

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	29-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-05-2026 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	17
वस्तु श्रेणी /Item Category	Title1 , Title2 , Title3 , Title4 , Title5 , Title6 , Title7 , Title8 , Title9 , Title10 , Title11 , Title12 , Title13 , Title14
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MSFRP Tank
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Accelerated Curing Tank, Environmental Chamber, CADAVER STORAGE TANK, Canvas Water Tank, Automatic Tank Gauging System (V2), Vacuum Pump, FRP Storage Tank (V2), Tank Mule MK-4 (Defence), MSRL Acid Storage Tank (NTPC), Rotational Moulded Polyethylene Water Storage Tanks (V3) Conforming to IS 12701
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> MSRL Acid Storage Tank (NTPC)
बीओक्यू शीर्षक /BOQ Title	Replacement of MSFRP Tank
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	35 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 मेनू है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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	Title1
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	13570000
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

बिड विवरण/Bid Details

वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/ Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/ Advisory Bank	State Bank of India
ईएमडी राशि/ EMD Amount	230000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/ Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	14

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

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

लाभार्थी /Beneficiary :

DGM-Finance
IREL (India) Limited, RED, Udyogamandal
(Shri. Gautham Samui)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

4. 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.

5. 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.

Title1

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

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	240

Title2

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

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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	240

Title3

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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BOQ Detail Document[View File](#)

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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	240

Title4

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

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

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100%	100%

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

क्र.सं./S.N o.	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	240

Title5

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

तकनीकी विशिष्टियाँ /Technical Specifications

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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 o.	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	240

Title6

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

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100%	100%

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

क्र.सं./S.N o.	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	240

Title7

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

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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	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	240

Title8

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

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.N o.	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	240

Title9

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

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	240

Title10

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

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	240

Title11

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

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.N o.	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	240

Title12

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

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	240

Title13

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

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	240

Title14

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

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.N o.	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	240

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 (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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



TECHNOLOGIES FOR
NEW INDIA @7
5

आज़ादी का अमृत
महोत्सव

IREL/RED/P/26-27/S&I 3

निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

a.	Description of supply	Replacement of MSFRP Tank 5 Nos
b.	Mode of tender	Open tender invited in two parts. Part-I: Techno-Commercial Bid Part - II: Price Bid.
c.	Estimated Value	Rs.1,35,70,000 /- (Inclusive of all)
d.	Earnest Money Deposit (EMD)	Rs 2,30,000/-
e.	Validity of Tender	90 days from the date of opening of Techno-Commercial bid.
f.	Contact details of tender inviting authority	HOD (Purchase) IREL (India) Limited, R E Division, Udyogamandal - 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

NOTE

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

. BIDDING SYSTEMS

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

PART-I “Techno-commercial bid”:

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

PART-II “Financial bid”:

It contains the price quotation along with other financial details.

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

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

CONTACT PERSONS OF TENDERING AUTHORITY

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	Shri. Amith P C DM-Technical (Production)	production-red@irel.co.in amith.pc@irel.co.in	8754559102
For Bid/tender related query	Shri. V A Anil Kumar DGM- Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment/Goods Transportation related query	Shri. Girish D Babu CM-Technical (Stores)	stores-red@irel.co.in	9447912190
For Payment/refund related query	Shri. Goutam Samui, DGM-Finance	finance-red@irel.co.in	0484-2546909

EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

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

GUIDELINES FOR PROCUREMENT FROM MSEs

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

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

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

14.0 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

a.Registration Number –BUYER00047728

b. Contact Person: Mr. Ankit K. Singh, 9800250394, *email:* ankit.singh@m1xchnage.com

Invoicemart

a.Entity ID/Registration Number- 1000036436

b. Contact Person: Mr. Amith Dutta, 8600179668, *email:* Amit1.Dutta@invoicemart.com

C2treds (C2FO)

a.Registration Number: B0320250094

b. 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

15.0 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

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

1.0 SECURITY DEPOSIT (PERFORMANCE SECURITY) & PERFORMANCE BANK GUARANTEE

- 1.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:
- a) For supply & service contract valued more than Rs.5 lakhs. Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations/ defect liability period (DLP).
- 1.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.
- 1.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 1.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.
- 1.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

2.0 RETENTION MONEY

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

3.0 SECURITY DEPOSIT & RETENTION MONEY

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

4.0 REFUND OF SD & RETENTION MONEY

- a) Before releasing SD or retention money in respect of supplies/works, a "No Dues Certificate" shall be issued by EIC/ OIC duly countersigned by Head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.
- b) EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/ warranty/ performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.
- c) On receipt of "no dues certificate" from EIC/OIC, SD or retention money may be refunded at the earliest, if the contractor is not liable to pay any money to IREL under any other contract

5.0 **FORFEITURE OF SD & RETENTION MONEY**

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

- (i) In case of any failure whatsoever on the part of the Supplier/ Contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the Supplier/ contractor indulges at any time in any subletting/ subcontracting of any portion of the work without approval of IREL

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	Duly filled ,signed and seal affixed IREL Tender Document (Annexure - II to XIV)	
3	Technical Deviation Statement Form duly filled Signed & Seal Affixed	
4	Copy of GST & PAN Certificates.	
5	Proof of submission of EMD / valid exemption certificate (if applicable).	
6	Any other documents as per tender conditions.	

Note: No relaxation will be given in PQ criteria, considering the critical nature of the work.

PRE -QUALIFICATION CRITERIA (POC)

1.0 TECHNICAL COMPETENCY:

- 1.1 Bidder should have supplied MSFRP/CSFRP tanks as per detailed below during last 7 years ending 31st March, 2026 to any Govt. Organizations/PSU/CPSU/reputed private organizations.
- 1.2 Bidder has to submit the following documents in support of work completion as mentioned below
- a) Bidder has to submit the copy of Work order/purchase order of similar work along with receipt of payment
- or
- b) Bidder has to submit the copy of Work order/purchase order and completion certificate of similar work indicating order value, scope of supply is to be furnished
- or
- c) The bidder along with the copies of purchase order(s) may submit certificate(s) from practising chartered accountants stating the payments received for completed works as the case may be, along with declaration on the letter head of the bidder in respect of the supply specified in Pre-Qualification Criteria
- 1.3 Party should have done similar work of value above Rs 57.5lakh (Excluding GST)

Definition of similar work: The order should cover supply, erection and commissioning of at least one number of MSFRP/CSFRP tank with agitator assembly of minimum 18 M³ capacity.

2.0 FINANCIAL CAPACITY

The average annual turnover of the contractor shall not be less than Rs.34.5 lakh during the last three consecutive financial years ending on 31st March 2025.

To verify the turnover, the bidder shall submit copies of the Audited Profit & Loss statement for the last three financial years ending on 31st March 2025.

3.0 SITE VISIT

Dismantling, fabrication, erection and commissioning of tanks is site specific work and without site visit exact assessment of work cannot be done. Hence site visit is mandatory. Party has to submit proof of site visit.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

The scope includes dismantling of existing of four nos. conical bottom MSFRP tanks (one no. of 60 M3, one no. of 30 m3, two numbers of 18 M3) and one nos flat bottom MSFRP tank (26 M3), fabrication, supply, erection and commissioning of four nos. conical bottom MSFRP tanks (one no. of 60 M3, one no. of 30 m3, and two numbers of 18 M3), and one flat bottom MSFRP tank (26 M3) with agitator and all accessories in place of dismantled tanks, repair of damaged leg footing as per scope of work and technical requirements detailed below.

2.0 DETAILS OF WORK

The scope of work includes but not limited to:

- 2.1 The successful bidder has to submit the schedule of each work in coordination with EIC
- 2.2 The bidder is advised to visit the site before quoting. Any clarification, if required, can be obtained from the EIC of the work.
- 2.3 The fabrication drawings and tank leg foundation drawings are to be submitted within 20 days of acceptance of order. Party has to commence the fabrication work only after approval of drawing by IREL.
- 2.4 Fabrication will be as per technical specification and attached tentative drawings. The technical requirements and drawings provided in the tender are only indicative and not descriptive and the contractor shall ensure that the whole system supplied is complete in all respects for the smooth operation of the plant and should be suitable for the rated performance.
- 2.5 Party shall dismantle the existing five nos. of MSFRP tanks with accessories before erection of the new tanks as per instruction of EIC.
- 2.6 **Fabrication** of all five MS tanks in segments as appropriate as per site condition to fix at the place of existing tanks to be replaced. Fabrication will be as per technical specification and approved drawings. **The technical requirements and drawings provided in the tender are only indicative and not descriptive and the contractor shall ensure that the whole system supplied is complete in all respects for the smooth operation of the plant and should be suitable for the rated performance.**
- 2.7 All materials including MS sheet required for fabrication, erection and commissioning will be under the contractor's scope.
- 2.8 **Supply** of fabricated MS tanks with all accessories such as agitator complete with housing bridge, motor, reduction gear, grid plates and supports bearings, bearing housing, couplings, leg and leg supports with base plates, etc.
- 2.9 **Dismantling** of existing five nos. of MSFRP tanks with all accessories such as agitator complete with housing bridge, motor, reduction gear, bearings, bearing housing, couplings, lug and leg supports with base plates, etc. and shifting the same at designated place as per instruction of EIC.
- 2.10 Opening of all flanges, pipes, fittings, electrical connections, instrument connections, asbestos sheets etc. and cutting of tank platforms, supports, and foundations if any required for dismantling the existing tank. Re-fixing of the same / new one after erection of the tanks, if required for operation of the tanks as per instruction of EIC.
- 2.11 **FRP lining** to be done for the five new fabricated tanks as per technical specifications
- 2.12 **Erection** of five nos. of MSFRP tanks with all accessories such as agitator complete with housing bridge, motor, reduction gear, bearings, bearing housing, couplings, lug and leg supports with base plates, etc. in place of dismantled tanks.
- 2.13 The items dismantled if found in good condition may be reused as per the instruction of EIC.
- 2.14 The bidder has to fabricate and lay new pipelines and fittings suiting to the newly installed tanks as per the instruction of EIC. All the pipes at site are of HDPE material. The pipes and pipe fittings (like bends, ends, flanges, Tee, nut & bolts etc.) including valves shall be provided by IREL. The pipeline provided may be new or from the dismantled lines.
- 2.15 All the pipes and cables used for the above work shall be supported by pipe rack and cable rack as per the instruction of EIC.
- 2.16 **Any other works** required for erection of the tank such as modification of the civil foundation, civil

structures, tank platform, connected pipelines to the tanks etc., removal of electrical connection, instrumentation works etc. is under the scope of the contractor.

