

इंडियन रेअर अर्थ्स लिमिटेड
INDIAN RARE EARTHS LIMITED
(भारत सरकार का उपक्रम)

(A Government of India Undertaking)

चवरा-691583, कोल्लम जिला/CHAVARA - 691 583, KOLLAM DIST. • केरल/KERALA

1. TENDER SPECIFICATION INCLUDING DECLARATION



Out sourcing of Internal Auditors for IREL Chavara Unit Kerala for the Financial Year 2017-18

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3. 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 a 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 should be immediately reported to any one of the following:

| | |
|---|--|
| Chairman & Managing Director Indian Rare Earths Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24225778 Email: cmd@irel.gov.in | Chief Vigilance Officer Indian Rare Earths Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24221068 Email: cvo@irel.gov.in |
| Or Head Indian Rare Earths Limited, Chavara | |

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

Thanking you,

For Indian Rare Earths Limited

DGM (Commercial)

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4. UNDERTAKING

Date:

To
M/S Indian Rare Earths Limited,
CHAVARA.

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

I/We agree and undertake:

1. 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 at Chavara, Kerala.
2. 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 unit.

Signature:

Name:

Title:

Name of the Company & Address (with seal):

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5. DECLARATION

I/ We have remitted Rs.(.....) towards Tender document cost and Earnest Money Deposit vide BG / DD No..... dated..... and proof of which are enclosed in separate cover.

I/ We have read and understood and completely satisfied myself/ourselves of all terms and conditions of the tender and hereby agree to accept responsibility to carry out the supply at the rates indicated in the price schedule.

Signature of the tenderer

Full address:

Place:

Date:

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6. Important Instructions

This is an e-procurement event of IREL, Chavara. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

6.1.

Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/ IREL is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/IREL

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Gov → IREL → Register as Vendor Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC/IREL, (before the scheduled time of the e- tender).

Contact person (MSTC):

| Sl No | Name | Telephone | Mobile | Email |
|-------|----------------------------|--------------------|-------------|-----------------------------|
| 1 | Ms. Suraiya R. Shaik / | | | |
| | Mr. Ravindranath | 080-22260054 - 205 | 07406047869 | srshaik@mstcindia.co.in |
| 2 | MrSanthosh Kumar Rajendran | 080-22260054 - 218 | 08884600700 | skrajendran@mstcindia.co.in |

Contact Persons (IREL)

| | |
|---|--|
| 1) K.S.Manjunatha DGM (COMML) Mob No.9495754392 Email:- purchase-ch@irel.gov.in | 2) Pramod.P.Mani Sr.Manger(Purchase) Mob No.9447720322 Email:- purchase-ch@irel.gov.in |
| 3) I. Girija Kumari Sr.Officer Mob No.9446739333 | 4) Ranvir Kumar Sharma S.O (IA) Mob. No. 7356086123 |

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| | <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) Signing type digital signature (Class-3)</p> <p>iv) JRE 7 update 65 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> |
| 6.2 | <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. 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> |
| 6.3 | <p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p> |
| 6.4. | <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 communicate the UTR No. and E-tender No and a certificate in Bank's letter head mentioning UTR No., amount, No. of the account debited, Name of the remitter and Pan No. of the remitter by Fax or Email.</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> |

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| | |
|------|--|
| | <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> |
| 6.5. | <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> |
| 6.6 | <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> |
| 6.7. | <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> |
| 6.8. | <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p> |
| 6.9. | <p><u>Bidding in e-tender & Reverse auction:</u></p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are 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 can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/GovtDepts → 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. 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 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 NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of |

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| | |
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| | <p>their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) 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.</p> <p>j) 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>k) 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>l) 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>m) 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> |
| 6.10 | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 6.11 | No deviation to the technical and commercial terms & conditions are allowed. |
| 6.12 | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature |
| 6.13 | IREL, Chavara has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. |
| 6.14 | 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. |
| 6.15 | 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. |
| 6.16 | The bid will be evaluated based on the filled-in technical & commercial formats |
| 6.17 | The documents uploaded and attached to this event 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. |

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7. MSTC's e-Procurement Portal Guidelines for Vendors

(The following section is meant only to provide guidance to bidders about the e-procurement portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal. Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the offices of MSTC to seek clarification on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to mis-understanding anything written hereunder.)

System Requirement

The following requirements need to be fulfilled for optimum use of MSTC e-procurement System.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows XP SP3 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) All the ActiveX controls of the Internet Explorer should be set in **Enable** mode. The settings under Browsing History (Under Tools → Internet Options → General) for Check for newer versions of web pages should be kept as Every time I visit the webpage.
- (6) All Pop-Blockers should be kept in **Disable** or turn off mode.
- (7) The protected mode of the computer should be turned off for higher version of Windows where available.
- (8) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (9) The website <https://www.mstcecommerce.com> should be added to the list of Trusted Sites.
- (10) The computer should have Java Runtime Environment version 7 update 9 or above installed in it.
- (11) Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

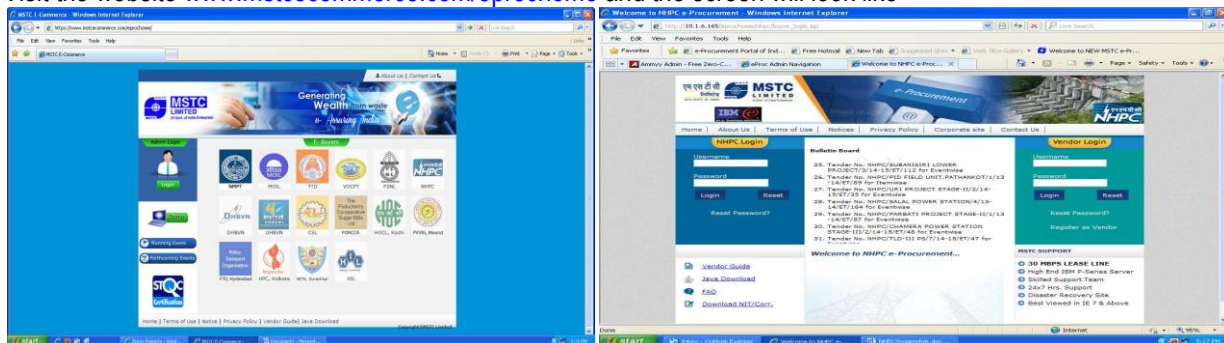
NB:- For further queries the vendors May refer to the FAQ at

www.mstcecommerce.com/eprochome

Registration

Vendors have to register separately for each Buyer in whose e-procurement events they wish to participate. For example, if a vendor wishes to participate in e-procurement events for Buyer A and Buyer B, he will have to register separately for the two Buyers.

Visit the website www.mstcecommerce.com/eprochome and the screen will look like



Click on the Logo of NHPC to register.
Form and

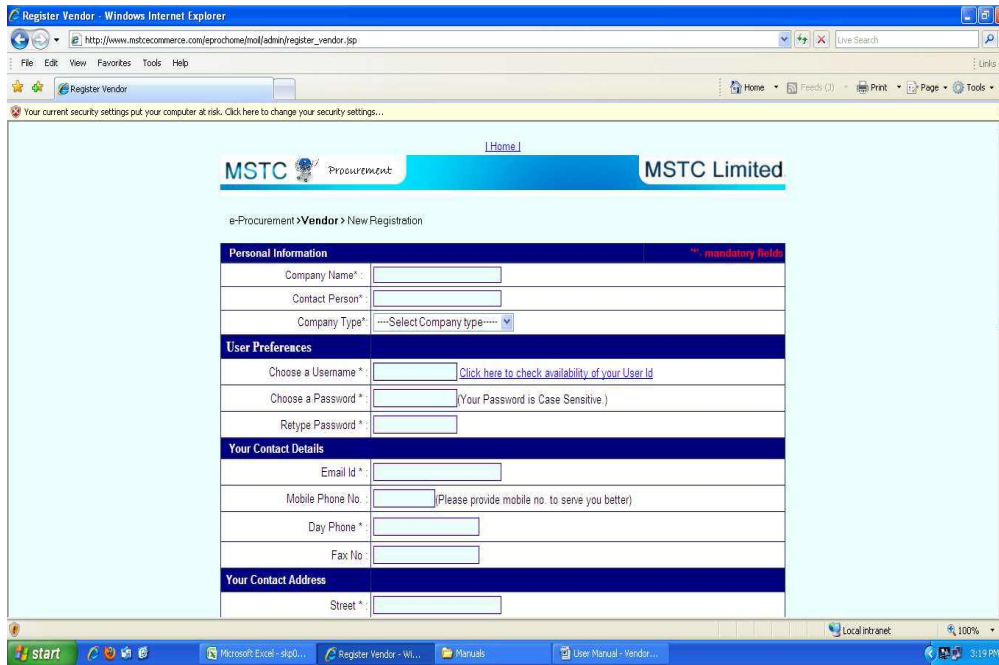
Click on "Register As Vendor". A Form will open up. Fill up the

click on Submit.

