

This tender floated in GeM portal. Bidder has to submit their offer through GeM only.

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 17-05-2025 11:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 17-05-2025 11:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Pmo |
| Department Name/विभाग का नाम | Department Of Atomic Energy |
| Organisation Name/संगठन का नाम | Irel (india) Limited |
| Office Name/कार्यालय का नाम | Ho |
| क्रेता ईमेल/Buyer Email | bycon1.irel.kerala@gembuyer.in |
| Total Quantity/कुल मात्रा | 12 |
| Item Category/मद केटेगरी | Dismantling of FRP tank , Fabrication & supply 50m3 FRP tanks , Erection & commissioning of 50m3 FRP tanks |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS | Erection & commissioning of 50m3 FRP tanks |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | FRP Bench, Stainless Steel Benches (RDSO Specification), FRP SECURITY CABIN, Advanced Dental Chair, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Live Remote Temperature and Humidity Monitoring and Alert System, FRP Storage Tank (V2), Unmanned Aerial Vehicle & Payload Systems for Surveillance, Online UPS (V2), Power Generator - DG Set (up to 900 KVA) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> FRP Storage Tank (V2) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 14 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |

| Bid Details/बिड विवरण | |
|---|--|
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी | Yes |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Primary product category | Dismantling of FRP tank |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Estimated Bid Value/अनुमानित बिड मूल्य | 4624420 |
| Payment Timelines | Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 78380 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 5.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 20 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM (A&E)
IREL (India) Limited, RED, Udyogamandal
(Kamalam.p)

MII Purchase Preference/एमआईआई खरीद वरीयता

| | |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any

Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Dismantling Of FRP Tank (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1 | Anil Kumar.V.A | 683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam. | 4 | 145 |

Fabrication & Supply 50m3 FRP Tanks (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|--|--------------------------|

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1 | Anil Kumar.V.A | 683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam. | 4 | 145 |

Erection & Commissioning Of 50m3 FRP Tanks (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|---|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|---|--------------------------|

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1 | Anil Kumar.V.A | 683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam. | 4 | 145 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

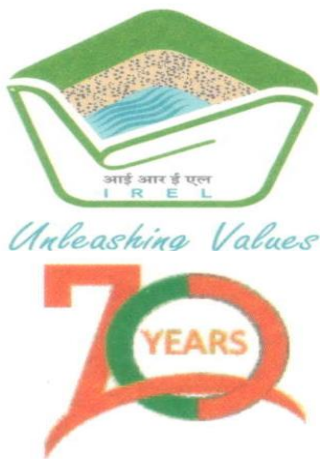
Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्वमेंडिइनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

GST ID No. 32AAACI2799F2ZM

IREL/RED/P/25-26/33380/01/

निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

| | | |
|----|--|---|
| a. | Description of supply | Design, fabrication, supply, erection and commissioning of four numbers of 50KL FRP tanks |
| b. | Mode of tender | Open tender invited in two parts. Part-I: Techno-Commercial Bid Part - II: Price Bid. |
| c. | Estimated Value | Rs.46,24,420/- (all inclusive) |
| d. | Earnest Money Deposit (EMD) | Rs. 78,380/- |
| e. | Validity of Tender | 90 days from the date of opening of Techno-Commercial bid. |
| f. | Contact details of tender inviting authority | Shri.V A Anil Kumar- CM-Technical (Purchase) IREL (India) Limited, R E Division, Udyogamandal - 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199 |

NOTE

EMD EXEMPTION: For this tender, Under MSE category, only manufacturers for goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category along with Udyam Certificate otherwise offer will be rejected without any further clarification.

BIDDING SYSTEMS

This is a two-part tender. The tenderers should bifurcate their quotations in two parts (Part-I & II).

PART-I “Techno-commercial bid”:

It contains the eligibility, technical quality and performance aspects, EMD, commercial terms and conditions and documents sought in the tender, **except the price and relevant financial details.**

PART-II “Financial bid”:

It contains the price quotation along with other financial details.

PART-I shall be opened first and evaluated by a committee constituted by competent authority.

PART-II: the financial bid of Techno-commercially eligible bidders shall be opened on recommendation of above committee on a notified date and time after sending advance notice to all qualified bidders for being present.

