

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

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                     |                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                               | 09-09-2025 10:00:00                                                                                                                                                                                                                                                                               |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                              | 09-09-2025 10:30:00                                                                                                                                                                                                                                                                               |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                 | 90 (Days)                                                                                                                                                                                                                                                                                         |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                 | Pmo                                                                                                                                                                                                                                                                                               |
| विभाग का नाम / Department Name                                                                                              | Department Of Atomic Energy                                                                                                                                                                                                                                                                       |
| संगठन का नाम / Organisation Name                                                                                            | Irel (india) Limited                                                                                                                                                                                                                                                                              |
| कार्यालय का नाम / Office Name                                                                                               | Ho                                                                                                                                                                                                                                                                                                |
| कुल मात्रा / Total Quantity                                                                                                 | 2                                                                                                                                                                                                                                                                                                 |
| वस्तु श्रेणी / Item Category                                                                                                | Supply, Installation and commissioning of 2Nos of Water purifier cum cooler                                                                                                                                                                                                                       |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                         | Supply , Installation and commissioning of 2Nos of Water purifier cum cooler                                                                                                                                                                                                                      |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                        | Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2)                                                                                                                                                                                                                           |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Portable Water Purifiers or Filters</li> </ul>                                                                                                                                                                                                             |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)             | 1 Lakh (s)                                                                                                                                                                                                                                                                                        |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover       | No                                                                                                                                                                                                                                                                                                |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover | No                                                                                                                                                                                                                                                                                                |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                              | Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate<br>*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 |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No                                                                                                                                                                                                                                       |
| बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                     | 2                                                                                                                                                                                                                                        |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 7                                                                                                                                                                                                                                        |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | No                                                                                                                                                                                                                                       |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer                                                                                                                                                                       | Yes                                                                                                                                                                                                                                      |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                                                                                           |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 2 Days                                                                                                                                                                                                                                   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No                                                                                                                                                                                                                                       |
| Payment Timelines                                                                                                                                                                                                        | Payments shall be made to the Seller within <b>30</b> 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) |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                              |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                       |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                                                                                       |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

## एमआईआई खरीद वरीयता/MII Purchase Preference

|                                            |    |
|--------------------------------------------|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--------------------------------------------|----|

## एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. 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.

2. 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.

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.

## Supply, Installation And Commissioning Of 2Nos Of Water Purifier Cum Cooler ( 2 pieces )

### तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

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

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

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                            | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---------------------------------------------------------------|--------------------------------------------------------|------------------|---------------------------------|
| 1                 | Anil Kumar.V.A                                                | 683501,IREL (India) Limited;<br>UDYOGMANDAL,Ernakulam. | 2                | 30                              |

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

**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.

**अस्वीकरण/Disclaimer**

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:-

- 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.
- 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.**

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

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 कार्रवाई का आधार होगा।

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.

---धन्यवाद/Thank You---



**आईआरईएल (इंडिया) लिमिटेड**  
**IREL (India) Limited**  
(पूर्वमेंइंडियनरेअरअर्थ्सलिमिटेड 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/25-26/35599

## निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

### SCHEDULE OF TENDER (SOT)

|    |                       |                                                                                             |
|----|-----------------------|---------------------------------------------------------------------------------------------|
| a. | Description of supply | Procurement and installation of two nos. of Water Purifiers.                                |
| b. | Mode of tender        | Open tender invited in two parts.<br>Part-I: Techno-Commercial Bid<br>Part - II: Price Bid. |
| c. | Estimated Value       | Rs.2,99,998/- (all inclusive)                                                               |
| d. | Validity of Tender    | 90 days from the date of opening of Techno-Commercial bid.                                  |

### 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 Technical Specification / Scope of work related query | Smt . Jessy Stanly<br>Assistant Manager-HRM<br>(Establishment) | hrm-red@irel.co.in      | 9446346420                 |
| For Bid/tender related query                              | Shri. V A Anil Kumar<br>CM-Technical (Purchase)                | purchase-red@irel.co.in | 0484-2545199<br>9443482644 |
| For Consignment/Goods Transportation related query        | Shri. Sanjaykumar Vind<br>SM-Technical (Stores)                | stores-red@irel.co.in   | 91 8301997625              |
| For Payment/refund related query                          | Shri .Goutham Samui<br>CM- Finance (C & FV)                    | finance-red@irel.co.in  | 9497094368                 |



## 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:

14.0 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.