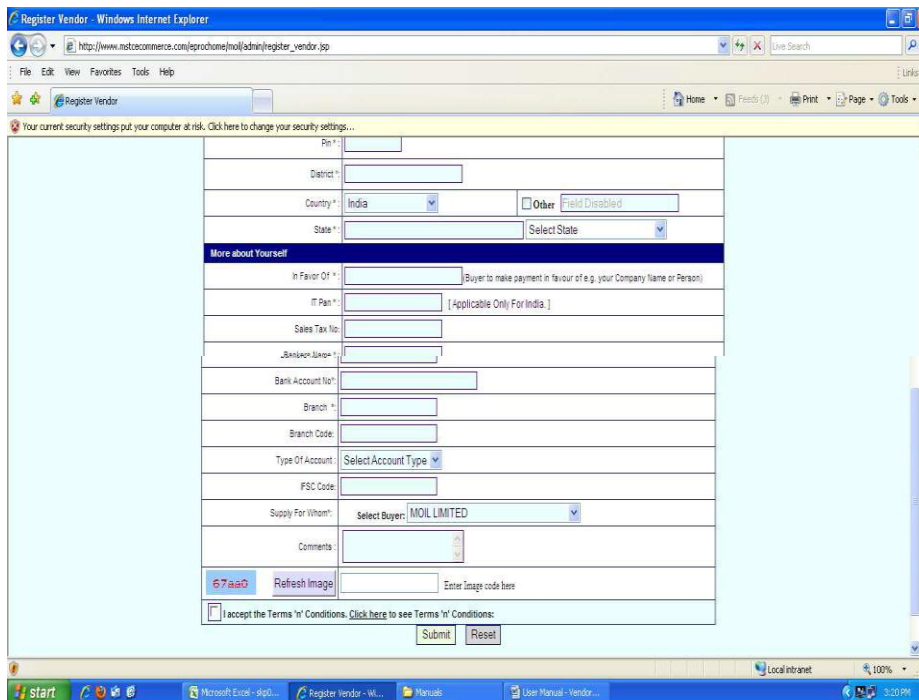
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You need to create your own user name and password. Please check availability of user id and password policy before creating the same. Please do not use any special character in any field except one for password

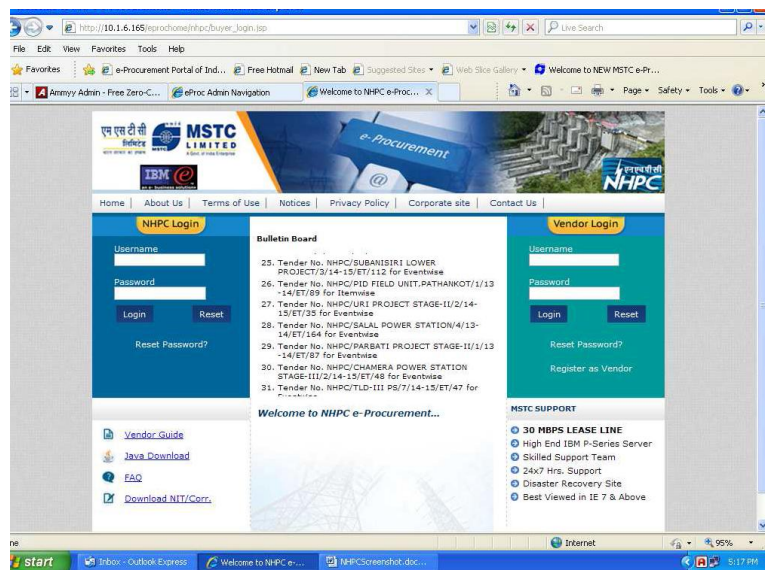


Please refresh the image before clicking on Submit button. After that a preview page will appear and if you press continue then a message of successful registration will come. This completes the on-line registration process. Your account is auto-activated (unless mentioned otherwise) and you may proceed to login.

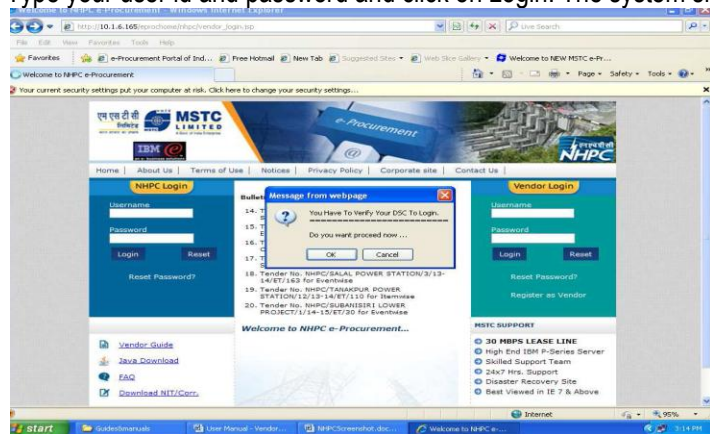
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Type your user id and password and click on Login. The system shall ask for your DSC as Below



Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id.

If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.

NB:- For further queries about system configuration the vendors May refer to the FAQ at

www.mstcecommerce.com/eprochome

Change / Forget Password

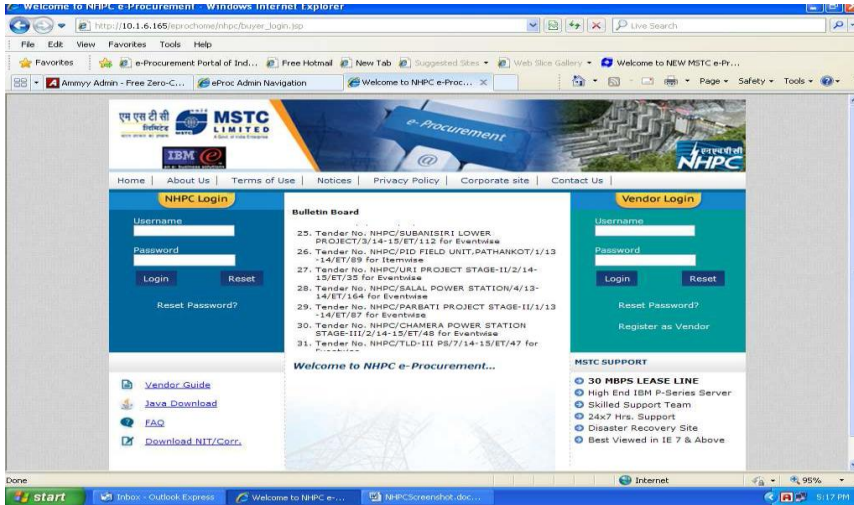
In case a vendor forgets his password or wishes to change his password, he shall click on the link Reset password.

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The system will ask for user id and new password as shown below.



Fill up the fields and click on reset. The system will ask for DSC and if authenticated correctly, the password will be reset. Please remember that this facility is available only after first successful login with the DSC.

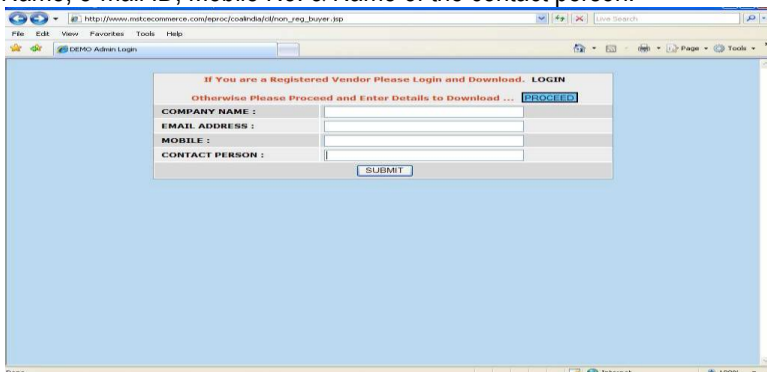
DOWNLOADING OF NIT / CORRIGENDUM BY VENDOR

a. Unregistered Vendors

Step 1: Click "Download NIT/Corr" link on

"http://www.mstcecommerce.com/eprochome/nhpc."

Step 2: 1Click 'proceed' button and fill up the format providing the details of Company Name, e-mail ID, Mobile No. & Name of the contact person.

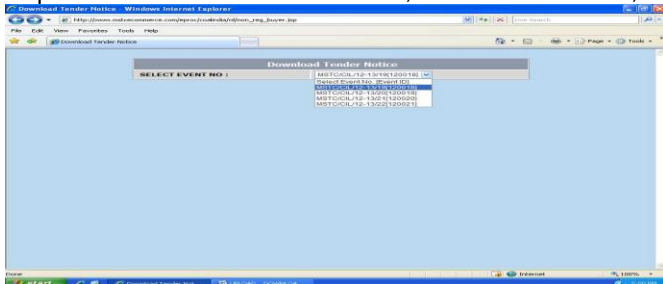


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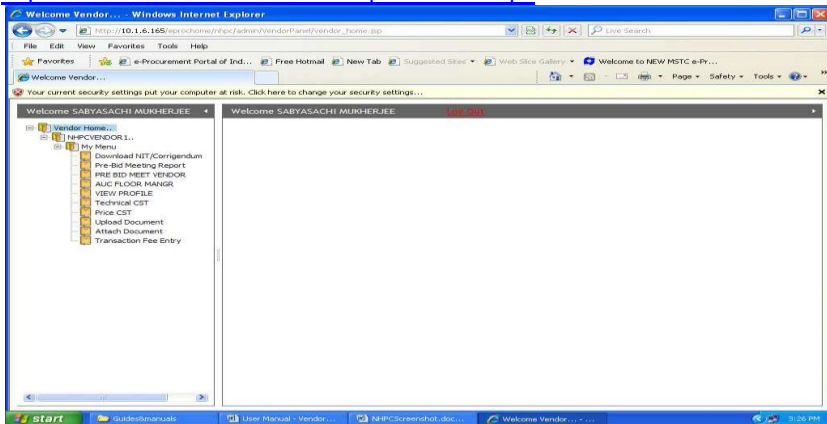
Step 3: After submission of the details, select the event No., select the notice/corrigendum and download the same



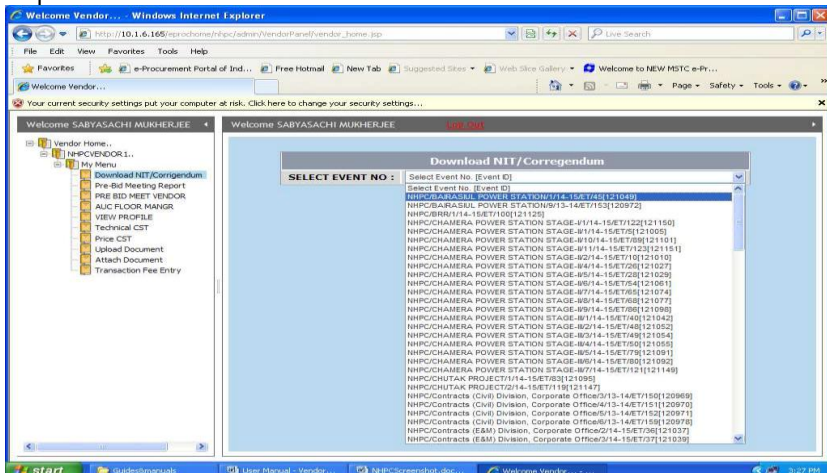
b. Registered Vendors

Step 1: Login with user ID, password & DSC. Under "Vendor Login" at

<http://www.mstcecommerce.com/eprochome/nhpc>



Step 2: Click "DOWNLOAD NIT/CORRIGENDUM" LINK.

