



इंडिअन रेअर अर्थ्स लिमिटेड

(भारत सरकार का उपक्रम; परमाणु ऊर्जा विभाग)

Indian Rare Earths Limited

(A Government of India Undertaking; Dept. of Atomic Energy)
ISO9001:2008;ISO14001:2004;OHSAS18001:2007 Company



Q9115668;
E9115673;
H9115687

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रेअर अर्थ्स प्रभाग Rare Earths Division
उद्योगमंडल,Udyogamandal-683501
केरल राज्य, Kerala State
Website: www.irel.co.in
e-mail: head-red@irel.co.in

**Request for Proposal (RFP) for Engagement of Internal Auditors for
Indian Rare Earths Ltd. R.E.Division, Udyogamandal for the year
2017-18**

TENDER NO.	IREL/Udyogamandal/16-17/ET/49 Dated:10/03/2017
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SCHEDULE OF TENDER (SOT)

a.	TENDER NO.	IREL/Udyogmandal/16-17/ET/49 Dated: 10/03/2017
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through http://www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
c.	E-Tender No.	IREL/Udyogmandal/16-17/ET/49
d.	Date of NIT available to parties to download	10/03/2017
e.	Transaction Fee: Note: Please note that vendors will have the access to online e-tender only after Transaction fee by NEFT in favour of MSTC Limited, Kolkata.	Rs. 1150/- (@14% Service Tax + 0.5% SBC + 0.5% Krishi Kalyan Cess) Payment of Transaction fee by NEFT in favour of MSTC LIMITED (refer clause. No. 4 of Annexure-I) <i>Transaction fee to be remitted before 3 working days of the last date of closing of On line bidding for the e tender.</i>
f.	EMD to IREL :	Rs. 5,000/-by/DD/BC/BG/NEFT - IREL BANK DETAILS FOR NEFT/RTGS AS PER ANNEXURE
g.	<u>Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.</u>	Three working days before the last date of closing of online bidding for the e-tender.
h.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/irel	11/03/2017 11.00 HRS
i.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	22/03/2017 - 17.00 HRS
j.	Date & time of opening of Part-I : (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	23/03/2017 - 10.30 HRS
k.	Validity of Tender	60 days from the date of opening of tender.

List of Annexure

1	Important Instructions	Annexure – I
2	Instructions to Tenderers	Annexure – II
3	General Terms & Conditions and Undertaking	Annexure – III
4	Special conditions of Contract	Annexure – IV
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7	IREL Bank Details	Annexure – VII
8	Secrecy Agreement	Annexure – VIII
9	IA- Scope 2017-18	Annexure – IX

	<p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) class 3 Signing type digital signature</p> <p>iv) JRE 7 update 79 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) 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, UDL. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch, Kolkata</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>The bidders are requested to insert the UTR & remitted bank details from the link provided in the vendor login under My Menu → Transaction Fee Entry Link.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p>

	<p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors need to attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender & Reverse auction:</u></p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD (or necessary certificate for exemption of EMD as described in NIT) and Transaction fees to be eligible to bid online in the e-tender. Transaction fees is non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by IREL. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees (or necessary certificate for exemption of EMD as described in NIT) can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt Depts → IREL Login → My menu → Auction Floor Manager → live event → Selection of the live event → The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

	<p>5. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid</p> <p>6. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>7. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>8. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>9. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. 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. Such successful tenderer shall be called hereafter SUPPLIER / CONTRACTOR.</p> <p>10. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>11. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>12. 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.</p> <p>13. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	IREL, UDL has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.

INSTRUCTIONS TO TENDERERS.

1. **TENDER SUBMISSION:**

The Tender shall be submitted as per the following:

TECHNO COMMERCIAL BID: All the tender terms to be agreed.

PRICE BID: shall contain only the **Price**.

2. LAST DATE FOR SUBMISSION OF TENDER: **22/03/2017, 17:00** hrs. (IST).

IREL may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid received after the aforesaid time and date or the extended time and date, if any, shall not be Considered for evaluation.

3. **VALIDITY OF BID:**

- i) In the event of Bidder withdrawing his Bid before the expiry of tender validity period of **60 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited.