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](mailto:satyajeet.jathar@rxil.in)

**RXIL Relationship manager Mr Kirti musale :** +91 90048 17501 email: [kirti.musale@rxil.in](mailto:kirti.musale@rxil.in)

**DTX - KreDX Platform Private Limited (the 5<sup>th</sup> TReDX Platform) -** Registration Number- COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: [prathamesh.varose@kredx.com](mailto:prathamesh.varose@kredx.com)

Jason Chongtham: +91 -9600063327 email: [jason@kredx.com](mailto:jason@kredx.com)

### **M1xchange**

a) Registration Number -BUYER00047728

b) Contact Person: Mr. Ankit K. Singh, 9800250394, email: [ankit.singh@m1xchnage.com](mailto:ankit.singh@m1xchnage.com)

### **Invoice mart**

a) Entity ID/Registration Number- 1000036436

b) Contact Person: Mr. Amith Dutta, 8600179668, email: [Amit1.Dutta@invoicemart.com](mailto:Amit1.Dutta@invoicemart.com)

### **C2treds (C2FO)**

a) Registration Number: B0320250094

b) Contact Person: Ms. Monalisa, 9220407665, email: [monalisa.das@c2treds.com](mailto:monalisa.das@c2treds.com)

**IREL (India) Limited Unit Administrator Mr. V A Anil Kumar :** +91 9443482644 email : [purchase-red@irel.co.in](mailto:purchase-red@irel.co.in)

**IREL (India) Limited Nodal Officer Mr.**

**K.V.Ramakrishna:** +918104997177 email: [koramakrishna@irel.co.in](mailto:koramakrishna@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.

# **PART - I**

## **TECHNO-COMMERCIAL BID**

### **REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.**

| Sl. No. | Description                                                                                     | Up-loaded<br>Yes/No |
|---------|-------------------------------------------------------------------------------------------------|---------------------|
| 1       | Documents as per Pre-Qualification Criteria (Annexure - I)                                      |                     |
| 2       | Acceptance of SCOC & BOQ Signed & Seal Affixed (Annexure - II to IIA Page no.8 to 9)            |                     |
| 3       | Technical Deviation Statement Form duly filled Signed & Seal Affixed (Annexure-III Page No: 10) |                     |
| 4       | Duly filled Signed & Seal Affixed Documents (Annexure - IV to X (Page no.11 to 17)              |                     |
| 5       | Copy of GST & PAN Certificates.                                                                 |                     |
| 6       | Any other documents as per tender conditions.                                                   |                     |

**PRE-QUALIFICATION CRITERIA (PQC)**

1. Bidder should be OEM or authorised dealer/distributor for offered make of Water Purifier
2. Bidder should submit the copy of previous purchase order along with the proof of supply/tax invoice copy for Water Purifier along with the technical bid.
3. The bidder have to provide the copy of catalogue, specification & offered model along with the technical bid.

**FINANCIAL CAPACITY**

The average annual turnover of the contractor shall not be less than 89,999/- Rupees during the last three consecutive financial years ending on 31<sup>st</sup> March 2024./March 2025.

To verify the turnover, the bidder shall submit copies of the Audited Profit & Loss statement and balance sheet/CA certified turnover certificate for the last three financial years ending on 31<sup>st</sup> March 2024.

The interested bidders shall submit latest Income Tax return (ITR)/ Annual report containing balance sheet and statement of profit & loss account as a representation of their financial standing

**SPECIAL CONDITIONS OF CONTRACT (SCOC)****1.0 SCOPE OF SUPPLY**

- 1.1 Supply, Installation, testing and commissioning of 2 nos. of water purifier – cum - cooler as per Technical Specification and Bill of Quantities (BOQ).
- 1.2 The 2 nos. of water purifier- cum- cooler has to installed at different location of IREL (India) Limited at production building and administration building.