- 2.17 **Any civil, mechanical, electrical works** which are not mentioned in the scope of work but required for dismantling & shifting of the existing tanks, erection and commissioning of the new tanks in place of dismantled one is under the scope of the contractor.
- 2.18 Bidder shall provide consumable materials, Cranes, ladders, platforms, temporary supports and other necessary facilities required for the handling and erection of the equipment supplied under the Contract.
- 2.19 Unless otherwise provided in the Contract, the contractor shall arrange all construction / erection equipment/vehicle, welding equipment, erection and lifting tools and tackles, instruments and appliances required for the fabrication and erection work.
- 2.20 Bidder shall provide necessary supervisory personnel (Supervisor shall have minimum qualification as mentioned in 6.0), skilled labour having minimum qualification of ITI and unskilled labour, including electrical personnel with approved license as per Indian Electricity Rules 1956 as amended from time to time, to ensure that the whole of the fabrication and erection work is completed in all respect within the period specified in the Bidder. The bidder shall ensure, when local laws require, the concerned employees obtain and hold certificates of competency for their work from the competent authority.
- 2.21 Bidder shall provide all the material, scaffolding, tools and machineries, equipments required for cutting of existing tank foundation and for providing new foundation. Any work related to cutting of existing tank foundation and for providing new foundation is under bidder's scope
- 2.22 The project being Turn-key in nature, party has to carry out all other works including mechanical, electrical, civil works, etc. associated with this work but not mentioned in the tender.
- 2.23 **Commissioning and performance testing** of the tank. Bidder's representative must be present during performance testing.
- 2.24 Any leakage observed during the commissioning stage has to be rectified by the contractor without extra cost of IREL
- 2.25 Good and standard engineering practice has to be followed.
- 2.26 Contractor has to provide Material Test Certificate along with the supply of tanks or during the erection of the tanks

Detailed technical specification is enclosed.

Note: All materials such as MS Structural steels, MSFRP Tanks, Agitator, Accessories of Agitator System, Cutting tools and materials required for dismantling etc. that are under the scope of supply of Contractor shall be permitted from the IREL's main security gate only after the approval of EIC and Security Officer of IREL.

3.0 **SCOPE OF IREL**

Electricity at 440V three phase and water will be made available to the contractor on free of charge at a single point within 100 meters of the work site required for the execution of the work. The contractor shall arrange for further distribution at his own cost following the safety regulations of IREL. The contractor shall ensure that these are not misused or wasted.

4.0 **SCOPE OF CONTRACTOR**

Contractor has to supply all the necessary tools and tackles, scaffoldings, temporary supports, welding machine and electrodes, gas cutting machine with gas cylinders, HDPE welding mirrors, MS nuts and bolts of HDPE flanges and valves, grinders etc. required for fabrication, erection and commissioning. All Safety Equipment and PPEs, etc., and all other materials required for the work has to be brought by the contractor. Any other work not mentioned in scope of IREL, but necessary to complete the project will be under the scope of the contractor.

5.0 **OTHERS TERMS & CONDITIONS**

- 5.1 The entire work is planned to be executed at different independent location. The Contractor shall depute adequate manpower (skilled, semiskilled & unskilled) to carry out the work in all the work fronts for timely completion of works. IREL reserves the right to increase or decrease the workmen requirement based on the work front
- 5.2 The Contractor shall depute one supervisor to carry out the work in the operating plant in a safe manner as per the Rules and Guidelines issued by the IREL's Safety Department.

- 5.3 The Supervisors shall report to EIC daily at 8:00am for job allocation in various plants. The supervisor shall coordinate with EIC to execute the work in safe manner without affecting the process operation/ requirement.
- 5.4 Depending on the requirement of the work as per the instruction of EIC, contractor shall have to depute additional workers as and when required. The contractor shall depute the workmen on all working days (except Sunday, public holidays etc.) from 8:00am to 4:00pm. The working time will be extended as per the site requirement and instruction of the EIC in order to complete the work in time. The contractor can depute their work force on Sunday, public holidays depends on the requirement, on prior permission/ approval from the EIC.
- 5.5 The Supervisor has to maintain daily attendance register for the workmen reporting for duty. The Supervisor shall also maintain Hindrance register on daily basis. The contractor should avoid changing the workforce deputed under this contract frequently/ daily to ensure safety, security and timely completion of work.
- 5.6 The contractor shall maintain log book/measurement register mentioned the supply and execution part of the work on daily basis and countersigned by EIC. Progressive bill shall be released based on the measurement register.
- 5.7 All the stated works are to be carried out while the plant is in operation. Supervisor shall take clearance for isolation of equipment/pipe lines etc. from EIC before commencement of the work.
- 5.8 Any material/ works not mentioned in the details of the work but required for the successful completion of the entire work shall be under the scope of contractor.
- 5.9 The bidder at his own expenses shall arrange all necessary temporary workshops, stores, consumables, offices, etc. required for the proper and efficient execution of the work. The planning, setting and erection of these buildings shall have the approval of the Engineer and the Contractor shall at all times keep them tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer.

6.0 QUALIFICATION & EXPERIENCE

- 6.1 Supervisor (Mechanical/Civil/Chemical)-B. Tech Degree in Mechanical/Chemical/Civil Engineering with minimum 1 year experience/Diploma in Mechanical/Chemical/Civil Engineering with minimum 2 year's experience in mechanical/civil/chemical maintenance of chemical industries.
- 6.2 Welder/Fabricator/Electrician- ITI Passed (Welder/Fabricator/Fitter/Sheet Metal/Electrical Trade) with minimum 1 years' experience OR person with 2 years' experience in arc welding, gas welding and gas cutting works connected with fabrication / mechanical maintenance works/ electrical maintenance works in any industry
- 6.3 Fitter/Rigger- ITI Passed (Fitter/Rigger Trade) with minimum 1 years' experience in mechanical maintenance of any industries with multi craft skills OR person with minimum 2 years' experience in fabrication / mechanical maintenance works of any industry with multi craft skill like fitting, welding, gas cutting and rigging.

7.0 SAFETY & HOUSEKEEPING

- 7.1 The Supervisors and Workmen engaged by the Contractor for the work shall undergo one day Safety training conducted by company's safety department before the commencement of the field work.
- 7.2 The contractor is fully responsible for carrying out the work in a safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IREL safety department.
- 7.3 Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work. Every effort must be taken to ensure that normal production should not be affected due to the works carried out under this contract.
- 7.4 The work must be carried out under close supervision and without causing any damage/hindrance to the existing structure or equipment and other activities in the surrounding areas.
- 7.5 The work spot shall be cleared of the waste materials /debris on daily basis. On completion of the work all working implements, scaffoldings, excess materials, etc., if any must be removed from site immediately.
- 7.6 Proper covering should be provided to prevent any foreign impurities from contaminating other tanks/products by covering the nearby tank/equipment by tarpaulin or any other arrangement.
- 7.7 The contractor has to ensure proper ventilation and illumination on tanks/equipment before starting the allocated works in plants.
- 7.8 The Contractor must provide Personal Protective Equipment for their workmen suitable for the working environment and also as per the advice of the Safety-in-charge/Engineer-in-charge. All tools & tackles and

working implements such as ladders, welding machines, gas cutting machines, drilling machines, angle grinder, welding mirrors, extension boards, scaffolding materials, etc. shall be shown to safety department for competent person approval before executing the work. The list of tools & tackles and working implements approved by safety Department shall be submitted to the EIC.

- 7.9 The scaffolding used for height work shall be of Mild steel tubular type with base plate, boards and necessary bracings and working platform must be provided with hand rails. Materials used must be of good quality and strength. Safety net shall be provided wherever the work is carried out at height of more than 3 metres. Also, safety net shall be provided below the working platform of the scaffolding while work is being carried out at height. Double lanyard safety belt shall be used while working at height and the hook shall be clamped at different locations on the lifeline/ rigid structures.
- 7.10 Electrical extension boards are to be fitted with safety devices like ELCB/RCCB, MCB, etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked industrial socket. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the loads to be connected. Poor insulated cables and too many joints on the cable shall be avoided.
- 7.11 Flash back arrestors shall be provided in both the torch side and the cylinder side of all gas cutting equipment. Gas cylinders used for cutting and welding operations shall be mounted on the trolley.

8.0 VARIATION OF QUANTITY

Quantities stated are approximate. The contractor must be willing to accept any variation in individual item quantities and the unit quoted rates shall remain unchanged. The company reserves the right to cancel any part of the work if the same is not required at the time of implementation of the work. The contractor has to quote as per Price Schedule/BOQ.

9.0 SAFETY TO BE FOLLOWED AT SITE FOR HEIGHT WORK ABOVE 3 M HEIGHT

- 9.1 **Vertical Lifeline attached with Personal fall arrestor**– The Contractor shall install and maintain vertical lifelines at all designated vertical access to rigid structural members by ensuring that workmen connect personal fall arrestor systems/Grab Arrestor/ Descender to the vertical lifeline before commencement of the work at height. Lifelines shall be anchored to rigid structural members and Supervisor shall inspect daily for defects prior to use
- 9.2 **Lifeline** – The Contractor shall provide and maintain horizontal lifeline systems where lateral movement is required by ensuring workmen remain continuously anchored to the Life line while working at height. Horizontal Life line should not be in sagged condition. The fall length of the Double lanyard full body harness/ Safety belt shall not be more than 50cms in order to avoid injury on the body. The hook of the Double lanyard full body harness/ Safety Belt to be anchored in two different Horizontal life line. Lifeline systems must be designed, installed and inspected by a competent person and capable of supporting anticipated loads if required.
- 9.3 **Retractable Fall Arrestor** – The Contractor shall arrange and install self-retracting fall arrestor devices for personnel working at height by ensuring the fall arrestor is rigidly anchored and compatible with the full body harness to prevent fall from height. Devices shall be inspected periodically and maintained in serviceable condition.
- 9.4 **Grab Arrestor or Descender** – The Contractor shall provide and use grab arrestors or controlled descender devices on Vertical lifelines to allow safe movement up and down with automatically locking in the event of fall from height.
- 9.5 **Safety Net** – The Contractor shall install Safety net systems, properly tensioned and secured for all structural roof work at height or any other opening where hazard is noticed, to arrest person fall from height or debris and inspect nets daily to ensure integrity before work begins.
- 9.6 **Roof Ladder** – The Contractor shall provide roof ladders with appropriate hooks, safety ties, and non-slip rungs wherever access to roof or sloped surfaces is necessary by ensuring ladders are secured before use. All roof ladders must be inspected prior to use and maintained in good condition. Roof work will be carried out only with roof ladders on any roof sheets.
- 9.7 **Ladder** - The Contractor shall provide ladders that are of rigid construction having sufficient strength for the intended loads and fitted with anti-skid rubber shoes. No wooden, bamboo, or rope ladders are permitted and that all ladders are inspected and maintained in good condition prior to use and throughout

the contract period. Ladders must be securely fixed to the ground or rigid platforms. Ladders shall extend from the floor to at least one metre above the platform. No single portable ladder is used for access to a height of more than 4.5 metres. Standing and working on a ladder is prohibited. Ladders are to be used solely as a means of access.