CONTACT PERSONS OF TENDERING AUTHORITY

| Purpose | Name | E-mail ID | Contact No. |
|---|---|--|----------------------------|
| For Bid/tender related query | Shri. V A Anil Kumar CM-Technical (Purchase) | purchase-red@irel.co.in | 0484-2545199 9443482644 |
| For Technical Specification / Scope of work related query | Shri. Koustav Saha AM-Technical (Production) | koustav.saha83@gmail.com production-red@irel.co.in | 9051119296 |
| For Consignment/Goods Transportation related query | Shri. Sanjaykumar Vind SM-Technical (Stores) | stores-red@irel.co.in | 91 8301997625 |
| For Payment/refund related query | Smt. P Kamalam DGM – Finance (A & E) | finance-red@irel.co.in | 91 8593994144 |

EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- 1.0 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender. **The offers received from tenderers without EMD shall be summarily rejected except where an exemption is provided in the tender.**
- 2.0 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment' in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- 3.0 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 4.0 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.
- 5.0 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
- 6.0 EMD is liable to be forfeited if:
 - a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
 - b) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
 - c) In case bidder submits false/fabricated documents.
 - d) In case bidder fails to submit SD as stipulated in the tender.
- 7.0 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security shall be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 8.0 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

GUIDELINES FOR PROCUREMENT FROM MSEs

1.0 Procurement from Micro, Small and Medium Enterprises (MSEs):

The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.

- 2.0 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.
- 3.0 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4.0 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.
- 5.0 MSEs would be treated as owned by SC/ ST entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- 6.0 If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- 7.0 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- 8.0 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 9.0 **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
- 10.0 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.
- 11.0 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.
- 12.0 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.
- 13.0 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender:

Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed. Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit.

- 14.0 To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst MSMEs about Zero Defect Zero Effect (ZED) practices and motivate & incentivise them for ZED Certification while also encouraging them to become MSME Champions.

The ZED (Zero Defect Zero Effect) Certification, a scheme by the Indian government for Micro, Small, and Medium Enterprises (MSMEs), offers numerous benefits, including financial incentives, improved quality and productivity, enhanced market access, and increased global competitiveness. For registration please visit <https://zed.msme.gov.in>

15.0 RXIL (TReDS) PLATFORM

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

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 9004100784 *email:* satyajeet.jathar@rxil.in

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

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644

email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 *email:* kramakrishna@irel.co.in

16.0 MAKE IN INDIA

For this procurement, Public Procurement (Preference to Make in India). Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. The bidder has to provide certificate as a proof for minimum 50% and 20% local content required for qualifying Class 1 and Class 2 Local Supplier respectively.

SECURITY DEPOSIT (SD), PERFORMANCE BANK GUARANTEE & RETENTION MONEY

1.0 SECURITY DEPOSIT (PERFORMANCE SECURITY) & PERFORMANCE BANK GUARANTEE

1.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

a) For supply & service contract valued more than Rs.5 lakhs. Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

1.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.

1.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

1.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.

1.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

2.0 RETENTION MONEY

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/defective work/supply made as retention money.

3.0 SECURITY DEPOSIT & RETENTION MONEY

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value. The performance security should be refunded to the supplier/ contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract/ 365 days beyond DLP.

4.0 REFUND OF SD & RETENTION MONEY

a) Before releasing SD or retention money in respect of supplies/works, a "No Dues Certificate" shall be issued by EIC/ OIC duly countersigned by Head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.

b) EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/ warranty/ performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.

c) On receipt of "no dues certificate" from EIC/OIC, SD or retention money may be refunded at the earliest, if the contractor is not liable to pay any money to IREL under any other contract.

5.0 **FORFEITURE OF SD & RETENTION MONEY**

The SD & retention money shall stand forfeited in favour of IREL, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ Contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ subcontracting of any portion of the work without approval of IREL.

PRE-QUALIFICATION CRITERIA (PQC)

1.0 TECHNICAL COMPETENCY

Bidders should be experienced in successfully executing similar supply(s) as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last Seven (7) years ending March 2025 and meeting the value requirement as below:

Execution of at least one order for “similar supply(s) for a value of not less than Rs. 37 lakhs”
OR

Execution of two orders for “similar supply(s) for a value each not less than of Rs 23.12 lakhs”
OR

Execution of three orders for “similar supply(s) for a value each not less than of Rs 18.5 lakhs”

Intending tenderers have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar supplies executed like Copy of Completion /Performance Certificate/Tax invoices etc. along with order(s) for complying technical competency.

