

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	15-09-2025 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	15-09-2025 15:30:00
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	7
वस्तु श्रेणी / Item Category	100179712 , 100179714 , 100179716 , 170137414 , 170137431
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Spares for Centrifugal slurry pump
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Centrifugal Pump for Alkylate (IOCL), Refrigerated Centrifuge For General And Research Purpose, Centrifugal Pump for Hydrocarbon (IOCL), Submersible Pumps for Slurry Application, Centrifugal Pump for Water Service (IOCL), Non Refrigerated Centrifuge for General Purpose and research, Centrifugal Pump for Caustic Services (IOCL), Centrifugal Vacuum Residue Pump (IOCL), Centrifugal Pump for Liquid Handling (IOCL), Vertical Multistage Centrifugal Pump
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Horizontal Single Stage Centrifugal Pump (NTPC)
बीओक्यू शीर्षक / BOQ Title	Spars for Centrifugal slurry pump
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	1
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
प्राथमिक उत्पाद श्रेणी/Primary product category	100179712
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
अनुमानित बिड मूल्य /Estimated Bid Value	110021
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.

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

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

100179712

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	105

100179714

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	105

100179716

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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%

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	105

170137414

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	2	105

170137431**तकनीकी विशिष्टियाँ /Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	2	105

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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. 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:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
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
(पूर्वमेंडिंडियनरेअरअर्थ्सलिमिटेड 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/25-26/35233/

निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

a.	Description of supply	Spares for Centrifugal Slurry Pump
b.	Mode of tender	Open tender invited in two parts. Part-I: Techno-Commercial Bid Part - II: Price Bid.
c.	Estimated Value	Rs 1,10,021/- (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, commercial terms and conditions and documents sought in the tender, **except the price and relevant financial details.**

PART-II "Financial bid":

It contains the price quotation along with other financial details.

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

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

CONTACT PERSONS OF TENDERING AUTHORITY

Purpose	Name	E-mail ID	Contact No.
For Bid/tender related query	Shri. V.A,Anilkumar CM-Technical (Purchase)	purchase-red@irel.co.in	0484-2545199
For Technical Specification / Scope of work related query	Shri. Anurag Pandey DM Technical (Mech-Maint))	maintenance-red@irel.co.in	7376933780
For Consignment/Goods Transportation related query	Shri. Sanjaykumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Shri, Goutham samui CM -F(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:

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

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

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

15.0 RXIL (TReDS) PLATFORM

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

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

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

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 *email:* satyajeet.jathar@rxil.in

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

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) – Registration Number- COL75X754M2W
Prathamesh Varose: +91 -8600273564 *email:* prathamesh.varose@kredx.com
Jason Chongtham: +91 -9600063327 *email:* jason@kredx.com

M1xchange

- Registration Number –BUYER00047728
- Contact Person: Mr. Ankit K. Singh, 9800250394, *email:* ankit.singh@m1xchnage.com

Invoicemart

- Entity ID/Registration Number- 1000036436
- Contact Person: Mr. Amith Dutta, 8600179668, *email:* Amit1.Dutta@invoicemart.com

C2treds (C2FO)

- Registration Number: B0320250094
- Contact Person: Ms. Monalisa, 9220407665, *email:* monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 *email :* purchase-red@irel.co.in
IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 *email:* kvramakrishna@irel.co.in

PRE-QUALIFICATION CRITERIA (PQC)

1. The bidders shall be OEM or Authorized dealer of Warman Make Pumps. Documentary evidence for OEM or in case of authorised dealer, valid authorized dealership certificate shall be submitted.
2. The bidder shall submit the copy of Purchase Order and corresponding tax Invoice copy for Supply of Warman Make Pumps/ Spares for Warman make Pumps
3. **FINANCIAL CAPACITY**

The average annual turnover of the contractor shall not be less than Rs.33,006/- during the last three consecutive financial years ending on 31st March 2024.

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 31st March 2024.

PART - I

TECHNO-COMMERCIAL BID

REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	Documents as per Pre-Qualification Criteria (Annexure - I)	
2	Acceptance of SCOC & BOQ Signed & Seal Affixed (Annexure - II , Page no.7 to 8)	
3	Technical Deviation Statement Form duly filled Signed & Seal Affixed (Annexure-III Page No: 9)	
4	Duly filled Signed & Seal Affixed Documents (Annexure - IV to VIII (Page no.10 to 15)	
5	Copy of GST & PAN Certificates.	
6	Any other documents as per tender conditions.	

