



3/3/21
AM(C&F Velly)

आईआरईएल (इंडिया) लिमिटेड
IREL (INDIA) LIMITED
(पूर्व में इंडियन ररर अर्थ्स लिमिटेड)
(Formerly INDIAN RARE EARTHS LIMITED)
(भारत सरकार का उपक्रम / A Govt. of India Undertaking)
मणवालकरिचि MANAVALAKURICHI - 629 252
कन्याकुमारी जिला/ Kanyakumari District, तमिलनाडु/ Tamil Nadu
फोन/ Phone : (04651) 237255-257, फैक्स / Fax : (04651) 237220
ई-मेल / e-mail : irelmlk@dataone.in Website : <http://irel.co.in>
An ISO 9001, ISO 14001, OHSAS 18001 Certified Unit
CIN : U15100MH1950GOI008187

NOTICE INVITING TENDER (NIT)

By Registered Post

Sealed offers are invited by IREL (INDIA) LIMITED, Manavalakurichi from registered vendors with superscription on the envelope with name of work, tender number and senders name and detailed address .

ISSUED FOR BIDDING
For IREL (INDIA) LIMITED

HOD(Purchase)

Tender No : MK/PS1-11/LT138/2021 Date 03-03-2021

M/s. PUBLIC HOSTING

Last date & Time of Submission 18-03-2021 14:00 Hrs

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Date of Opening 18-03-2021 14:30 Hrs

1. Description of Work

OUTSOURCING OF PREPARATION AND FILING OF GST RETURNS FOR FINANCIAL YEAR 2021-22

2. Estimate Value of Contract :

Rs. 105,600.00

3. Completion Period

As per Annexure III

4. Payment Terms

As per Annexure III

5. Enclosure to the tender

GCoC with Ethics and Undertaking - Annexure-I
Pre-Qualification Criteria - Annexure-II
Scope of work - Annexure- III
Price Schedule - Annexure- IV

6. Late tenders are liable to be rejected. Offers by way of fax/email are not acceptable.
7. Tenders will be opened on the date & time noted above in the presence of the tenderers who may choose to be present.
8. Tender forms are NOT TRANSFERABLE.
9. Every page of the tender form should be signed by the tenderer with date. Unsigned tenders are liable to be rejected.
10. Tenderer shall produce a copy of GST Registration certificate and PAN along with offer.
11. Tenderer shall indicate whether it is a micro/small enterprise and if so, submit copy of registration certificate.
12. Tenderer shall fill up the Undertaking attach in annexure I and submit along with offer.
13. Offers received after the due date and time shall be rejected.
14. Offers received in open condition shall be rejected.
15. Validity of offer should be for a minimum period of 45days.

Note:-1. Submit Technical bid in one sealed envelope superscribing as "Technical bid" and Price Bid in another sealed envelope, superscribing as 'Price Bid'. Both the envelopes should be kept in one envelope superscribing the Tender No, Due date and Description of work. 2. Overall lowest will be considered for evaluation.

QF/PR/06 Dt.19/08/2002

General terms and conditions

General- Bidder should read the terms and conditions before submission of offer.

1. Submission of Offer: Quotation should be submitted in sealed envelope superscribing the Tender/enquiry no, due date of opening, name and address of the Tenderer and vendor registration number else the quotation shall be liable for rejection. Separate sealed envelope should be submitted for different tenders or else the quotation would be rejected. Also it is to be ensured by the tenderer that offer is submitted before the due date and time. The tendered rates and amount shall be preferably type written / in ink and in English both in figures and in words. In case of any discrepancy between rates and amounts, only the rate will govern. In the case of discrepancy between the figures and words, only the words will govern. All alterations and corrections shall be date initialed and dated by the tenderer. No erasers or over writings are permissible

2. Special direction to bidders:

- a) Bidders must fill up the deviation statement, in case of any deviation from the terms and conditions, else mention NIL with signature and date.
- b) Bidders must fill up the Undertaking attached in tender and submit along with quotation.
- c) Bidder must sign all the pages of the tender document with date and seal and submit along with quotation.

3. Rejection of offers: The tenders shall be liable for rejection in case of following:

- a. If the offers are received after the due date & time.
- b. If the offers are received in open condition
- c. If the offers deviate from our tender conditions as specified above.
- d. Non compliance of "Special direction to bidders"

4. Validity of Offer

Offers submitted by the tenderer should remain valid for a minimum period of 45 days from the due date of tender. Offers shall be liable for rejection if the validity of offer is less than the minimum period specified.

5. Contract

~~The successful Contractor will have to execute an agreement for the due fulfillment of the contract within 30 days of WO date or as specified in the order. A stamp paper worth Rs.100/- (Rupees One Hundred only) is to be produced for executing the agreement.~~

~~If the successful tenderer fails to execute the agreement as stated above within the time specified in the Work Order, the earnest money deposited by him will stand forfeited to the Company and the contract for the work will be retendered at the defaulter's risk and loss incurred by the Company on account of such retender shall be liable to be recovered from the defaulter who will, however, not be entitled to any gain to the Company by such retender shall be liable to be recovered from the defaulter who will, however, not be entitled to any gain to the Company by such retender~~

6. 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 edition or revision of the relevant Indian Standards and Codes shall be considered.