- 9.8 **Scaffold / H-Frame** – The Contractor shall erect and maintain Scaffolds, including H-Frame scaffolds, in accordance with safety standards by ensuring platforms are stable with a minimum width of 1 meter, equipped with guardrails at a height of 1 meter from platform (top rail & intermediate rail) and toe boards, and inspected by a competent person before permitting worker access. H- Frame shall have attached ladder without intermediate gap. H-frame shall not be used for more than 5 metre height. Landing Platform is required for scaffolding for every 5 metre height. If required, Cage shall be made available for vertical ladder above 3 metre height. For work at heights exceeding 3 m, the Contractor shall erect and display a sample scaffolding up to a height of 5 m and demonstrate the usage of Safety Belt and obtain approval from the Safety Section prior to commencement of the work.
- 9.9 **Full Body Safety Harness Double Lanyard** – The Contractor shall provide full body safety harnesses with double lanyard systems to all workers performing work at height, and ensure 100% tie-off is maintained at all times while at elevated work locations.
- 9.10 **Height Pass** – The Contractor shall ensure that no personnel are permitted to work at heights above 3 meters without a valid height pass issued by Safety Department.
- 9.11 Contractor shall submit test certificate for all the equipment's/appliances stated above by a competent person. All the stated equipment/appliances shall confirm to applicable IS standards. All the items are to be available at site before the commencement of work at site. Permission to Work inside Factory Premises shall be signed only after showing the Safety equipment/appliances to Safety Department.

10.0 **PENALTY FOR NON COMPLIANCE**

In order to ensure 100% compliance of safety related regulations and procedures and non-use of PPE, penalty will be imposed on the contractor for not adhering to safety rules & regulations as detailed below in table. The contractor must endeavor to avoid penalty by encouraging, motivating and making their employees aware about all the Safety regulations

S. No.	Safety violation	Penalty
1	Non-use of PPE like Safety Helmet, Safety shoes, Face shield, Mask & Goggles.	Rs. 500 per day/item/person
2	Hot work without proper permit/clearance	Rs. 1000 per occasion
3	Non-use of ELCB, use of non-standard/damaged Switch boards, poor cable joint, laying wire/ cables on roads, electrical job by incompetent person, use of more than 24V power in confined space	Rs. 500 per item / day
4	Working at height without safety belt, using nonstandard scaffolding and not arranging fall protection arrangement	Rs. 500 per case/day
5	Handling of compressed gas cylinders without trolley, jubilee clips, double gauge regulator & improper storage& handling	Rs. 200 per item/day
6	Non- deployment of supervisor responsible for execution of work at site.	Rs. 3000 per day
7	Engaging workers without valid height pass	Rs. 1000/- per activity/person
8	Standing and working on a ladder	Rs. 1000/- per activity / day
9	Non-usage of Full Body Safety Harness Double Lanyard / Retractable Fall Arrestor / Grab Arrestor or Descender / Vertical Lifeline / Horizontal Lifeline.	Rs. 2000/- per item/day
10	For not providing Safety Net / Roof Ladder / Scaffold / H-Frame	Rs. 3000/- per activity / day

11.0 PERIOD OF CONTRACT:

- 11.1** The work has to be started within 7 days from the date of acceptance of work order. Date of acceptance will be considered as 7 days after the release of work order or the acceptance date whichever is earlier.
- 11.2** The contractor has to submit the drawing for approval to EIC within 20 days from the date of acceptance of work order. IREL will verify and approve the detailed fabrication drawings within 10 days from the date of receipt of the same.
- 11.3** Permitted work timings inside factory premises is from 08:00 hrs to 16:00 hrs. Any request for extension of time will be entertained only in case of exigencies under the sole discretion of EIC
- 11.4** Dismantling of existing tanks, fabrication, inspection, erection and other associated works as per scope of work, performance testing of both tanks shall be completed within 150 days from the date of approval of detailed drawings by IREL.
- 11.5** The entire work has to complete within 240 days from date of acceptance of IREL's work order.

12.0 SITE VISIT

Interested bidders can inspect the site on any working days 8:00am to 4:00pm to assess the site Condition, work involved and site constraints for executing the work with the permission of EIC/ officials of production department.
The bidders are advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal

13.0 PAYMENT TERMS:

Payment will be made based on the actual executed quantity of work done per tank basis as detailed below:

13.1 For Sl. No. 1 to 4 of BOQ/Price Schedule:

- a) 65 % of total value less statutory deductions, if any, shall be made after supply of tanks with agitator along with all accessories within 30 days of submission of bill certified by EIC.
- b) 30% of total value less statutory deductions, if any, shall be made after successful commissioning of the tanks within 30 days of submission of bill certified by EIC.
- c) 5% of total value less statutory deduction, if any shall be paid along with SD after completion of warranty period or submission of equivalent amount of BG.

13.2 For Sl. No. 5 to Sl. No. 6 of BOQ/Price Schedule:

100% Payment less statutory deductions against each activity shall be made within 30 days of submission of bill certified by EIC.

13.3 For Sl. No. 7 to Sl. No. 10 of BOQ/Price Schedule:

- a) 70 % of total value less statutory deductions, if any, shall be made after successful completion of works within 30 days of submission of bill certified by EIC.
- b) 25 % of total value less statutory deductions, if any, shall be made after successful commissioning of the tanks within 30 days of submission of bill certified by EIC.
- c) 5 % of total value less statutory deduction, if any shall be paid along with SD after completion of warranty period or submission of equivalent amount of BG.

13.4 For Sl. No. 11 to Sl. No. 14 of BOQ/Price Schedule:

- a) 95 % of total value less statutory deductions, if any, shall be made after successful completion of works within 30 days of submission of bill certified by EIC.
- b) 5 % of total value less statutory deduction, if any shall be paid along with SD after completion of warranty period or submission of equivalent amount of BG.

14.0 GUARANTEE

The warrantee shall be for material, workmanship and performance for a period of 12 months from the date of commissioning.

15.0 DISQUALIFICATION

Even though bidders may meet eligibility criteria, they are subject to be disqualified at any stage, including post award of contract, in case of following circumstances/ conditions

- i. The bidder has made any false representations including in the forms, statements and attachments submitted in proof of the pre-qualification requirements
- ii. The bidder has a record of poor performance such as abandoning of any allotted similar project of IREL or delay in completion of any allotted similar project of IREL for more than 2 months.

16.0 Security deposit (SD)

Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Tax) towards satisfactory completion of order. Security deposit is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

17.0 ENGINEER-IN-CHARGE (EIC)

Shri Amith P C, DM- Technical (Production) will be the Engineer-in-Charge (EIC) for the work.

18.0 TECHNICAL REQUIREMENTS

18.1 MILD STEEL TANK AND ACCESSORIES FABRICATION

The tanks and agitator assemblies shall be designed and fabricated as per latest standards as well as in accordance with good engineering practice.

18.1.1 Materials of construction:

All materials, equipments used in the contract shall be new. The steel material used for manufacture shall be of tested quality and shall conform to the specification indicated in the data sheets. Re rolled sheet shall not be used for fabrication. Proof of purchase of material from make listed above shall be produced by the contractor.

18.1.2 Make of steel: SAIL/Essar/Jindal/RINL/Tata steel make only

18.1.3 Circumferential reinforcement using ISA 75x75x6 shall be provided at the top, bottom and centre of the tanks as per tentative drawings and shall be fully welded. The top reinforcement angle can be used as flange for fixing cover plates by providing bolt holes of 16mm diameter at a gap of 600mm along the circumference. Lug and leg supports minimum 6 sets adequately stiffened with gusset plates shall be provided by maintaining the indicated ground clearance mentioned in drawings.

18.1.4 The tank shell shall be adequately stiffened and provided with reinforcement pads wherever required. Covers shall be of separate segments for easy removal. Lifting lugs have to be suitably provided. Baffles shall be provided with suitable gusset plates

18.1.5 The nozzle flanges shall be fabricated out of mild steel plates conforming to IS: 2062. The flanges shall be slip on type with flat face having dimensions to ANSI-B.16.5, 150 lbs rating. All nozzle projections shall be 150 mm unless otherwise indicated in vessel data sheets. In case where it is brazed with the channel support, it should be minimum 150 mm above the channel support.

18.1.6 Tentative nozzle schedule is indicated in the tank data sheet. Final size, numbers and orientation will be furnished at the time of approval of fabrication drawings. All the nozzles and flange face have to be lined with 5mm thick FRP.

18.1.7 The Contractor shall assemble the driving units and give mechanical running test. All agitators shall be statically and dynamically balanced.

- 18.1.8 The thrust bearings used in agitator assemblies shall be suitable for the load and housed in adequately designed bearing housings.
- 18.1.9 The agitator length should be designed such a way that in the event of replacement of agitator, shaft with agitator blade can be taken out without removing the lantern stool, bearing housing with top sub shaft and gear motor assembly, and to be fitted back without disturbing the above mentioned parts.
- 18.1.10 Manual Metal Arc welding process shall be employed using ISI approved electrodes in accordance with IS: 814.
- 18.1.11 Welding shall not be done on surfaces which are wet or exposed to main or excessive draft. Surfaces to be welded shall be free from paint, rust, oil, grease, dust or any other contamination.
- 18.1.12 Welds shall be cleaned between passes to remove all traces of slag and flux before successive beads or layers are deposited. The welds shall be ground smooth and flush on the side to be FRP lined.

18.2 FRP LINING

- 18.2.1 The fabricated tanks, grid plates, supports and agitator assemblies shall be internally lined with fibre glass reinforced plastic in Bisphenol resin as specified below. The tanks shall be lined internally covering all contact surfaces and agitator shaft, blades, baffles and gusset plates shall be lined all around up to the bearing housing. The welds on the surface to be lined shall be ground smooth and flush.
- 18.2.2 The surfaces shall be thoroughly cleaned with the help of solvent suitably and sand blasted to grade S.A 2.5 prior to FRP lining.
- 18.2.3 The FRP lining shall be done with five layers of chopped strand mat of 450 gm/sq. m. and 1 layer of surface mat in Bisphenol resin or EIC approved r on tank inner surfaces, nozzles and cover plate inside surfaces. The FRP lining thickness shall be minimum 5 mm- Air traps shall be avoided at all joints & corners of the tank.
- 18.2.4 The lined surfaces of the vessel and agitators shall be reasonably smooth and without any crevices.
- 18.2.5 The lined surfaces shall have gel coat smooth finish. Sufficient time interval for drying may be provided between application of subsequent layers of resin, chopped strand mat and surface mat.
- 18.2.6 Data sheet:
The tank with agitator-motor assembly units is to be supplied as per the data sheet and approved drawings.