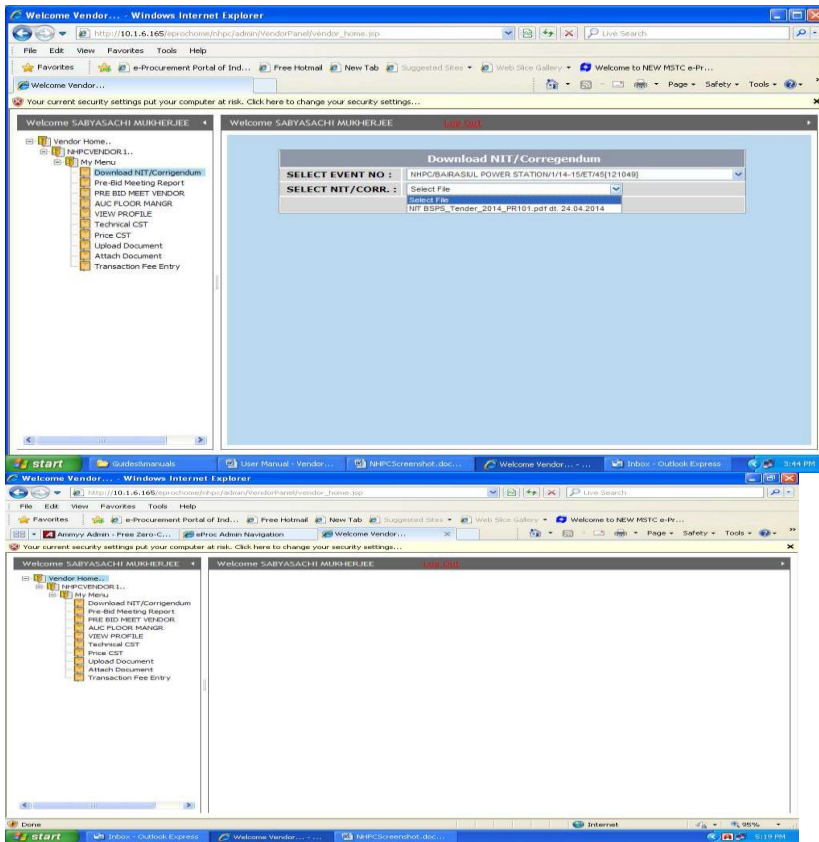


Step 3: Select the event and select the NIT/CORRIGENDUM and download & save.

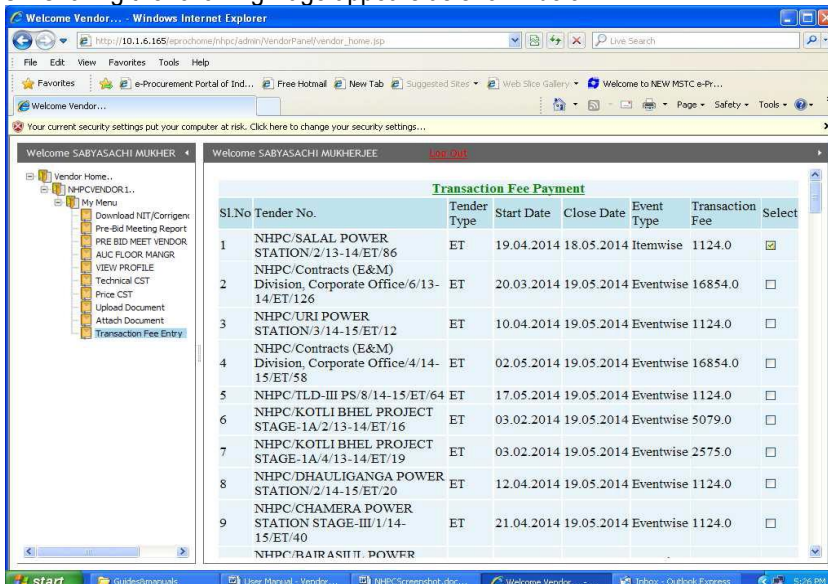
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(भारतसरकारकाउपक्रम)

(A Government of India Undertaking)

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The vendor may enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. On Clicking the following Page appears as shown below



Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom Of the page as shown below.

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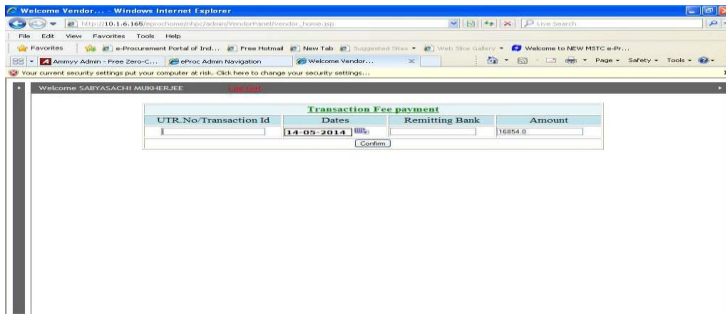
| Item No. | Description | ET | Start Date | End Date | Item Type | Amount | Action |
|----------|---|----|------------|------------|-----------|--------|--------------------------|
| 105 | NHPC/URI POWER STATION/4/14-15/ET/59 | ET | 03.05.2014 | 09.06.2014 | Itemwise | 1124.0 | <input type="checkbox"/> |
| 106 | NHPC/CHAMERA POWER STATION STAGE-II/7/14-15/ET/65 | ET | 02.05.2014 | 09.06.2014 | Itemwise | 1124.0 | <input type="checkbox"/> |
| 107 | NHPC/URI PROJECT STAGE-II/3/14-15/ET/62 | ET | 17.05.2014 | 09.06.2014 | Eventwise | 4609.0 | <input type="checkbox"/> |
| 108 | NHPC/BRR/1/14-15/ET/100 | ET | 15.05.2014 | 09.06.2014 | Eventwise | 1124.0 | <input type="checkbox"/> |
| 109 | NHPC/DHAULIGANGA POWER STATION/12/14-15/ET/102 | ET | 14.05.2014 | 10.06.2014 | Eventwise | 1153.0 | <input type="checkbox"/> |
| 110 | NHPC/REGIONAL OFFICE CHANDIGARH/2/14-15/ET/115 | ET | 16.05.2014 | 10.06.2014 | Eventwise | 1145.0 | <input type="checkbox"/> |
| 111 | NHPC/URI POWER STATION/5/14-15/ET/74 | ET | 05.05.2014 | 11.06.2014 | Itemwise | 1124.0 | <input type="checkbox"/> |
| 112 | NHPC/URI POWER STATION/6/14-15/ET/78 | ET | 05.05.2014 | 11.06.2014 | Itemwise | 1124.0 | <input type="checkbox"/> |
| 113 | NHPC/PARBATI PROJECT STAGE-III/2/14-15/ET/114 | ET | 19.05.2014 | 13.06.2014 | Eventwise | 1124.0 | <input type="checkbox"/> |
| 114 | NHPC/NIMOO BAZGO PROJECT/4/14-15/ET/109 | ET | 16.05.2014 | 14.06.2014 | Eventwise | 3083.0 | <input type="checkbox"/> |
| 115 | NHPC/SALAL POWER STATION/9/14-15/ET/104 | ET | 20.05.2014 | 16.06.2014 | Eventwise | 4517.0 | <input type="checkbox"/> |
| 116 | NHPC/SALAL POWER STATION/12/14-15/ET/107 | ET | 19.05.2014 | 16.06.2014 | Eventwise | 1124.0 | <input type="checkbox"/> |
| 117 | NHPC/SALAL POWER STATION/10/14-15/ET/105 | ET | 20.05.2014 | 18.06.2014 | Eventwise | 3594.0 | <input type="checkbox"/> |
| 118 | NHPC/ESTATE MAINTENANCE DIVISION, Corporate Office/3/14-15/ET/110 | ET | 19.05.2014 | 19.06.2014 | Itemwise | 1610.0 | <input type="checkbox"/> |
| 119 | NHPC/SALAL POWER STATION/11/14-15/ET/106 | ET | 22.05.2014 | 21.06.2014 | Eventwise | 7255.0 | <input type="checkbox"/> |
| 120 | NHPC/SALAL POWER STATION/13/14-15/ET/108 | ET | 24.05.2014 | 24.06.2014 | Eventwise | 1434.0 | <input type="checkbox"/> |

Then the following page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “**Confirm**” Button as shown below. The amount field cannot be edited.

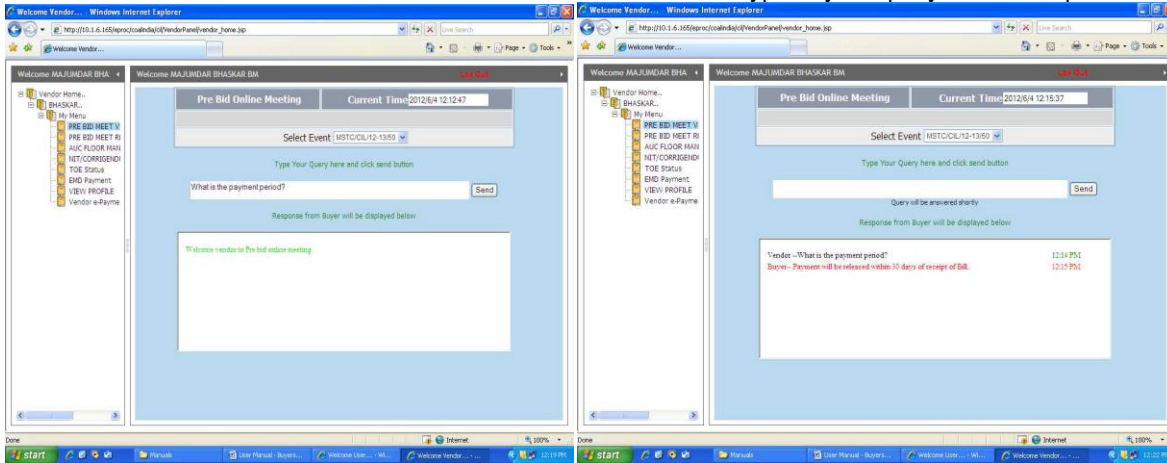
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Pre-Bid Meet : Log in with your user id, password and DSC. Click on the link PRE BID MEET VENDOR. Select the Event. Type in your query in the box provided and click on Send.

