

1	Tender No.	IREL/CO/PT/02/2024
2	Date of publishing of Tender document in IREL and CPP portal	08.05.2024 Interested agencies may view and download the Tender document containing the detailed terms & conditions, free of cost from the website https://www.irel.co.in and https://www.etenders.gov.in/eprocure/app . The bids are to be submitted as per procedure given in this Tender document.
3	Name of the work	Annual Rate contract for procurement of stationery items
4	Estimated Cost	Contract value shall be limited to Rs. 10,00,000/- for one year
5	Earnest Money Deposit (EMD)	Rs. 20,000/- (<i>Only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD for MSE category bidders, traders are not exempted</i>)
6	Start date of downloading of Tender document	08.05.2024
7	Bid submission start date	08.05.2024, 16.00 Hrs
8	Date of closing of online Tender submission	29.05.2024, 15.00 Hrs
9	Date & Time of opening of proposals	30.05.2024, 16.00 Hrs
10	Contact Details	DGM – T and I/c Purchase IREL (India) Limited Plot No. 1207, V.S. Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: purchase-ho@irel.co.in ; rpjha@irel.co.in Phone 022- 24211630 (Ext. No. 266)

Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the website: <https://etenders.gov.in/eprocure/app>. Tenderers are advised to complete all submission related work well before the time and date for submission of tender online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

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.

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GENERAL INSTRUCTIONS TO BIDDERS W.R.T PARTICIPATION IN THE E-TENDERING EVENT

1.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The

confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Contact person of Tendering Authority IREL (India) Limited, Corporate Office, Mumbai

N A M E	email-id	Mobile No./Landline No.
Shri R P Jha DGM -Technical (HRD)	purchase-ho@irel.co.in	+91 8104997192
Shri SS Meher CM -Technical (P)		+91 8104997193

NB:

Bidders may please note that they are required to upload all the documents as called for in the tender document in order to enable them to be eligible for considering their price bid opening event.

2.0 INTRODUCTION

2.1 INTRODUCTION:

IREL (India) Limited is a Mini-Ratna Category-I company, is a Public Sector Enterprise of the Government of India under the administrative control of the Department of Atomic Energy. The Corporate office is located at Prabhadevi, Mumbai.

IREL (India) Limited, Mumbai invites tenders from the Reputed Firms/Companies etc., for supply of stationery items. Detailed scope of work, duties and responsibilities, terms and conditions are described elsewhere in this tender document.

2.2 MODE OF BIDDING

The tender bids duly filled in all aspects and uploaded at CPP e-procurement website <https://etenders.gov.in/eprocure/app> on or before the scheduled time and date 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 and Price Bid shall be submitted be through e-procurement/e-tendering at <https://etenders.gov.in/eprocure/app>. Bids submitted online at above website 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 clause 3. Prequalification Criteria (PQ)
ii.	Duly filled Tender documents, all Annexures & Undertaking
iii.	Any other technical details/documents etc. required to be submitted by the bidder as contained in the tender document.

Part 2 shall contain Price Bid (to be submitted electronically).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical submission of hard copy is permitted.

M/s 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 besought, offered or permitted.

3.0 PRE-QUALIFICATION (PQ) CRITERIA

Bidder should meet the PQ criteria as mentioned under for further consideration of their bid. Bidder shall upload their PQ details and other details mentioned in the bid. Bidder shall fulfill the following to pre-qualify for the bid.

S.No.	PQ requirement	Documents required
1	Bidder should have executed supply of Office stationers to any Govt. Organisation/PSU/Private organization during last 3 years ending April 2024	In proof of the same, copy of the Purchase Order along with at least One Invoice valuing > 0.75 lakhs is to be submitted
2	The bidder should be located within a radius of 10 kms from IREL, Corporate Office, Mumbai	Shops & Establishments certificate/telephone bill/Electricity bill

NB: Pre-qualification shall be carried out based on the documents submitted by the bidders for past performance, technical and financial capability, and shall be subject to verification, if required.