18.3 Painting:

Paints shall be applied in accordance with manufacturer's recommendation as supplemented by this specification. The work shall generally follow IS: 1477 (Part II). Prior to applying finish painting, damaged and defective shop coats shall be touched up with same type of paint as used for shop coat. The work shall include removal of the damaged paint work, surface preparation of all exposed area either due to damage of shop coat or due to site fabrication work and application of paint. If in the opinion of IREL, or his authorized representative, the damage to the shop coat is extensive, and then instead of spot touch up, one overall coat of primer shall be applied for each shop coat, after cleaning. Surfaces which have not been shop coated but require to be painted shall be given the necessary surface preparation and prime coats at site.

- a) **Surface cleaning:** All external surfaces of tank (not coming in contact with process fluid) shall be cleaned of loose substance and foreign material e.g. Dirt, rust, scale, oil grease, welding flux etc.
- b) **Painting:** tank has to be painted with- **one coat of rust convertor.**
 - After drying the tank is to be given **a coat of chemical resistant epoxy primer**
 - Then **minimum two coat of chemical resistant epoxy paint of dark grey colour.** After the erection/ assembly of structures and equipment at plant site,
- c) **Measurement of painting thickness:** The DFT (dry film thickness) shall be 105µm (micron) after full coat painting.

The contractor shall arrange DFT meter and paint thickness has to be measured at site with EIC, and if found less it has to be painted to attain the final 105µm (micron) DFT.

18.4 Technical specification for motors of agitator assemblies:

Squirrel cage Induction Motors with Enclosure, TEFC conforming to protection IP 55 Horizontal Foot Mounted (B3), continuously rated (S1) suitable for operation on 415+/- 10% V, 50Hz+/- 5% AC 3 Phase supply, **20 HP, 15 HP, and 10 HP , 1440 rpm**, IE-3 Class, Ambient 50°C, Class "F" insulation with temperature rise limited to Class "B" altitude less than 1000 m above mos.. Performance Efficiency values are conforming to IS12615 / IS/IEC 60034 with its latest amendments.

PREFERRED MAKE OF BOUGHT OUT ITEMS / MANUFACTURERS

M.S.Sheets: SAIL, Essar, Jindal, RINL, Tata Steel.

Motor : Crompton Greaves / Siemens / Kirloskar / Bharat Bijli.

Gear : Premier Gears (Formerly Radicon) / Shanti / Elecon / Allroyd/Power build

Bearings : SKF, FAG, ZKL, NTN.

Coupling : Love-Joy or equivalent

FRP-Resin: Naptha, Golden, Ecmas, Mechemco.

Glass mat : Binani, OCV reinforcements, Saint Gobain.

Paint : Nerolac, Asian Paint, Shalimar, Berger, Arkoy

18.5 INSPECTION AND TESTING

- 18.5.1 REL reserves the right to inspect the tanks after fabrication and/or after FRP lining at contractor's site.
- 18.5.2 The manufacturer shall conduct all tests required to ensure that the equipment furnished shall conform to the requirements of the applicable codes and submit the test reports to IREL. All dimensions and nozzles shall be as per approved drawings. All materials used in the contract shall be of the makes mentioned.
- 18.5.3 Hydraulic test: After completion of fabrication work, party shall fill water upto 90% of the tank cylindrical height and will check for leakage. Necessary modification/repair shall be done to arrest any leakage, if any at no extra cost to IREL.
- 18.5.4 The tanks after FRP lining shall be subject to the following tests:
- 18.5.5 Thickness test: Thickness of FRP lining by thickness meter/measurement of cut sample at random points as instructed by EIC.
- 18.5.6 Spark test: After the lining work spark test at the rate of 4KV/mm shall be conducted by the Contractor. Necessary repair/modification shall be done by the Contractor at no extra cost to IREL
- 18.5.7 After the agitator and grid plate assemblies are installed on the tanks, they shall be mechanical run tested for smooth operation. The agitator shall be run for a minimum of 8 hours' time with tank full of water up to working level. There should be no undue noise and heating of bearing housing, gear or motor.
- 18.5.8 The Contractor's representative must be present during the performance trials. Any defects noticed must be rectified by providing suitable modifications or additional provisions for smooth and reliable operation. On satisfactory completion of the performance test as stipulated above, the tank and accessories will be accepted by IREL.
- 18.5.9 The date of acceptance of the tank and accessories as well as completion of work as per Work order shall be considered as the date of satisfactory completion of the performance test.

18.6 TECHNICAL SPECIFICATION FOR REPAIR OF RCC FOOTING FOR MS TANK

Scope of work covers:

- 18.6.1 Chipping & removing damaged concrete layer, de-bonded concrete, cracked portion, loose concrete in RCC leg footing of MS tank etc, to a minimum depth of 25mm behind the existing corroded/damaged MS foundation bolt / reinforcement to a required depth using chisel & hammer / concrete breaker machine in low vibration mode and removing rust particles by using wire brush, scrapper & water washing to completely remove dust, debris, unwanted particles, final cleaning shall be done using rust cleaner/ remover etc.
- 18.6.2 Anchoring of new re-bars in RCC footings wherever required by using pure epoxy resin anchoring mortar (Master flow 935 of BASF or equivalent FOSROC/SIKA/HILTI) with appropriate diameter of drilling of holes required for proper bonding into the concrete etc., complete or providing new MS bolts with sufficient lap length with existing bolts by welding suit / depending on site condition. 16 mm dia bar - drilling length of 160-180mm
- 18.6.3 After completely removing the rust from the re-bars, apply one coat of anti-corrosive zinc rich primer all-round the existing re-bar & new-rebar (if added in case the loss of re-bar dia is more than 10% of the original size). After that, apply one coat of epoxy bonding compound/agent over the existing concrete surface - for bonding between old concrete to the new substrate.
- 18.6.4 Providing leak proof shuttering made-up using MS shutters/plywood with necessary supports to pour micro concrete in the locations to be repaired in RCC footing. The shuttering shall be made, fitted at site, remove and re-fix after application of bonding compound to facilitate pouring of micro-concrete within the setting time of bonding compound. All site constraints such as MS cable tray/Pipe tray, HDPE pipe lines, platform angles shall be identified & suitably modified before placing the shuttering.
- 18.6.5 Providing micro concrete of M40 grade (minimum) to suit the same lines & level of the original structure using leak-proof shuttering. The pouring of the micro-concrete shall be completed well before the curing time of epoxy bonding compound (as specified by the manufacturer). After removal of shuttering in RCC foundation / micro-concreted the same area shall be covered using jute cloth and water curing to be done as directed or by applying acrylic resin based curing compound.
- 18.6.6 Supply & fixing MS bolts & nut, washer plate suitable for foundation (MS Round bar – 20mm/ 25mm dia, thread at top @ 150mm, min 1 no per leg) at top of RCC footing suit to existing site condition and as directed by Engineer In Charge. Suitable templates have to be made & fix before concreting to keep the spacing & level of foundation bolts in proper line & levels.
- 18.6.7 Providing Non shrinkage grouting 50 mm thick at top of foundation finished smooth with trowel, proper line & level. The material shall be Fosroc GP or equivalent BASF / SIKA.

18.6.8 Providing Epoxy / PU coating over the footing and floor area, bund/brick wall, tank leg foundation (about 30cm from floor) using approved make of as per manufacturer recommendation, after proper surface preparation including thorough cleaning to remove any loose plaster, dirt, grease etc., grinding (wherever required) etc., and priming with suitable primer.

18.6.9 All debris generated while cleaning shall be disposed at our disposal/scrap yard within a distance of 500m inside the company premises.

List of Approved Materials:

1.	Reinforcement	SAIL/TATA/ VIZAG/RINL, ESSAR, JINDAL/JSW
2.	Micro Concrete	BASF/FOSROC/SIKA/PIDILITE
3.	Rust Remover	FOSROC/BASF/SIKA
4.	Rebar anchoring mortar	Master flow 935 of BASF or equivalent FOSROC/SIKA/HILTI
5.	Epoxy zinc rich primer	FOSROC/BASF/SIKA
6.	Epoxy bonding compound	BASF/FOSROC/SIKA/PIDILITE
7.	Acrylic curing compound	Masterkure181 of BASF make or equivalent FOSROC /SIKA
8.	Non shrinkage grouting mortar	Fosroc GP or equivalent BASF / SIKA.
9	PU / Epoxy chemical resistant coating	BASF / SIKA / FOSROC

19.0 No relaxation will be given in PQ criteria considering the critical nature of the work.

TECHNICAL DATA SHEET		
60 m³ capacity conical bottom MSFRP Tank		
1	Type	Vertical cylindrical with conical bottom complete with cover plate and supports.
2	Capacity	60m ³
3	Quantity	1 No.
4	Inside Diameter	3.99 m
5	Vertical height	4.50 m
6	Conical height	0.995 m
7	Specific gravity	Slurry Mixture: 1.20 to 1.60; Liquid: 0.997-1.40; Solid: 2.6-2.7.
8	Nature of slurry / solution to be handled	Acidic in nature
9	Operating conditions	Ambient temperature and Atmospheric pressure
10	Design Temp./Pressure	55-degree C / hydrostatic
11	Material of Construction (M.o.C) & other details	
a	Shell, Top Cover and Bottom	MS confirming IS 2062 with FRP lining and FRP Feed tray/hopper and grid on the top cover
b	Internals	MS confirming IS 2062 with inside 5 mm thick FRP along vertical portion, 6mm thick FRP along conical portion
c	Baffles	MS confirming IS 2062 inside with 5mm thick FRP, 6 nos., 4000 mm x 200 mm
d	Nozzles	8 Nos., MS confirming IS: 1239 inside with 5mm thick FRP lining
e	Gaskets	Flexible PVC
f	Bridge & leg supports	Minimum ISMC 250, 6 Nos of leg supports with stiffeners as per drawings
12	Plate thickness	
a.	Conical	10 mm
b.	Shell	8 mm
c.	Top cover	6 mm
13	Agitator	MS confirming IS 2062 with 8 mm thick FRP lining
a.	Type	Paddle type
b.	Drive Motor power requirement / RPM	20 HP / 1440 RPM
c.	Gear ratio	70:1
d.	M.o.C, paddle	MS confirming IS 2062, dia 2500 mm, 100 mm x 10 mm
e.	M.o.C, Shaft	6" schedule 80 FRP lining
f.	Coupling-Gear to Agitator	Rigid

