



आईआरईएल)इंडिया (लिमिटेड
IREL (India) Limited
 (Formerly Indian Rare Earths Limited)

(भारत सरकार का उपक्रम)
 (A Government of India Undertaking)

CIN : U15100MH1950GOI008187 Website : www.irel.co.in



Schedule of Tender

Tender No.	03-33339
CPP e-tender No.	2025_IREL_234975_1
Item/ Job Description	ARC for Warman pump spares
Tendering Mode E-Procurement System of Central Procurement Portal	Open Tender
Date of Starting of e-Tender	09/05/2025 8.30 AM
Date of starting of Pre-Bid Meeting	NA
Date of closing of Pre-Bid Meeting	NA
Estimated Value of Supply	Rs.16,95,97,305.00/- (Inclusive of GST)
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	30/05/2025 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	31/05/2025 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	Rs.28,74,530.59/-
Tender Document Cost(TDC)	Rs.2,500/- (In case bidders download the Tender document from the website then no need to pay TDC)
Validity of Tender	120 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	Twelve (12) Months from date of receipt of Order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII Annexure – IX	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical specifications Techno Commercial Response Price Bid Undertaking Formats

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

IREL(India)Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <https://etenders.gov.in>

Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.

Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(India)Limited, OSCOM.

Bidders are requested to read the terms & conditions of this tender before submitting their bids.

1.0 Process of E-tender:

**a) Contact person of Tendering Authority
(IREL(India)Limited, OSCOM Unit)**

<u>Purpose</u>	<u>Name</u>	<u>Email id</u>	<u>Mobile No.</u>
For Bid/tender related query	Shri S K Pandey. DGM-Tech(Purchase)	skpandey@irel.co.in	+91 9604831614
	Smt.Sweta Sinha, Manager(Purchase)	sksinha@irel.co.in	+91 9692495746
For Technical Specification/Scope of work related Query (EIC)	Shri. Sugandh Sethi, AM(Mech.)	sugandh.sethi@irel.co.in	+91 8358933920
	Shri Praveen Yadav, DM(Mech.)	praveen.yadav19@irel.co.in	+91 9348186094

2.0 Bidders may please note that payment is to be made to IREL(India)Limited **separately through RTGS / NEFT as per details given below:**

Account Name : IREL(India)Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : purchase1-os@irel.co.in

3.0 Additional information for bidders:

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL(India)Limited. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.
- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid

bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://etenders.gov.in/eprocure>
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- (vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**
At any time, prior to the last date for submission of tenders, IREL(India)Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(India)Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site.
- (vii) **Bidders to note the following:**
The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL(India)Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL(India)Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL(India)Limited shall not have any liability to bidders for any interruption or delay in access to the CPP portal irrespective of the cause. In such cases, the decision of IREL(India)Limited shall be binding on the bidders.

4.0 Earnest Money Deposit:

- 4.1 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.
- 4.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.
- 4.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 4.4 EMD can also be remitted by way of Insurance surety bonds/ NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo

(Branch code 6086)/ Indian Bank, Kanamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

4.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

4.6 **Exemption from payment of EMD:**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSE/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL(India)Limited reserves the right to reject the tender.

4.7 The earnest money shall be dealt with as follows:

- i) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL(India)Limited.
- ii) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

4.8 **EMD is liable to be forfeited if:**

- a. The tenderer indulges himself in any undesirable practice or malpractice.
- b. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL(India)Limited.
- c. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. IREL(India)Limited.
- d. The successful tenderer does not deposit the security deposit within the stipulated period.
- e. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

5.0 **SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**

5.1 The successful tenderer (referred as successful bidder) is required to furnish Insurance surety bonds/ Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to five (5) per cent cent as per the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 14 (Fourteen) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C

Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

5.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL(India)Limited.

5.3 FORFEITURE OF SECURITY DEPOSIT

The SD money shall stand forfeited in favour of IREL(India)Limited, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

6.0 PRICE PREFERENCE CLAUSES

6.1 Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startup are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India)Limited.

6.2 Price preference: :

Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (c) Issue of tender document free of cost
- (d) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India)Limited.

6.3 Relaxation of Norm for Startup and MSE in Public Procurement:

1. Subject to meeting of Quality and Technical specifications, as per policy no 1 (2)(1)2016-MA Dt 10.03.2016 IREL(India)Limited may consider allowing the participation of "Start up"/ MSE companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of technical bid.

3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups/MSE as per the GOI guidelines.
4. However, there may be circumstances like procurement of items/services related to public safety, health, Core Operation critical security operations and equipment, etc wherein IREL(India)Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

6.4 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

6.5 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

The MSEs owned by SC/ST entrepreneurs shall mean: -

- 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% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL(India)Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

6.6 DPE instructions

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. Manoj Kumar Parida**: +91 9348683085 / +91 9004100784 email:

manoj.parida@rxil.in.

RXIL Relationship Support Manager **Mr. Bijay Das**: +91 7008198572 email: bijay.das@rxil.in

IREL(India) Limited Nodal Officer **Mr. K.V. Ramakrishna** : +91 81049 97177 email: kvramakrishna@irel.co.in

7.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL(India)Limited for rejection of his bid.
- (ii) The bid shall be valid for a period as mentioned in the Schedule of Tender.

8.0 RIGHT TO REJECT THE TENDER:

- (a) IREL(India)Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (B) IREL(India)Limited. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL(India)Limited. The tenderers on their part shall accept such part offered by IREL(India)Limited.

9.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

10.0 INSPECTION OF SITE AND OTHER CONDITIONS:

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL(India)Limited and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL(India)Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

11.0 VARIATIONS/ DEVIATION/ AMENDMENTS:

Instead of item wise deviation, over all deviation will be considered while working out amount. Upto 10% variation in the execution of works contracts/projects/purchase order of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order. All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by the unit head. In case of HO, it is to be approved by the competent authority as per delegation of power. Approval of competent authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value. This clause should be a part of the NIT/ Contract

12.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL(India)Limited may elect to withdraw the invitation to tender.

13.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(India)Limited have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between

the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

14.0 RELATED PARTY:

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

15.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase1-os@irel.co.in.

16.0 **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

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 undertaking.

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

Chairman & MD IREL(India)Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL(India)Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in
<p>or</p> <p>Sri C V R Murty, GM & Head, OSCOM IREL(India)Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: head-ireo@irel.co.in</p>	

We assure you those 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 under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For IREL(India)Limited,

Sd/

DGM-Tech (Purchase)

17.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To
M/s.IREL(India)Limited
OSCOM, Matikhalo-
761045.

I/ Weam/are a Vendor/ Customer of IREL(India)Limited.

I/We agree and undertake:

- (i) 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 company and its field Unit namely OSCOM at Orissa,
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.

Signature:.....

Name:.....

Address (with seal):.....

18. DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
General Information						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(India)Limited, OSCOM					
Pre-qualification Documents: Technical Competence – execution of similar works						
	Order No	Name of Client	Date of order	Value of supply	Proof of Completion	Documents uploaded
1						
2						
3						
Pre-qualification Documents: Financial Competence						
	Profit & Loss Account or Published Annual Account	2021-22	2022-23	2023-24	Documents uploaded	
1	Turnover in Rs Income from operations					
Details of Other documents uploaded						
1						
2						

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

(i) Technical Competence:

This is a proprietary tender only OEM M/s. Weir Mineral or their authorized representative can participate. However valid authorization certificate is to be submitted along with offer.

(iii) Financial Soundness:

Average Financial turn over **during last three years ending March 2024** shall not be less than **Rs.431 Lakhs**. Financial Statements / IT Returns for the above periods is to be submitted. In case of Public/ Private Limited companies, published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected.