4. **ACCEPTANCE OF TENDER:**

IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind them to accept the lowest offer.

5. **AMENDMENTS**

- i. At any time, prior to the last date for submission of tenders, IREL **reserves the right to amend and modify the tender document** and the same may be intimated accordingly.
- ii) The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL 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.

6. **CONTRACT PRICE:**

The Tenderer shall fill up the appropriate price against **Price schedule** included herein, under the contract. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of contract and will not be subject to variation on any account.

GENERAL TERMS & CONDITIONS and UNDERTAKING**(i) PREAMBLE**

Indian Rare Earths Limited, a Mini Ratna-I company is a Govt. of India Undertaking under the Department of Atomic Energy & its Head Office is situated at Prabhadevi, Mumbai (Maharashtra) and is operating beach sand mining and mineral separation plants at Chavara (Kerala), Manavalakurichi (Tamil Nadu) & Orissa Sands Complex (OSCOM), Chatrapur (Odisha), with installed capacity to produce 510,000 tons per annum Ilmenite and also associated minerals such as Rutile, Leucosene, Zircon, Silimanite, Garnet, etc. IREL also has its chemical unit at Rare Earths Division (RED) Aluva, Kerala which is associated with production of Rare Earth Compounds. Further, IREL has its Corporate Research Centre at Kollam (IRERC), Kerala. IREL has also commissioned a plant at OSCOM for production of Rare Earths Chloride and other associated chemicals from FY 2015-16.

This tender intends to take services from registered firms of Chartered Accountants/Cost Accountants as Internal Auditors for R.E.Division,Udyogamandal-683501

(ii) PRE-QUALIFICATION (PQ) CRITERIA

Firms possessing the following PQ criteria are invited to submit documentary evidences in support of the same as mentioned hereunder in sealed envelope with superscription "Engagement of Internal Auditors in IREL, R.E.Division,Udyogamandal-683501".

SI. No.	PQ Criteria	Documents required
1	Firm should be a Partnership Firm or Limited Liability Partnership Firm (LLP)	(i) Copy of Firm Registration Certificate (FRC) issued by The Institute of Chartered Accountants of India or The Institute of Cost Accountants of India and, (ii) Copy of certificate of practice of all the partners/members of firm.
2	Firm should have conducted either Statutory or Internal audit in PSUs (State PSU or Central PSU) during previous 5 years ending 31.03.2016.	(i) Copy of order received from clients in this regard and, (ii) Self certificate towards conducting the same either in progress or concluded.
3	Firm should not be less than three years old on date of tender.	(i) FRC issued by respective institute as referred in sl.no.1
4	The firm should have an exposure in handling tax matters during previous 5 years ending 31.03.2016.	(i) Copy of order received from clients in this regard and (ii) Self certificate with details on the subject to that effect.
5	Firm should have gross receipts exceeding Rs. 50 lakhs in a previous financial year i.e. 2015-16.	(i) Copy of financial statements for financial year 2015-16 in support of gross receipts duly certified by practicing chartered accountant.

Note:

- i) If any bidder not fulfilling any of the above PQ criteria need not submit bid as their bid shall be liable to be summarily rejected.
- ii) Overwriting /correction/erase and /or use of white ink should be avoided in the offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of the bidder.
- iii) All pages of tender documents and documents submitted in support of PQ criteria to be self attested by the bidder.

(iii) INFORMATION TO BE GIVEN BY THE BIDDER

- a. Name of the Bidder Firm :
- b. Name of the Partners/members :
- c. Address of the Firm :
Telephone No. : Office :
Mobile :
FAX :
E-mail ID :
- d. Registration particulars of the Firm &
Date of Formation :
- e. Name/Designation /Address of the signatory
of the bid with letter of authorization, if any. :
- f. Permanent Account Number (PAN) of the firm :
- g. Service Tax Registration No. :
- h. Details of Experience (In brief) :
- i. Details of professional Personnel/working staff:
- j. Details of Bank account for e-payment :

Certified that the information given above is true and if at any time this is found to be false or misleading the bid / contract shall be liable to be cancelled.