TECHNICAL DATA SHEET		
30 m³ capacity conical bottom MSFRP Tank		
1	Type	Vertical cylindrical with conical bottom complete with cover plate and supports.
2	Capacity	30m ³
3	Quantity	2 No.
4	Inside Diameter	3.2 m
5	Vertical height	3.35 m
6	Conical height	0.850 m
7	Specific gravity	Slurry Mixture: 1.20 to 1.60; Liquid: 0.997-1.40; Solid: 2.6-2.7.
8	Nature of slurry / solution to be handled	Acidic in nature
9	Operating conditions	Ambient temperature and Atmospheric pressure
10	Design Temp./Pressure	55-degree C / hydrostatic
11	Material of Construction (M.o.C) & other details	
a	Shell, Top Cover and Bottom	MS confirming IS 2062 with FRP lining as per specification with FRP Feed tray/hopper and grid on the top cover.
b	Internals	MS confirming IS 2062 with inside 5 mm thick FRP along vertical portion, 6mm thick FRP along conical portion
c	Baffles	MS confirming IS 2062 with inside 5mm thick FRP, 4 nos., 2700 mm x 150 mm
d	Nozzles	6 Nos., MS confirming IS: 1239 with inside 5mm thick FRP lining
e	Gaskets	Flexible PVC
f	Bridge & leg supports	Minimum ISMC 200, 6 Nos of leg supports with stiffeners as per drawings
12	Plate thickness	
a.	Conical	8 mm
b.	Shell	6 mm
c.	Top cover	6 mm
13	Agitator	
a.	Type	Standard disc type agitator 950 mm dia
b.	Drive Motor power requirement / RPM	15 HP / 1440 RPM
c.	Gear ratio	20:1
d.	M.o.C, Impeller	MS confirming IS 2062 with 8mm thick FRP lining
e.	M.o.C, Shaft	EN8 with 8mm thick FRP lining
f.	Coupling-Gear to Agitator	Rigid

TECHNICAL DATA SHEET		
26 m³ capacity flat bottom MSFRP Tank		
1	Type	Vertical cylindrical with flat bottom complete with cover plate and supports.
2	Capacity	26 m ³
3	Quantity	1 No.
4	Inside Diameter	2.9 m
5	Vertical height	4.00 m
6	Specific gravity	Slurry Mixture: 1.20 to 1.60; Liquid: 0.997-1.40; Solid: 2.6-2.7.
7	Nature of slurry / solution to be handled	Acidic in nature
8	Operating conditions	Ambient temperature and Atmospheric pressure
9	Design Temp./Pressure	55-degree C / hydrostatic
10	Material of Construction (M.o.C) & other details	
a	Shell, Top Cover and Bottom	MS confirming IS 2062 with FRP lining as per specification with FRP Feed tray/hopper and grid on the top cover.
b	Internals	MS confirming IS 2062 with inside 5 mm thick FRP
c	Baffles	MS confirming IS 2062 with inside 5mm thick FRP, 4 nos., 2700 mm x 150 mm
d	Nozzles	6 Nos., MS confirming IS: 1239 with inside 5mm thick FRP lining
e	Gaskets	Flexible PVC
f	Bridge & leg supports	Minimum ISMC 200, 6 Nos of leg supports with stiffeners as per drawings
11	Plate thickness	
a.	Conical	8 mm
b.	Shell	6 mm
c.	Top cover	6 mm
12	Agitator	MS confirming IS 2062 with 8 mm thick FRP lining
a.	Type	Standard disc type agitator 950 mm dia
b.	Drive Motor power requirement / RPM	15 HP / 1440 RPM
c.	Gear ratio	20:1
d.	M.o.C, Impeller	MS confirming IS 2062 with 8mm thick FRP lining
e.	M.o.C, Shaft	EN8 with 8mm thick FRP lining
f.	Coupling-Gear to Agitator	Rigid

TECHNICAL DATA SHEET		
18m³ capacity conical bottom MSFRP Tank		
1.	Type	Vertical cylindrical with conical bottom complete with cover plate and supports.
2	Capacity	18 M3
3	Quantity	2 Nos.
4	Inside Diameter	2.90 m
5.	Vertical height	2.45 m
6.	Conical height	0.80 m
7	Specific Gravity	Slurry Mixture: 1.20 to 1.60; Liquid: 0.997-1.40; Solid: 2.6-2.7
	Nature of slurry / solution to be handled	Acidic in nature
8	Operating conditions	55-degree C / hydrostatic
9	Design Temp./Pressure	Ambient temperature and Atmospheric pressure
10	Material of Construction(M.o.C) & other details	
a	Shell, Top Cover and Bottom	MS confirming IS 2062 with FRP lining as per specification with FRP Feed tray/hopper and grid on the top cover.
b	Internals	MS confirming IS 2062 with inside 5 mm thick FRP along vertical portion, 6mm thick FRP along conical portion
c	Baffles	MS confirming IS 2062 with inside 5 mm thick FRP, 4 nos., 1900 mm x 100 mm as per the attached drawings
d	Nozzles	6 Nos., confirming IS: 1239 with inside 5mm thick FRP lining as per the attached drawings
e	Gaskets	Flexible PVC
f	Bridge & leg supports	Minimum ISMC 200, 6 Nos of leg supports
11	Plate thickness	
a.	Conical	8 mm
b.	Shell	6 mm
c.	Top cover	6 mm
12	Agitator	
a.	Type	Disc Type agitator, 950 mm dia MS 8 mm FRP lined
b.	Drive Motor power requirement / RPM	10 HP / 1440 RPM
c.	Gear ratio	20:1
d.	M.o.C, Impeller	confirming IS 2062 with thick FRP lining
e.	M.o.C, Shaft	EN8 with 8 mm thick FRP lining
f.	Coupling-Gear to Agitator	Rigid

20.0 Bill of Quantity / Price Schedule:

Sl. No.	Description of work	Quantity	unit
1	Fabrication, and Supply of 60 M3 MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing	1	Number
2	Fabrication, and Supply of 30 M3 MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing	1	Number
3	Fabrication, and Supply of 18 M ³ MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing	2	Number
4	Fabrication, and Supply of 26 M ³ MSFRP flat bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing	1	Number
5	Dismantling of existing one nos. 60 M ³ , 2 no. 18 M ³ , 1 no. 30 M ³ conical bottom tanks, 1 no. 26 M ³ Flat bottom tank with agitators along with all accessories. Cutting of tank platform & associated structures, removal of asbestos sheets if required for dismantling of the existing tanks and shifting of all dismantled items at the designated place within 800 m. Opening of all flanges, pipes, fittings, electrical connections, instrument connections, any other works as per scope of work and required for dismantling the existing tanks.	1	Lump sum
6	Dismantling of damaged leg footing of all five tanks (1 nos. 60 M ³ , 2 nos. 18 M ³ , 1 no. 30 M ³ , and 1 no. 26-28 M ³) and repair of the same as per scope of work and Sl. No. 6 of Technical Requirements and disposal of removed material at designated place within 800m.	1	Lump sum
7	Erection and FRP lining of 60 M3 MSFRP conical bottom tank as per scope of work	1	Number
8	Erection and FRP lining of 30 M3 MSFRP conical bottom tanks as per scope of work	1	Number
9	Erection and FRP lining of 18 M3 MSFRP conical bottom tanks as per scope of work	2	Number
10	Erection and FRP lining of 26 M3 MSFRP flat bottom tank as per scope of work	1	Number
11	Commissioning of 60 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects.	1	Number
12	Commissioning of 30 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects.	1	Number
13	Commissioning of 18 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects.	2	Number

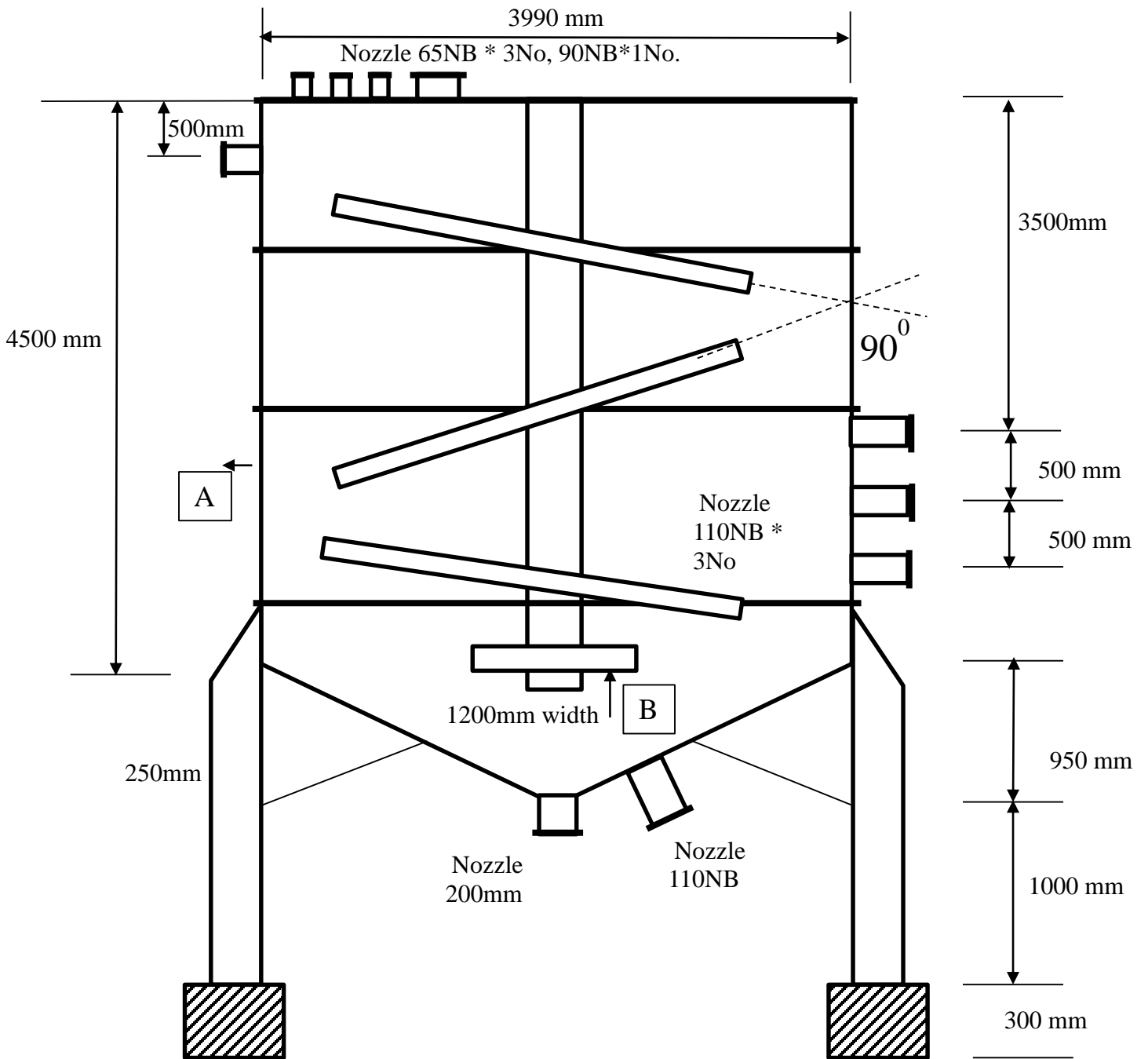
14	Commissioning of 26 M3 flat bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects	1	Number
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DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Description of work	GST in %	HSN Code
1	Fabrication, and Supply of 60 M3 MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing		
2	Fabrication, and Supply of 30 M3 MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing		
3	Fabrication, and Supply of 18 M ³ MS conical bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing		
4	Fabrication, and Supply of 26 M ³ MSFRP flat bottom tank with agitator along with all accessories as per scope of work, attached technical sheet and approved drawing		
5	Dismantling of existing one nos. 60 M3, 2 no. 18 M3, 1 no. 30 M3 conical bottom tanks, 1 no. 26 M3 Flat bottom tank with agitators along with all accessories. Cutting of tank platform & associated structures, removal of asbestos sheets if required for dismantling of the existing tanks and shifting of all dismantled items at the designated place within 500 m. Opening of all flanges, pipes, fittings, electrical connections, instrument connections, any other works as per scope of work and required for dismantling the existing tanks.		
6	Dismantling of damaged leg footing of all five tanks (1 nos. 60 M ³ , 2 nos. 18 M ³ , 1 no. 30 M ³ , and 1 no. 26-28 M ³) and repair of the same as per scope of work and Sl. No. 6 of Technical Requirements and disposal of removed material at designated place within 700m.		
7	Erection and FRP lining of 60 M3 MSFRP conical bottom tank as per scope of work		
8	Erection and FRP lining of 30 M3 MSFRP conical bottom tanks as per scope of work		
9	Erection and FRP lining of 18 M3 MSFRP conical bottom tanks as per scope of work		
10	Erection and FRP lining of 26 M3 MSFRP flat bottom tank as per scope of work		
11	Commissioning of 60 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for		