4.0 SCOPE OF WORK

In order to streamline the process of procurement of stationery items, a need is felt to enter into a rate contract with a local stationery vendor so as to maintain consistency of services and ensure that the item required for regular use are available on short notice as and when required.

The actual requirements shall be confirmed to the successful bidder through e-mail/phone as and when required for execution of delivery.

The tentative requirements for products/services are enclosed at Annexure VII (Price Schedule)

5.0 SPECIAL TERMS AND CONDITIONS

5.1 For any technical queries, contact details of site officials are as under:

- Mr. Ravi Prakash Jha, DGM-Technical HRD), Email: rjha@irel.co.in;
& Mobile No. 8104997192

Prior to submission of quotation the bidder shall visit our office for understanding the detailed requirements.

5.2 Period of Contract:

The Contract shall be for a period of one year with prices remaining firm during the period of contract.

5.3 Earnest Money Deposit (EMD)

Tenders shall remit EMD (Rs. 20,000/-) 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. 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/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.

5.4 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 acceptance of Work order covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the demand draft/ bankers cheque/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 vehicle hiring 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:

- i. 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.
- ii. OIC 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.
- iii. On receipt of "no dues certificate" from OIC, 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:

The Security deposit is liable to be forfeited if

- i) 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.
- ii) If the agency indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL.

5.5 Prices, Taxes, Duties

Interested bidder should quote firm basic rates and GST Extra for such works/services, for the time period as indicated in the tender document and no variation on above account will be allowed during execution of the contract.

5.6 Bid Evaluation Method:

The evaluation shall be done on overall L1 basis based on tentative quantity of supply. However, IREL doesn't guarantee that the quantities indicated herein shall be procured as it is a rate contract and the requisition shall be made as per requirement only.

5.7 Payments Terms

The invoices shall be raised on a fortnightly/monthly basis.

Our payment terms are 100% against clear invoice for payment within 30 days from the date of receipt of materials along with all relevant documents at our Central Stores against acceptance.

No advance payment will be made under any circumstances.

Payment shall be made by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

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-coupment 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.

5.8 Public Procurement Policy for MICRO AND SMALL ENTERPRISES

Benefits, as prescribed by the MSME Policy of the Government of India shall be provided to MSE vendors registered as manufacturers for the goods procured or for the service providers. The Procuring Entity reserves its option to give price preference to Micro and Small Industries in comparison to the large-scale industries as per policies of the Government from time to time.

5.9 Effect and validity of bid:

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

5.10 DPE instructions

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

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

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>. The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in

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

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 Deleted
 - 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 Deleted.
 - 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 Deleted
 - 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 Deleted.
 - 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) Deleted
 - b) In case of FOT dispatch 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 Deleted
- 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 Deleted

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 Mumbai and language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- f) The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.

26.5 Jurisdiction

The courts at Mumbai 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 up to the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

28. Permits & Certificates

- 28.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

29. Fall Clause

- 29.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his

- agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) Sale of goods such as drugs which have expiry dates.
- 29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-
“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order”. Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.
- 30.0 Limitation of Liability**
Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.
- 31.0 Method of blacklisting vendors**
- 31.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
- 31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either techno-commercial and / or price) or 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:

<p>Chairman & Managing Director IREL (India) Limited, 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 Email:cmd@irel.co.in</p>	<p>Chief Vigilance Officer IREL (India) Limited, 1207, V.S. Marg, Prabhadevi Mumbai 400 028 Ph:022-24221068 Email:cvo@irel.co.in</p>
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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 expect 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,
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

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

I / We agree and undertake:

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

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,

**DGM-T & I/c Purchase
IREL (India) Limited
PLOT NO. 1207, VEER SAVARKAR MARG
NEAR SIDDHIVINAYAK TEMPLE
PRABHADEVI, MUMBAI-400028**

Sub: Acceptance of Terms & Conditions of Tender.

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:

CPP 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.

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: <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> a) Name b) Designation c) Company d) Address e) Telephone Number f) Email address 	
4.	GST and PAN no details:	

Requirement details of tender documents

Note: The complete bid document submitted by the bidder as technical bid (Part 1) shall be duly numbered in each page. Based on the numbering done, the following table should be filled up by the bidder.

