

IREL (India) Limited (A Government of India Undertaking) Chavara , Chavara, Kollam, Kerala, 691583 Phone No: Email: GST No:32AAACI2799F1ZN



General Conditions of Purchase Enquiry

- Submission of offers: Offers, along with tender forms and drawings, if any, shall be duly signed and submitted in sealed covers superscribed with Enquiry / Tender No. and Due Date and the bidder's name and address. The bids shall reach us on or before the due date and time of opening of Tender. Samples, where required, shall be submitted along with the offer.
- 2. IREL (India) Limited reserves the right to amend in part / full any or all tenders / enquiries without assigning any reason. Bidders are advised to check the websites http://bit.ly/instcirelil, http://bit.ly/instcirelil, http://bit.ly/instcirelil">http://bit.ly/instcirelil, http://bit.ly/instcirelil, http://bit.ly/instcirel
- 3. Bidders are advised to renew their registration with IREL (India) Limited, Chavara. Please visit https://bit.ly/irevendreg.
- 4. Tenders through Telex / FAX / Telegram / Email shall not be accepted, except in the case of Proprietary tender / enquiry.
- 5. Offer should be free from overwriting and/or erasures. All corrections and/or additions should be self-attested.
- 6. Unless otherwise specified in the tender / enquiry, prices shall be quoted in Indian Rupees and shall be for supplies on 'F.O.R. IREL (India) Limited, Chavara' basis as per specimen Price Schedule format given.
- 7. Bidder should submit price for supply/erection/services etc. separately, if required. Rates for supervisory services of bidder's personnel shall be indicated separately, for use in cases where we decide to undertake the erection / installation departmentally.
- 8. The rates quoted shall include all taxes, levies, etc. that are applicable. It shall clearly indicate the applicable rate / amount for each component. If nothing is specifically mentioned in the offer, it shall be construed that the rate is all inclusive.
- 9. Bidders are required to quote firm price, valid for a minimum of 45 days from the date of opening of the tender / enquiry.
- 10. Bidder shall mention the delivery period required for them to execute the order, as against the requirement of the tender.
- 11. IREL (India) Limited reserves the right to accept or reject in part / full any or all tenders / enquiries without assigning any reason.
- 12. IREL (India) Limited also reserves the right to waive, in whole or in part, any of the clauses mentioned herein.
- 13. Evaluation of bid: Unless provided for otherwise, technically and commercially acceptable bids shall be evaluated on Overall L₁ basis for placement of order. However, IREL (India) Limited reserves the right to evaluate offers on Individual L₁ basis and also split the order (item-wise / quantity-wise) among the bidders, if required, to IREL (India) Limited's benefit.
- 14. Payment terms: 100% payment shall be released within 30 days of receipt and acceptance of goods at site / IREL (India) Limited, Chavara after due inspection, acceptance and certification by the official concerned. All payments may be subject to TDS (Tax Deduction at Source) at the prevailing rates as provided in the Income Tax Act.
- 15. In case bidder submits payment terms other than those stipulated above, IREL (India) Limited reserves the right to reject / accept the bid. If accepted, IREL (India) Limited will load a factor @12% (Twelve) while evaluating the bid.
- 16. Unless provided for otherwise in the contract, payment shall be released only after completion of the entire supply.
- 17. Period of Contract: Time is of the essence in the contract. The time indicated in the Purchase Order is for delivery of goods at IREL (India) Limited Stores, Chavara / designated site and shall be strictly adhered to; otherwise, LD would be applicable (See CI. 18).
- 18. Security Deposit (SD): As applicable to the contract, the supplier shall remit SD equivalent to 3% or 5% of the total contract value (inclusive of EMD, if any), as the case may be as per prevalent rules/conditions. This may be submitted by way of BC/DD/BG in favour of IREL (India) Limited, Chavara payable at Chavara on any scheduled bank or in any other form acceptable to IREL (India) Limited. The SD shall be *i*) forfeited in the event of non-execution / unsatisfactory execution of the order, *ii*) refunded without interest after satisfactory execution of the order.
- Inspection and acceptance: Until certified as conforming to the P.O. on inspection at its Stores, IREL (India) Limited shall not be deemed to have accepted the goods / supplier shall not be deemed to have delivered the goods as per the P.O.
- 20. Liquidated Damages (LD): For delays attributable to the supplier / contractor, LD shall be levied at the rate of 0.5% per week or part thereof on the value of unfinished supplies for each week of delay, subject to a maximum of 5% or 10% of the total contract value, as the case may be as per prevalent rules/conditions.
- 21. Cancellation: IREL (India) Limited reserves the right to cancel the P.O., in whole or part thereof, without assigning any reason whatsoever, against 2 weeks' written notice to the supplier if they (*i*) fail to supply goods in accordance with the PO (*ii*) go bankrupt or go into liquidation (*iii*) fail to deliver the goods on time (*iv*) fail to replace the rejected items promptly to the satisfaction of IREL (India) Limited (*v*) fail to comply with any contractual requirements like timely remittance of SD and / or commit breach of any of the contractual terms and conditions (*vi*) indulge in unlawful activities and fraud.
- 22. In the event of cancellation of the P.O. in full or part, IREL (India) Limited reserves the right to get the balance work executed through any other agency at the risk and cost of the supplier / contractor.
- 23. The quantities indicated in the Tender / Enquiry are indicative and IREL is not obligated to place order for the full quantities.
- 24. Ordered items are to be supplied at our Stores strictly using recyclable packing materials only.
- 25. Vehicles making deliveries at IREL (India) Limited, Chavara shall have valid PUC Certificate.
- 26. Unloading at IREL (India) Limited Stores, Chavara shall be done by us and charges shall be borne by us. Incidental expenses, other than unloading charges, shall be to party's account.
- 27. Force Majeure: Either party shall be exempted from performance of the contract by circumstances beyond its reasonable control, which shall include, but shall not be limited to, acts of God, governmental action, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-out, strike or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers.
- 28. Arbitration: All disputes or differences arising out of or in consequence to the contract shall be settled by the sole arbitrator appointed by IREL (India) Limited in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of arbitration shall be Kollam.
- 29. Jurisdiction: In the event of disputes, the same will be subject to exclusive jurisdiction of the Courts of Kollam, Kerala.
- 30. Submission of Bid Security / Performance Security:
 - (i) Bid Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Purchaser's interests in all respects.
 - (ii) Performance Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form, safeguarding the Purchaser's interests in all respects.