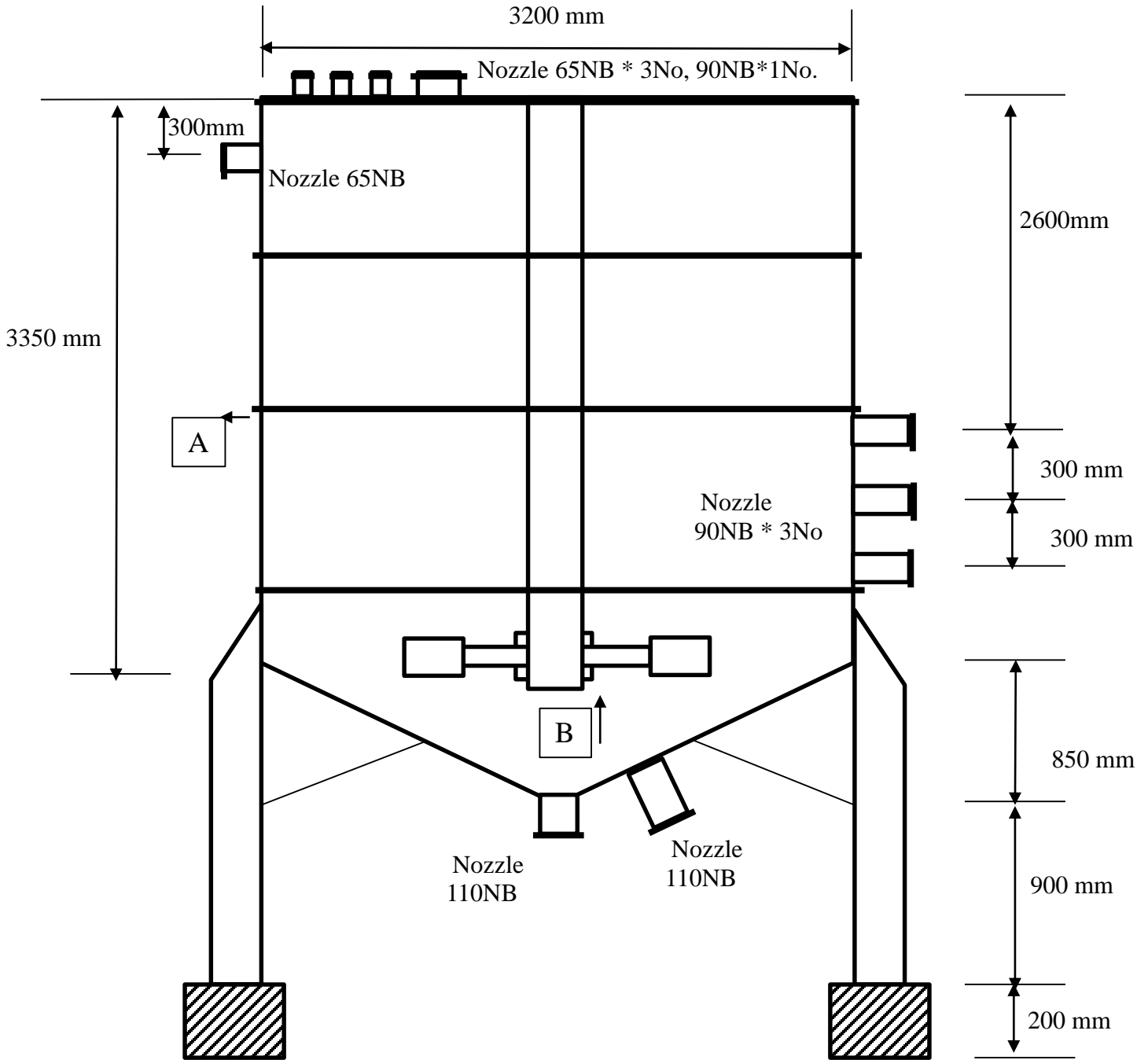
	commissioning of the tanks complete in all respects.		
12	Commissioning of 30 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects.		
13	Commissioning of 18 M3 conical bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects.		
14	Commissioning of 26 M3 flat bottom tank with agitator along with all accessories as per scope of work. Re-fixing of all flanges, pipes, fittings, electrical connections, instrument connections, platform modification, asbestos fixing etc. and any other works as per scope of work required for commissioning of the tanks complete in all respects		

Tentative Drawing of 60m³ Tank



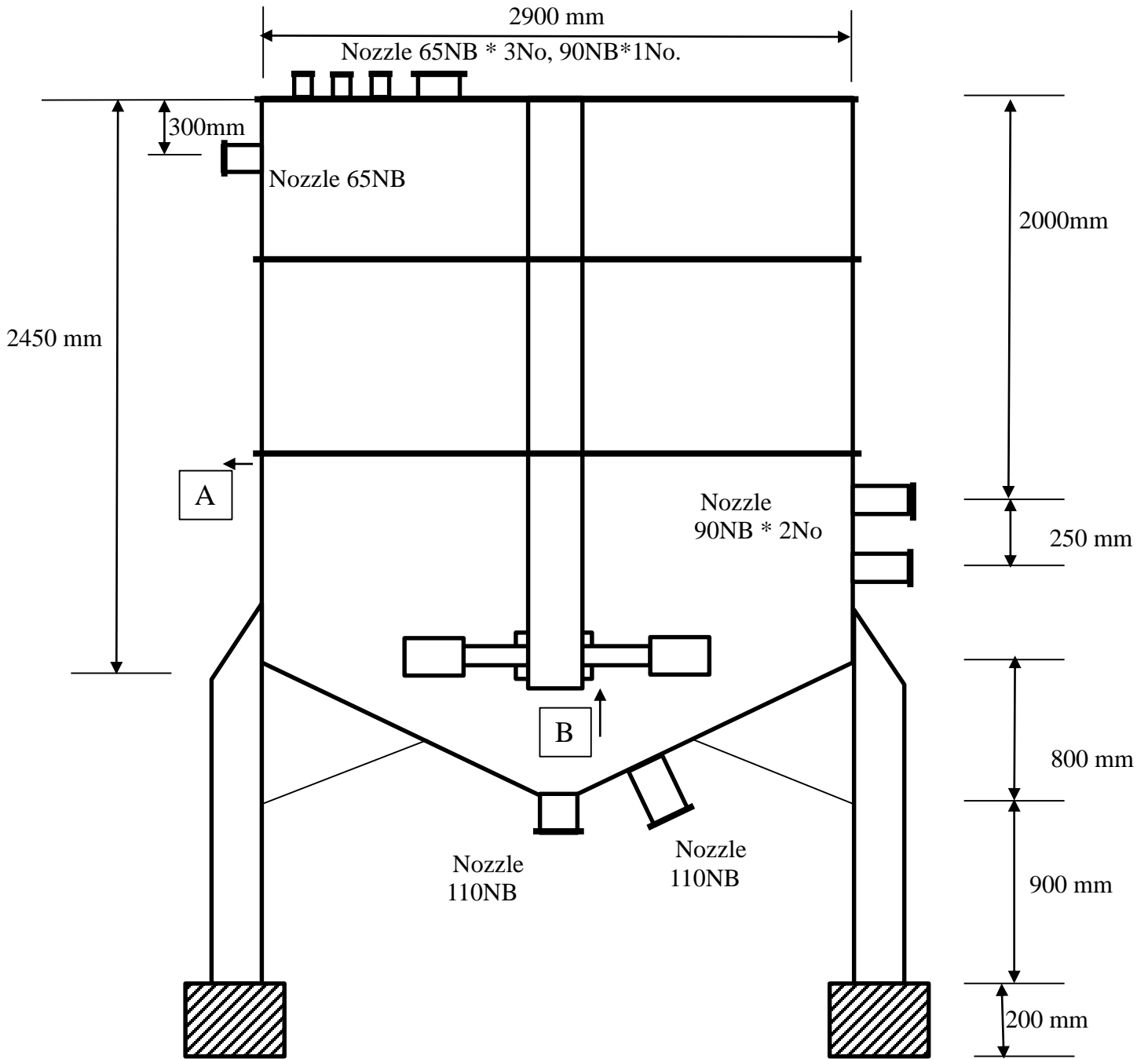
<u>A</u>	<u>Stiffening rings, 3 nos</u>	<u>B</u>	<u>Paddle tyge agitator, 2500mm dia MS 8mm FRP lined</u>
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Tentative Drawing of 30m³ Tank