Sl.	Required Documents	(bidder should correctly fill the following column)	(Indicate page number of the bid document where related information is shown/available, so that it can be verified by IREL)
1.0	Complete documents as per the Pre-qualification criteria a. Copy of the Purchase Order along with at least One Invoice b. The bidder should be located within a radius of 10 kms from IREL, Corporate Office, Mumbai		
2.0	Particulars of the bidder		
3.0	Annexures I to VI		
4.0	Earnest Deposit Money (EMD)		
5.0	Confirmation for submission of quotation for all items (1 to 196)	Yes/No	

Annexure VI

EMD Declaration

I have furnished a sum of Rs. 20,000/- (Rupees twenty thousand only) towards EMD vide NEFT/RTGS/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

Email should contain the following details

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

Price Bid Format
(to be submitted online in CPP)

Item No.	Item Description	Qty	Unit	Unit Rate	GST %	Total Amount
1	PHOTO COPYING IN A/4 SIZE (B/W) in photo copier paper of 70 gsm	45000	Copy			
2	PHOTO COPYING IN Legal SIZE (B/W) in photo copier paper of 70 gsm	200	Copy			
3	PHOTO COPYING LEDGER PAPER of 80 gsm in B/W	200	Copy			
4	PHOTO COPYING IN A/3 SIZE (B/W) in photo copier paper of 70 gsm	100	Copy			
5	PHOTO COPYING IN A/2 SIZE (B/W) in photo copier paper of 80 gsm	50	Copy			
6	PHOTO COPYING IN A/1 SIZE (B/W) in photo copier paper of 80 gsm	50	Copy			
7	PHOTO COPYING IN A/0 SIZE (B/W) in photo copier paper of 80 gsm	25	Copy			
8	PRINT OUT IN A/4 SIZE (B/W) in photo copier paper of 70 gsm	10000	Pcs			
9	PRINT OUT IN LEDGER PAPER of 80 gsm (B/W)	250	Pcs			
10	PRINT OUT IN A/3 SIZE (B/W) in photo copier paper of 70 gsm	150	Pcs			
11	PRINT OUT IN A/2 SIZE (B/W) in photo copier paper of 80 gsm	50	Pcs			
12	PRINT OUT IN A/1 SIZE (B/W) in photo copier paper of 80 gsm	50	Pcs			
13	PRINT OUT IN A/0 SIZE (B/W) in photo copier paper of 80 gsm	25	Pcs			
14	PHOTO COPY IN A/4 SIZE (COLOUR) in photo copier paper of 100 gsm	1500	Copy			
15	PHOTO COPY IN A/3 SIZE (COLOUR) in photo copier paper of 100 gsm	100	Copy			
16	COLOUR PHOTO COPYING IN A/2 SIZE photo copier paper of 80 gsm	25	Copy			
17	COLOUR PHOTO COPYING IN A/1 SIZE photo copier paper of 80 gsm	25	Copy			
18	COLOUR PHOTO COPYING IN A/0 SIZE photo copier paper of 80 gsm	25	Copy			
19	PRINT OUT COLOUR IN A/4 SIZE photo copier paper of 100 gsm	1500	Pcs			
20	PRINT OUT COLOUR IN A/4 GLOSSY copier paper of 250 gsm	50	Pcs			
21	PRINT OUT IN A/3 SIZE COLOUR of 100 gsm	25	Pcs			
22	PRINT OUT (COLOUR) IN 12X18 GLOSSY copier paper of 300 gsm	25	Pcs			
23	STICKER PRINT IN 12X18 SIZE of 125 micron	50	Pcs			
24	JUMBO COLOUR PRINT IN A/2 SIZE copier paper of 80 gsm	25	Pcs			