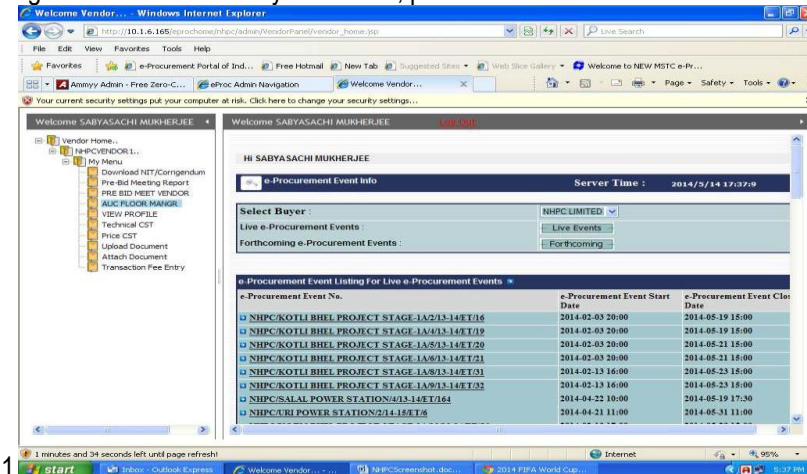


When the Buyer replies to your query, it will be automatically displayed under your query in the second display box as shown above. You can view all the queries and the replies thereto during the Pre Bid Meeting without knowing the names of the persons raising the queries.

The Pre Bid Reports of all concluded Pre Bid Meetings can be accessed through the link PRE BID MEET REPORT.

Bidding in e-tender

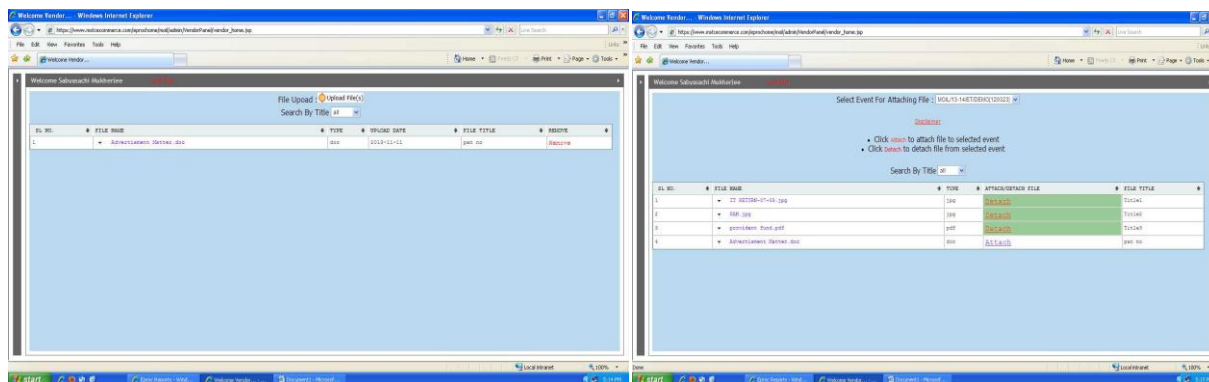
Log into the website with your user id, password and DSC. Click on AUC FLOOR MANGR



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Documents can be removed from the library also.

In the attached document link, Documents already uploaded, will be available. Vendors just need to select the particular tender and click attach against the documents which are required. Vendors may detach the documents also if required. Documents once uploaded can be used for multiple tenders and need not be re-uploaded for each tender separately. Documents need to be attached with tenders; otherwise such documents will not be available to buyer for downloading against any tender. Once the technical and price bids have been filled and documents have been uploaded and you feel that you won't edit them any further, you are required to submit the bid by clicking on Final submission button provided at the extreme right against each lot. Once the said button is clicked and the data is digitally signed with bidder's Digital Signature, the bid stands submitted and no further editing of the bid is possible thereafter. The screen will appear to read as Bid Already Submitted and the links for Technical and Price Bids will get disabled. Bidders will receive an acknowledgement mail in their registered email id against each tender after final submission against each lot. Bidders are required to take special note of the following points. (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible. (b) A bid can be submitted upto the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance. (c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.

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8. GENERAL CONDITIONS OF CONTRACT

8.1. The purpose of this document is to establish general conditions for the contract that shall be binding upon the Contractor. These general conditions are complementary to the Contract, Tender documents, Drawings, Specifications etc as the case be and anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

8.2. Every notice hereby required or authorized to be given may either be given to the contractor personally or left at his residence or his last known place of abode or business or may be handed over to his agent personally or may be sent to the Contractor by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to the contractor on the date on which in the ordinary course of post a letter so addressed and posted should reach his place of abode or business.

8.3. Definition of Terms

8.3.1. Purchaser/Company

The 'Purchaser/Company' shall mean Indian Rare Earths Limited, incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkarmarg, Prabhadevi, Mumbai-400028

8.3.2. Contractor/Supplier

The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.

8.3.3. Sub-Contractor

The 'Sub-contractor' shall mean the person or company 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 Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

8.3.4. Contract

The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.

8.3.5. Engineer / Engineer-in-Charge(EIC)/Officer in Charge (OIC)

The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC)/ Officer in Charge (OIC) as are designated by the company.

8.3.6. Tender Specification

The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

8.3.7. Contract Specification

The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract

8.3.8. Letter of Intent (LOI)

The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.

8.3.9. HO/CO

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The term "HO/CO" shall mean Head Office /Corporate Office, 1207 VS MArg, Prabhadevi, Mumbai-400028.

8.3.10. Site

The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

8.3.11. Contract

The Contractor with the Purchaser shall enter into a formal agreement for the proper fulfillment of the Contract.

8.4. Standards

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

8.5. Scope of Order and Specifications

Contractor shall supply the material or execute the work according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by IREL.

8.6. Inspection of site

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

8.7. Assignment and Subletting

- 8.7.1. The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
- 8.7.2. The contractor shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the sub-contractor (s) and the company and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

8.8. 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.

The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender.

The prices shall be itemised in accordance with the Price Schedule attached in Price bid and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid.

All prices in the tender shall be inclusive of Excise duty, Sales tax, Service tax and any other applicable taxes, duties and all other statutory levies applicable.

The Contractor is responsible and liable for remitting all statutory dues (Service tax, VAT etc. as applicable) collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL is not responsible for remittance of such tax collections.

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8.9. Taxes, duties & levies

Bidders must clearly mention their Sales Tax & Service Tax Registrations, TIN etc. in their offers and invoices. Sales Tax / VAT, Excise Duty, Service Tax etc. shall be clearly mentioned in the offer indicating the applicable rates. In order to enable IREL to avail tax benefits like CENVAT credit, Service Tax credit etc, the supplier shall ensure submission of Cenvat Invoice/Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the reimbursable amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall be deducted from his bill.

8.10. Performance test

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in this Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency. On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier. The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

8.11. Alteration of specifications, patterns and drawings

During the progress of the work, the Purchaser may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and the Purchaser. Such changes shall not invalidate the Contract. The Contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by the Purchaser. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of the Purchaser, in the cost, shall be final and conclusive.

8.12. Correspondence

All correspondence shall be in English and addressed to IREL drawn to the attention of the officer issuing the order, unless otherwise specifically authorised.

8.13. Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

8.14. 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.

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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.

8.15. Security regulations

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

8.16. Method of black listing vendors

- 8.16.1. Being responsible for three times failure to supply/execute the contract as per order in three years duration shall be considered for black listing vendors name from approved list of vendors while periodical review/updating of vendor list. The black listed vendor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.
- 8.16.2. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions or prices or withdraw his quotation subsequent to the date of opening.
- 8.16.3. Further, the vendor shall be banned from doing any business with the company in case of:
- If security considerations including question of loyalty to the state so warrant.
 - If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
 - If there is strong justification for believing that the proprietor or employee or representative of the firm 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.
 - The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by the Purchaser or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

8.17. 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 or any drawings, designs, reports and other documents and information prepared for this work, 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..

8.18. Indemnity

The contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss and undertake to pay the same.

8.19. Death, Bankruptcy, etc.

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or

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their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

8.20. Arbitration

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL and the Authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL unit where the contract is executed.

8.21. FORCE MAJEURE:

Either party shall be Excused from performance directly caused by circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers.

8.22. CANCELLATION:

IREL reserves the right to cancel the order or part thereof without assigning any reason, against written notice to the supplier if they (1) fail to supply goods in accordance with the order (2) goes bankrupt or goes into liquidation (3) fail to deliver the goods on time (4) fail to replace the rejected items promptly to the satisfaction of IREL (5) fail to comply with any contractual requirements like timely remittance of security deposit, etc and breach of any of the contractual terms and conditions (6) indulge in unlawful activities and fraud.

In the event of cancellation of the order in full or part, IREL reserves the right to get the balance supply executed through other agency at the risk and cost of the seller.

8.23. LIQUIDATED DAMAGES:

~~As applicable to the contract, for delays attributable to the supplier/contractor, liquidated damages shall be levied at the rate of 0.5% per week or part thereof on the value of unfinished supplies for each week of delay subjected to a maximum of 5% of the total contract value.~~

8.24. JURISDICTION:

In the event of disputes same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

8.25. Benefits to MSE's:

The Micro & Small Enterprises (MSE) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Waiver of Security Deposit up to the monetary limit for which the unit is registered
- (d) Price preference up to 15% as per clause mentioned in commercial condition.

The MSE's are required to submit valid Registration Certificate issued by NSIC along with tender. MSE's claiming the above benefits have to exclusively mention in their offer for consideration by IREL. However, NSIC registered firms shall be exempted from SD only up to their monetary limit (if any) indicated in their registration certificate.