Definition of similar supply(s): Fabrication and supply of FRP tank of minimum 25 m3 capacity.

2.0 FINANCIAL CAPACITY

The average annual turnover of the contractor shall not be less than Rs.13.87 lakh during the last three consecutive financial years ending on 31st March 2024.

To verify the turnover, the bidder shall submit copies of the Audited Profit & Loss statement for the last three financial years ending on 31st March 2024.

PART - I

TECHNO-COMMERCIAL BID

REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

| Sl. No. | Description | Up-loaded Yes/No |
|---------|---|---------------------|
| 1 | PROOF OF SUBMISSION OF EMD / VALID EXEMPTION CERTIFICATE (If Applicable). | |
| 2 | DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA. | |
| 3 | DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Techno-Commercial Bid) (Page 1 - 34). | |
| 4 | COPY OF GST & PAN CERTIFICATES. | |
| 5 | ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS. | |
| 6 | COMPLIANCE STATEMENT OF THIS PRODUCT WITH RESPECT IS OUR SPECIFICATION. | |
| 7 | TECHNICAL DEVIATION STATEMENT FORM | |

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

Dismantling of existing 04 numbers of 50KL capacity FRP tanks and shifting to the designated place. Design, fabrication, supply, erection and commissioning of the 04 numbers of 50KL capacity FRP tanks.

1.2 TECHNICAL REQUIREMENTS

For detailed technical requirement refer Annexure-IA. Drawing attached in Annexure-IB is only tentative.

2.0 DETAIL OF WORKS

- 2.1 Tanks are to be fabricated in FRP as per technical specification in Annexure-IA and approved drawing. Tentative drawing is provided by the IREL along with TD.
- 2.2 Dismantling of existing four numbers of tanks, shifting scrap to designated place as per instruction of EIC.
- 2.3 The Contractor has to use good engineering practice for fabrication. The items should be transported with care to avoid damage. Any such damage or leakage will be the responsibility of the contractor and should be repaired free of cost.
- 2.4 IREL reserves the right to inspect the materials procured by the Contractor during any stage of the fabrication of the items and will be entitled to receive samples for testing and analysis.
- 2.5 Correlating test certificates for all the materials shall be produced by the Contractor at the time of supply of items.
- 2.6 IREL will provide a tentative detailed drawing as annexure-IB. The contractor has to prepare the fabrication drawings of the tanks, based on the technical specifications/drawings. The successful bidder has to do the **site visit** and take further measurements for proper alignment with the existing system before starting the fabrication work. The Contractor has to submit two sets of 'as built drawings' in soft & hard copy along with the supply of the tanks.
- 2.7 All drawings/documents related to supplied items as per the tender are the sole property of IREL (India) Limited, and shall not be circulated/shared with any agency without the approval from IREL (India) Limited. The contractor shall supply all the original drawings to IREL along with the supply of items.
- 2.8 The equipments to be offered against this Order shall be without any deficiency and problem whatsoever.
- 2.9 The manufacturing, identification of material and testing of the equipment covered in this specification shall comply with the latest editions of the relevant Bureau of Indian Standards. In cases where suitable Indian Standards are not available, generally accepted codes and practices shall be adopted.
- 2.10 In cases where the offer deviates from the specified technical specifications, the Contractor shall indicate clearly in his offer the reasons for the changes, the standards proposed to be adopted by him and the details thereof is to be submitted.
- 2.11 The Contractor has to fix the nozzles/flanges at site with adequate reinforcement as per standards to suit the site conditions in consultation with the Engineer-in-charge
- 2.12 After erection of tanks, contractor has to fixed HDPE lines, valves, other instruments etc. provided by IREL. If any changes required in tanks, contractor has to do at free of cost.
- 2.13 New tanks should be painted with blue/yellow FRP pigment paint of two coating as per instruction of EIC. Name & numbering of tanks are under the scope of contractor.
- 2.14 Being a site specific job contractor may have to remove platform, support structure, etc as per site condition for erection of new tanks. Contractor shall fix back all the removed structure.