(Formerly Indian Rare Earths Limited) CHAVARA - 691 583, KOLLAM DIST., KERALA

CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN

Benefits to Micro and Small Enterprises (MSEs)

- Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits: (a) Issue of Tender Document free of cost
 - (b) Exemption from payment of Earnest Money Deposit
 - (c) Price preference up to 15%.
 - (d) Relaxation of prior experience / prior turnover criteria, subject to meeting quality and technical specifications.
 - (e) In case MSE participates in the TReDS Platform, they stand to get benefits. Visit https://www.rxil.in/Home/Index.
- 2. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules.
- 3. In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
- 4. Out of 25% procurement from MSEs, 4% is earmarked for MSE units owned by Scheduled Caste / Scheduled Tribe (SC/ST) entrepreneurs and 3% for women-owned enterprises. Tenderers are required to state clearly if they are SC/ST entrepreneurs or women-owned enterprises.
- 5 MSEs are required to submit along with their offer, Udyog Aadhaar Memorandum or valid Registration Certificate issued by NSIC / DIC / KVIC / KVIB / Coir Board / Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL (India) Limited for grant of MSME benefits.
- 6. The above benefits available to MSE bidders shall be provided to those MSE bidders who submit Udyog Aadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.
- 7. TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS, MSME need to register themselves in TREDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TREDS Platform.
- 8. After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service); IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.
- 9. IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.
- 10 As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform.
- 11. Vendors can get themselves registered at: <u>https://onboarding.rxil.in/customerapp/home.</u>
- 12. The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.
- 13. For any registration queries, vendors may please contact,

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

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

IREL(India) Limited Unit Administrator Mrs Usha Nandhini +91-476-2680701 Ext-304 email : usha.nandhini@irel.co.in IREL(India) Limited Nodal Officer Mr K.V Ramakrishna :+91 81049 97177 email: kvramakrishna@irel.co.in

Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

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_____ Price Schedule

Tender No. and Date: 18051/ Date: 28-02-2022. Last date of submission of offer: 19/01/2023

(Bidders are required to fill all details for items offered. Rows shall be added as required.)