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In case value of Security Deposit is above such monetary limit indicated in their Registration certificate, the successful tenderer shall have to furnish the SD in the form of Demand Draft/ Bank Guarantee.

8.26. RISK PURCHASE CLAUSE:

After award of the contract, if the tenderer fails to execute the contract as per tender or at any time repudiates the order, IREL have the right to forfeit the EMD/SD and execute the contract through other agencies at the risk and cost of the contractor. The cost differences between the alternative arrangements and total contract value will be recovered from the contractor along with other incidental charges. In case of execution of contract through alternative sources and if price is lower, no benefit on this account will be passed on to the contractor

Should any conditions in the General Conditions of Contract be contrary to the special Conditions of the Contract, such Special Conditions of Contract shall prevail.

In case of any discrepancy in the Tender terms and conditions, the **uploaded Tender** terms and conditions shall be final.

8.27. EARNEST MONEY DEPOSIT (EMD):

1. The bid shall be accompanied by EMD of Rs.5000/- (Rupees Five Thousand only) in the form of 'demand draft' or 'bankers cheque' drawn in favour of Indian Rare Earths Limited payable at Chavara.
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.

- 8.28.** The contractor shall have registration of **Employees Provident Fund Organisation (EPFO)** and **Employees State Insurance Corporation (ESIC)** and comply the requirements mentioned in **Annexure – II of SCOC.**

FAILURE AND TERMINATION

- 8.29.** 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

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9. Annexure-II of SCOC

9.1. RESPONSIBILITIES OF THE CONTRACTOR

- 9.1.1. Manpower Deployment: The Contractor will deploy sufficient number of experienced manpower for discharging the contractual obligation effectively.
- 9.1.2. The Contractor shall submit a list of his proposed workmen after award of Contract along with details of qualifications, experience & residential address. It shall be the responsibility of Contractor to provide police verification documents of his proposed workers to the "Engineer-In-Charge" before their deployment under this Contract. IREL reserves the right to verify the antecedents of any worker and reject any of the Contractor's workers. IREL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of IREL.
- 9.1.3. The Contractor shall ensure payment of minimum wages and other statutory payment as per the provisions of Employee/Labour laws to his supervisors / workmen deputed for the work and furnish necessary proof, whenever required. Along with the monthly running bills, Contractor **should enclose a Certificate given by each of his supervisors / workmen** that they had received the payment in full from the Contractor for the said month.
- 9.1.4. The Contractor will be solely responsible for any loss, damage to IREL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 9.1.5. In case, it is felt by the authorized officer of IREL that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor. In case of absence or leave absence of workmen, it is the responsibility of contractor to provide adequate nos. of substitute manpower in such cases.
- 9.1.6. If the Contractor fails or neglects to observe or perform the terms & conditions of the Contract, IREL may:
- (a) Hold the Contractor liable for all the losses or damages caused to IREL by such failure or neglect.
- (b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance / dislocation or stoppages and recover such losses from the amount payable to the Contractor.
- 9.1.7. The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 9.1.8. The Contractor shall not employ any person below "eighteen [18] years" of age. Further, the Contractor shall submit copy of valid age proof certificate in respect of each workmen engaged vide this contract.
- 9.1.9. The Contractor shall be solely responsible for payment of wages / salaries and allowance, if any to his personnel that might become applicable under any new act or order of the Government during the currency of the contract. IREL shall bear no liability, whatsoever, in this regard.
- 9.1.10. The Contractor shall submit an Indemnity Bond specifying that the Contractor will indemnify the employer from all damages, losses accrued on account of non-compliance of any applicable Labour/Employee law, Personal injury(s) caused during the course of employment

9.2. STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW:

9.2.1. Statutory compliances under various Labour Laws:

The Contractor shall be solely responsible to comply with statutory provisions of various labour laws such as Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, The Mines Act, 1952 & Central Rules, 1955, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Compensation Act, 1923, etc. as stated below.

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9.2.2. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952.

The Contractor shall be liable to obtain PF Code from EPFO for his establishment and remit the PF amounts to EPFO in respect of the workers engaged by him every month within the time limit stipulated and submit a copy of Challan and ECR in support of PF remittance to the Engineer in-Charge.

9.2.3. The Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971.

9.2.3.1. The Contractor shall obtain Labour Licence if he engages 20 or more workers on any single day and submit a copy of Labour Licence to Engineer-in-Charge before execution of the contract work.

9.3. The Contractor shall be responsible to disburse every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him in the presence of Engineer-in-Charge/Authorised Representative of Principal Employer and submit a copy of Register of Wages of the particular month to Engineer-in-Charge alongwith the signatures of the Contractor and Engineer-in-Charge/Authorised Representative of Principal Employer witnessing the wage disbursement.

9.3.1.1. The Contractor shall maintain the Registers of Wages, Wage-cum-Muster Roll, Advances, Deduction, Fines, Overtime etc and also should issue wage slip and employment card to his workers in the formats as specified under CL(R&A) Act, 1970.

9.3.2. The Minimum Wages Act, 1948

The Contractor shall be liable to pay Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him before the expiry of the seventh day of every month.

9.3.3. The Employees' Compensation Act, 1923

9.3.3.1. The Contractor shall be liable to obtain a suitable Workmen Compensation Policy for complying with the obligation under Employees Compensation Act, 1923 on account of any personal injury and/or death caused to his workers engaged while execution of the contract work. A copy of the Policy should be submitted to the Engineer in-Charge before execution of contract work.

9.3.3.2. The payments against the bills to the Contractor shall be released subject to due compliance of statutory provisions envisaged under aforesaid various labour laws.

9.3.4. ADHERENCE TO SAFETY & SECURITY REGULATIONS

9.3.4.1. All Contractors personnel deployed inside the workplace should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking, consuming of alcohol inside the workplace premises is strictly prohibited.

9.3.4.2. Contractor shall also ensure that all existing and amended Fire & Safety Rules/Policies of IREL are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility.

9.3.4.3. IREL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

9.3.4.4. IREL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

9.3.4.5. All employees of the Contractor are required to follow adequate safety and will be responsible for any fault thereof

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10. IREL Bank Details for money transfer through RTGS/NEFT.

- 1) Name of the Bank: State Bank of Travancore, Chavara, Kollam.
- 2) Bank A/C No. 57013595003
- 3) IFSC Code: SBTR0000055

After remittance of the amount the party has to intimate the following details to M/s. IREL.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

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11. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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 M/s Indian Rare Earths Limited, Chavara Plant, Chavara-691 583, Kollam District, Kerala of M/s Indian Rare Earths 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.

Dated the _____ day of _____ 201__

_____ Bank

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

Bank's Common seal

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12. 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 M/s Indian Rare Earths Limited, Chavara Plant, Chavara-691 583, Kollam District, Kerala of M/s Indian rare Earths 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. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

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 this guarantee 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 six 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 relieved 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.

Dated the _____ day of _____ 201__

_____ Bank

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

Bank's Common seal

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13. PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

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 M/s Indian Rare Earths Limited, Chavara Plant, Chavara-691 583, Kollam District, Kerala of M/s Indian rare Earths 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 the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being _____% (_____ percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

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 by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

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 this 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 bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the IREL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six 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 distributions 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 relieved from our liability 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 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 bidder.

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

Dated the _____ day of _____ 201__

_____ Bank

(Signature with name in Block letters with designation,

Attorney as per distribution of Attorney No. _____ dt. _____)

Bank's Common seal

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(To be executed on stamp paper of appropriate value as per Stamp Act.)

14. AGREEMENT

ARTICLES OF AGREEMENT MADE THIS THE _____ day of _____ 20XX between the Indian Rare Earths Ltd., Chavara, Kollam with its Registered Office at Plot No.1207, Opp. to Siddhi Vinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai-400 028(hereinafter called the "Company") on the one part and M/s _____ (thereinafter called the 'Contractor' on the other part).

WHEREAS THE TENDER HAVING BEEN invited for the work of _____

AND WHEREAS THE COMPANY has accepted the rates offered by the Contractor as noted in the schedule herein appended subject to the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS AND IT IS MUTUALLY AGREED AS FOLLOWS:

1. The company agrees to award and the Contractor accepts the contract for the work of _____ Vide Order No _____ at the rates noted in the schedule attached.
The period of contract :- _____
2. THE TERMS AND CONDITIONS FOR SUCH contract having been stipulated in the Tender Form to which the Contractor has agreed, such tender which is herewith appended, shall form part of the agreement, and it is agreed that the terms and conditions stipulated therein shall bind the parties to this Agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to in which respect the express provisions of this Agreement shall supersede those of the said tender form. In addition, the documents as listed in the schedule hereunder and attached herewith shall be deemed to form and be read and construed as part of this Agreement.
3. THE CONTRACTOR ALSO hereby agrees and undertakes to perform and fulfill all the operations and obligations connected with the execution of the contract with effect from the date of commencement.
4. IF THE CONTRACTOR does not perform the contract in strict accordance with the conditions contained herein within the stipulated time, the Company may entrust the contract to some other persons at the risk and expense of the Contractor.
5. THE COMPANY SHALL NOT be liable in any way to pay damages or compensation on account of default on the part of the contractor for the due fulfillment of the contract or becoming payable on account of injury or accident to the persons employed by the Contractor for the execution of the contract or on account of anything arising out of the performance of the contract by the Contractor.
6. IF THE WORK IS FOUND TO BE defective and not upto the specifications, the whole or part thereof will be rejected and the Contractor will be directed to demolish the whole or part of the work and any loss sustained by the Company on account thereof will have to be borne by the Contractor.
SHOULD THE COMPANY consider that the work although not executed in strict accordance with the specifications may be allowed to stand, the Company is empowered to pay for the same at such reduced rates as the Head of the Company may fix, but this proceeding is quite optional on the part of the Company.
7. The EMD of _____ submitted by the contractor along with the tender shall form part of the security deposit. The contractor has submitted an additional Rs. _____ making a total security deposit of Rs. _____. This Security Deposit will be forfeited in case of loss to the company by the nonfulfilment of the contract by the contractor. All losses and damages occurring to the company on this account shall be recovered from the contractor in case the above security amount is found not sufficient to compensate such loss of damages.