25	JUMBO COLOUR PRINT IN A/1 SIZE copier paper of 80 gsm	25	Pcs			
26	JUMBO COLOUR PRINT IN A/0 SIZE copier paper of 80 gsm	25	Pcs			
27	SCANING IN A/4 SIZE to pdf file	1500	Pcs			
28	SCANING IN A/3 SIZE to pdf file	100	Pcs			
29	SCANING IN A/2 SIZE to pdf file	25	Pcs			
30	SCANING IN A/0 SIZE to pdf file	25	Pcs			
31	LAMINATION IN A/4 SIZE (125 micron)	50	Pcs			
32	LAMINATION IN F/C (legal) SIZE (125 micron)	25	Pcs			
33	LAMINATION IN A/3 SIZE (125 micron)	25	Pcs			
34	LAMINATION OF Identity CARD (125 micron)	25	Pcs			
35	I CARD MAKING (Smart card)	25	Pcs			
36	SOLVENT FLEX in DIFFERENT SIZES	500	SQFT			
37	STANDY OF DIMENSION 6' X 3' (Printing & Supply of Stand)	10	Pcs			
38	SUN BOARD PRINTING in different sizes	50	SQFT			
39	LETTER HEAD PRINTING in bond paper (Per book of 100 pcs)	25	Each			
40	SP Visiting Card PRINTING Back to Back printing on both sides (per set of 100 pcs)	10	Set			
41	SP Visiting Card PRINTING Back to Back printing on both sides (per set of 100 pcs) WITH GOLDEN FOILING	2	Set			
42	SPRING FILE THICK WITH PRINTING (with Echo clip) and canvas cloth provided at Corners	500	Pcs			
43	PPL PAPER FOLDER A/4 WITH PRINTING of IREL LOGO	400	Pcs			
44	PAPER GIFT BAG WITH COLOUR PRINTING (A4 size) on both sides	100	Pcs			
45	SP. POLYNET ENVELOPE 9.5 " X4.5" WITH PRINTING ON ONE SIDE	1000	Pcs			
46	SP. POLYNET ENVELOPE 11" X 5" WITH PRINTING ON ONE SIDE	1000	Pcs			
47	WINDOW ENVELOPE 9.5 " X4.5" WITH PRINTING (70 gsm)	1000	Pcs			
48	BROWN ENVELOPE 9.5" X 4.5" SIZE WITH PRINTING (70 GSM)	1000	Pcs			
49	BROWN ENVELOPE 11" X 5" SIZE WITH PRINTING (70 GSM)	1000	Pcs			
50	CLOTH ENVELOPE 14 "X10" SIZE WITH PRINTING (Regular cloth)	1000	Pcs			
51	CLOTH ENVELOPE 16"X12" SIZE WITH PRINTING (Regular cloth)	1000	Pcs			
52	CLOTH ENVELOPE 14" X18" SIZE WITH PRINTING (Regular cloth)	1000	Pcs			
53	Printing of PADS without stitching in dimension 4 " X 6 " in 80 gsm with printing	50	Pad			
54	BRASS NAME PLATE (3 mm thickness)	5	Sq. inch			
55	PRINTING of Photo in Kodak paper A/4 Size	5	Pcs			
56	PHOTO FRAME with Glass at tap and wooden framing	5	Sq. inch			