**2.0 DELIVERY PERIOD**

- 2.1 The entire material has to be supplied within 30 days from the date of order to General Stores, IREL (India) Limited, RE Division, Udyogamandal.
- 2.2 The supplier shall ensure that delivery of goods is accompanied by delivery note/ GST Invoice which shows the order details, date, and the type and quantity of goods including HSN Code.

**3.0 PAYMENT TERMS**

- 3.1 100% payment less statutory deductions applicable shall be released on completion of supply, installation and commissioning within 30 days.
- 3.2 The supplier is responsible and liable to remit all statutory dues, collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.
- 3.3 The successful bidder has to submit the following documents for releasing the payment.
- 3.3.1 Tax invoice / E-invoice/way bill of the supplier / supplier certified by EIC.
- 3.3.2 Any other documents as per EIC's instructions.

**4.0 WARRANTY**

One year warranty from the date of installation or 12 months from the date of supply (whichever is earlier)

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

Smt. Jessy Stanly, Assistant Manager (Establishment) will be the Officer-In-Charge.

**6.0 BILL OF QUANTITIES (BOQ)**

| Sl. No | Item Description                                                               | Unit   | Quantity |
|--------|--------------------------------------------------------------------------------|--------|----------|
| 1      | Water Purifier-cum-cooler as per Technical Specification attached annexure-IIA | Number | 2        |

**7.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER**

| Sl. No. | Item Description                                                               | GST in % | HSN Code |
|---------|--------------------------------------------------------------------------------|----------|----------|
| 1       | Water Purifier-cum-cooler as per Technical Specification attached annexure-IIA |          |          |

**TECHNICAL SPECIFICATION**

|    |                          |                                                                             |
|----|--------------------------|-----------------------------------------------------------------------------|
| 1  | Storage Tank - Warm      | 40 Liters                                                                   |
| 2  | Storage Tank - Normal    | 40 Liters                                                                   |
| 3  | Storage Tank - Cold      | 40 Liters                                                                   |
| 4  | Dynamic Monitor          | LCD Display                                                                 |
| 5  | Outer Body Material      | Full Body SS 204 cu                                                         |
| 6  | Storage Tank Material    | Food Grade Steel, SS 304                                                    |
| 7  | Weight                   | 100 Kgs                                                                     |
| 8  | Current in Amps          | 1 KW                                                                        |
| 9  | Operating Voltage        | 230 V 50HZ                                                                  |
| 10 | Power in Watts           | 1 KW                                                                        |
| 11 | Purification             | RO Purification                                                             |
| 12 | Purification Capacity    | 150 Liters/Hour                                                             |
| 13 | Pure Water Recovery      | Upto 100%                                                                   |
| 14 | Input Water TDS          | Upto 500 PPM                                                                |
| 15 | Sediment Filter          | Dedicated 10-micron 10" Filter                                              |
| 16 | Carbon Filter            | Activated Carbon Block-micron 20" Filter                                    |
| 17 | UV Modules               | 11 Watts                                                                    |
| 18 | PH Correction Cartridges | Yes                                                                         |
| 19 | Auto Sanitizer           | ESS- Electrolytic System Sanitizer, Protect Tank Water from Bacteria Growth |
| 20 | Product Certification    | Product Water meets CE, ISO                                                 |

**TECHNICAL DEVIATION STATEMENT FORM**

Tender No. / Date:

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<br>(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.



**"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<br>IREL (India) Limited<br>1207, V.S. Marg, Prabhadevi<br>Mumbai 400 028.<br>Ph: 022-24225778<br>E-mail:cmd@irel.co.in | Chief Vigilance Officer<br>IREL (India) Limited<br>1207, V.S. Marg, Prabhadevi<br>Mumbai 400 028.<br>Ph: 022-24221068<br>E-mail:cvo@co.gov.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 expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation Chief Manager- (Technical (Purchase)

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).....