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THE SCHEDULE OF DOCUMENTS FORMING PART OF THE CONTRACT AS
REFERRED TO IN CLAUSE 2.

- 1) -----
- 2) -----
- 3) -----

IN WITNESS WHERE OF Shri. _____, Indian Rare Earths Ltd, Chavara on behalf of
Indian Rare Earths Ltd and Shri _____ the Contractor have hereunto set their hands
the day and year first above written.

I. **Signed and delivered**

For on and behalf of the
Company,

For on and behalf of the
contractor.

(Signature, Name &
Designation)

(Signature, Name &
Designation)

II. In the present of Witness

Name & Address

Signature

Name & Address

Signature

1.

1.

2.

2.

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15. INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at _____ on this _____ day of _____ month of year two thousand and Sixteen (2016) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ (hereinafter referred to as Contractor)

In favour of M/s Indian Rare Earths Ltd., a Company Registered under the Companies Act, 1956, having its site Office at Chavara, District: Kollam, Kerala – 691583 and Head Office _____.

Whereas Indian Rare Earths Ltd has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for _____ works at Indian Rare Earths Limited , _____. The Contractor was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Indian Rare Earths Limited, works site, Chavara, District: Kollam, Kerala-691583 vide their letter.....

And, whereas as per tender documents, the Contractor has to enter into a Contract Agreement with Indian Rare Earths Limited and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Indian Rare Earths Limited on

In consideration of Indian Rare Earths Limited having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Indian Rare Earths Limited from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating applicable rules and regulations of law of the land, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

During the tenure of the Contract Agreement the Indemnifier agrees the indemnified party for any claim(s) on behalf of the employees/ workmen of the indemnifier for certain obligations to be fulfilled by the indemnifier under various statutory provisions applicable to the employees of the Indemnifier. And, whereas in answer to above requisition. I/We have undertaken to fulfill all the obligations case on me/us and agree to settle the claims of employees employed by me/our firm, if any and also undertake to settle any claims of employees employed by me/us. I/ We also undertake to settle the claims, if any of our employees future arising out of contract period.

And whereas the said indemnified party on such declaration given by me upon my entering into above written indemnified conditioned as hereinafter expressed for the protection and indemnify of any possible claims. Now, the above written bond is conditioned to be void only in either of the following cases;

Further, Contactor hereby indemnifies and keep Indian Rare Earths Limited indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Indian Rare Earths Limited on account of breach of the terms and conditions of the Contract including violation of applicable employee / labour laws by the Contractor.

Singed by me/us with my seal this _____ day of _____

Signature of Contractor with seal

इंडियन रेअर अर्थ्स लिमिटेड
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16. REGISTRATION DETAILS

| | |
|---|--|
| Name of the firm | |
| Excise Reg.. No | |
| VAT Reg. No | |
| CST Reg. No | |
| PAN No | |
| Service Tax Reg. No. | |
| PF Reg. No | |
| Micro Small Medium Enterprise Reg. No | |
| Whether the MSME belong to SC/ST category personnel | |
| | |
| | |

Note : - The contractor shall furnish

1. Self-certified copy of PAN card,
2. Self-certified copy of Service tax registration certificates (if any), before the commencement of the work.
3. In case the Contractor is not having Service tax registration certificate, Contractor is required to declare the same.

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17. SCHEDULE OF TENDER (SOT)

| SI No | Particulars | |
|-------|---|--|
| 17.1 | Name of Work | Engagement of Internal Auditors for IREL Chavara Unit Kerala for the Financial Year 2017-18 |
| 17.2 | Type of Tender | Public Tender (Single part) |
| 17.3 | Estimated Contract Value including Taxes& C form | Rs. 3,43,000/- (Excluding Service Tax) Rs.3,94,450/- (Including Service Tax of 15%) |
| 17.4 | E-Tender Event No. | IREL/Chavara/16-17/ET/128 |
| 17.5 | Mode of Tender | e-Procurement System (Online Part1- Techno-Commercial Bid and Part-II- Price Bid through www.mstcecommerce.com/eprochome/irel of MSTC Ltd.) |
| 17.6 | 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/- Including @ 15% Service Tax & other charges etc.) Payment of Transaction fee by RTGS in favour of MSTC LIMITED. (Bank Charges are to be borne by bidder) (Refer clause. No.6.4 of Important Instructions) |
| 17.7 | Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata. | Three working days before the last date of closing of online bidding for the e-tender. |
| 17.8 | Start Bid date and Time www.mstcecommerce.com/eprochome/IREL | 20.01.2017 at 16.00 Hrs. |
| 17.9 | Close Bid date and Time | 10.02.2017 at 14.00 Hrs. |
| 17.10 | View Tender Time | 18.01.2017 at 18.00 Hrs. |
| 17.11 | Date of Pre-Bid Start Time | Not Applicable |
| 17.12 | Date & time of opening of Part-I (i.e. Techno-Commercial Bid) | 10-02.2017 at 14.30 Hrs. |
| 17.13 | Part-II Price Bid opening date-after this date | 11.02.2017 at 10.30 Hrs.. |
| 17.14 | Tender Cost to IREL | NIL |

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| | | |
|-------|--|---|
| 17.15 | Earnest Money Deposit to IREL | <p>Rs. 5000/- (Rupees Five thousand only) Payment of Earnest Money Deposit by RTGS in favour of IREL, Chavara (refer Clause 10 for details) (Bank Charges are to be borne by bidder)</p> <p>Or</p> <p>by BG (as per format enclosed)</p> <p>Or</p> <p>Submission of Valid MSME certificate for exemption of Tender cost</p> <p>Submission of offer without Earnest Money Deposit/ Valid MSME certificate, offer shall be summarily rejected.</p> |
| 17.16 | Pre-Qualification criteria of bidders | 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, (iii) Self certificate towards conducting the same either in progress or concluded. |
| 3 | Firm should not be less than 3 years old on date of tender | (i) FRC issued by respective institute as referred in SI 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 | The firm should have gross receipts exceeding Rs.50 lakhs in a previous financial year ie., 2015-16. | (i) Copy of financial statements for financial year 2015-16 in support of gross receipts duly certified by practicing chartered accountant. |
| | | <p>Note</p> <p>1. <u>Bidders are hereby notified that clarifications shall be sought only on submitted documentary proof against the qualification criteria of this tender if required after opening of this tender.</u></p> <p>2. Bidders are hereby notified that no resubmission of</p> |

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| | | |
|-------|----------------------------|---|
| | | <p>documentary proof against the qualification criteria of this tender shall be sought after opening of this tender.</p> <p>3. <i>Submission</i> of offer without above mentioned documentary proofs shall be considered as unresponsive and hence it shall be summarily rejected without any notice.</p> <p>4. <i>Bidder/their authorized representative shall be present at the time of Techno Commercial bid opening and shall sign the list of documents which are available in MSTC portal and there after no dispute with respect to non availability of submitted documents in MSTC portal will be admitted.</i></p> <p>5. <i>If the bidder/their authorized representative are not present during the time of Techno Commercial bid opening, their claim of non availability of submitted documents while submission of bid before due date of opening in MSTC portal will not be admitted.</i></p> <p>6. <i>The list of documents available in the MSTC portal to qualify the tender criteria shall be final and tender evaluation shall be made only based on the list available in MSTC portal.</i></p> <p>7. <i>Related party 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.</i></p> |
| 17.17 | Security Deposit | As per Clause 19.1 |
| 17.18 | Payment terms | As per Clause 19.2 |
| 17.19 | Period of contract | As per Clause 19.3 |
| 17.20 | L.D | Not Applicable |
| 17.21 | Agreement | As per Clause 19.5 |
| 17.22 | Warranty | Not Applicable |
| 17.23 | Performance Bank Guarantee | Not Applicable |
| 17.24 | Tender Submission | As per Clause 19.8 |

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| | | |
|-------|-------------------|---------------------|
| 17.25 | Validity of Bid | As per Clause 19.11 |
| 17.26 | Bid Evaluation | As per Clause 19.14 |
| 17.27 | Award of Contract | As per Clause 19.15 |
| 17.28 | Secrecy Agreement | As per clause 8.17 |

For Indian Rare Earths Limited

DGM(Commercial))

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18. SPECIAL CONDITIONS OF CONTRACT

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) & Orrissa Sands Complex (OSCOM), Chatrapur (Odisha), with installed capacity to produce 510,000 tons per annum Ilmenite and also associated minerals such as Rutile, Leucoxene, 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 Chavara Unit, Kerala

18.1. Scope of work

- 18.1.1. Scope of work shall include carrying out the internal audit of IREL, Chavara and submission of monthly audit report by end of next month. Detailed scope of audit is attached as Annexure-I
- 18.1.2. 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. Firms 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.
- 18.1.3. 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.

18.2. DELIVERABLES

- 18.2.1. 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.

18.3. 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.

18.4. 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.