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL(India)Limited, OSCOM.
- **Evaluation shall be done on overall L-1 basis.**
- MSME and startup enterprises shall be allowed relaxation on prior experience and turnover as per policy circular 1(2)(1) 2016-MA dated:10th March 2016.Provided they can prove that they are technically capable to deliver as per quality Specification.
- **As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2022, issued by Ministry of Finance, Department of Expenditure: - During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.****
- **As per section 7.3.1 of Manuals for procurement of Goods, the offer shall be declared as unresponsive and be ignored during the initial scrutiny if:**
 - i) The offer is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria(example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a large scale unit);
 - iv) The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

- v) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
- vi) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment.

➤ **DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

➤ **Blacklisting:**

The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.

A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal.

- Bidders should upload sign & seal copy of **Annexure-VII-A** towards their acceptance to all T&C of the tender. Otherwise, it will be presumed that they have acceptance to all T& C and there is no deviation

GENERAL CONDITIONS OF CONTRACT

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 performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise 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 who 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 fulfill 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.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
- e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.

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 fulfill 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 fulfill 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 fulfill 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) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract. 2

2.2 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 preestimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

23.0 Rejections, Removal of Rejected Equipment & Replacement

- 23.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 23.2 If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 23.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 23.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 23.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

24.1 Termination for Default

- 24.1.1 In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days.

The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

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

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

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

24.2 Termination for Insolvency

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

25.0 Force Majeure

- 25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT.

Force Majeure shall mean and be limited to the following:

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

The decision as to whether an event constitutes force majeure shall rest with PURCHASER which shall be final and binding.

- 25.2 If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures.
- 25.3 If a Force Majeure situation arises, the SELLER shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the SELLER shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side.

26.0 Resolution of Disputes/ Arbitration:

- 26.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 26.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.
- 26.3 **Legal Construction:** The Contract shall in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

26.4 Arbitration:

- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.
- b) If the SELLER is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Chatrapur, Ganjam, Odisha and language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- f) The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.

26.5 Jurisdiction

The courts at Chatrapur, Ganjam, Odisha 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, license fees, and other such levies imposed outside the PURCHASER's country.
- 27.2 A domestic Seller shall be entirely responsible for all taxes, duties, license 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 licenses 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 Dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) Sale of goods such as drugs which have expiry dates.

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

30.0 Limitation of Liability

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

31.0 Method of blacklisting vendors

- 31.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
- 31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either techno-commercial and / or price) or withdraw his bid after receipt of the same and during the validity period of bid.
- 31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- If security considerations including question of loyalty to the state so warrant.
 - 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.
 - 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 neither 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.

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 TENDER RATES:

- (a) The rates quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- (b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un responsive.

3.0 Payment terms:

Our payment terms are 100% against clear invoice for payment within 30 days from the date of receipt of materials along with all relevant documents at our Central Stores against acceptance.

NO advance payment will be made under any circumstances.

Payment shall be made by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

4.0 Time period of supply:

Time is the essence of contract and delivery must be strictly adhered to as per the delivery schedule. This contract being an Annual Rate Contract staggered supply of warman pump spares mentioned in the technical specification shall be supplied. Request for supply of item will be forwarded to you through E-mail, written communication. You shall supply the item within 45 days of intimation failing which Liquidated damages will be imposed.

This CONTRACT shall remain valid for a period of Twelve months from the date of placement of Order or total value of the contract reaches Rs. **16,95,97,305.00/-** (Inclusive of GST) whichever is earlier.

5.0 Liquidated damages:

As per GCOC Clause **22.1 Liquidated Damages Schedule for Delayed Delivery**

6.0 SECURITY DEPOSIT:

The successful tenderer (referred as successful bidder) is required to furnish Insurance surety bonds/ Demand draft/ Bankers Cheque or Bank Guarantee, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to **Five (5)** per cent of the contract value (Excluding Taxes) towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 14 (Fourteen) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted.

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the

successful tenderer. The total security deposit shall be refunded/ returned after completion of guarantee / warrantee on certification by Engineer-in-charge.

7.0 Warranty:

The materials/equipment's and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of supply.

8.0 MODE OF PAYMENT:

The payment shall be released after deducting the following:

- (a) Compensation recoverable if any.
- (b) LD recoverable, if any.
- (c) Recoveries on account of contractee's facilities and services, if any.
- (d) Deduction, if any, towards re-coupmnt of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) All Statutory deduction, if any, as per rules.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.

9.0 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 Indian Rare Earths Limited (hereinafter called the "IREL(India)Limited" 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 IREL(India)Limited 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 IREL(India)Limited 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 IREL(India)Limited 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 IREL(India)Limited 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:

1.0 Commitments of IREL

1.1The IREL(India)Limited undertakes that no official of the IREL(India)Limited, 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.

1.2 The IREL(India)Limited 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

1.3 All the officials of the IREL(India)Limited 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 IREL(India)Limited will full and verifiable facts and the same is prima facie found to be correct by the IREL(India)Limited, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the IREL(India)Limited 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 IREL(India)Limited the proceedings under the contract would not be stalled.

2.0 Commitments of BIDDERS

2.0 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: -

2.1. 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 IREL(India)Limited, 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.

2.2 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 IREL(India)Limited 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.

2.3 The BIDDER further confirms and declares to the IREL(India)Limited 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 IREL(India)Limited 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.

2.4 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.

2.5 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.

2.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the IREL(India)Limited 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.

2.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.10 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 IREL(India)Limited, or alternatively, if any relative of an officer of the IREL(India)Limited 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

2.11 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.

3 Previous Transgression:

3.1 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.

3.2 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.

4.0 Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall submit a declaration in lieu of earnest money deposit along with bid.

Security Deposit is to be submitted as per the contractual obligations on the part of the BIDDER as per RFP. No interest shall be payable by the BUYER to the BIDDER on Security Deposit for the period of its currency.

5.0 Sanctions for Violations

5.1 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 IREL(India)Limited 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 IREL and the IREL 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 IREL, 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 IREL 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 encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the IREL, 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 IREL resulting from such cancellation / rescission and the IREL 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 Indian Rare Earths 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 IREL with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the IREL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The IREL(India)Limited 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.

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.

The person signing the integrity pact shall not approach the courts while representing the matters to IEMs and he/she will wait their decision in the matter.

6.0 Independent Monitors

The IREL(India)Limited has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission

Shri Rais Ahmed

Mail Id: ahmadrais1959@gmail.com

M.No. 9910007239

6.1 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.

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

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

6.4 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 IREL.

6.5 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the IREL 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.

6.6 The IREL 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.

6.7 The Monitor will submit a written report to the designated Authority of IREL 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.

7.0 Facilitation of Investigation: In case of any allegation of violation of any provision of this Pact or payment of commission, the IREL 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.

8.0 Law and Place of Jurisdiction: This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the IREL.

9.0 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.