**DECLARATION - NON-BLACKLISTING**

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

**CM -Technical (Purchase)  
IREL (India) Limited  
R E Division, Udyogamandal - 683 501  
KERALA**

Sir,

In response to the Bid Ref No.: \_\_\_\_\_ dated \_\_\_\_\_ 2023, I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency: -  
Authorized Signatory: -  
Seal of the Organization: -

Date:

Place:

**Bid Form: Eligibility Declarations**

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No.

Date:

**Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General financial Rules 2017.**

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: and solemnly certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature of the Bidder, with Official Seal)

**CONTRACTOR ENROLMENT/ REGISTRATION FORM**

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. INSURANCE DETAILS :

| ESI No. | Name of Insurance Company | Policy No. | Valid | Type of Policy | No. of persons covered |
|---------|---------------------------|------------|-------|----------------|------------------------|
|         |                           |            |       |                |                        |

5. LABOUR LICENSE DETAILS:

| Labour License No. | Address of Licensing Office | License Issuance Authority | Date of Expiry | Maximum No. of Laboure's as per License |
|--------------------|-----------------------------|----------------------------|----------------|-----------------------------------------|
|                    |                             |                            |                |                                         |

SIGNATURE OF CONTRACTOR

| VENDOR UP-DATION DETAILS |                                                                                                                                                                                             |            |     |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| SI #                     | Organisation Details                                                                                                                                                                        |            |     |
| 1                        | Name                                                                                                                                                                                        |            |     |
| 2                        | Address Type (sales office address/ office address/ Warehouse address/ factory address)                                                                                                     |            |     |
| 3                        | Building/House Number                                                                                                                                                                       |            |     |
| 4                        | Area/Street Name                                                                                                                                                                            |            |     |
| 5                        | City                                                                                                                                                                                        |            |     |
| 6                        | Pin Code                                                                                                                                                                                    |            |     |
| 7                        | State                                                                                                                                                                                       |            |     |
| 8                        | Contact Details                                                                                                                                                                             | Ph No:     |     |
|                          |                                                                                                                                                                                             | Mobile No. |     |
|                          |                                                                                                                                                                                             | Email:     |     |
| 9                        | Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)                  |            |     |
| 10                       | Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider) |            |     |
| 11                       | Copy of PAN card                                                                                                                                                                            |            |     |
| 12                       | GSTIN                                                                                                                                                                                       |            |     |
| 13                       | Audited copies of P&L for the last three years                                                                                                                                              |            |     |
| 14                       | Valid MSE Udyam registration certificate, if any.                                                                                                                                           |            | Yes |
|                          |                                                                                                                                                                                             |            | No  |
| 15                       | ISO Certification if any                                                                                                                                                                    |            |     |
| 16                       | Registered in GEM Portal                                                                                                                                                                    | Yes        | No  |
| 17                       | Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.                                                                                                     |            |     |
| <b>Bank Details</b>      |                                                                                                                                                                                             |            |     |
| 18                       | Name of bank:                                                                                                                                                                               |            |     |
| 19                       | Name of Bank Branch:                                                                                                                                                                        |            |     |
| 20                       | City/Place:                                                                                                                                                                                 |            |     |
| 21                       | Account Number:                                                                                                                                                                             |            |     |
| 22                       | Account Type:                                                                                                                                                                               |            |     |
| 23                       | IFSC Code:                                                                                                                                                                                  |            |     |
| 24                       | MICR Code:                                                                                                                                                                                  |            |     |