No.		2	3	4	5	6	7	8	9	10	11 (*)
	Item Code	Item as per Enquiry	HSN Code	Unit	Qty.	Basic Rate (a)	P&F (b)	Freight (c)	Insurance (d)	GST% (e)	Total (F)
1	1900011657	ACENEXT 100MG TAB		Numbers	600		()		(••)	(•)	(•)
	1900053171	AF 150 DT		Numbers	100						
	1900018039	AMBRODIL 100 ML		Numbers	100						
	1900053175	ASCORIL 120 ML EXPECTORANT		BOTTLE	100						
5	1900018007	ASCORYL SUGAR FREE SYRUP		Numbers	180						
	1900016209	ATORBEST 20 MG		Numbers	400						
	1900011654	ATORVA 5 MG		Numbers	1000						
	1900029029	AVIL 25MG TAB		Numbers	600						
	1900029095	AZITHRAL 500MG		Numbers	360						
	1900011669	BEPLEX FORTE TAB		Numbers	2000						
	1900029302	BETADINE OINTMENT 15 GRAM		TUBE	25						
	1900011673	BETANIL GM 25 GRAMOINTMENT		TUBE	50						
13	1900029289	BURN HEAL OINTMENT		TUBE	20						
14	1900011283	CALCIGEN D3 CAP [CADILA]		Numbers	400						
15	1900029310	CANDID CREAM 30 GRAM		TUBE	50						
16	1900013291	CANDID LOTION		BOTTLE	20						
17	1900011679	CEFRAX 200 MG TAB [CIPLA GENERIC]		Numbers	1000						
	1900015326	CELIN 500 TAB		Numbers	500						
	1900011684	CILACAR 10MG TAB		Numbers	450						
20	1900029192	CILACAR 5MG TAB		Numbers	700						
	1900011761	CIPMOL 650MG TAB [CIPA]		Numbers	2000						
	1900010841	CONCOR 2.5 MG TAB		Numbers	300						<u> </u>
23	1900018016	CONCOR 5MG TAB		Numbers	200						ļ'
	1900011731	COSART H TAB		Numbers	400						ļ'
	1900010864	DOMSTAL 10 MG TAB		Numbers	200						<u> </u>
	1900053167	ECOSPIRIN 75 TAB		Numbers	1500						ļ!
	1900053165	ECOSPIRIN 150 TAB		Numbers	700						ļ!
28 29	1900011271 1900029022	ECOSPIRIN AV 75 TAB ELTROXIN 100 MCG TAB		Numbers BOTTLE	700 20						ļ'
	1900029022	ELTROXIN 100 MCG TAB		BOTTLE	10						
	1900010876	ELTROXIN 125 MCG TAB		BOTTLE	20						
	1900029020	ELTROXIN 25MCG TAB		BOTTLE	30						
	1900012125	EXERMET 500MG SR TAB [CIPLA]		Numbers	1800						
	1900053185	GLENSORE		Numbers	50						
	1900011702	GLIMDA 2MG TAB[CIPLA]		Numbers	2000						
	1900011647	HIPRESS 25MG TAB		Numbers	700						
	1900029242	LASIX 40MG TAB		Numbers	300						
38	1900011281	LIPIVAS 10MG TAB[CIPLA GENERIC]		Numbers	2000						
39	1900053163	LOSAR 50MG TAB		Numbers	900						
	1900029166	METOLAR 50 MG TAB		Numbers	1500						
	1900029147	MOXCLAV 625 TAB		Numbers	300						
	1900029255	MTN-LC		Numbers	2000						ļ'
	1900053183	NEBICARD TAB. 5 MG		Numbers	500						ļ!
	1900011738	NICARDIA RETARD 20MG TAB		Numbers	240						'
	1900047047	OKACET 10 MG TAB[CETRIZINE]		Numbers	500						
	1900011733	OKAMET 500MG TAB [CIPLA] OMNIGEL 30 GM		Numbers TUBE	2000						
	1900011764	REFRESH TEARS EYE DROPS 10 ML		BOTTLE	200 30						
	1900052632 1900053179	ROSUVAS 5 MG 5MG TAB		Numbers	30 500		<u> </u>				
	1900053179	SEROFLO 250 INHALER	-	BOTTLE	20						┝────┘
	1900053181	SIBELIUM TAB. 10 MG		Numbers	200		1				
-	1900016333	T BACT 2% OINTMENT		Numbers	10		1				
	1900013289	TELMA 20 MG TAB		Numbers	1500						
	1900010867	TELMA 40MG TAB		Numbers	1500						
	1900053169	TENEPRIDE 20MG TAB		Numbers	350						
	1900011772	UDILIV 150MG TAB		Numbers	150						
	1900011753	URIDER D TAB		Numbers	150						
	1900029200	VERTIN 8MG TAB		Numbers	200						
	1900016267	ZENTAL 400 MG CHEWABLE		Numbers	100						

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• (*) - Column 11 above sh	(*) - Column 11 above shall indicate Total Landed Cost at Stores, IREL (India) Limited, Chavara. In case, GST% is different for any of the P								
•	Components <u>a</u> / <u>b</u> / <u>c</u> / <u>d</u> above, it shall be clearly indicated in the Bidder's official Letter Head separately, duly signed and seal-affixed. (a+b+c+d) + ((a+b+c+d)*e/100).								
Discount, if any	:								
Delivery (Place)	: At IREL, Stores, Chavara								
Delivery Period	:								
Expiry Period :	Expiry Period of Medicines shall be 18Months from the date of supply, if any medicines will Expire in before 18 month will taken back by the supplier.								
Validity Period of offer	: 45 days from the date of opening tender								
Payment Terms	: Within 30 days from the date of receipt of material at IREL Stores, Chavara								
Bidder's reference No. & Da	ate :								
Bidder's name	:								
Bidder's phone no.	:								
Bidder's email ID	·								
Bidder's address	:								
Bidder's bank details	:								
Bidder's GST No.	:								