10.0 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 IREL 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 1

Witness 1

Witness 2

Witness 2

Technical Specification**MSP**

S.No	Slurry pump type	Description of item	Part No	Quantity
1	Slurry Pump 1.5/1 BAH	Impeller-PU	B1052U38	1
2		Cover Plate Liner-PU	B1017U38	1
3		Frame Plate Liner-PU	B1036MU38	1
4		Shaft Sleeve	B075C21	1
5		Clamp Bolt with 1 Nut	B012ME62	1
6		Clamp Washer	B011E63	1
7		Bearing Assembly	B005MG01	1
8		Lip Seal	B090SQS10	1
9		Expeller	B028A05	1
10		Expeller Ring	B029A05	1
11		Expeller Ring -Rubber	B029R55	1
12		Impeller- PU	B15127U38	1
13		Cover Plate Liner-PU	B15017U38	1
14		Frame Plate Liner-PU	B15036U38	1
15		Frame Plate Liner Stud and Nut	B026ME62	1
16		Adjusting Screw -3Nuts- 2Washer	B001ME62	1
17	Slurry Pump 2/1.5 BAH	Gland Clamp Bolt with 1Nut	B126MC23	1
18		Gland Bolt with 1Nut -1 Washer	B045MC23	1
19		Gland -2Piece	B044C23	1
20		Frame Plate Stud with 2Nuts	B039ME63	1
21		Cover Plate Bolt-2Nuts	B015ME63	1
22		Shaft Sleeve O-Ring	B109S10	1
23		Impeller O-Ring	B217S10	1
24		Shim Set	B025P10	1
25		Lantern Ring	B063C23	1
26		Labyrinth	B06210D81	1
27		Labyrinth Locknut	B061E62	1
28		End Cover	B02410D21	1
29		Piston Ring	B108G02	1
30		Base	B003MD21	1
31		Grease Retainer	B046D21	1
32		Motor Mounting Stud	B066	1
33	Slurry Pump 3/2 CAH	Impeller- PU	C2147U38	1
34		Impeller- metal	C2147A05	1
35		Cover Plate Liner-PU	C2017MU38	1
36		Frame Plate Liner-PU	C2036MU38	1
37		Expeller-Metal	C028A05	1
38		Expeller Ring-Metal	C029A05	1

39		Expeller Ring-Rubber	C029R55	1
40		Frame Plate Liner Stud & Nut	C026ME62	1
41		Bearing Assembly	C005MG01	1
42		Cover Plate Bolt-2 Nuts	C015ME63	1
43		Impeller O-Ring	C217S10	1
44		Motor Mounting Stud	C066	1
45	Slurry Pump 4/3 CAH	Bearing Assembly	CAM005MG01	1
46		Frame Plate Liner Stud and Nut	D026ME62	1
47		Expeller	CAM028A05	1
48		Expeller Ring	CAM029A05	1
49		Shaft Sleeve	C075C21	1
50		Packing	C111Q05	1
51		Lip Seal	C090SQS10	1
52		Adjusting Screw -3Nuts-2Washer	C001ME62	1
53		Clamp Bolt With 1Nut	C012ME62	1
54		Gland Clamp Bolt with 1 Nut	C126MC23	1
55		Gland Bolt With 1Nut-1 Washer	C045MC23	1
56		Gland 2Piece	C044C23	1
57		Frame Plate Stud With 2 Nuts	C039ME63	1
58		Shaft Sleeve O-Ring	C109S10	1
59		Impeller O-Ring	D064S10	1
60		Shim Set	C025P10	1
61		Lantern Ring	C063C23	1
62		Labyrinth	C06210D81	1
63		Labyrinth Locknut	C061E62	1
64		Grease Retainer	C046D21	1
65		Bearing Housing	C004MG01	1
66		End Cover	C02410D81	1
67		Piston Ring	C108G02	1
68		Base	C003MD21	1
69	Slurry Pump 4/3 DAH	Impeller PU	D3147 U38	1
70		Impeller - Metal	D3147A05	1
71		Frame plate liner-PU	D3036MU38	1
72		CP Liner-PU	D3017 MU38	1
73		Bearing Assy.	D005MD21	1
74		Expeller ring -rubber	D029R55	1
75		Expeller ring -Metal	D029A05	1
76		Expeller	D028 A05	1
77		Impeller "O"Ring	E064S10	1
78		Frame plate Liner stud with nut	D026	1
79		Cover plate bolt-2nuts	D015M	1
80		CP Liner stud, nut	D023M	1
81		Gland clamp bolt	D126 M C23	1
82		Gland (2 pieces)	D044 C23	1

83		Gland bolt with nut and washer	D045MC23	1
84		Neck ring	D067	1
85		Grease reatiner	D046D21	1
86		Bearing Housing	D004MD21	1
87	Slurry Pump 6/4 DAH	Bearing Assy.	DAM005MD21	1
88		Expeller ring -rubber	DAM029MR55	1
89		Expeller ring - Metal	DAM029A05	1
90		Expeller	DAM028AO5	1
91		Shaft sleeve	D075C21	1
92		Lip seal	D090SQS10	1
93		Shaft sleeve "O"Ring	D109S10	1
94		Impeller "O"Ring	F064S10	1
95		Clamp washer	D011E63	1
96		Clamp bolt with nut	D012ME62	1
97		Cover plate bolt-2nuts	E4015ME63	1
98		FP Liner stud with nut	DAM026ME62	1
99		FP stud with 2 nuts	D034ME62	1
100		Adjusting screw-3nuts-2washer	D001ME62	1
101		Moter base plate mounting stud	D066E68	1
102		Shim set	D025P10	1
103		Piston Ring	D108G01	1
104		Neck Ring	D067C23	1
105		Cotter		1
106		Base	D003MD21	1
107		Labyrinth	D06210D81	1
108		Lantern ring	D063C23	1
109	Slurry Pump 6/4 EAH	Impeller PU	E4147U38	1
110		Frame plate liner-Rubber	E4036MR55	1
111		Frame plate liner - PU	E4036MU38	1
112		CP Liner -PU	E4018U38	1
113		CP Liner-Rubber	E4018R55	1
114		Throat bush - Rubber	E4083R33	1
115		Throat bush - PU	E4083U38	1
116		Bearing Assy.	E005MG01	1
117		Expeller ring -rubber	E029MR55	1
118		Expeller ring -Metal	E029A05	1
119		Expeller	E028AO5	1
120		clamp bolt with nut	E012MC23	1
121		Adjusting screw-3nuts-2washer	E001ME62	1
122		Cotter	F6085	1
123	Slurry Pump 8/6 EAH	Impeller PU	F6147U38	1
124		Frame plate liner -PU	F6036U38	1
125		CP Liner - PU	F6018U38	1
126		Throat bush - PU	F6083U38	1
127		Bearing Assy.	EAM005MD21	1

128		Expeller ring -Rubber	EAM029MR55	1
129		Expeller ring -metal	EAM029A05	1
130		Expeller	EAM028A05	1
131		Shaft sleeve	E075 C21	1
132		Shaft sleeve "O"Ring	E109 S10	1
133		Impeller "O"Ring	F064S10	1
134		Lip seal	E090S10	1
135		FP Liner stud with 2nuts	E4026ME62	1
136		FP stud with 2nuts	E039 ME63	1
137		Cover plate bolt-2nuts	F6015ME63	1
138		Clamp bolt with nut	E012ME62	1
139		Clamp washer	E011E62	1
140		Adjusting screw-3nuts-2washer	E001ME62	1
141		Shim set	E025P30	1
142		Piston Ring	E108G02	1
143		Gland clamp bolt	E126MC23	1
144		Gland bolt with nut and washer	E045MC23	1
145		Split Gland (2 pieces)	E044C23	1
146		Neck ring	E067C23	1
147		Cotter	F6085E02	1
148		Base	E003MD21	1
149	100 RVSP	Shaft(D=1500MM)	RV10073JE05	1
150		Back Liner Seal	E4124S01	1
151		Impeller	SP10206AA05	1
152		Casing	SP10092A05	1
153		Back Liner	SP10041A05	1
154		Strainer Lower	SP10116L2E02	1
155		Impeller O-Ring	RV064S10	1
156		Bearing Assembly (Column Length-1500mm)	RV10005J	1
157	65 QVSP	Shaft (D=1200MM)	QV65073GE05	1
158		Casing	SP65092A05	1
159		Impeller O-Ring	QV064S10	1
160		Strainer-Lower	SP65116LD21	1
161		Impeller	SP65206AA05	1
162		Back Liner	SP65041A05	1
163		Spacer Set	QV290E02	1
164		Bearing Assembly (Column Length- 1200mm)	QV005G	1
165	Water pump 6/5 DXU	Shaft Sleeve	DAMXU5075C21	1
166		Frame Plate Liner Stud	M10Z3-55VC	1
167		Frame Plate Liner Insert	DXU5041A05	1
168		Impeller	EXU5147A05	1
169		Discharge Joint Ring	DXU5372S01	1
170		T-Liner	DXU5124R55	1
171		Intake Joint Ring	FU6372S01	1
172		Expeller Ring O-Ring	69T342E456	1