- 2.15 Dismantling of existing tanks shall be started after receiving all the items at the site.
- 2.16 Removing all the pipelines, valves, supports etc. of old tanks and fixing back same or new (provided by IREL) after erection of new tanks, Emptying material from existing tanks as per instruction of EIC, is under the scope of contractor. **Any other works** required for erection of the tanks such as modification of the civil foundation, civil structures, working platform, connected pipelines to the tanks etc., is under the scope of the contractor.
- 2.17 **Any civil, mechanical, electrical works** which are not mentioned in the scope of work but required for dismantling & shifting of the existing tanks, erection and commissioning of the new tanks in place of dismantled one is under the scope of the contractor.
- 2.18 Contractor shall provide consumable materials, Cranes, ladders, platforms, temporary supports and other necessary facilities required for the handling and erection of the equipment supplied under the Contract.
- 2.19 Unless otherwise provided in the Contract, the contractor shall arrange all construction / erection equipment/vehicle, welding equipment, erection and lifting tools and tackles, instruments and appliances required for the fabrication and erection work.
- 2.20 Contractor shall provide necessary supervisory personnel, staff, skilled and unskilled labour to ensure that the whole of the fabrication and erection work is completed in all respect within the period specified in the Contract. The contractor shall ensure, when local laws require, the concerned employees obtain and hold certificates of competency for their work from the competent authority.

3.0 INSPECTION

- 3.1 IREL reserves the right to conduct pre delivery inspection of equipments at contractor's site or online.
- 3.2 The Contractor shall arrange to conduct water testing of tanks during inspection.
- 3.3 The Contractor shall carry out any change or modifications, if required, after inspection as pointed out by IREL without any extra cost. The equipment can be despatched only after obtaining the clearance from IREL.
- 3.4 However, IREL's inspection and certification does not absolve the Contractor of his responsibilities towards the satisfactory operation and the guarantee/warranty of the system.
- 3.5 In the case of inspection at Supplier's site, IREL's representative shall be given full access to the shop in which the equipment is being manufactured or tested. IREL shall be notified well in advance of the fabrication and major tests for the purpose of general inspection and witnessing the tests.
- 3.6 Manufacturers test certificates shall be produced by the successful contractor for the quality assurance of the resins and fibre glass, at the time of inspection. Inspection Report signed by the Supplier & IREL (if site visit is done by M/s IREL) shall be sent along with the despatch documents. The list of approved suppliers/manufacturers for resin and mat is attached in Annexure-IC.

4.0 TESTING

- 4.1 Testing shall be carried out at IREL site after receipt of ordered equipments.
- 4.2 The tanks shall be water tested for leaks. Any defects noticed must be rectified by the Supplier to the satisfaction of IREL.
- 4.3 The equipments will be accepted only after satisfactory results of the testing & inspection.
- 4.4 All dimension after the fabrication shall be as per the drawing attached.
- 4.5 Hydraulic test: Hydraulic test for leakage should be conducted for performance testing of the tank. The tank shall be filled with water to the brim and checked for any leakage. The water has to be held in the tank for a minimum period of 24 hrs to confirm the integrity of the tank.

5.0 DRAWINGS TO BE FURNISHED BY THE CONTRACTOR

The Contractor has to submit the equipments' fabrication drawings and get it approved from IREL before starting the fabrication work. Two sets of 'as built drawings' need to be supplied along with the supply of equipments in soft and hard copies.

6.0 SAFETY & HOUSEKEEPING

It is the sole responsibility of Contractor to carry out the work in an utmost safe manner. Successful Contractor will have to carry out the work as per the rules laid down by IREL Safety section. Necessary safety work permit has to be taken before starting the work. The work spot shall be maintained neat and clean on daily basis. The debris/waste generated during the course of erection must be shifted to the scrap yard situated within 800 m radius from the work site in consultation with the Engineer-in-charge. If such waste is not removed, the expenses incurred for the waste removal will be deducted from the contractor bill.

7.0 TIME OF COMPLETION

- 7.1 Detailed fabrication drawings of tanks, as per technical specification shall be submitted within 15 days from the date of release of order
- 7.2 IREL will be verifying and returning the detailed fabrication drawings within 10 days from the date of receipt of the same.
- 7.3 Fabrication, testing, supply, dismantling of existing tanks, erection and commissioning of items mentioned in the scope of work shall be completed within 120 days from the date of approval of final fabrication drawings by IREL.
- 7.4 In case of any delay from the part of IREL in verifying and returning the fabrication drawings, the date of completion period shall be extended accordingly.

8.0 GUARANTEE

All the items fabricated and supplied shall be guaranteed against defective workmanship for a minimum period of 12 months from the date of acceptance of units or 18 months from the date of supply, whichever is earlier.