Annexure-II

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF SUPPLY

Party has to supply the material as per Technical Specification and Bill of Quantities (BOQ).

1.1 Technical specification

Spares for Warman Make Slurry Pump Model :3/2 CAH Butyl Rubber Lined Pump

2.0 DELIVERY PERIOD

2.1 The entire material has to be supplied within 105 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 and acceptance 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 supplier has to submit the following documents for releasing the payment.

3.1 Tax invoice / E-invoice/ way bill of the supplier / supplier certified by EIC.

3.2 Any other documents as per EIC's instructions.

4.0 WARRANTY

The items supplied must have warranty of 12 months from the date of supply at IREL's store.

5.0 OFFICER-IN-CHARGE (OIC)

Shri. Anurag Pandey DM –Tech (Mech-Maint) will be the Officer-In-Charge.

6.0 BILL OF QUANTITIES (BOQ)

Sl. No	Item Description	Unit	Quantity
1	IMPELLER PART NO C2127S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER LINED	Number	1
2	COVER PLATE LINER PART NO C2017S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER	Number	1
3	FRAME PLATE LINER PART NO C2036S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER	Number	1
4	IMPELLER O RING PTNO.C217S10 (SP.FOR 3/2 WARMAN PUMP) - IMPELLER O RING PTNO.C217S10 (SP.FOR 3/2 WARMAN PUMP)	Numbers	2
5	SHAFT SLEEVE O RING C109S10 (3/2 CAH Warman pump spare)	Numbers	2

7.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Item Description	GST in %	HSN Code
1	IMPELLER PART NO C2127S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER LINED		
2	COVER PLATE LINER PART NO C2017S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER		
3	FRAME PLATE LINER PART NO C2036S21 WARMAN PUMP MODEL 3/2 CAH BUTYL RUBBER		
4	IMPELLER O RING PTNO.C217S10 (SP.FOR 3/2 WARMAN PUMP) - IMPELLER O RING PTNO.C217S10 (SP.FOR 3/2 WARMAN PUMP)		
5	SHAFT SLEEVE O RING C109S10 (3/2 CAH Warman pump spare)		

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

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

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

IREL Bank Details

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

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

Bidders (Pl. Provide the details):

1. Name of the Bank :

2. Account Type :

3. Account Number :

4. IFSC Code :

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

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

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

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.

SCOPE OF CONTRACT:

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.

5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

6.0 STANDARDS

7.0 Instructions, Direction & Correspondence

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

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

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

8.0 Modification in Contract:

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

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

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

9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the

10.0 Inspection, Testing & Expediting

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

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

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

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

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

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

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

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

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

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

11.0 Time Schedule & Progress Reporting

11.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress

Signature and seal of the contractor

17.2	<u>PERFORMANCE GUARANTEE OF EQUIPMENT</u>
17.2.1	SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the functions specified under the CONTRACT.
17.2.2	If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
17.2.3	If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

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

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

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

21.0 **Delays in The Seller's Performance:**
If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

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

22.1 **Liquidated Damages Schedule for Delayed Delivery** Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

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

22.2 In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

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

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

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

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

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

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

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

24.1 Termination for Default

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

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

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

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

24.2 Termination for Insolvency

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

25.0 Force Majeure

25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT. Force Majeure shall mean and be limited to the following:

- a) War/hostilities
b) Riot or Civil commotion
c) Earthquake, flood, tempest, lightening or other natural physical disaster.
d) Restrictions imposed by the Government or other Statutory bodies which prevent or delay the execution of the Contract by the SELLER.

25.2 If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures.

25.3 If a Force Majeure situation arises, the SELLER shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the SELLER shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side.

26.0 Resolution of Disputes/ Arbitration:

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

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

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

26.4 Arbitration:

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

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

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

d) The seat of arbitration will be at Mumbai and language thereof shall be English.

e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

f) The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.

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

27. Taxes & Duties

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

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

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

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

28. **Permits & Certificates**

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

29. **Fall Clause**

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

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

a) Exports by the Contractor/Supplier or

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

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

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

30.0 Limitation of Liability

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

31.0 Method of blacklisting vendors

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

31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either techno-commercial and / or price) or withdraw his bid after receipt of the same and during the validity period of bid.

31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :

a. If security considerations including question of loyalty to the state so warrant.

b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.

c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

- 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:-**

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/E-MAIL	

BANK ACCOUNT DETAILS:-

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

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)