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18.5. The bidder has to submit the following information :

- 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 details :
- 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)

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18.6. OTHER TERMS

- 18.6.1. Successful bidder shall depute sufficient number of competent staff for audit work at their own cost.
- 18.6.2. Successful bidder shall submit draft monthly audit report to the Head of Unit, Chavara and the final report along with the views of the In-charge of Finance department at Chavara shall be forwarded to Director (Finance) with copy to In-charge of Finance department at HO & In-charge of (Internal Audit) department at Chavara.
- 18.6.3. The audit staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
- 18.6.4. The Company shall not be responsible for any accident caused to your personnel due to their negligence.
- 18.6.5. Every effort shall be made to complete the internal audit work strictly as per the audit scope.
- 18.6.6. Successful bidder shall be in constant touch with Head of Unit, In-charge of Finance department at Chavara & In-charge of Internal Audit department at Chavara.
- 18.6.7. The Company reserve the right to accept/reject any or all the offeres without assigning any reason whatsoever therefore.
- 18.6.8. 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

For Indian Rare Earths Limited

DGM(Commercial)

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ANNEXURE - I

| Sr. no | Scope of the Internal Audit-Outsourced | | | |
|----------|---|-------------|---|---|
| | Areas | Periodicity | Extent | Reporting requirement with specific emphasis on following issues |
| A | Cash & Bank Book | | | |
| 1 | Cash book | Monthly | 100% to be checked with counterfoils of receipt, credit and debit vouchers | 1) To verify whether all supporting documents are attached and receipt/payment is approved by competent authority as per delegation of power. |
| 2 | Cash verification | Monthly | Surprise check at least twice a month any time during the day. | 1) Average daily holding of cash balance 2) Insurance coverage of cash handling, if any 3) Whether denominations are entered on daily basis with counter signature of cash in charge. 4) Steps undertaken to reduce cash transactions |
| 3 | Bank book (All Banks) | Monthly | 100% to be checked with counterfoils of bank receipts, debits and credit vouchers, cheque books, pay-in-slip, debit and credit advices, incoming cheques to be checked with register and receipts | 1) Electronic receipts and disbursements and associated internal control thereof towards inputting, authorising and approving as per delegation of power. 2) Frequency of operation of Suspense account and average time of its subsequent regularisation 3) Loan/OD account with specific attention to its prudence and cost 4) Accounting aspects-capital/revenue, current/prior period etc. with specific reference to respective orders and approved payment terms. |
| 4 | Bank reconciliation statements (All Banks) | Monthly | 100% | To verify whether adjustment entries are passed and if not reasons for the same to be reported |
| 5 | Stale cheque accounting | Monthly | | To include in the monthly report |
| 6 | Bank guarantee and LC. | Quarterly | To verify whether the unit finance department has a system to inform Head Office on payment of LC in order to vacate LC margin and lien on FD | 1) To verify whether necessary register / data base is maintained by the Unit. 2) To report the purpose for which the BG was obtained and status of the work. 3) At HO level, overall LC and BG limit-fund based and non-fund-based limits are to be verified. In case of fund-based limits, to report whether the limits remain unutilised entailing avoidable cost to the company. |
| 7 | Term / fixed deposit | Monthly | To verify with all the original receipts. | 1) To verify whether the parking of fund is as per applicable DPE guidelines. 2) Whether the period of deposit is decided considering the cash budget of the company. 3) Availability of necessary approval for the investment. 4) To check interest calculation on all maturities and on accrual basis for income recognition at the end of period. 5) Whether applicable TDS exemption has been availed for the deposits. |
| 8 | Fund Availablitiy, requisition for further fund & its utilisation alongwith daily movement of cash & bank | Monthly | To verify all the fund requisitions raised during the month | 1) To check daily movement of all operative bank accounts. 2) Head-wise requisition vis-à-vis actual utilisation of fund. Deviations are to be reported separately. 3) To report whether diversion of fund, if any has got the approval of competent authority. |
| 9 | Over Draft (OD)/Demand Loan (DL) availed, if any | Quarterly | To verify with their respective approval note. | 1) To verify whether financial prudence has been exercised while availing OD/DL. 2) To check interest payable on OD/DL |

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| Sr. no | Scope of the Internal Audit-Outsourced | | | |
|----------|--|-------------|---|---|
| | Areas | Periodicity | Extent | Reporting requirement with specific emphasis on following issues |
| B | Sales including Inter unit transfer | | | |
| 1 | Domestic sales | Monthly | 100% -To verify all invoices raised during the month with reference to delivery challan, sale order, availability of concession form, if applicable, and approved price list. | 1) Levy of all applicable taxes and availment of CENVAT credit thereon. 2) Sales reporting for the month 3) Delay in raising invoice, if any. 4) To report whether finance department has copy of all approved price lists 5) Other accounting issues relating thereto. |
| 2 | Export sales | Monthly | 100% -To verify all invoices raised during the month with reference to despatch documents, valid export sale order | 1) Levy of all applicable taxes and duties. 2) Export sales reporting for the month. 3) Delay in raising invoice if any. 4) Other accounting and reporting relating thereto. |
| 3 | Discounts and refunds on sales | 100% | Complete verification with scheme announced by the company | 1) Validity of the scheme. 2) Calculation 3) Accounting and reporting |
| 4 | Concession forms for sales | 100% | To check whether all applicable forms are available with finance department | To report whether company's interest is protected as regards availability of concessional forms with specific reference to cases settled during the period of audit. |
| 5 | Sundry debtors' ledger | Half yearly | To check whether balance confirmation system is in vogue | 1) Review and indicate the list of parties not having any transaction in the last three years. 2) To review age-wise analysis of debit balances of customers and action taken for balances for a period of more than three years |

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| Scope of the Internal Audit-Outsourced | | | | |
|--|---|-------------|--------------------------|---|
| Sr. no | Areas | Periodicity | Extent | Reporting requirement with specific emphasis on following issues |
| 6 | Verification of debit and credit advices | Monthly | 100% | To report on correctness of all such advices and their relevant accounting and ultimate realisation/liquidation. |
| 7 | Inter unit transfer of Finished Goods/Intermediary product for further processing | Monthly | 100% | 1) Leviability of taxes thereon with correct application of accounting norms in this regard. 2) Transfer price application 3) Reporting with/without notional profit |
| 8 | Status of sales tax, Entry tax, ED cases | Half yearly | 100% | To report on all such pending cases alongwith provisions/disclosure as contingent liability relating thereto. |
| C Purchases | | | | |
| 1 | Purchase orders (Pos) | Monthly | 100% Post Audit exercise | Scrutiny of all Pos with specific reference to the following: 1) Compliance of purchase procedure and DoP of the company. 2) Budget provision and accounting aspects. 3) Relevant Purchase advances with or without valid BG and their subsequent adjustments during the tenure of contract/execution of supply, as the case may be. 4) Other relevant issues thereto. |
| 2 | Purchases Journal (PJ) | Monthly | 100% | with reference to purchase orders receipt voucher and inspection reports |
| 3 | VAT Returns | Quarterly | 100% | 1) To submit report whether Unit has availed admissible credit and filed necessary returns on time under the Act and retaining documents for VAT audit. 2) Other applicable taxes as applicable during the |
| 4 | Verification of Entry Tax returns (Wherever applicable) | Quarterly | | To submit report whether Unit has availed admissible credit and filed necessary returns under the Act and retaining documents for Entry Tax Audit |
| 5 | Sundry creditors ledger | Quarterly | 100% | 1) Review and indicate list of parties not having any transaction in the last three years along with age wise analysis 2) Outstanding debit balances for more than 2 years along with action taken taken report by the unit concerned. |
| 6 | Review of purchase advances | Quarterly | 100% | 1) Age-wise advances 2) Coverage by BG or otherwise 3) Recovery/adjustment as per schedule of payment . |
| 7 | Confirmation of balances | Yearly | | Review and report |
| D Establishment | | | | |
| 1 | Pay rolls | Quarterly | 100% | To be checked with last pay sheet, increments, attendance time cards etc. |
| 2 | Leave records | Yearly | 100% | To be checked as per the extant rules of the company |
| 3 | Unpaid wages registers and other establishment records / registers. | Half yearly | 100% | |
| 4 | Recovery of TDS from employees including perquisite valuation. | Monthly | 100% | To be checked as per Income-tax act |
| 5 | Recovery of loans from employees | Monthly | 100% | Recovered in terms of the guidelines/extant rule of the company. |

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|----------|--|--|--------|---|
| | Areas | Periodicity | Extent | Reporting requirement with specific emphasis on following issues |
| 6 | Verification of LTC encashment and availed | As & when occurred | 100% | To be checked as per the extant rules of the company |
| 7 | Medical claims | As & when occurred | 100% | Any three randomly selected months during the year. |
| 8 | TA Claims | As & when occurred | 25% | To be checked as per the extant rules of the company |
| 9 | Verification of leave encashment | As & when occurred | 100% | To be checked as per the extant rules of the company |
| 10 | House building advances | As & when occurred | 100% | To ensure that necessary hypothecation is done |
| E | Journal | | | |
| 1 | Journal vouchers | Monthly | 100% | To be checked as per the accounting policy of the company and applicable GAAP with all necessary supporting documents |
| 2 | Ledger and sub ledger scrutiny | Monthly | 100% | 1) In addition to offering your comments on various schedules specific attention is drawn on deposits made by the Unit and availability of documents in support and yearly confirmation from the agencies to be reported. 2) Action taken on recovery of the amount due to the company. |
| F | Stores | | | |
| 1 | Verification of posting of Receipt vouchers (SRV/RV) and Issue Vouchers (IV) in bin card | Quarterly | 100% | Compliance of valuation norm in line with the policy of company. |
| 2 | Scrutiny of non-moving items of stores. | Yearly | 100% | 1) Detail report explaining causes leading for accumulation of non-moving stores in the previous year to be submitted by September. 2) Further consumption from this. |
| 3 | Check of receipt voucher pricing (particularly of imported consignment) | Quarterly | 100% | Test check once in each quarter. |
| 4 | Verification of issue price of capital items | Quarterly | 100% | To verify and ensure that capital items are not issued at average price. |
| G | Works contracts including shipping contracts | | | |
| 1 | Work orders value not exceeding Rs.2 lakhs for production items and Rs.1 lakh for non-production items | Post audit | 100% | To list out purchase orders placed in violation of purchase procedure and DoP. |
| 2 | Final bill of all contracts | Pre-audit | 100% | |
| 3 | All civil works, electrical maintenance contracts, mechanical and other misc. contracts | Post payment audit Monthly | 100% | |
| 4 | All shipping contracts | Post payment audit | 100% | |
| 5 | Recovery and deposit of TDS and works tax etc. | To verify that taxes at source has been recovered as per the stipulated rate and deposited with the appropriate authorities on time. | | Any three months |
| H | Miscellaneous | | | |