Name :

Signature :

(Capacity in which signed)

iv) EARNEST MONEY DEPOSIT (EMD):

1. The bid shall be accompanied by EMD of Rs.5000/- (Rupees Five Thousand only) in the form of NEFT/DD/BC/BG - in favour of M/s Indian Rare Earths Ltd. drawn on any Scheduled / Nationalised Bank payable at Udyogamandal/Ernakulam. IREL BANK DETAILS FOR NEFT – AS PER ANNEXURE. If payment is not through NEFT, scanned copy of relevant document shall be attached during submission of tender and original shall be sent to IREL so as the same reaches IREL before the due date of opening of Tender or else Offer may not be considered for evaluation.
2. No interest shall be paid on EMD. The offer without EMD in any form other than specified herein above is liable to be summarily rejected.
3. EMD shall be dealt with as follows:
 - a) In case of unsuccessful bidder it shall be returned without any interest immediately after finalization of order but not later than 30 days after finalization of order.
 - b) In case of successful bidder it shall be adjusted without interest as Security Deposit. (SD).
4. The EMD shall be forfeited if:
 - a) The bid is revoked during its validity period.
 - b) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - c) The tenderer fails to accept the order when placed or fails to commence work after accepting the order.
 - d) In case bidder submits false/fabricated documents.
 - e) In case bidder fails to be submit SD within 30 days of receipt of order.

iv) SECURITY DEPOSIT (SD):

1. The successful bidder shall be required to furnish demand draft in favour of Indian Rare Earths Limited, for an amount equivalent to (5)% of the contract amount towards security deposit (inclusive of EMD) for the satisfactory performance of the contract, within 30 (thirty) days of receipt of the order.
2. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the work order.
3. SD shall be returned to the successful bidder after issue of “No Due Certificate” by OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from party.
4. The SD shall stand forfeited in favour of IREL, without any further notice to the party in the following circumstances:
 - a) In case of any failure whatsoever on the part of the party 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.
 - b) If the party indulges at any time in any subletting/sub-contracting of any portion of work without approval of IREL.

vi) BID OPENING AND EVALUATION

If the last date stipulated for receipt of bids and/or for their opening happens to be a Holiday / unscheduled closure, it shall be deemed to fall on next working day at the same time. Any bid received by M/s. IREL after the prescribed deadline for submission of bids, shall be rejected.

Techno commercial bid shall be opened as on the date indicated. All the bids shall be evaluated based on the terms & conditions of this tender to shortlist the qualified bidders. Date of opening of financial bid (Price Bid) will be intimated later to qualified bidders only.

M/s IREL shall consider placement of order on the qualified bidder, whose offer shall be lowest, ie Sl.No. c of price bid format. In case of a tie with respect to fees quoted as per price bid format, criteria for selection shall be in the order of: - (i) Gross receipts for FY 2015-16 (ii) Length of experience of the firm.

vii) Prices

Unless otherwise agreed to specifically in order, the price payable by IREL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

viii) Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law.

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

ix) Security regulations

The Contractor shall abide by all the security regulations at site promulgated by IREL from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

x) VARIATION IN QUANTITIES:

IREL reserves the right to reduce/increase the quantity after tendering if it is decided by our Competent Authority that the varied quantity will serve the purpose of company.

xi) FORCE MAJEURE:

If at any time during the currency (tenure) of the tender, it is not possible to execute any portion of the work stipulated in the order, due to reasons beyond the control of either IREL or the Contractor, on account of emergency declared by government, reasons of go slow, strike or lockout at our / the Contractor's works, war, civil commotion, earthquake, fire, storm, flood, acts of God, acts of any government, sabotage, riot, police action, revolution, unforeseen circumstance or other hindrance beyond one's control, there shall be no liability on the part of the defaulting party for consequent losses.

xii) ARBITRATION AND LEGAL JURISDICTION:

All disputes or differences whatsoever arising between IREL and bidders out of or relating to the construction, meaning and operation or effect of this tender shall be settled by the sole Arbitrator appointed by the Chairman & Managing Director of IREL and the award of such arbitrator shall be final and conclusive and binding. No objection shall be raised on the ground that the arbitrator so appointed is an employee of IREL. The seat of arbitration will be at Udyogamandal and only the appropriate court coming under the High Court of Kerala will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

xiii) FAILURE AND TERMINATION:

If the bidder fails in the performance of the contract in the manner and within the time fixed or there is likelihood of an anticipatory breach of whole or part of the contract, the Company will have the right to rescind the contract and have it performed through other party at the risk and cost of the bidder.

xiv) If tenders cannot be opened on due date due to any unforeseen reasons, it will be opened on the next working day at the same time without any prior notice.

xv) PAYMENT TERMS:

Payment for annual fee shall be released in two equal installments based on progress of the work as certified by the In-charge of Internal Audit department at R.E.Division. The first installment shall be released in November and second and final installment shall be released after successful completion of total audit assignment for the financial year. Payment shall be made within 30 days from the date of receipt of valid invoice.

xvi) VALIDITY OF OFFERS/FEES

Bidders have to quote the fees strictly as per the Price Bid format. Fees quoted by the bidders in their bids shall remain firm and valid for the total contract period or till complete execution of the contract. However, statutory levies/taxes are payable by IREL as applicable on prevailing date of actual render of services on submission of invoice. The offered price should be valid for a period of 60 days from the date of opening of price bid.

xvii) PERIOD OF CONTRACT

The period of contract shall be one year i.e. financial year 2017-18. M/s IREL reserves the right to extend the contract on same terms & conditions for the next two financial years (2018-19 & 2019-20) subject to certain need based changes in the audit scope.

xviii) RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

M/s IREL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the IREL's action.

xix) RELATED PARTY:

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation, the same shall be liable to be rejected. Parties are considered to be related if one or more partner/member be common.

xix) INCOME TAX:

Income tax inclusive of surcharge and any other tax if applicable shall be deducted at source.

xx) SERVICE TAX:

Service tax shall be paid extra as applicable on the date of actual render of service and billing on IREL has been made in terms of guidelines stipulated in the service tax rules. Any change in taxation during tenure of contract, will be as per applicable statute.

xxi) SECRECY:

The successful bidder shall not at any time during the tenure of contract or thereafter disclose any information furnished to them by the company, reports and other documents and information without the prior written approval of the company except in so far as such disclosure is necessary for the performance of the party's work and service hereunder. Successful bidder will be required to enter into secrecy agreement with IREL, copy of which is enclosed.

निविदा एवं व्यापारिक व्यवहार में आचार ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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

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

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

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

Thanking you,

For Indian Rare Earths Limited

Sd/-

Name: S. Surya Kumar

Designation: HEAD (RED)

UNDERTAKING

Date:

To,
M/s. Indian Rare Earths Ltd.,
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

Name of the Company & Address (With Seal):

SPECIAL CONDITIONS OF CONTRACT.

1. SCOPE OF THE WORK

- 1.1 Scope of work shall include carrying out the internal audit of IREL, R.E.Division and submission of monthly audit report by end of next month. Detailed scope of audit is attached as Annexure-IX.
- 1.2 Audit Calendar: Audit calendar for carrying out the monthly audit shall be prepared by the successful bidder after receipt of order and submit to the management for consideration. Firm so appointed shall commence internal audit and submit monthly audit report by end of next month for FY 2017-18 i.e. 01-04-2017 to 31-03-2018.
- 1.3 As a result of study and evaluation of internal control and other auditing procedures, the auditor should inform the management regarding weakness in internal control, if any besides normal internal audit job as per scope.

2. DELIVERABLES

The successful bidder has to conduct the monthly internal audit as per the scope of work as mentioned in annexure-I and submit the monthly audit reports as per audit scope.

3. TRAVELLING, BOARDING & LODGING AND OUT OF POCKET EXPENSES

No travelling, boarding & lodging and out of pocket expenses will be paid. Payment of fee will be limited to as quoted in price schedule by the successful bidder.