A	Stiffening rings, 3 nos	B	Disc tyte agitator, 950mm dia MS 8mm FRP lined
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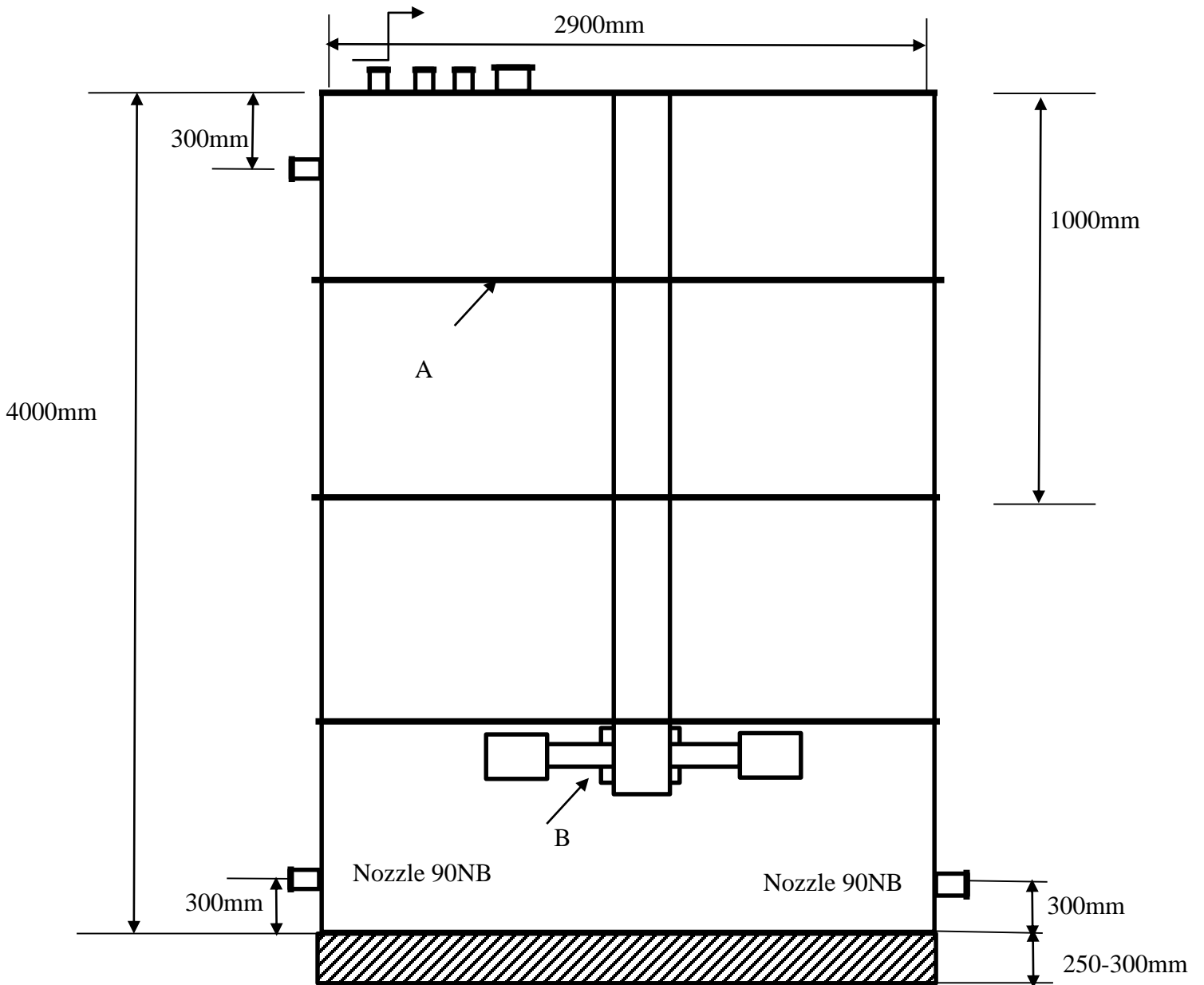
Tentative Drawing of 18m³ Tank



A	Stiffening rings, 3 nos	B	Disc tyge agitator, 950mm dia MS 8mm FRP lined
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Tentative Drawing of 26m³ Tank

Nozzle 65NB * 3No, 90NB*1No.



<u>A</u>	<u>Stiffening rings, 3 nos</u>	<u>B</u>	<u>Disc tyge agitator, 950mm dia MS 8mm FRP lined</u>
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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 (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. 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'.
- b. 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.

Signature and seal of the contractor

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

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

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

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

Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 E-mail:cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail:cvo@irel.co.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation: DGM -Technical (Purchase)

Signature and seal of the contractor

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

IREL Bank Details

Name of Bank	State Bank of India, Udyogamandal Branch, Udyogamandal
Account Type	Current Account
Name of beneficiary	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

Email should contain the following details

- 1) Name of the Company.
- 2) Your E-mail ID and Contact Details including full postal Address.
- 3) EMD & TDC Amount.
- 4) Transaction ID with details of bank and branch.

Date:

Place:

Signature and seal of the contractor

DECLARATION - NON-BLACKLISTING

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

To,

DGM -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: -

Annexure to 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 Labourers as per License

SIGNATURE OF CONTRACTOR

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between IREL (India) Limited (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the

contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 3.3. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4.0 **Previous Transgression:**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 **Earnest Money (Security Deposit)**

1.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified by the RFP).

1.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

1.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

1.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

2. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of IREL (India) Limited for a minimum period of five years, which may be further extended at the discretion of the IREL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent External Monitors

6.4 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Dr. M. Malakondaiah, IPS (Retd) 156, Prashasan Nagar, Jubilee Hills, Road No. 72, Hyderabad - 500110 Mobile : 7330960888 Email : mannam1958@gmail.com	Shri Lalit Chandra Trivedi, IRMS (Retd) 701, Premium Tower-IV, Shalimar Township, Indore - 452 010 (MP) Mobile : 9967567679 Email : lctrivedi61@gmail.com
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6.5 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.6 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.7 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.8 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.9 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.10 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.11 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The Parties hereby sign this Integrity Pact at _____ on _____.
BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

2

2

SECRECY AGREEMENT

THIS AGREEMENT, made and entered into this ___th day of _____, 20- - by and between IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, , Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028, India (hereinafter called "IREL") on one part and _____, a company duly incorporated under....., with its registered office..... (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

- A. IREL intends to purchase _____ from _____(Name of the company).
- B. _____(Name of the company) intends to produce _____ at their project in _____(Name of the place) and intend to sell the same to IREL.
- C. The parties, therefore, intend to enter into an MoU and subsequently an agreement for the sale and purchase of _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The term "Confidential Information" means:
 - (1) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data relating to the products.
- 2. Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
 - (i) at the time of its disclosure hereunder is in the public domain,
 - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),
 - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
 - (iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its

directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

- 4 Upon request of IREL, (name of the party) shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.
- 5 Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
- 6 It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
- 7 None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
- 8 The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
- 9 This Agreement shall be governed by and construed in accordance with Indian laws.
- 10 Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with IREL and the duplicate with(name of the party).

1. For _____ Witness:

(Name) 1.
Designation 2.

2. For IREL (India) Ltd.

Witness:
(Name) 1.
Designation 2.

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.		
Bank Details			
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)

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

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

- 1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.22 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2.0 **SELLER TO INFORM:**

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

3.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

- 3.1 Words imparting the singular only also include the plural and vice versa where the context requires so; words imparting persons include firms or corporations and vice versa where the context requires.
- 3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context requires so.
- 3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.
- 3.4 In case conflicting statements or directives occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL to eliminate the conflict.
- 3.5 The successful bidder shall notify IREL, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed
- 3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the purchase order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL.
- 3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.
- 4.0 **Country of Origin:** For purposes of this Clause "Origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.0 **SCOPE OF CONTRACT:**

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.

- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.
- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 **STANDARDS**

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

7.0 **Instructions, Direction & Correspondence**

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
 - 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.
 - 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.
 - Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.

7.2 **Contract Obligations:**

- 7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

8.0 **Modification in Contract:**

- 8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 8.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or be supplemental to CONTRACT.

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

- 9.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 9.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

- 9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the SELLER shall promptly at his own expense, either procure for PURCHASER the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of PURCHASER's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the SELLER's factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.
- 10.0 **Inspection, Testing & Expediting**
- 10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 10.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 10.7 In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

- 10.15 **Inspection & Rejection of Materials by consignees:**
 When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.
- 11.0 **Time Schedule & Progress Reporting**
 11.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
 11.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
 11.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 12.0 **Delivery & Documents:**
 12.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
 12.2 Delivery shall be deemed to have been made:
 a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery. c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).
 12.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
 12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
 12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article - 22.1 shall apply.
 12.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
 12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
 12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 13.0 **Transit Risk Insurance**
 13.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
 13.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements
 > Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER. > Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER. The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

- 14.0 **Transportation**
- 14.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 14.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 15.0 **Incidental Services:**
- 15.1 The Seller may be required to provide any or all of the following services:
- 15.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 15.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 15.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 15.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 15.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 15.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 15.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules whenever asked for in the tender.
- 16.0 **Spare Parts, Maintenance Tools, Lubricants**
- 16.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 16.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and 16.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.
- 16.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:
- 16.2.1 The construction, execution and commissioning.
- 16.2.2 Two years operation and maintenance.
- 16.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 16.4 Type and sizes of bearings shall be clearly indicated.
- 16.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 16.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 16.7 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- 16.8 **Lubricants**
- 16.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 16.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 16.8.3 Seller shall indicate various equivalent lubricants available in India.
- 17.0 **Guarantee**
- 17.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether

engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or Fifteen (15) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

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

17.2 **PERFORMANCE GUARANTEE OF EQUIPMENT**

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

17.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

17.2.3 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:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges;
- Or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such

substitution and the price set forth in the CONTRACT for the goods involved; or iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

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

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

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) 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.

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 it 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 **WORK TO BE TO THE SATISFACTION OF ENGINEER:**

The Contractor shall execute, complete and maintain the Works in strict accordance with the contract, to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and direction on any matter (whether mentioned in the Contract or not). The Contractor shall take instructions and directions only from the Engineer or from the Engineer's representative on any matter touching or concerning the Works.

35.0 **PROGRAMME TO BE FURNISHED:**

As soon as practicable after the acceptance of his tender, the Contractor shall, if required, submit to the Engineer for his approval a programme showing the order of procedure and the method in which he proposes to carry out Works and shall whenever required by the Engineer or Engineer's representative furnish for his information particulars in writing of the

Contractor's arrangement for the carrying out of the Works and of the constructional plant and temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

36.0 Contractors Superintendence:

The Contractor shall give and provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's Obligation under the contract. The Contractor or one of his competent and authorised agent approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as here-in-after mentioned) after receiving written notice of such withdrawal, remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent shall receive on behalf of the Contractor directions and instructions from the Engineer or the Engineer's representative.

37 CONTRACTOR'S EMPLOYEE:

The Contractor shall provide and employ on the Site in connection with execution and maintenance of the Works.

- a) Only such technical assistants and other staff as are skilled and experienced in their respective callings and such sub-agents, foreman and loading hands as are competent to give proper supervision to the work they are required to supervise and
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

37.1 The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced without delay by a competent substitute approved by the Engineer.