9.0 PAYMENT TERMS

- 9.1 100% of S.No. 1 of BOQ less statutory deductions applicable shall be released after dismantling and shifting of tanks within 30 days of submission of bill certified by EIC.
- 9.2 50 % of S. No. 02 of BOQ less statutory deductions applicable shall be released after receipt and acceptance of the tanks at IREL within 30 days of submission of bill certified by EIC.
- 9.3 45 % of S. No. 2 of BOQ less statutory deductions applicable shall be released after installation commissioning of FRP tanks within 30 days of submission of bill certified by EIC.
- 9.4 95% of S. No. 3 of BOQ less statutory deductions applicable shall be released after successful erection and commissioning of tanks within 30 days of submission of bill certified by EIC.
- 9.5 5% of S. No. 2 & 3 of BOQ value (retention money) less statutory deductions if any and security deposit shall be released after successful completion of guarantee period. Alternatively this amount can be released on submission of bank guarantee for an equal amount valid till the completion of the guarantee period from a nationalised/ scheduled bank.

10.0 SCOPE OF IREL

Electricity at 440V three phase and water will be made available to the contractor on free of charge at a single point within 100 meters of the work site required for the execution of the work.

11.0 SCOPE OF CONTRACTOR

Contractor has to supply all the necessary tools and tackles, scaffoldings, temporary supports, welding machine and electrodes, gas cutting machine with gas cylinders etc. for erection and commissioning work.

12.0 ENGINEER IN-CHARGE (EIC)

Shri Koustav Saha, AM-Technical (Production) will be EIC of the overall works.

13.0 BILL OF QUANTITIES (BOQ)

| S.No. | Description | Qty | Unit |
|-------|---|-----|------|
| 1 | Dismantling of FRP tanks | 4 | Nos |
| 2 | Fabrication & supply 50 m3 FRP tanks | 4 | Nos |
| 3 | Erection and commissioning of 50 m3 FRP tanks | 4 | Nos |

Note: - Overall lowest will be considered as L1

14.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

| S.No. | Description | GST in % | HSN Code |
|-------|---|----------|----------|
| 1 | Dismantling of FRP tanks | | |
| 2 | Fabrication & supply 50 m3 FRP tanks | | |
| 3 | Erection and commissioning of 50 m3 FRP tanks | | |

TECHNICAL SPECIFICATION

1.0 STORAGE TANK

Two numbers of tanks are to be used as storage for 30% Hydrochloric acid and other two numbers of tanks are to be used as storage for DM water. The capacity of the tanks is 50 KL each. The tank is to be fabricated using Isophthalic / Bisphenol resin as detailed. No steel reinforcement is to be used in the fabrication of the tank. The level of liquid in the tank will vary as it is being continuously decanted and the pumping of the liquid to the tanks is from the top. The tank is to be fabricated as detailed below and as per the Drawing.

2.0 **Material of Construction** : FRP with Bisphenol/Isophthalic resin & chopped stranded mat.

3.0 FABRICATION METHOD

Hand layup or open contact molding may be adopted. The mold is first waxed and sprayed with gel coat. It then may be cured in hand lay-up processing, fiberglass (typically E-glass) continuous strand mat and/or other fabrics such as woven roving are manually placed in the mould. All sides of the tank must be moulded integrally by building up each layer of stranded mat in bisphenol /isophthalic resin to the desired thickness i.e. prefabricated sheets shall not be used.

4.0 LAMINATE CONSTRUCTION

4.1 STRUCTURAL TANK

The laminate comprising the structural tank (bottom head, side wall and top head) shall consist of four separate layers. These are the inner surface and the interior layer which make up the corrosion barrier, the structural layer and the exterior surface.

4.1.1 INNER SURFACE

The inner surface exposed to the chemical environment shall be corrosion resistant. This shall be a resin rich layer 0.3 to 0.5 mm thick (85-90% resin by weight) with C- grade (Chemical grade) surfacing mat reinforced with a synthetic veil.

4.1.2 INTERIOR LAYER

The inner surface is followed by an interior layer which shall consist of a resin rich laminate (65-75% resin by weight) reinforced with 450 GSM powder bonded E glass (Electrical grade) mat. The combined thickness of the inner surface and the interior layer must be 2.5 to 3 mm. This inner surface and interior layer should be of bisphenol resin.