173		Expeller Ring	DAMXU5029A05	1
174		Expeller	DAMXU5028A05	1
175		Packing Retainer	DXU259P90	1
176		End Cover	D024-10D21	1
177		Bearing Seal	D089-10S10	1
178		Labyrinth Lock Nut	D061E62	1
179		Labyrinth	D062XL10D81	1
180		Labyrinth	D062-10D81	1
181		Shim Set	D025P10	1
182		Bearing Assembly	DAM005XLMG01	1
183		Piston Ring	D108G02	1
184	Slurry Pump 10/8 FAH	Shaft Sleeve O-ring	G109S10	1
185		Frame Plate	G8032HS1D21	1
186		Frame Plate Liner	G8036TL1MU38	1
187		Impeller	FAM8147U38	1
188		Cover Plate	G8013D21	1
189		Cover Plate Liner	G8018SRTL1U38	1
190		Throat Bush	G8083MU38	1
191		Volute Liner Seal	G8124S01	1
192		Intake Joint Ring	G8060S01	1
193		Cover Plate Liner Stud	M12Z3-65ZS	1
194		Shaft Sleeve O-ring	F109S10	1
195		Adj screw-3 Nuts-2Washers	F001ME62	1
196		Lantern ring	G063C23	1
197		Expeller Ring	G029A05	1
198		Expeller	G028A05	1
199		Cover Plate Bolt-2nuts	G8015ME63	1
200		Frame Plate Liner Insert Stud	M20Z385ZLE62	1
201		Seal Ring	G122S01	1
202		Neck Ring	G067C23	1
203	Slurry Pump 12/10 FAH	Bearing Assembly	FAM005MD21	1
204		Clamp washer	F011E63	1
205		Clamp Bolt	F012ME62	1
206		Shaft Sleeve O-ring	F109S10	1
207		Frame Plate Liner Stud	M102Z3-80ZL	1
208		Shaft Spacer	FAM117C21	1
209		Frame Plate	G10032HSPRD21	1
210		Frame Plate Liner	G10036TL1HS1U38	1
211		Impeller	FAM10147U38	1
212		Impeller Release Collar	FAM239MC21	1
213		Cover Plate	G10013D21	1
214		Cover Plate Liner	G10018TL1MU38	1
215		Throat Bush	G10083MU38	1
216		Volute Liner Seal	G10124S01	1
217		Expeller Ring-O-Ring	69T702N	1
218		Intake Joint Ring	G10060S01	1
219		Cover Plate Liner Stud	M12Z3-50ZL	1
220		Shaft Sleeve O-Ring	G109S10	1

221	Adj screw-3 Nuts-2Washers	F001ME62	1
222	Base	FAM003MD21	1
223	Lantern Ring	G063HS1C23	1
224	Packing	G111Q05	1
225	Gland	G044C23	1
226	Gland Bolt-1Nut -1Washer	G045MC23	1
227	Shaft sleeve	FAM075C21	1
228	Expeller Ring	G10029HS1A05	1
229	Expeller	G10028HS1A05	1
230	Throat Bush Stud	M20Z3-80ZL	1
231	Cover Plate Bolt-2nuts	FAM039ME63	1
232	Frame Plate Stud-2nuts	FAM039ME63	1
233	Shaft Key	F070ME05	1
234	Shaft	FAM073ME05	1
235	Labyrinth Locknut	F061E62	1
236	Grease Nipple	WP2L73-Z	1
237	Bearing Housing	F004MD21	1
238	Grease Retainer	F046D21	1
239	Plug	WP4P1-E	1
240	End Cover	F024-10D21	1
241	Bearing Seal	F089-10S10	1
242	Labyrinth(DE)	F062-10D81	1
243	Shim Set	F025P30	1
244	End Cover Set Screw	F027ME62	1
245	Piston Ring	F108G02	1
246	Labyrinth	FAM062-10D81	1

Spares for Warman centrifugal slurry pump for MINING

WARMAN make 4/3 DAH Horizontal Slurry pump				
247		Impeller PU	D3147 U38	1
248		Frame plate liner-PU	D3036MU38	1
249		CP Liner-PU	D3017 MU38	1
250		Bearing Assy.	D005MD21	1
251		Lip seal	D090 S10	1
252		Expeller ring -rubber	D029R55	1
253		Expeller ring -Metal	D029A05	1
254		Expeller	D028 A05	1
255		Shaft sleeve	D075 C21	1
256		Shaft sleeve "O"Ring	D109 S10	1
257		Impeller "O"Ring	E064S10	1
258		Frame plate stud with 2 nuts	D034M	1
259		Frame plate Liner stud with nut	D026ME62	1

260		Cover plate bolt-2nuts	D015M	1
261		CP Liner stud,nut	D023M	1
262		Clamp washer	D011 E63	1
263		Clamp bolt with nut	D012M E62	1
264		Adjusting screw-3nuts- 2washer	D001M E62	1
265		Motor base plate mounting stud	D066E68	1
266		Gland clamp bolt	D126 M C23	1
267		Gland bolt with nut and washer	D045MC23	1
268		Piston Ring	D108 G02	1
269		Neck ring	D067C21	1
WARMAN make 6/4 DAH Horizontal Slurry pump				
270		Impeller PU	E4147U38	1
271		Frame plate liner - PU	E4036MU38	1
272		CP Liner -PU	E4018U38	1
273		Throat bush - PU	E4083U38	1
274		Bearing Assy.	DAM005MD21	1
275		Expeller ring -rubber	DAM029MR55	1
276		Expeller ring - Metal	DAM029A05	1
277		Expeller	DAM028AO5	1
278		Shaft sleeve	D075C21	1
279		Lip seal	D090SQS10	1
280		Shaft sleeve "O"Ring	D109S10	1
281		Impeller "O"Ring	F064S10	1
282		Clamp washer	D011E63	1
283		Clamp bolt with nut	D012ME62	1
284		Cover plate bolt-2nuts	E4015ME63	1
285		FP Liner stud with nut	DAM026ME62	1
286		FP stud with 2 nuts	D034ME62	1
287		Adjusting screw-3nuts- 2washer	D001ME62	1
288		Moter base plate mounting stud	D066E68	1
289		Shim set	D025P10	1
290		Piston Ring	D108G01	1
291		Neck ring	D067C23	1
292		Cotter	E4085E02	1
WARMAN make 6/4 EAH Horizontal Slurry pump				