38.0 EXTRA SUPERVISION ON WORK:

If in the opinion of the Engineer, due progress is not made with the work in accordance with the contract, and or the execution thereof becomes contrary to specifications, and/or bad work is executed and/or bad materials are used or supplied by the Contractor, and/or any directions given by the Engineer are not properly complied with or attended to, the Engineer may if he considers it necessary or proper for the execution of the work in accordance with the contract, of which his certificate in writing will be sufficient evidence order the employment of extra supervising staff to supervise the work and the expenses of the employment including the salary of the supervising staff shall be provided by the Contractor, provided that the Engineer shall give to the Contractor not less than 7 days previous notice in writing of intention to exercise his power.

39.0 SETTING-OUT OF THE WORKS:

The Contractor shall be responsible for the true and proper setting out of the Works and the correctness of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instrument appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor on being required so to do by the Engineer or Engineer's representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.

40.0 USE OF EXPLOSIVES:

Explosives shall not be used on the work by the contractor without the permission in writing of the Engineer and then only in the manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the Contractor, who shall be liable for all damages, loss or injury to any person or property & shall be responsible for complying with all the Statutory obligations in these respects.

on occurrence of such special circumstances but not later than 14 working days, bring to the knowledge of IREL through written application for any such delay as mentioned above.

52.3 IREL shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR.

53.0 NO NIGHT OR SUNDAY WORK:

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognised as days of rest) or their locally recognised equivalent without the permission in writing of the Engineer's representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer's representative. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

54.0 RATE OF PROGRESS:

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by then if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

55.0 LABOUR:

- a) In respect of all labour directly or indirectly employed by the Contractor, Labour Rules, on the work, it shall be the bounden duty of the Contractor to abide by and to strictly comply with all labour legislations, as may be applicable, enacted by the parliament or by the State Legislature and the rules/regulations framed thereunder by the Central or State Government or Local Authorities providing for the conditions of employment protection of health, Sanitary arrangements, wages, provident fund, gratuity, welfare, and safety of workmen. These rules and statutory obligations shall be deemed to be part of the Contract. Instructions issued by the Employer in this behalf from time to time shall be equally binding on the contractor & the Contractor shall observe them stringently.
- (b) In the event of the Contractor failing to discharge his obligations imposed upon him by or under any statute as aforesaid, the employer shall be entitled to rescind the Contract at the sole risk and cost of the Contractor and/or recover from him the amount of loss sustained by the Employer.
- (c) It is advisable for the Contractor to properly and fully acquaint himself with all the legislations as applicable to his workmen and the work under this contract or in connection herewith, so as to preclude the possibility of infringement and noncompliance thereof and to make it easy for him to observe clause 69 without any deviation.
- (d) The Contractor shall maintain records, registers in respect of workers employed by him as required under various statutes and or prescribed by the Employer, shall issue attendance cards to each worker and shall produce the same for inspection on demand to the authorities under statutes or to the authorised representatives of the Employer.
- (e) All payments of whatever nature to be made by the Contractor to his workmen shall be made in the presence of an authorised representative of Employer and Employer's representative shall sign the acquaintance in token of having witnessed the payment, as prescribed under law.
- (f) The first R.A. bill of the Contractor shall be released only after HRM (Welfare Section) gives clearance regarding compliance of all statutory provisions by the contractor. Final bill of the Contractor shall be cleared only when a clearance certificate is issued by the Contractor from an authority declared for the purpose by the Employer, that the claims of workmen in respect of wages, workmen's compensation, statutory payments etc. have been paid by Contractor to his workmen in full and subject to fulfilment of other conditions of Contract. Labour Rules etc.

- (g) The Contractor shall be entirely responsible for safe and good conduct of his employees during the period of his contract. The Contractor shall also ensure, that no safety rules/instructions are violated by him or his workmen. The Contractor shall maintain his machineries and tools for work in safe condition and shall present the same for checking whenever called by Employer/ his representatives.
- (h) It shall be binding on the part of the Contractor to familiarise himself and be governed by all statutes such as Mines Act 1952, Rules and Regulations including amendments made thereunder, if any, applicable for the work, Indian Electricity Act. 1910 and Indian Electricity Rules 1956 including amendments, if any. applicable for the work.
- (i) The Contractor shall provide and ensure proper use of safety appliances by his workmen throughout the course of their employment.
- (j) The Contractor in fulfilment of his statutory obligations imposed by or under various Labour Laws, will among other things:
 - i) Arrange to provide cool and wholesome drinking water at appointed place/ places near work site. The container of water shall be in hygienic condition.
 - ii) Implement the Employees Provident Fund Scheme or Produce exemption certificate from Regional Provident Fund Commissioner if they are so exempted. Otherwise, bills for the work will be released withholding 10% from such sums or as decided by the Management from time to time till such time they implement the scheme or produce exemption certificate from the Regional Provident Fund Commissioner. The Contractors are further required to indemnify Employer against any loss or damage, whatsoever, that may be suffered by Employer as a result of any claim. damage or penalties for any failure or non-compliance on their(Contractor's) part with the provisions of the aforesaid Act and Scheme framed thereunder.
- (k) The Contractor shall arrange to get his workmen trained under Mines Vocational Rules-1966 at the Training Department of the Company and shall pay all statutory allowances for such training to his workmen under training. The Contractor shall ensure the proper use of safety appliances by his workmen throughout the course of their employment.

56.0 RETURNS OF LABOUR:

- (a) The Contractor shall if required by the Engineer deliver to the Engineer's representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the numbers of the labour from time to time employed by the contractor on the Site.

57.0 LABOUR LICENCE:

- (a) The Contractor shall have to obtain a licence from Asstt. Labour Commissioner (Licensing Authority) within 15 days from the award of the Contract under Contract Labour (Regulation and Abolition) Act. 1970 and shall have to comply with all the provisions of the Act and Rules framed thereunder and shall ensure that no violations are pointed out by the Authorities under the Act.
- (b) The RA Bills of the contract shall not be released until the licence for the number of labour employed under Contract Labour(Regulation and Abolition)Act, 1970 has been produced by the Contractor to the office of the employer. Whenever the number is increased, the Contractor shall arrange to get such changes incorporated in the licence.
- (c) The Contractor shall make payment to their workmen in the presence of authorised representative of the Employer only, and obtain the required certificate regarding witnessing of payments.

58.0 WOMEN LABOUR:

The working hours of women labour employed by the Contractor/ tenderer shall conform to the relevant labour acts in force. They shall not be detained after 7,00 PM and employed before 6.00 AM and in no case employed during the night time.

59.0 EMPLOYMENT OF CHILDREN:

No child below the age of 18 years shall be employed. If children/young persons in the work premises are employed contravening the provision of the Factories Act, 1948 and rules framed thereunder, their agreement/ contract is liable to cancellation and/or termination without any compensation or notice.

60.0 ENTRY PASS:

All representatives and workers of Contractor shall possess the Entry Pass issued from the Security Deptt. and concerned Officer/Engineer shall have the right to refuse the Entrypasses to any worker or representative of the Contractor without assigning any reason. Permission to enter the Plant to any representative or worker of the Contractor may be suspended or withdrawn at any time by the Security Deptt. or concerned Officer/Engineer without assigning any reason. The Contractor(s) shall ensure that any gate pass issued to their workmen or representatives by authorities are not misused by the unauthorized persons for entry in the plant area/in specified area inside the plant.

61.0 SAFE CUSTODY OF ENTRY PASS:

The Contractor shall be governed by the following provisions for enforcing safe custody and proper use of gate passes that may be issued to him for entry into the Plant area:

- (a) it shall amount breach of rules and regulations regarding entry into a prohibited place by Contractors in case any entry passes issued on their demand are found to be misused by any unauthorised person (s).
- (b) It shall also amount to breach of terms of the contract for which the employer reserves the right to terminate the contract at any stage at the risk and cost of the Contractor.
- (c) Final payment would be made to the Contractor only after all the passes issued by the Security Department are surrendered to the Security Department for cancellation for which 'No Demand Certificate' should be obtained.
- (d) In case of passes lost/ not surrendered for any reason an amount as fixed shall be levied as penalty before final payments are cleared or as amended from time to time. No Dues Certificate will not be issued unless all the statutory payments to contract labour including retrenchment benefits, gratuity etc. are paid and a copy of full and final payment Muster Roll duly witnessed by the nominee of employer is submitted to Welfare Dept. by the contractor The Contractor may be debarred in case he is found that he is not complying with the statutory provisions.

62.0 LIABILITY FOR ACCIDENTS AND DAMAGES:

62.1 The CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/ damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run.

Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India: War, hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

62.2 The CONTRACTOR shall indemnify the IREL in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the IREL and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the IREL's instructions), material or workmanship, any breach of the CONTRACTOR's obligations.

63.0 SAFETY CLAUSES:

Before commencement of the work, the Contractor will give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the organisation rigorously and any deviation from this would make them liable for action.

(a) SAFETY CLEARANCE:

Along with contract document and job instructions from the contracting department, the Contractor will come to Safety & Training Deptt. where he will be further briefed and Contractor's Safety Management Policy will be explained. The Contractor will not be permitted to start the job without getting a written safety clearance from Safety & Training Deptt.

(b) SHUTDOWNS

The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shutdowns/ clearance are taken before sending workers in such locations.

(c) WORK AT HEIGHT

Whenever work at height is involved Contractor should obtain passes to work at height for these persons who will be required to work at height from Safety & Training Deptt.

(d) INJURY TO WORKMEN

The Contractor after preliminary examination at PHC may take his injured workmen to his own Doctor with a permission from the Doctor at PHC at his own risk giving an undertaking to that effect in writing to the Doctor. He will, however, have

insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR.

CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

64.2 CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES' STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees' State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Contract. The CONTRACTOR shall deduct and secure the agreement of the SUB-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees' State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

- iii) **TRANSIT INSURANCE:**
In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.
- iv) **COMPREHENSIVE AUTOMOBILE INSURANCE:**
This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.
- v) **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**
- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
 - b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees' State Insurance Act.
 - c) The policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others' equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.
 - d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
 - e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
 - f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vi) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:**
CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.
- 65.0 **General**
- 65.1 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.
- 65.2 **LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS:**
Losses or damages occurring to the EMPLOYER owing to the CONTRACTOR's failure to adhere to any of the instructions given by the EMPLOYER in connection with the contract execution shall be recoverable from the CONTRACTOR.
- 65.3 **RECOVERY OF SUMS DUE:**
All costs, damages or expenses which the EMPLOYER may have paid, for which under the CONTRACT CONTRACTOR is liable, may be recovered by the EMPLOYER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the CONTRACTOR under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the CONTRACTOR be not sufficient to recover the recoverable amount, the CONTRACTOR shall pay to the EMPLOYER, on demand, the balance amount.
- 65.4 **PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER:**
No sum paid on account by the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.
- 65.5 **CUT-OFF DATES:**
No claims or correspondence on this Contract shall be entertained by the EMPLOYER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing.

Dated the _____ day of _____ 20--
_____ Bank

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

Bank's Common seal

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)