4.1.3 STRUCTURAL LAYER

Subsequent reinforcement must be constructed with alternate layers of 450 GSM E glass (Electrical grade) chopped strand mat and 900 GSM woven reinforcement in isophthalic resin to the thickness as shown in the drawing. Each successive ply shall be well rolled prior to the application of additional reinforcement. All woven shall be overlapped 1". Laps in subsequent layers shall be staggered by at least 3" from laps in the preceding layer. All woven roving shall be followed by chopped strands without exception. This layer must have a resin content of 55-65% by weight.

4.1.4 **EXTERIOR SURFACE**

The outer surface shall be coated with resin rich surface reinforced with C-grade surfacing mat. This will be followed by 2 coats of golden yellow (02 tanks) and blue (02 tanks) pigment coating with Isophthalic resin.

5.0 **JOINTS**

5.1 The cured resin surfaces of parts to be joined shall be ground to expose the glass fibre reinforcement. The ground area shall extend beyond the lay-up areas so that no reinforcement is applied to an unprepared surface. The surface shall be clean and dry before lay-up. The entire ground area shall be coated with resin after joint overlay is made.

5.2 Highly filled resin putty shall be spread over the crevices and irregular shapes between joined pieces, leaving a smooth surface for lay-up.

5.3 The width of the first layer of joint overlay shall be 6 inch minimum. Successive layers shall increase 1inch width minimum, top form a smooth contour laminate.

6.0 **FITTINGS AND ACCESSORIES**

The surface of fittings and accessories exposed to product shall have the same corrosion barrier laminate as detailed in 4.1.1 and 4.1.2. The cut edges of all laminates exposed to the product shall be sealed with the corrosion barrier laminate as outlined in 4.1.1 and 4.1.2.

6.1 **NOZZLE INSTALLATION**

1 Nos. of 100NB (N1), 2 Nos. of 80NB (N2) and 1No. of 50 NB (N3) and 01 number of 150NB (N4) nozzles has to be bonded to the tank. Dimensions for flanged nozzles shall be as mentioned in the drawing. The nozzle shall be of hand laid construction. The area of reinforcement for nozzles shall be $D + 150\text{mm}$ where D is the diameter of the opening. The thickness of reinforcement should be equal to the thickness of the shell at the point of reinforcement. Beyond the limits of reinforcement the overlay shall taper into the shell on a 6:1 taper. At least four gussets shall be given along the projected face of the nozzles equidistantly.

6.2 **MANWAY INSTALLATION**

1 No. of size 500mm (M1) Manway has to be bonded to the tank. Dimensions and position of the Manway is detailed in the drawing. These shall be constructed using hand layup construction and of the same materials as the tank they are installed in. Manhole cover with minimum thickness of 25mm is to be provided for the manway. Eight gussets shall be given along the projected face of the manway equidistantly. The area of reinforcement for manway shall be $D + 150\text{mm}$ where D is the diameter of the opening. The thickness of reinforcement should be equal to the thickness of the shell at the point of reinforcement. Beyond the limits of reinforcement the overlay shall taper into the shell on a 6:1 taper.

6.3 **LIFTING LUGS**

4 Nos of Lifting lugs of necessary strength shall be provided at the top cover.

6.4 **LADDER**

An FRP lined ladder has to be provided for the tank. The ladder has to be fixed to the tank by moulding. The dimension and details of the ladder are given in the drawing. The ladder should extend above the top of the tank as shown and linked to the walkway at the top. Handrails shall be provided on either side of the walkway.

6.5 **INSIDE PIPE**

A pipe 100mm diameter 3 meter long pipe with intermittent holes as shown in the drawing may be moulded to the inside of the tank as shown. This is to prevent direct impinging of material onto the bottom surface of the tank.

7.0 **DESIGN REQUIREMENTS**

7.1 **SIDE WALL**

The vertical height of the tank is 4.00 mtr. The wall thickness of the cylindrical shell shall be 30mm upto 0.2 mtr height, 15mm thick from 0.2 to 1mtr height and the remaining height 12mm thick. Stiffeners and reinforcement as shown in the drawing shall be provided along its entire cylindrical surface. 20 Nos of vertical stiffeners and 3 Nos of horizontal stiffeners are to be provided. The 3 horizontal stiffeners shall be provided over (engulfing) the vertical stiffeners as shown in sketch. All the stiffeners shall be provided equidistantly. The dimensions and the area of reinforcement of the stiffeners are detailed in the sketch. Two nozzles (N2- 2Nos) shall be provided as shown in the sketch.