57	ACRYLIC TROPHY BOX	5	Sq. Inch			
58	ACRYLIC BOARD PRINTING (5 mm Board)	25	SQFT			
59	COPIER PAPER A/4 (70 gsm) with 500 sheets in 1 packet	50	Packet			
60	COPIER PAPER A/4 (75 gsm) with 500 sheets in 1 packet	50	Packet			
61	COPIER PAPER A/4 (100 gsm) with 500 sheets in 1 packet	50	Packet			
62	COPIER PAPER Full scale (Legal size) 70 gsm with 500 sheets in 1 packet	25	Packet			
63	COPIER PAPER A/3 (70 gsm) with 500 sheets in 1 packet	25	Packet			
64	LEDGER PAPER A/4 (80 gsm) with 500 sheets in 1 packet	10	Packet			
65	LEDGER PAPER Full scape (legal) (80 gsm) with 500 sheets in 1 packet	5	Packet			
66	BALL PEN (USE & THROW) with each Box having 20 pens	10	Box			
67	BALL PEN BLUE/ BLACK/ GREEN/ RED (Montex Mega Top)/ equivalent with each packet having 10 pens	10	Packet			
68	UNI-BALL PEN/ equivalent in BLUE/ BLACK/ GREEN/ RED colour	10	Each			
69	MARKER HIGHLIGHTER (any clour) of Camlin/ LUXAR/ FABER CASTELL/ Equivalent make	25	Each			
70	MARKER FOR WHITE-BOARD (any clour) of Camlin/ LUXAR/ FABER CASTELL/ Equivalent make	25	Each			
71	MARKER PEN (any clour) of Camlin/ LUXAR/ FABER CASTELL/ Equivalent make	25	Each			
72	CORRECTION PEN of Camlin/ LUXAR/ FABER CASTELL/ Equivalent make	25	Pcs			
73	SKETCH PEN SET consisting of 12 colours of Camlin/ FABER CASTELL/ Equivalent make	10	SET			
74	APSARA/ EQUIVALENT PLATINUM PENCIL (Each packet consisting of 10 pcs)	10	Packet			
75	NON DUST ERAZER APSARA/ EQUIVALENT make (Each packet consisting of 20 pcs)	10	Packet			
76	APSARA/ equivalent PENCIL SHARPENER (Each packet consisting of 20 pcs)	5	Packet			
77	RUBBER BAND- Flourscent colour in packet of 25 grams	10	Packet			
78	BINDER CLIP 15 MM (Each packet having 12 pcs)	25	Packet			
79	BINDER CLIP 19 MM (Each packet having 12 pcs)	25	Packet			
80	BINDER CLIP 25 MM (Each packet having 12 pcs)	25	Packet			
81	BINDER CLIP 32 MM (Each packet having 12 pcs)	25	Packet			
82	BINDER CLIP 41 MM (Each packet having 12 pcs)	25	Packet			
83	BINDER CLIP 51 MM (Each packet having 12 pcs)	25	Packet			
84	U CLIP 26MM (each packet having 100 pins)	25	Packet			
85	U CLIP 35MM (each packet having 100 pins)	25	Packet			
86	PAPER PIN (each packet 100 gms)	25	Packet			
87	STAPLER NO 10 KANGARO/ equivalent make	5	Pcs			

88	STAPLER HD 10D KANGARO / equivalent make	5	Pcs			
89	STAPLER HD 45 KANGARO / equivalent make	5	Pcs			
90	STAPLER HP 45 KANGAROO / equivalent make	5	Pcs			
91	STAPLER PIN NO 10 KANGARO/ equivalent make	5	Box			
92	STAPLER PIN 24X6 KANGARO / equivalent make	5	Packet			
93	STAPLER PIN 23X8 KANGARO/ equivalent make	5	Pcs			
94	STAPLER PIN 23X10 KANGARO / equivalent make	5	Pcs			
95	STAPLER PIN 23X17 KANGARO/ equivalent make	5	Pcs			
96	PUNCH M/C DP 600 KANGARO / equivalent make	5	Pcs			
97	PUNCH M/C DP 480 KANGARO/ equivalent make	5	Pcs			
98	PUNCH M/C DP 900 KANGARO/ equivalent make	1	Pcs			
99	ONE HOLE PUNCH KANGARO/ equivalent make	1	Pcs			
100	PLASTIC FILES with front transparent and provided with plastic clip (A4 size)	50	Pcs			
101	RING FILE MEDIUM with SS Clips (A/4 Size)	45	Pcs			
102	RING FILE FULL SCAPE SIZE with SS Clips (F/C Size)	30	Pcs			
103	BOX FILE WITH SS CLIP	100	Pcs			
104	FOLDER (one side Transparent without clip) A4 size	50	Pcs			
105	FILE DIVIDER(100 gsm) in different colours and 1/8 size (each packet consists of 100 pcs)	5	Packet			
106	SPIRAL PAD NO.6 (40 Leaves Ruled)	20	Pcs			
107	SPIRAL PAD NO.6 BIG (80 Leaves Ruled)	20	Pcs			
108	SPIRAL PAD NO. 8 (40 Leaves Ruled)	20	Pcs			
109	SPIRAL PAD NO. 8 BIG (80 Leaves Ruled)	20	Pcs			
110	1/ 8 CONFERENCE PAD (10 leaves Ruled)	25	Pcs			
111	RULLED REGISTER 1Q : No. of pages 72, Hard Bound, Ruled	5	Pcs			
112	RULLED REGISTER 2Q : No. of pages 144, Hard Bound, Ruled	5	Pcs			
113	RULLED REGISTER 3Q : No. of pages 216, Hard Bound, Ruled	5	Pcs			
114	RULLED REGISTER 4Q : No. of pages 288, Hard Bound, Ruled	5	Pcs			
115	RULLED REGISTER 6Q : No. of pages 434, Hard Bound, Ruled	5	Pcs			
116	RULLED REGISTER 8Q : No. of pages 568, Hard Bound, Ruled	5	Pcs			
117	DAILY ATTENDENCE REGISTER 1Q : No. of pages 72, Hard Bound, Ruled	5	Pcs			
118	CELLO TAPE (1" clear tape) of 50 yard length	25	Pcs			
119	CELLO TAPE BIG (2" clear tape) of 50 yard length	25	Pcs			
120	BROWN TAPE (2" tape) of 50 yard length	10	Pcs			
121	DOUBLE SIDE TAPE(1" clear tape)	10	Pcs			
122	HP 678 BLACK CARTRIDGE	1	Pcs			
123	HP 678 COLOUR CARTRIDGE	1	Pcs			
124	HP 680 BLACK CARTRIDGE	1	Pcs			
125	HP 680 COLOUR CARTRIDGE	1	Pcs			