293		Impeller PU	E4147U38	1
294		Frame plate liner - PU	E4036MU38	1
295		CP Liner -PU	E4018U38	1
296		CP Liner-Rubber	E4018R55	1
297		Throat bush - Rubber	E4083R33	1
298		Throat bush - PU	E4083U38	1
299		Bearing Assy.	E005MG01	1
300		Expeller ring -rubber	E029MR55	1
301		Expeller ring -Metal	E029A05	1
302		Expeller	E028A05	1
303		Shaft sleeve	E075C21	1
304		Lip seal	E090S10	1
305		Shaft sleeve "O"Ring	E109S10	1
306		Impeller "O"Ring	F064S10	1
307		Clamp washer	E011E63	1
308		Clamp bolt with nut	E012MC23	1
309		FP Liner stud with nut	E039ME63	1
310		FP stud with 2nuts	E4026ME62	1
311		Adjusting screw-3nuts- 2washer	E4001ME62	1
312		Shim set	E025P10	1
313		Piston Ring	E108G02	1
314		Gland clamp bolt	E126MC23	1
315		Gland (2 pieces)	E044C23	1
316		Gland bolt with nut and washer	E045MC23	1
317		Neck ring	E067C23	1
318		Cotter	E4085F02	1
WARMAN make 8/6 EAH Horizontal Slurry pump				
319		Impeller PU	F6147U38	1
320		Frame plate liner -PU	F6036U38	1
321		CP Liner - PU	F6018U38	1
322		Throat bush - PU	F6083U38	1
323		Bearing Assy.	EAM005MD21	1
324		Expeller ring -Rubber	EAM029MR55	1
325		Expeller ring -metal	EAM029A05	1
326		Expeller	EAM028A05	1
327		Shaft sleeve	E075 C21	1
328		Shaft sleeve "O"Ring	E109 S10	1

329		Impeller "O"Ring	F064S10	1
330		Lip seal	E090S10	1
331		FP Liner stud with 2nuts	E4026ME62	1
332		FP stud with 2nuts	E039 ME63	1
333		Cover plate bolt-2nuts	F6015ME63	1
334		Clamp bolt with nut	E012ME62	1
335		Clamp washer	E011E62	1
336		Adjusting screw-3nuts- 2washer	E001ME62	1
337		Shim set	E025P30	1
338		Piston Ring	E108G02	1
339		Gland clamp bolt	E126MC23	1
340		Gland bolt with nut and washer	E045MC23	1
341		Split Gland (2 pieces)	E044C23	1
342		Neck ring	E067C23	1
343		Cotter	F6085E02	1
WARMAN make 10/8 EM Horizontal Slurry pump				
344		Impeller PU, 5 - Vane	F8147U01	1
345		Frame plate liner-PU	F8036MU01	1
346		CP Liner- PU	F8018U01	1
347		Throat bush-PU	F8083U01	1
348		Bearing Assy.	EAM005M	1
349		Expeller	F028A05	1
350		Expeller ring - Metal	F029A05	1
351		Expeller ring - Rubber	EAM029M	1
352		Shaft sleeve "O"Ring	E109S10	1
353		Expeller "O"Ring	F064S10	1
354		Shim set	E025P10	1
355		Piston Ring	E108G02	1
356		Lip seal	E090S10	1
357		Neck ring	E067C23	1
358		Clamp washer	E011E62	1
359		Clamp bolt with nut	E012ME62	1
360		Frame plate stud with nut	EU039ME62	1
361		FP Liner stud ,nut	F8026ME62	1

362		Adjusting screw-3nuts-2washer	E001ME62	1
363		Cover plate bolt-2nuts	F8015ME62	1
364		Shaft sleeve	E075C21	1
365		Gland clamp bolt	E126MC23	1
366		Gland (2 pieces)	E044C23	1
367		Gland bolt with nut and washer	E045M	1
WARMAN make 10/8 FM (FAH) Horizontal Slurry pump				
368		Impeller PU, 5 - Vane	FAM8147U38	1
369		Frame plate liner-PU	G8036TL1MU38	1
370		CP Liner- PU	G8018SRTL1U38	1
371		Throat bush-PU	G8083MU38	1
372		Bearing Assy.	FAM005MD21	1
373		Expeller	G028A05	1
374		Expeller ring - Metal	G029A05	1
375		Expeller ring - Rubber	G029MR55	1
376		Shaft sleeve "O"Ring	F109S10	1
377		Expeller "O"Ring	69T647NS10	1
378		Shim set	F025P10	1
379		Piston Ring	F108G02	1
380		Lip seal	G090SQS10	1
381		Neck ring	G067C23	1
382		Clamp washer	F011ME63	1
383		Clamp bolt with nut	F012ME62	1
384		Frame plate stud with nut	FAM039ME63	1
385		FP Liner stud ,nut	M20Z385ZLE62	1
386		Adjusting screw-3nuts-2washer	F001ME62	1
387		Cover plate bolt-2nuts	G8015ME63	1
388		CP Liner stud,nut	M12Z365ZS	1
389		Shaft sleeve	FAM075C21	1
390		Gland bolt with nut and washer	G045MC23	1
WARMAN make 8/6 Metallic Horizontal Slurry pump				
391		Impeller 5 vane	F6147 AO5	1
392		Throat bush	F6083 AO5	1
393		Volute liner	F6110 AO5	1
394		Frame plate liner insert	F6041M AO5	1

395		Seal ring	F122 R11	1
WARMAN make 100 RVSP pump				
396		Bearing Assy.	RV10005J	1
397		Casing	SP10092A05	1
398		Back Liner	SP10042A05	1
399		Impeller	SP10206A05	1

NB:

- 1.This is an ARC, hence there will be a staggered delivery throughout the period of contract.
- 2.party will intimate thorough email as and when material required.
- 3.party needs to supply the material within 45 days after placing of order.
- 4.There will be no change of rates during contract time period and no such request will be entertained in this regard in future.

Techno- Commercial Terms for response by the participating bidders:

SI No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable	AGREE
2	Bidder agrees to (i) 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 company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units	AGREE
3	Bidder agrees that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of 3 years from participation in any future bids of IREL(India) Ltd.	AGREE
4	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	AGREE
5	Bidder agrees to supply the materials strictly as per the technical specifications.	AGREE with Remarks
6	Bidder understands and agrees that this tender is for Annual Rate Contract towards supply of Warman pump spares as per technical specification. Quantity mentioned is indicative for evaluation and finalization of contract. Actual quantity may vary depending on the requirement. IREL shall have the option to lift/draw/drop quantity based on the plant requirement	AGREE with Remarks
7	Bidder confirms that they are either manufacturer or their authorized dealer of make: Warman brands and shall upload documentary evidence towards the same	AGREE
8	Bidder agrees to supply the materials on FOR Destination basis .	AGREE with remarks
9	Bidder agrees to special conditions of contract.	AGREE with remarks
10	Bidder shall upload the following details Name & Designation of the Contact person Address Phone no Email	Remarks

SCHEDULE OF PRICE

S.NO	Description of item	Part No	Unit	Qty	Rate per Unit	GST in %	Total
					a	b	a+(a*b/100)
1	Impeller-PU	B1052U38	No	1			
2	Cover Plate Liner-PU	B1017U38	No	1			
3	Frame Plate Liner-PU	B1036MU38	No	1			
4	Shaft Sleeve	B075C21	No	1			
5	Clamp Bolt with 1 Nut	B012ME62	No	1			
6	Clamp Washer	B011E63	No	1			
7	Bearing Assembly	B005MG01	No	1			
8	Lip Seal	B090SQS10	No	1			
9	Expeller	B028A05	No	1			
10	Expeller Ring	B029A05	No	1			
11	Expeller Ring -Rubber	B029R55	No	1			
12	Impeller- PU	B15127U38	No	1			
13	Cover Plate Liner-PU	B15017U38	No	1			
14	Frame Plate Liner-PU	B15036U38	No	1			
15	Frame Plate Liner Stud and Nut	B026ME62	No	1			
16	Adjusting Screw -3Nuts-2Washer	B001ME62	No	1			
17	Gland Clamp Bolt with 1Nut	B126MC23	No	1			
18	Gland Bolt with 1Nut -1 Washer	B045MC23	No	1			
19	Gland -2Piece	B044C23	No	1			
20	Frame Plate Stud with 2Nuts	B039ME63	No	1			
21	Cover Plate Bolt-2Nuts	B015ME63	No	1			
22	Shaft Sleeve O-Ring	B109S10	No	1			
23	Impeller O-Ring	B217S10	No	1			
24	Shim Set	B025P10	No	1			
25	Lantern Ring	B063C23	No	1			
26	Labyrinth	B06210D81	No	1			
27	Labyrinth Locknut	B061E62	No	1			
28	End Cover	B02410D21	No	1			
29	Piston Ring	B108G02	No	1			
30	Base	B003MD21	No	1			
31	Grease Retainer	B046D21	No	1			
32	Motor Mounting Stud	B066	No	1			
33	Impeller- PU	C2147U38	No	1			
34	Impeller- metal	C2147A05	No	1			
35	Cover Plate Liner-PU	C2017MU38	No	1			