7.2 **TOP HEAD**

The top head of the tank shall be closed. The side wall to the top knuckle radius shall not be less than 1 inch. The top head of the tank shall have a walkway 600 mm wide, flat at the centre along its entire length. It shall have 5 Nos of nozzles, M1-1Nos, N1-2Nos, N3-1No and N4-01 Nos. at the top head. The dimensions of the walkway, nozzles, thickness of the top head etc., shall be as per the drawing. 12 Nos of stiffeners shall be provided at the top head parallel to the slope of the tank. The stiffeners shall be positioned avoiding trapping of water.

One numbers of U-Bend of 150 mm size FRP pipe to be fabricated and installed at top head of each acid storage tanks.

7.3 **BOTTOM HEAD**

Flat bottom head shall be molded integrally with the straight shell portion of the tank. The perimeter of the tank bottom shall not have any variations from a flat plane that would prevent uniform contact with a properly prepared flat tank support pad when filled with liquid. Bottom knuckle radius of the flat bottom shall be a minimum of 1 inch. The reinforcement of the knuckle radius area shall extend up the vertical wall a minimum of 200 mm.

- 7.4 If the Supplier feels that additional work/modification is required in the tank to take over the duty condition, this has to be carried out after getting consent from IRE. However the thickness of the tank as detailed cannot be compromised. No additional payment will be made for such work.

| TECHNICAL DATA SHEET 50 m³ capacity flat bottom FRP tanks | | |
|---|---|---|
| 1. | Type | Vertical cylindrical with flat bottom complete FRP tanks |
| 2 | Capacity | 50 M3 |
| 3 | Quantity | 4 No. |
| 4 | Inside Diameter | 4.00 m |
| 5. | Vertical height | 4.00 m |
| 6. | Material Handled | 02 Nos. for Hydrochloric acid 30% concentration, 02 Nos. for DM water |
| 7. | Operating conditions | hydrostatic |
| 8. | Design Temp./Pressure | Ambient temperature and Atmospheric pressure |
| 9. | Material of Construction(M.o.C) & other details | |
| a | Shell, Top Cover and Bottom | FRP |
| b | Internals | FRP |
| c | Nozzles | FRP |
| d | Gaskets | Flexible PVC/Neoprene |
| 10 | Plate thickness | |
| a. | Shell | 30mm upto 0.2 mtr height, 15mm thick from 0.2 to 1 mtr height and the remaining height 12mm thick |
| b. | Top cover | 12 mm |
| c. | Bottom plate | 15 mm |

Signature and seal of the contractor



GENERAL CONDITIONS OF CONTRACT (GCOC)

| Sl. No. | Particulars |
|---------|---|
| 1 | DEFINITIONS |
| 2 | SELLER TO INFORM |
| 3 | CONFLICT AND INTERPRETATION OF DOCUMENTS |
| 4 | COUNTRY OF ORIGIN |
| 5 | SCOPE OF CONTRACT |
| 6 | STANDARDS |
| 7 | INSTRUCTIONS, DIRECTION & CORRESPONDENCE, CONTRACT OBLIGATIONS |
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| 9 | PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS |
| 10 | INSPECTION, TESTING & EXPEDITING |
| 11 | TIME SCHEDULE & PROGRESS REPORTING |
| 12 | DELIVERY & DOCUMENTS |
| 13 | TRANSIT RISK INSURANCE |
| 14 | TRANSPORTATION |
| 15 | INCIDENTAL SERVICES |
| 16 | SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS |
| 17 | GUARANTEE |
| 18 | PRICES |
| 19 | SUBLETTING AND ASSIGNMENT |
| 20 | TIME AS ESSENCE OF CONTRACT |
| 21 | DELAYS IN THE SELLER'S PERFORMANCE |
| 22 | LIQUIDATED DAMAGES FOR DELAYED DELIVERY |
| 23 | REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT |
| 24 | TERMINATION FOR DEFAULT |
| 25 | FORCE MAJEURE |
| 26 | RESOLUTION OF DISPUTES/ ARBITRATION |
| 27 | TAXES & DUTIES |
| 28 | PERMITS & CERTIFICATES |
| 29 | FALL CLAUSE |
| 30 | LIMITATION OF LIABILITY |
| 31 | METHOD OF BLACKLISTING VENDORS |
| 32 | SECRECY |
| 33 | GENERAL |
| 34 | RISK PURCHASE CLAUSE |