## GENERAL CONDITIONS OF CONTRACT (GCOC)

## Table of contents

| Sl No. | PARTICULARS                                                                                  |
|--------|----------------------------------------------------------------------------------------------|
| 1.1    | DEFINITION OF TERMS                                                                          |
| 1.2    | INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS                                             |
| 1.3    | SPECIAL CONDITIONS OF CONTRACT                                                               |
| 2.1    | FORMATION OF CONTRACT                                                                        |
| 2.2    | SIGNING OF AGREEMENT                                                                         |
| 2.3    | ADDENDA/ CORRIGENDA                                                                          |
| 2.4    | SITE VISIT                                                                                   |
| 2.5    | CONFLICT OF INTEREST                                                                         |
| 2.6    | ABNORMAL RATES                                                                               |
| 2.7    | GENERAL OBLIGATIONS OF SERVICE PROVIDER                                                      |
| 2.8    | SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL                                                |
| 2.9    | SERVICE PROVIDER'S EMPLOYEES / PERSONNEL                                                     |
| 2.10   | CONTRACT PERFORMANCE SECURITY (CPS):                                                         |
| 2.11   | FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT                |
| 2.12   | SERVICE PROVIDER REMAINS LIABLE TO PAY<br>COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.11 |
| 2.13   | CHANGE IN CONSTITUTION                                                                       |
| 2.14   | TERMINATION OF CONTRACT                                                                      |
| 2.15   | AMOUNT PAYABLE IN CASE OF TERMINATION:                                                       |
| 2.16   | MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE                                              |
| 2.17   | EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS                                               |
| 2.18   | FORCE MAJEURE                                                                                |
| 2.19   | LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT                                         |
| 2.20   | ASSIGNMENT/SUBLET                                                                            |
| 2.21   | DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE                                          |
| 2.22   | NO WAIVER OF RIGHTS                                                                          |
| 2.23   | CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER                |
| 2.24   | LANGUAGE AND MEASURES                                                                        |
| 2.25   | RELEASE OF INFORMATION                                                                       |
| 2.26   | COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT                                |
| 2.27   | INDEPENDENT CAPACITY                                                                         |
| 2.28   | NOTICE                                                                                       |
| 2.29   | CONFIDENTIALITY                                                                              |
| 2.30   | INTELLECTUAL PROPERTY RIGHT                                                                  |
| 3.1    | EXECUTION OF SERVICES                                                                        |
| 3.2    | CHANGES IN SERVICES                                                                          |
| 3.3    | ACTION AND COMPENSATION IN CASE OF POOR SERVICE                                              |
| 3.4    | SUSPENSION OF SERVICES                                                                       |
| 3.5    | DEFECTS LIABILITY PERIOD                                                                     |
| 3.6    | LIMITATION OF LIABILITY                                                                      |
| 3.7    | INDEMNITY                                                                                    |
| 3.8    | DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY                                              |
| 4.1    | DEDUCTION FROM THE CONTRACT PRICE                                                            |
| 4.2    | SCHEDULE OF RATES AND PAYMENTS                                                               |
| 4.3    | PROCEDURE FOR BILLING OF SERVICES:                                                           |
| 4.4    | NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS                                                     |
| 4.5    | INSURANCE                                                                                    |
| 4.6    | TAXES AND DUTIES                                                                             |
| 4.7    | INCOME TAX                                                                                   |
| 4.8    | STATUTORY VARIATIONS:                                                                        |
| 5.1    | LABOUR LAWS                                                                                  |
| 5.2    | SAFETY REGULATIONS                                                                           |
| 5.3    | FIRST AID AND INDUSTRIAL INJURIES                                                            |
| 5.4    | GENERAL RULES                                                                                |
| 5.5    | CARE IN HANDLING INFLAMMABLE GAS                                                             |
| 5.6    | PRESERVATION OF PLACE                                                                        |
| 5.6    | ENVIRONMENT                                                                                  |
| 6.0    | RESOLUTION OF DISPUTES/ ARBITRATION                                                          |

Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 34

Signature &amp; Seal of the Tenderer

Dated:

Signature and seal of the contractor

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

2.0 **SELLER TO INFORM:**  
The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

3.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

3.1 Words imparting the singular only also include the plural and vice versa where the context requires so; words imparting persons include firms or corporations and vice versa where the context requires.

3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context requires so.

3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.

3.4 In case conflicting statements or directives occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL to eliminate the conflict.

3.5 The successful bidder shall notify IREL, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the purchase order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL.

3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

4.0 **Country of Origin:** For purposes of this Clause “Origin” means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.1 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.

SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

#### **STANDARDS**

The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

#### **Instructions, Direction & Correspondence**

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

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.