36	Frame Plate Liner-PU	C2036MU38	No	1			
37	Expeller-Metal	C028A05	No	1			
38	Expeller Ring-Metal	C029A05	No	1			
39	Expeller Ring-Rubber	C029R55	No	1			
40	Frame Plate Liner Stud & Nut	C026ME62	No	1			
41	Bearing Assembly	C005MG01	No	1			
42	Cover Plate Bolt-2 Nuts	C015ME63	No	1			
43	Impeller O-Ring	C217S10	No	1			
44	Motor Mounting Stud	C066	No	1			
45	Bearing Assembly	CAM005MG01	No	1			
46	Frame Plate Liner Stud and Nut	D026ME62	No	1			
47	Expeller	CAM028A05	No	1			
48	Expeller Ring	CAM029A05	No	1			
49	Shaft Sleeve	C075C21	No	1			
50	Packing	C111Q05	No	1			
51	Lip Seal	C090SQS10	No	1			
52	Adjusting Screw -3Nuts-2Washer	C001ME62	No	1			
53	Clamp Bolt With 1Nut	C012ME62	No	1			
54	Gland Clamp Bolt with 1 Nut	C126MC23	No	1			
55	Gland Bolt With 1Nut-1 Washer	C045MC23	No	1			
56	Gland 2Piece	C044C23	No	1			
57	Frame Plate Stud With2 Nuts	C039ME63	No	1			
58	Shaft Sleeve O-Ring	C109S10	No	1			
59	Impeller O-Ring	D064S10	No	1			
60	Shim Set	C025P10	No	1			
61	Lantern Ring	C063C23	No	1			
62	Labyrinth	C06210D81	No	1			
63	Labyrinth Locknut	C061E62	No	1			
64	Grease Retainer	C046D21	No	1			
65	Bearing Housing	C004MG01	No	1			
66	End Cover	C02410D81	No	1			
67	Piston Ring	C108G02	No	1			
68	Base	C003MD21	No	1			
69	Impeller PU	D3147 U38	No	1			
70	Impeller - Metal	D3147A05	No	1			
71	Frame plate liner-PU	D3036MU38	No	1			
72	CP Liner-PU	D3017 MU38	No	1			
73	Bearing Assy.	D005MD21	No	1			
74	Expeller ring -rubber	D029R55	No	1			
75	Expeller ring -Metal	D029A05	No	1			
76	Expeller	D028 A05	No	1			

77	Impeller "O"Ring	E064S10	No	1			
78	Frame plate Liner stud with nut	D026	No	1			
79	Cover plate bolt-2nuts	D015M	No	1			
80	CP Liner stud,nut	D023M	No	1			
81	Gland clamp bolt	D126 M C23	No	1			
82	Gland (2 pieces)	D044 C23	No	1			
83	Gland bolt with nut and washer	D045MC23	No	1			
84	Neck ring	D067	No	1			
85	Grease reatiner	D046D21	No	1			
86	Bearing Housing	D004MD21	No	1			
87	Bearing Assy.	DAM005MD21	No	1			
88	Expeller ring -rubber	DAM029MR55	No	1			
89	Expeller ring - Metal	DAM029A05	No	1			
90	Expeller	DAM028A05	No	1			
91	Shaft sleeve	D075C21	No	1			
92	Lip seal	D090SQS10	No	1			
93	Shaft sleeve "O"Ring	D109S10	No	1			
94	Impeller "O"Ring	F064S10	No	1			
95	Clamp washer	D011E63	No	1			
96	Clamp bolt with nut	D012ME62	No	1			
97	Cover plate bolt-2nuts	E4015ME63	No	1			
98	FP Liner stud with nut	DAM026ME62	No	1			
99	FP stud with 2 nuts	D034ME62	No	1			
100	Adjusting screw-3nuts-2washer	D001ME62	No	1			
101	Moter base plate mounting stud	D066E68	No	1			
102	Shim set	D025P10	No	1			
103	Piston Ring	D108G01	No	1			
104	Neck Ring	D067C23	No	1			
105	Cotter		No	1			
106	Base	D003MD21	No	1			
107	Labyrinth	D06210D81	No	1			
108	Lantern ring	D063C23	No	1			
109	Impeller PU	E4147U38	No	1			
110	Frame plate liner-Rubber	E4036MR55	No	1			
111	Frame plate liner - PU	E4036MU38	No	1			
112	CP Liner -PU	E4018U38	No	1			
113	CP Liner-Rubber	E4018R55	No	1			
114	Throat bush - Rubber	E4083R33	No	1			
115	Throat bush - PU	E4083U38	No	1			
116	Bearing Assy.	E005MG01	No	1			
117	Expeller ring -rubber	E029MR55	No	1			
118	Expeller ring -Metal	E029A05	No	1			

119	Expeller	E028A05	No	1			
120	clamp bolt with nut	E012MC23	No	1			
121	Adjusting screw-3nuts-2washer	E001ME62	No	1			
122	Cotter	F6085	No	1			
123	Impeller PU	F6147U38	No	1			
124	Frame plate liner -PU	F6036U38	No	1			
125	CP Liner - PU	F6018U38	No	1			
126	Throat bush - PU	F6083U38	No	1			
127	Bearing Assy.	EAM005MD21	No	1			
128	Expeller ring -Rubber	EAM029MR55	No	1			
129	Expeller ring -metal	EAM029A05	No	1			
130	Expeller	EAM028A05	No	1			
131	Shaft sleeve	E075 C21	No	1			
132	Shaft sleeve "O"Ring	E109 S10	No	1			
133	Impeller "O"Ring	F064S10	No	1			
134	Lip seal	E090S10	No	1			
135	FP Liner stud with 2nuts	E4026ME62	No	1			
136	FP stud with 2nuts	E039 ME63	No	1			
137	Cover plate bolt-2nuts	F6015ME63	No	1			
138	Clamp bolt with nut	E012ME62	No	1			
139	Clamp washer	E011E62	No	1			
140	Adjusting screw-3nuts-2washer	E001ME62	No	1			
141	Shim set	E025P30	No	1			
142	Piston Ring	E108G02	No	1			
143	Gland clamp bolt	E126MC23	No	1			
144	Gland bolt with nut and washer	E045MC23	No	1			
145	Split Gland (2 pieces)	E044C23	No	1			
146	Neck ring	E067C23	No	1			
147	Cotter	F6085E02	No	1			
148	Base	E003MD21	No	1			
149	Shaft(D=1500MM)	RV10073JE05	No	1			
150	Back Liner Seal	E4124S01	No	1			
151	Impeller	SP10206AA05	No	1			
152	Casing	SP10092A05	No	1			
153	Back Liner	SP10041A05	No	1			
154	Strainer Lower	SP10116L2E02	No	1			
155	Impeller O-Ring	RV064S10	No	1			
156	Bearing Assembly (Column Length-1500mm)	RV10005J	No	1			
157	Shaft (D=1200MM)	QV65073GE05	No	1			
158	Casing	SP65092A05	No	1			
159	Impeller O-Ring	QV064S10	No	1			
160	Strainer-Lower	SP65116LD21	No	1			