4. OTHER TERMS AND CONDITIONS

- 4.1 Successful bidder shall depute sufficient number of competent staff for audit work at their own cost.
- 4.2 Successful bidder shall submit draft monthly audit report to the In-charge of Finance department at R.E.Division and the final report along with the views of the In-charge of Finance department at R.E.Division shall be forwarded to Director (Finance) with copy to In-charge of Finance department at R.E.Division & In-charge of Internal Audit department at R.E.Division.
- 4.3 The audit staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
- 4.4 The Company shall not be responsible for any accident caused to your personnel due to their negligence.

- 4.5 Every effort shall be made to complete the internal audit work strictly as per the audit scope.
- 4.6 Successful bidder shall be in constant touch with Director (Finance), In-charge of Finance department at R.E.Division & In-charge of Internal Audit at R.E.Division.
- 4.7 Information made available during the course of audit shall be used only for bonafide work relating to audit of the company and not for any other purpose. The auditors shall not divulge the information made available by the Company or otherwise acquired during the course of audit to any other agency.
- 4.8 The Company reserve the right to accept /reject any or all the offers without assigning any reason whatsoever therefore.

5. Estimated cost the tender is Rs.3,60,000/- (Before tax)

6.0 RATE

- 6.1 Vendors are required to quote their most competitive rate in the PRICE SCHEDULE attached as Annexure VI.
- 6.2 No claim for revision of the rates will be entertained under any circumstances during the period of contract.

Techno- Commercial Terms for Tenderer's Response

Sl. No	Terms	Response
1	Tenderer must carefully study the technical specifications and general terms and conditions before participation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2	EMD if remitted as given in schedule of Tender, provide UTR No. with bank details or upload copy of DD/BC/BG and original shall be sent to IREL, Udyogamandal immediately.	AGREE
3	If exempted from paying EMD, upload self Attested scanned copy of certificates showing that bidders are PSU/State Govt Undertakings or NSIC/MSME with current valid registration with Central or state Govt should be uploaded for EMD Exemption(If applicable).	AGREE
4	Name & full address of vendor	REMARKS
5	Telephone/Mobile/Fax No. of Vendor	REMARKS
6	e-mail id	REMARKS
7	Rates: The rates are to be quoted as per the price schedule.	AGREE
8	Bidders shall fulfill Pre-Qualification criteria as per clause (ii) of Annexure-III . Copies of relevant documents should be attached.	AGREE
9	Bidders should attach the necessary information as per clause (iii) of Annexure III (Information to be given by bidder).	AGREE
10	Any requests/suggestions by bidder shall be uploaded	REMARKS

FORMAT FOR PRICE SCHEDULE

Internal Audit for financial year 2017–18

SI No	Description	Quantity Nos P	Rate (Rs) Q	TOTAL (Rs) PxQ
a	Lump sum charges for the Annual fee for Internal Audit works as specified in Annexure-IX and as per tender specification.	1		
b	Service Tax including Swachh Bharat Cess (SBC) in % (if applicable)			
c	GRAND TOTAL (Rs) = $a+(a*b/100)$			

Special Note:

1. TAX Should be mentioned in % only
2. Service tax shall be paid as prevailing rate at actual and if service tax is not applicable the bidder should mention clearly in the bid document.
3. Total price shall be indicated in both figures & words. In case there is any discrepancy between figures & words, words shall prevail.
4. If all the component of price bid is not quoted separately the bid shall be rejected.

IREL Bank Details.

**1.) Name of the Bank : State Bank of Travancore,
Udyogamandal Branch,
Udyogamandal
COCHIN- 683 501.**

2.) Account Type : Current Account

3.) Account Number : 57017844321

4.) IFSC Code : SBTR0000158

5.) MICR Code : 682009026

SECRECY AGREEMENT

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

WITNESSETH :

WHEREAS:

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

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

- 1. The term “Confidential Information” means:
 - (1) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data relating to the products.

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

and which the Receiving party, without breach of any obligation, is free to disclose to others.

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

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of IREL, E&Y shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.

5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.

8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

9. This Agreement shall be governed by and construed in accordance with Indian laws.

10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For _____

1.
(Name)
Designation

2.
(Name)
Designation

2. For Indian Rare Earths Ltd.

1. (Name)
Designation

2. (Name)
Designation