126	HP 955XL BLACK CARTRIDGE	1	Pcs			
127	HP 955XL CYAN CARTRIDGE	1	Pcs			
128	HP 955XL MAGENTA CARTRIDGE	1	Pcs			
129	HP 955XL YELLOW CARTRIDGE	1	Pcs			
130	12A TONER CARTRIDGE	1	Pcs			
131	HP TONER CARTRIDGE 18A	1	Pcs			
132	28A TONER CARTRIDGE	1	Pcs			
133	HP 131A TONER CARTRIDGE BLACK	1	Pcs			
134	HP 131A TONER CARTRIDGE CYAN	1	Pcs			
135	HP 131A TONER CARTRIDGE MAGENTA	1	Pcs			
136	HP 131A TONER CARTRIDGE YELLOW	1	Pcs			
137	HP TONER CARTRIDGE 204A BLACK	1	Pcs			
138	HP TONER CARTRIDGE 204A CYAN	1	Pcs			
139	HP TONER CARTRIDGE 204A MAGENTA	1	Pcs			
140	HP TONER CARTRIDGE 204A YELLOW	1	Pcs			
141	78A TONER CARTRIDGE	1	Pcs			
142	HP TONER CARTRIDGE 88A	1	Pcs			
143	BROTHER 2025 TONER CARTRIDGE	1	Pcs			
144	BROTHER 2260 TONER CARTRIDGE	1	Pcs			
145	BROTHER 2620 TONER CARTRIDGE	1	Pcs			
146	CANON 337 TONER CARTRIDGE	1	Pcs			
147	CANON 054 BLACK TONER CARTRIDGE	1	Pcs			
148	CANON 054 CYAN TONER CARTRIDGE	1	Pcs			
149	CANON 054 MAGENTA TONER CARTRIDGE	1	Pcs			
150	CANON 054 UELLOW TONER CARTRIDGE	1	Pcs			
151	SELF INK STAMP (size upto 5 cm X 5 cm)	5	Pcs			
152	SELF INK STAMP BIG SIZE (size upto 8 cm X 4 cm)	5	Pcs			
153	SELF INK STAMP EXTRA BIG SIZE (beyond 10 Cm x 5 cm)	5	Pcs			
154	SELF INK STAMP WITH DATE	10	Pcs			
155	REFILLING of SELF INK STAMP (any sizes)	5	Pcs			
156	STAMP PAD (110mm X 69 mm)	5	Pcs			
157	STAMP PAD INK (100 ml of any clour)	5	Pcs			
158	RECHARGEABLE BATTERIES (AA/ AAA) Duracell make	10	Set			
159	CELL AA Duracell/ Equivalent make	10	Pcs			
160	CELL AAA Duracell/ Equivalent make	10	Pcs			
161	Neon sticky Note-pad (19 mm X 75 mm X 200 sheets) , 4 colours	20	Pcs			
162	Neon sticky Note-pad (75 mm X 75 mm X 50 sheets) , single colour	20	Pcs			
163	Fevistick Multi-Purpose Super glue stick 15 gm	25	Pcs			
164	Pidilite FEVIKWIK Superglue of 450 mg capacity	25	Pcs			
165	CASIO MJ-120D / equivalent CALCULATOR	5	Pcs			
166	SCALE 30 CM Transparent	10	Pcs			
167	A4 Self adhesive paper label stickets for printers (Pack of 100 sheets): ODDY/ equivalent make	10	Pkt			