161	Impeller	SP65206AA05	No	1			
162	Back Liner	SP65041A05	No	1			
163	Spacer Set	QV290E02	No	1			
164	Bearing Assembly (Column Length- 1200mm)	QV005G	No	1			
165	Shaft Sleeve	DAMXU5075C21	No	1			
166	Frame Plate Liner Stud	M10Z3-55VC	No	1			
167	Frame Plate Liner Insert	DXU5041A05	No	1			
168	Impeller	EXU5147A05	No	1			
169	Discharge Joint Ring	DXU5372S01	No	1			
170	T-Liner	DXU5124R55	No	1			
171	Intake Joint Ring	FU6372S01	No	1			
172	Expeller Ring O-Ring	69T342E456	No	1			
173	Expeller Ring	DAMXU5029A05	No	1			
174	Expeller	DAMXU5028A05	No	1			
175	Packing Retainer	DXU259P90	No	1			
176	End Cover	D024-10D21	No	1			
177	Bearing Seal	D089-10S10	No	1			
178	Labyrinth Lock Nut	D061E62	No	1			
179	Labyrinth	D062XL10D81	No	1			
180	Labyrinth	D062-10D81	No	1			
181	Shim Set	D025P10	No	1			
182	Bearing Assembly	DAM005XLMG01	No	1			
183	Piston Ring	D108G02	No	1			
184	Shaft Sleeve O-ring	G109S10	No	1			
185	Frame Plate	G8032HS1D21	No	1			
186	Frame Plate Liner	G8036TL1MU38	No	1			
187	Impeller	FAM8147U38	No	1			
188	Cover Plate	G8013D21	No	1			
189	Cover Plate Liner	G8018SRTL1U38	No	1			
190	Throat Bush	G8083MU38	No	1			
191	Volute Liner Seal	G8124S01	No	1			
192	Intake Joint Ring	G8060S01	No	1			
193	Cover Plate Liner Stud	M12Z3-65ZS	No	1			
194	Shaft Sleeve O-ring	F109S10	No	1			
195	Adj screw-3 Nuts- 2Washers	F001ME62	No	1			
196	Lantern ring	G063C23	No	1			
197	Expeller Ring	G029A05	No	1			
198	Expeller	G028A05	No	1			
199	Cover Plate Bolt-2nuts	G8015ME63	No	1			
200	Frame Plate Liner Insert Stud	M20Z385ZLE62	No	1			
201	Seal Ring	G122S01	No	1			
202	Neck Ring	G067C23	No	1			
203	Bearing Assembly	FAM005MD21	No	1			

204	Clamp washer	F011E63	No	1			
205	Clamp Bolt	F012ME62	No	1			
206	Shaft Sleeve O-ring	F109S10	No	1			
207	Frame Plate Liner Stud	M102Z3-80ZL	No	1			
208	Shaft Spacer	FAM117C21	No	1			
209	Frame Plate	G10032HSPRD21	No	1			
210	Frame Plate Liner	G10036TL1HS1U38	No	1			
211	Impeller	FAM10147U38	No	1			
212	Impeller Release Collar	FAM239MC21	No	1			
213	Cover Plate	G10013D21	No	1			
214	Cover Plate Liner	G10018TL1MU38	No	1			
215	Throat Bush	G10083MU38	No	1			
216	Volute Liner Seal	G10124S01	No	1			
217	Expeller Ring-O-Ring	69T702N	No	1			
218	Intake Joint Ring	G10060S01	No	1			
219	Cover Plate Liner Stud	M12Z3-50ZL	No	1			
220	Shaft Sleeve O-Ring	G109S10	No	1			
221	Adj screw-3 Nuts- 2Washers	F001ME62	No	1			
222	Base	FAM003MD21	No	1			
223	Lantern Ring	G063HS1C23	No	1			
224	Packing	G111Q05	No	1			
225	Gland	G044C23	No	1			
226	Gland Bolt-1Nut -1Washer	G045MC23	No	1			
227	Shaft sleeve	FAM075C21	No	1			
228	Expeller Ring	G10029HS1A05	No	1			
229	Expeller	G10028HS1A05	No	1			
230	Throat Bush Stud	M20Z3-80ZL	No	1			
231	Cover Plate Bolt-2nuts	FAM039ME63	No	1			
232	Frame Plate Stud-2nuts	FAM039ME63	No	1			
233	Shaft Key	F070ME05	No	1			
234	Shaft	FAM073ME05	No	1			
235	Labyrinth Locknut	F061E62	No	1			
236	Grease Nipple	WP2L73-Z	No	1			
237	Bearing Housing	F004MD21	No	1			
238	Grease Retainer	F046D21	No	1			
239	Plug	WP4P1-E	No	1			
240	End Cover	F024-10D21	No	1			
241	Bearing Seal	F089-10S10	No	1			
242	Labyrinth(DE)	F062-10D81	No	1			
243	Shim Set	F025P30	No	1			
244	End Cover Set Screw	F027ME62	No	1			
245	Piston Ring	F108G02	No	1			
246	Labyrinth	FAM062-10D81	No	1			
247	Impeller PU	D3147 U38	No	1			
248	Frame plate liner-PU	D3036MU38	No	1			

249	CP Liner-PU	D3017 MU38	No	1			
250	Bearing Assy.	D005MD21	No	1			
251	Lip seal	D090 S10	No	1			
252	Expeller ring -rubber	D029R55	No	1			
253	Expeller ring -Metal	D029A05	No	1			
254	Expeller	D028 A05	No	1			
255	Shaft sleeve	D075 C21	No	1			
256	Shaft sleeve "O"Ring	D109 S10	No	1			
257	Impeller "O"Ring	E064S10	No	1			
258	Frame plate stud with 2 nuts	D034M	No	1			
259	Frame plate Liner stud with nut	D026ME62	No	1			
260	Cover plate bolt-2nuts	D015M	No	1			
261	CP Liner stud,nut	D023M	No	1			
262	Clamp washer	D011 E63	No	1			
263	Clamp bolt with nut	D012M E62	No	1			
264	Adjusting screw-3nuts-2washer	D001M E62	No	1			
265	Motor base plate mounting stud	D066E68	No	1			
266	Gland clamp bolt	D126 M C23	No	1			
267	Gland bolt with nut and washer	D045MC23	No	1			
268	Piston Ring	D108 G02	No	1			
269	Neck ring	D067C21	No	1			
270	Impeller PU	E4147U38	No	1			
271	Frame plate liner - PU	E4036MU38	No	1			
272	CP Liner -PU	E4018U38	No	1			
273	Throat bush - PU	E4083U38	No	1			
274	Bearing Assy.	DAM005MD21	No	1			
275	Expeller ring -rubber	DAM029MR55	No	1			
276	Expeller ring - Metal	DAM029A05	No	1			
277	Expeller	DAM028AO5	No	1			
278	Shaft sleeve	D075C21	No	1			
279	Lip seal	D090SQS10	No	1			
280	Shaft sleeve "O"Ring	D109S10	No	1			
281	Impeller "O"Ring	F064S10	No	1			
282	Clamp washer	D011E63	No	1			
283	Clamp bolt with nut	D012ME62	No	1			
284	Cover plate bolt-2nuts	E4015ME63	No	1			
285	FP Liner stud with nut	DAM026ME62	No	1			
286	FP stud with 2 nuts	D034ME62	No	1			
287	Adjusting screw-3nuts-2washer	D001ME62	No	1			
288	Moter base plate mounting stud	D066E68	No	1			