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|--------|---|---|--------|--|--|
| | Areas | Periodicity | Extent | Reporting requirement with specific emphasis on following issues | |
| 1 | Excise audit (CENVAT) | Yearly | | To verify whether Unit maintains all necessary documents and records in support of CENVAT credit and whether such credit has been taken in terms of provisions of the Act. | 100% |
| 2 | Capital procurement including expansion programme | | | | To verify capital job value exceeding Rs.2.00 lakhs |
| 3 | Royalty | All permitted deductions are taken in to consideration in computation of royalty. | | | Review |
| 4 | Sales of scrap and discarded assets | Whether Unit is making necessary TDS and TCS on all the transaction | | | 100% |
| 5 | Guest house expenses | Monthly | | | Review and report |
| 6 | Deposit of statutory dues within stipulated time | | | | submit information in format used for tax audit purposes |
| 7 | List of assets discarded and held for disposal exceeding three years | | | | Report to be submitted |
| 8 | Items wise undisputed statutory dues outstanding for more than six months at the close of financial year | Quarterly | | | To cover in quarterly report |
| 9 | Item wise disputed statutory dues along with amount and forum where it is pending | Quarterly | | | To cover in quarterly report |
| 10 | Suspense account | Monthly | | | Review and report |
| 11 | Analysis of factory and administrative over heads | Quarterly | | | 15% of the transactions. |
| 12 | Feed back on capital expenditure | CAPEX exceeding Rs.25 lacs | | | Obtain feedback on actual exp. Vis-a-vis CBA as projected in Capital budget proposal |
| I | Final accounts : | | | | |
| 1 | Verification of schedules | | | To ensure that detail schedule is prepared by the Unit. | 100% |
| J | Physical Verification | | | | |
| 1 | Physical Verification of Fixed Assets | | | | Physical verification of FA at opening of FY by end of November & for additions during the year latest by 15th April |
| 2 | Physical verification of Stores and Spares | Yearly | | | |
| 3 | Physical Verification of Finished goods, Intermediates, Work-in-progress, DWUP/SMP output, raw sand purchased from Societies, HUP, output | Quarterly | | | 100% at the end of quarter |

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19. COMMERCIAL CONDITIONS

19.1. SECURITY DEPOSIT (SD):

- 19.1.1. 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.
- 19.1.2. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the work order.
- 19.1.3. 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.
1. 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.
- 19.1.4. **The successful bidder shall also furnish additional SD amount of 5 % of the total contract value along with the SD amount mentioned in clause no: 19.1.1, In case the quoted rate of the successful bidder is 10 % lesser than the estimated cost of the instant tender.**

19.2. PAYMENT TERMS

- 19.2.1. 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 Chavara. 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.
- 19.2.2. Payment to the contractor shall be made through electronic fund transfer mode only.
- 19.2.3. For facilitating e payment, you have to provide
- 19.2.3.1. Beneficiary name
- 19.2.3.2. Account number
- 19.2.3.3. Name of the bank
- 19.2.3.4. IFSC
- 19.2.3.5. Nature of account (Saving/ Current/ CC/ OD)
- 19.2.3.6. Branch code
- 19.2.4. All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- 19.2.5. No advance payment will be made by IREL
- 19.2.6. **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.

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INDIAN RARE EARTHS LIMITED
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(A Government of India Undertaking)

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19.3. DELIVERY PERIOD/PERIOD OF CONTRACT:

- 19.3.1. The period of contract shall be one year i.e. financial year 2017-18. 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.
- 19.3.2. IREL reserves the right to cancel the contract by issuing one week notice in advance.

19.4. SUBMISSION OF INVOICES

The contractor shall submit the invoice as per approved format prescribed under relevant acts and rules containing information like Central Excise Registration No/ECC No/Service tax registration number / TIN No and Central Sales Tax Registration No and precisely showing the split up rates and amount with regard to applicability of taxes and duties.

19.5. AGREEMENT:

The successful tenderer will have to execute an agreement within **15** days of receipt of order for the due fulfilment of the contract on a stamp paper of **Rs.200.00** (Rupees **Two** hundred only). If the successful tenderer fails to execute the agreement/ order the Earnest Money deposited by him will stand forfeited to IREL.

19.6. WARRANTY/GUARANTEE

The bidder shall give warranty towards satisfactory performance of the equipment/ plant/ machinery/ system/item repaired/ installed by you against defective material and poor workmanship for a period of 12 months from the date of completion when a certificate to the effect will be issued by the company to the bidder. Bidder shall provide warranty/ guarantee certificate

19.7. PERFORMANCE BANK GUARANTEE :-

- 19.7.1. A guarantee for the desired performance of the repaired/ installed item shall be furnished by way of bank guarantee in the prescribed format from a Nationalized/Scheduled bank for an amount equivalent to 10% of the total value of the contract. The BG shall be valid for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever occurs first. The payment of the balance amount in respect of the contract would be released only on receipt of such a bank guarantee.
- 19.7.2. In case of any defects or other faults due to faulty materials or poor workmanship which may appear during the above period shall be attended by the contractor within 15 days of notification of such defect at their own cost and rectified within reasonable time period. If it is not done so, IREL has the option to get such defects rectified through a third party at the contractor's risk and cost and under such instances the performance BG will be invoked without further notice.

19.8. TENDER SUBMISSION:

The Tender shall be submitted as per the following:

- 19.8.1. **TECHNO COMMERCIAL BID:** All the tender terms to be agreed as per the requirement in **tenderer's response**
- 19.8.2. **PRICE BID:** shall contain only the **Price**
- 19.8.3. The rates offered is inclusive of all taxes duties, incidental expenses at site, etc, Except service tax. Service tax to the extent of service provider's liability shall be reimbursed on submission of documentary evidence.
- 19.8.4. Rate quoted in the tender shall be firm. No enhancement of the price will be entertained during the tenure of the contract under any circumstance
- 19.8.5. The Tenderer shall fill up the appropriate price Schedule.

19.9. PRICE QUOTATION IN TENDERS.

- 19.9.1. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from

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someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

19.9.2. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

19.10. INDEMNITY BOND: The contractor shall execute an Indemnity bond signed by 'Notary public' for Rs. for the value of the that may be delivered to the contractor foroverhauling within days from the date of receipt of Work order.

19.11. VALIDITY OF BID:

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.

19.12. 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

19.13. AMENDMENTS

- a) 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.
- b) 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.
- c) **Any corrigendum/extension to above shall be hosted in websites only.**

19.14. EVALUATION

19.14.1. Evaluation will be done "overall Lowest " on the basis of Price offered as per **clause No.20**

19.14.2. The qualified lowest bidder as above will be considered for placement of order.

19.14.3. All the bids shall be evaluated based on the term & conditions of this tender to shortlist the qualified bidders. M/s IREL shall consider placement of order on the qualified bidder, whose offer shall be lowest i.e. sl.no.1 of the 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 FY2015-16 (ii) Length of experience of the firm

19.15. AWARD OF CONTRACT:

Order will be awarded to technically and commercially qualified bidder with lowest price on total event basis.

For Indian Rare Earths Limited,

DGM(Commercial)

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20. Price schedule

Internal Auditor for the financial year 2017-18

| Sl. No | Particulars | Amount (Rs)in figures |
|--------|--|-----------------------|
| 1 | Annual fee of Internal Audit works (As per the Scope of Tender in Annesure-1) | a |

The rate offered is inclusive of all taxes, duties, incidental expenses at site etc. excluding service tax. Service tax to the extent of service provider's liability shall be reimbursed on submission of documentary evidence.

Evaluation: - Evaluation of the offer shall be made on overall L1 basis

DECLARATION:-

I/ We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.

2.I/We have studied the site requirements and held discussions with all concerned and the rate quoted is after taking into consideration all such costs.

Signature of Tenderer

Name & Full address:

Place :

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21. CHECK LIST FOR DOCUMENTS AND RELATED DETAILS TO BE SUBMITTED FOR QUALIFYING EXPERIENCE AND FINANCIAL CRITERIA OF THE TENDER.

| Sl.no | Description | Details |
|-------|--|---------|
| 1 | Copy of Firm Registration Certificate (FRC) issued by The Institute of Chartered Accountants of India or The Institute of Cost Accountants of India and, Copy of certificate of practice of all the partners/members of firm | |
| 2 | Copy of order received from clients in this regard and, Self certificate towards conducting the same either in progress or concluded. | |
| 3 | FRC issued by respective institute as referred in Sl No.1 | |
| 4 | Copy of order received from clients in this regard and Self certificate with details on the subject to that effect. | |
| 5 | Copy of financial statements for financial year 15-16 in support of gross receipts duly certified by practicing chartered accountant | |
| 6 | Self Certificate regarding Related parties | |

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22. TENDERER'S RESPONSE

| Sl.No | DESCRIPTION | Response |
|-------|---|--------------------|
| 1 | Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable. | AGREE |
| 2 | The submitted NSIC/MSME certificate include the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Others category | AGREE WITH REMARKS |
| 3 | The bidder shall be qualifying as per the "Qualification criteria of bidders" as per the SCHEDULE OF TENDER (SOT) of this tender | AGREE |
| 4 | <p>1. Bidders are hereby notified that clarifications shall be sought only on submitted documentary proof against the qualification criteria of this tender if required after opening of this tender.</p> <p>2. Bidders are hereby notified that no resubmission of documentary proof against the qualification criteria of this tender shall be sought after opening of this tender.</p> <p>3. Submission of offer without above mentioned documentary proofs shall be considered as unresponsive and hence it shall be summarily rejected without any notice.</p> <p>4. Bidder/their authorized representative shall be present at the time of Techno Commercial bid opening and shall sign the list of documents which are available in MSTC portal and there after no dispute with respect to non availability of submitted documents in MSTC portal will be admitted</p> <p>5. If the bidder/their authorized representative are not present during the time of Techno Commercial bid opening, their claim of non availability of submitted documents while submission of bid before due date of opening in MSTC portal will not be admitted.</p> <p>6. The list of documents available in the MSTC portal to qualify the tender criteria shall be final and tender evaluation shall be made only based on the list available in MSTC portal</p> <p>7. Related party should not quote for the tender separately. If it is notice 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.</p> | AGREE |
| 5 | The offer submitted is as per the "SPECIAL CONDITIONS OF THE CONTRACT" mentioned in tender. | AGREE WITH REMARKS |
| 6 | The entire tender terms and conditions has been accepted | AGREE |
| 7 | <p>Self attested Scanned copy of certificate showing that bidders are PSU/State Govt. undertaking or NSIC/MSME with current and valid registration with central or state government has been uploaded for Tender cost / EMD exemption (if applicable).</p> <p style="text-align: center;">Or</p> <p>Signed and scanned copy of duly filled Declaration containing details of Tender cost and EMD amount payment has been uploaded</p> | AGREE |