General Conditions of Contract (GCC-Goods)

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

- BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at..... The term consultant includes successors, assigns of M/s.
- 1.2 CONTRACT shall mean Purchase Order/ SERVICE Contracts and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully supplied/ commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the Goods-in-ward date in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC): OFFICER-IN-CHARGE (OIC) / Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him/her to act for and on his/her behalf for operation of this CONTRACT.
- The Officer/ Engineer-in-charge shall have authority for
- General supervision, Follow up of supply and direction of the work
 - direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract
 - to reject all works and materials which do not conform to the contract The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL or making any variation of or in the work except otherwise expressly provided here-in-under or elsewhere in the contract.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400028. The term PURCHASER includes successors, assigns of IREL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.15 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- 1.16 QUANTITIES - Bills of quantities designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.17 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/ SERVICE CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.18 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.22 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

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.

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.

SCOPE OF CONTRACT:

- 5.1 Scope of the CONTRACT shall be 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.

Signature and seal of the contractor

- 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.
- Delivery & Documents:**
- 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.
- Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery. c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 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.
- Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
- In the event of delay in delivery, Liquidated Damages as stipulated in Article - 22.1 shall apply.
- 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.
- The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- Transit Risk Insurance**
- 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.
- 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.
- Transportation**
- 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.
- 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.
- Incidental Services:**
- The Seller may be required to provide any or all of the following services:
- Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 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.
- 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.
- 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.
- 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.
- 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.
- Spare Parts, Maintenance Tools, Lubricants**
- Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and 16.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.
- Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:
- The construction, execution and commissioning.
- Two years operation and maintenance.
- Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- Type and sizes of bearings shall be clearly indicated.
- Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- Lubricants**
- Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- Seller shall indicate various equivalent lubricants available in India.

17.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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.

18.0 Prices:

19.0 Subletting and Assignment:

20.0 Time as Essence of Contract:

21.0 Delays in The Seller's Performance:

Or

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.

22.2 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.

23.0 Rejections, Removal of Rejected Equipment & Replacement

24.1 Termination for Default

24.2 Termination for Insolvency

25.0 Force Majeure

b) Riot or Civil commotion

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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 Kochi only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.

27. **Taxes & Duties**

27.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

27.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST on finished products shall be reimbursed by PURCHASER. Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing suppliers' Bill.

27.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

27.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

28. **Permits & Certificates**

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

29. **Fall Clause**

29.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

a) Exports by the Contractor/Supplier or

b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement

c) Sale of goods such as drugs which have expiry dates.

29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order". Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.

30.0 **Limitation of Liability**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

31.0 **Method of blacklisting vendors**

31.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.

31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either 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.

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.

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.

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.

General

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.

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.

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.

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.

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).

Paragraph heading: The paragraph heading in these conditions shall not affect the construction thereof

RISK PURCHASE CLAUSE

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

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

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

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

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

| | |
|--|---|
| Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 E-mail: cmd@irel.co.in | Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail: cvo@irel.co.in |
|--|---|

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 accept 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:

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

| CLAUSE | DEVIATION (Including Justification) | REMARKS |
|--------|--|---------|
| | | |

Signature & Seal of the Tenderer

Dated:

Note:

- where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations' If not endorsed, it will be considered as 'No deviation
- The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

IREL Bank Details

| | |
|------------------------|--|
| Name of Bank | State Bank of India, Udyogamandal Branch, Udyogamandal |
| Account Type | Current Account |
| Name of Account holder | IREL(India) Limited |
| Account Number | 57017844321 |
| IFSC Code | SBIN0070158 |
| MICR Code | 682002926 |

Details of payment to be uploaded as attachment during tender submission and the same shall be e-mailed to:
purchase-red@irel.co.in

Bidders (Pl. Provide the details):

- 1. Name of the Bank :**
.....
- 2. Account Type :**
- 3. Account Number :**
- 4. IFSC Code :**

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

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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In accordance with Notice Inviting Tender (NIT) No._____ Dated _____ for the work of _____ (herein after referred to as “the said Works”) for Rs._____ (Rupees _____ only), under RED unit 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 Notice Inviting Tender (NIT). 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 NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT 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 NIT 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 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 NIT 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.