#### **Contract Obligations:**

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

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

#### **Modification in Contract:**

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

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

#### **Patent Rights, Liability & Compliance of Regulations:**

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

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

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

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

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

#### **Inspection, Testing & Expediting**

The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.

Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.

Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

#### **Inspection & Rejection of Materials by consignees:**

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

#### **Time Schedule & Progress Reporting**

Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

- Signature and seal of the contractor

SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings, data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, for taking the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

#### **PERFORMANCE GUARANTEE OF EQUIPMENT**

SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the functions specified under the CONTRACT.

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.

If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

#### **Prices:**

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid. The price indicated in the Purchase Order is firm and not subject to alteration on any account unless specified otherwise in the terms and conditions of Purchase Order. However, in case of delayed delivery, price reduction clause shall apply.

#### **Subletting and Assignment:**

The SELLER shall not without previous consent in writing of the PURCHASER, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the SELLER from any obligation, duty or responsibility under the contract.

#### **Time as Essence of Contract:**

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

#### **Delays in The Seller's Performance:**

If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges;
- Or
- ii) i) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or  
iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

Any un-excusable delay by the SELLER or his subcontractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of Liquidated Damages for delay in delivery, termination of the contract for default and purchase from another source at the risk and cost of the SELLER.

**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.

#### **Deductions shall apply as per following formula:**

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

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.

In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

#### **Rejections, Removal of Rejected Equipment & Replacement**

Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

#### **Termination for Default**

In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days. The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER

In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 24.1.1 the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

In case of termination of CONTRACT herein set forth (under clause 24) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be blacklisted/ Debarred as per prevailing guidelines.

#### **Termination for Insolvency**

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

#### **Force Majeure**

- Page 22 of 24

- 31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.
- c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 31.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked in writing.
- 31.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the SELLER has been wholly acquitted by a court of law.
- 32.0 **Secrecy**  
The SELLER shall not at any time during the pendency of the contract or thereafter disclose any information furnished to them by PURCHASER or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of PURCHASER except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.
33. **General**  
33.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail. Any specific Terms / Conditions mentioned in PO will supersede this GCC.
- 33.2 Losses due to non-compliance of Instructions: Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
- 33.3 Recovery of sums due: All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the contract, SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 33.4 Payments, etc. not to affect rights of the PURCHASER: No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 33.5 Cut-off Dates : No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 33.6 Paragraph heading: The paragraph heading in these conditions shall not affect the construction thereof
- 34.0 **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.

**MANDATE FORM****ELECTRONIC CLEARING SERVICE (DIRECT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS)  
FACILITY FOR RECEIVING PAYMENT****A DETAILS OF ACCOUNT HOLDER:-**

|                                    |  |
|------------------------------------|--|
| <b>NAME OF ACCOUNT HOLDER</b>      |  |
| <b>COMPLETE CONTACT ADDRESS</b>    |  |
| <b>TELEPHONE NUMBER/FAX/E-MAIL</b> |  |

**BANK ACCOUNT DETAILS:-**

|                                                                                      |  |
|--------------------------------------------------------------------------------------|--|
| <b>BANK NAME</b>                                                                     |  |
| <b>BRANCH NAME WITH COMPLETE ADDRESS,<br/>TELEPHONE NUMBER AND E-MAIL</b>            |  |
| <b>WHETHER THE BRANCH IS COMPUTRISED</b>                                             |  |
| <b>WHETHER THE BRANCH IS RTGS ENABLED?<br/>THEN<br/>WHAT IS THE BRANCH IFSC CODE</b> |  |
| <b>TYPE OF BRANCH ALSO NEFT ENABLED?</b>                                             |  |
| <b>TYPE OF BANK ACCOUNT (SB/CURRENT/CASH<br/>CREDIT)</b>                             |  |
| <b>COMPLETE BANK ACCOUNT NUMBER(LATEST)</b>                                          |  |
| <b>MICR CODE OF BANK</b>                                                             |  |

**DATE OF EFFECT-**

I hereby declare that the particulars given above are correct and complete if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

**(Signature of Customer)**

**Certified that the particular furnished above are correct as per correct as per our records**

**(Bank's Stamp)****Date****(Signature of Bank Officer)**