289	Shim set	D025P10	No	1			
290	Piston Ring	D108G01	No	1			
291	Neck ring	D067C23	No	1			
292	Cotter	E4085E02	No	1			
293	Impeller PU	E4147U38	No	1			
294	Frame plate liner - PU	E4036MU38	No	1			
295	CP Liner -PU	E4018U38	No	1			
296	CP Liner-Rubber	E4018R55	No	1			
297	Throat bush - Rubber	E4083R33	No	1			
298	Throat bush - PU	E4083U38	No	1			
299	Bearing Assy.	E005MG01	No	1			
300	Expeller ring -rubber	E029MR55	No	1			
301	Expeller ring -Metal	E029A05	No	1			
302	Expeller	E028A05	No	1			
303	Shaft sleeve	E075C21	No	1			
304	Lip seal	E090S10	No	1			
305	Shaft sleeve "O"Ring	E109S10	No	1			
306	Impeller "O"Ring	F064S10	No	1			
307	Clamp washer	E011E63	No	1			
308	Clamp bolt with nut	E012MC23	No	1			
309	FP Liner stud with nut	E039ME63	No	1			
310	FP stud with 2nuts	E4026ME62	No	1			
311	Adjusting screw-3nuts- 2washer	E4001ME62	No	1			
312	Shim set	E025P10	No	1			
313	Piston Ring	E108G02	No	1			
314	Gland clamp bolt	E126MC23	No	1			
315	Gland (2 pieces)	E044C23	No	1			
316	Gland bolt with nut and washer	E045MC23	No	1			
317	Neck ring	E067C23	No	1			
318	Cotter	E4085F02	No	1			
319	Impeller PU	F6147U38	No	1			
320	Frame plate liner -PU	F6036U38	No	1			
321	CP Liner - PU	F6018U38	No	1			
322	Throat bush - PU	F6083U38	No	1			
323	Bearing Assy.	EAM005MD21	No	1			
324	Expeller ring -Rubber	EAM029MR55	No	1			
325	Expeller ring -metal	EAM029A05	No	1			
326	Expeller	EAM028A05	No	1			
327	Shaft sleeve	E075 C21	No	1			
328	Shaft sleeve "O"Ring	E109 S10	No	1			
329	Impeller "O"Ring	F064S10	No	1			
330	Lip seal	E090S10	No	1			
331	FP Liner stud with 2nuts	E4026ME62	No	1			
332	FP stud with 2nuts	E039 ME63	No	1			

333	Cover plate bolt-2nuts	F6015ME63	No	1			
334	Clamp bolt with nut	E012ME62	No	1			
335	Clamp washer	E011E62	No	1			
336	Adjusting screw-3nuts-2washer	E001ME62	No	1			
337	Shim set	E025P30	No	1			
338	Piston Ring	E108G02	No	1			
339	Gland clamp bolt	E126MC23	No	1			
340	Gland bolt with nut and washer	E045MC23	No	1			
341	Split Gland (2 pieces)	E044C23	No	1			
342	Neck ring	E067C23	No	1			
343	Cotter	F6085E02	No	1			
344	Impeller PU, 5 - Vane	F8147U01	No	1			
345	Frame plate liner-PU	F8036MU01	No	1			
346	CP Liner- PU	F8018U01	No	1			
347	Throat bush-PU	F8083U01	No	1			
348	Bearing Assy.	EAM005M	No	1			
349	Expeller	F028A05	No	1			
350	Expeller ring - Metal	F029A05	No	1			
351	Expeller ring - Rubber	EAM029M	No	1			
352	Shaft sleeve "O"Ring	E109S10	No	1			
353	Expeller "O"Ring	F064S10	No	1			
354	Shim set	E025P10	No	1			
355	Piston Ring	E108G02	No	1			
356	Lip seal	E090S10	No	1			
357	Neck ring	E067C23	No	1			
358	Clamp washer	E011E62	No	1			
359	Clamp bolt with nut	E012ME62	No	1			
360	Frame plate stud with nut	EU039ME62	No	1			
361	FP Liner stud ,nut	F8026ME62	No	1			
362	Adjusting screw-3nuts-2washer	E001ME62	No	1			
363	Cover plate bolt-2nuts	F8015ME62	No	1			
364	Shaft sleeve	E075C21	No	1			
365	Gland clamp bolt	E126MC23	No	1			
366	Gland (2 pieces)	E044C23	No	1			
367	Gland bolt with nut and washer	E045M	No	1			
368	Impeller PU, 5 - Vane	FAM8147U38	No	1			
369	Frame plate liner-PU	G8036TL1MU38	No	1			
370	CP Liner- PU	G8018SRTL1U38	No	1			
371	Throat bush-PU	G8083MU38	No	1			
372	Bearing Assy.	FAM005MD21	No	1			
373	Expeller	G028A05	No	1			
374	Expeller ring - Metal	G029A05	No	1			

375	Expeller ring - Rubber	G029MR55	No	1			
376	Shaft sleeve "O"Ring	F109S10	No	1			
377	Expeller "O"Ring	69T647NS10	No	1			
378	Shim set	F025P10	No	1			
379	Piston Ring	F108G02	No	1			
380	Lip seal	G090SQS10	No	1			
381	Neck ring	G067C23	No	1			
382	Clamp washer	F011ME63	No	1			
383	Clamp bolt with nut	F012ME62	No	1			
384	Frame plate stud with nut	FAM039ME63	No	1			
385	FP Liner stud ,nut	M20Z385ZLE62	No	1			
386	Adjusting screw-3nuts-2washer	F001ME62	No	1			
387	Cover plate bolt-2nuts	G8015ME63	No	1			
388	CP Liner stud,nut	M12Z365ZS	No	1			
389	Shaft sleeve	FAM075C21	No	1			
390	Gland bolt with nut and washer	G045MC23	No	1			
391	Impeller 5 vane	F6147 AO5	No	1			
392	Throat bush	F6083 AO5	No	1			
393	Volute liner	F6110 AO5	No	1			
394	Frame plate liner insert	F6041M AO5	No	1			
395	Seal ring	F122 R11	No	1			
396	Bearing Assy.	RV10005J	No	1			
397	Casing	SP10092A05	No	1			
398	Back Liner	SP10042A05	No	1			
399	Impeller	SP10206A05	No	1			

- Tax should be mentioned in % only.
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- In case a tie exist between two bidders on quoted price, preference will be given sequentially as per the below criteria.
 - (1) MSE
 - (2) GST
 - (3) Executing similar order with IREL since a period of ten years.

Undertaking

Subject: ARC for Warman pump spares.

Tender Reference No.03-33339

I have read all the tender conditions including the GCOC, SCOC and Corrigendum, if any of the tender. I hereby confirm acceptance and compliance of all the conditions including GCOC, SCOC and Corrigendum, If any. I also confirm that all the product(s) offered is/are fully compliant with the specifications asked for in the tender, including the additional specification parameters incorporated in the tender.

Sign and Seal.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security. We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee. We _____ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us. We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee. We

_____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL in writing. Notwithstanding anything to the contrary contained herein before : (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words) (ii) This Bank Guarantee shall be valid upto, unless extended on demand. (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before (Three months from the expiry of Guarantee period)
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

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for _____ (details of order) (herein after referred to as 'The Contract'). AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee. We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment. We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under these guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment. We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter. We _____ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said

tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We_____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Notwithstanding anything to the contrary contained herein before :

(h) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs
..... (in words)

(iii) This Bank Guarantee shall be valid upto, unless extended on demand. (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before
..... (Three months from the expiry of Guarantee period)

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.