168	PRINTING in COLOUR STICKERS	10	pcs			
169	WHITE BOARD OF 2 'X3' SIZE	2	pcs			
170	WHITE BOARD OF 3' X4' SIZE	2	pcs			
171	WHITE BOARD OF 4'X6' SIZE	2	pcs			
172	WHITE BOARD OF 4'X8' SIZE	2	pcs			
173	GLASS WHITE BOARD MAGNETICS 2'X3'	2	pcs			
174	GLASS WHITE BOARD 3' X4'	2	pcs			
175	MAGNETIC BUTTON GLASS BOARD	2	pcs			
176	DUSTER White Board MAGNETIC	2	Pcs			
177	SS SCISSORS SMALL SIZE i.e. upto 6"	5	Pcs			
178	SS SCISSORS SIZE > 6" upto 8"	5	Pcs			
179	PAPER CUTTER 18 mm size	2	Pcs			
180	Grip Strip/ stick FILE A4 size	50	Pcs			
181	INDEX SET (1 to 20)	120	Set			
182	INDEX SET MED. SIZE (1 to 31)	110	Set			
183	STAPLE REMOVER of Kangaro/ equivalent make	5	Pcs			
184	TISSUE BOX 20 X 19 cm with each box having 100 pulls	2	Box			
185	TISSUE NAPKIN Packet 33 x 33 cm (100 pcs in each Packet)	2	Pkt			
186	SPIRAL BINDING A/4 (Upto 100 pages)	75	Book			
187	SPIRAL BINDING A/4 BIG(101 to 200 pages)	75	Book			
188	BOOK BINDING WITH GOLDEN EMBOZING(Hard bound with rexin cover)	55	Book			
189	BOOK BINDING (hard bound)	55	Book			
190	SUTLI ROLL (Jute roll) of length 10 mtrs	2	Roll			
191	SUTLI ROLL (PLASTIC ROPE) of length 20 mtrs	1	Roll			
192	NOTE BOOK 76 PAGE ruled 15.5 x 19 cms	31	Pcs			
193	NOTE BOOK 172 PAGE ruled 15.5 x 19 cms	29	Pcs			
194	INWARD / OUTWARD REGISTER (hard bound, 350 pages with requisite printing)	25	Pcs			
195	Office Tray	5	Set			
196	Kodak/equivalent Paper A4 Size (Kodak 200 GSM A4 Glossy Photo Paper-Water Resistant Pack of 5 x 20 sheets, Compatible with all Inkjet Printers)	6	Packet			

Note:

- 1) Quoting for all the items is compulsory otherwise bid will be considered nonresponsive.
- 2) In online BoQ GST is to be quote in percentage (%) only. If GST is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- 3) No price bid is to be submitted along with part 1 (techno-commercial) otherwise bid will be considered void.
- 4) Un-priced price- Bid -confirming that bidder has quoted for all the line items

Annexure VIII

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 fulfilment 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)

_____20____

Dated the _____ day of

_____ Bank

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

Bank's Common seal