7. Scope of Order and Specifications

Contractor shall supply the material or execute the work according to the specifications and schedule/scope of work 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 (India) Limited.

8. 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.

9. **Security Deposit**(For works above ₹50,000): The successful Contractor shall furnish a Security Deposit(SD) amounting 3% of the total value of the contract through NEFT/RTGS to IREL (India) Limited (bank details of IREL (India) Limited is as per Annex-I) or an unconditional and irrevocable Bank Guarantee (as per Annex-II) within 21 days of date of issue of order to Purchase department.

In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor.

- ~~10. **Retention money** In contract where payment is made on progressive billing of work executed, 5% of the bill value shall be retained at the time of making payment towards rectification/defective work made as retention money.~~

- ~~11. **Security deposit (SD) and retention money** The total SD and retention money together towards performance guarantee shall not exceed 10% of the contract value.~~

12. Refund of SD & Retention money-

A no objection certificate shall be issued by EIC/OIC on completion of the job subject to condition that no amounts are recoverable from the contractor under the contract.

EIC/OIC shall recommend release of SD and Retention money after compliance by contractor towards performance guarantee & other related clauses as stipulated in the WO and on submission of formal claim by contractor.

SD and Retention money shall not bear any interest.

13. **Forfeiture of SD** - The SD shall stand forfeited in favour of IREL (India) Limited, without any further notice to the contractor in the following circumstances-

12.1 In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended period of contract, where notice is given and time for rectification allowed.

12.2. If the contractor indulge at any time in any subletting/sub-contracting of the portion of work without approval of IREL (India) Limited.

14. Assignment and Subletting

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.

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

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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.

15.Prices

Unless otherwise agreed to specifically in order, the price payable by IREL (India) Limited 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 Pricebid and the Bidder quoted for all items as per Price bid format will only be considered.

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

16.Declaration of UAM Number by MSE bidders is mandatory, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order 2012Correspondence

All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

17.Taxes, duties & levies

Bidders must clearly mention their GSTIN number in the offers and invoices, IGST, CGST & SGST rates shall be clearly mentioned in the offer indicating the applicable rates in order to enable IREL to avail tax benefits, the contractor shall ensure submission of GSTIN Tax invoice as per the prescribed formats by the statutory authorities.

Successful tenderer shall remit the tax collected within the stipulated period to the government and file the return.

Contractors GST Compliance rating will also be considered as one of the parameter during vendor evaluation

Income Tax and other Taxes will be deducted at source, if applicable as per rule.

Any Change in taxation during the tenure of contract, will be as per applicable statute.

18.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.~~

19.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.

20. Employee's safety and compliance of rules, etc.

It shall be the sole responsibility of the Contractor for the safety and welfare of all the erection crew/workers at site and they shall abide by the rules and regulations of the Company regarding working, etc. The contractor shall comply with all statutory provisions under Mines Act, Atomic Energy Act, Industrial Disputes Act, Contract Abolition Act, Employee Compensation Act, Minimum Wages Act and the respective rules made there under in all matters connected within their services, safety, etc. and absolve the Company fully from any or all claims/disputes/ damages, etc.

The contractor shall ensure that all his employees working within IREL (India) Limited premises/mine posses valid Vocational Training Certificates issued under Mines vocational Training Rules 1966. Persons not possessing valid vocational training certificates has to undergo Vocational Training at IREL (India) Limited, MK 's VT centre and shall be allowed only after completion of VT duly certified by VTO,MK. Period of training shall depend upon the nature of job and shall be as decided by VTO.

The Contractor should strictly follow the safety procedures detailed in the AERB Safety Guide for works contracts.

The successful Contractor shall furnish in advance, a list of manpower employed by them daily to the Company authorities and shall keep a register for this purpose. The Contractor should abide by all Safety and security regulations of the Company and provide personal protective equipments to the employees. All safety precautions are to be taken before commencing the work. The contractor shall start the daily work after obtaining Safety permit from the company and should strictly follow the instruction of safety permit.

"Safety belts with double lanyard only are to be used for work at height"

The Contractor should (a) obtain Code Nos./Account Nos. for the Workmen's Provident Fund from R.P.F.C., (b) effect recovery of Provident Fund contribution of the workmen (c) make arrangement for crediting employer's contribution and (d) maintain Workmen Provident Fund Accounts through R.P.F.C. as required.

The contractor shall ensure that he shall comply with all statutory Act and Rules governing labour engagement which includes inter-alia EPF & Misc. Provisions Act 1952, Payment of Wages Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Contractor Labour (Regulation & Abolition) Act, 1970, Mines Act 1952, Employee's Compensation Act, 1923, Payment of Gratuity Act 1972 etc. and shall indemnify the Company from all losses arising out of non-compliance of the statutory Act and Rule by the contractor.

The Contractor should produce all the records pertaining to the above along with the final bill for verification by the Company.

21. 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.

IREL shall have the right to instruct the contractor to recall his personnel in case of unsatisfactory behavior. The Contractor shall undertake the work strictly as directed by IREL (India) Limited officials.

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22. 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

23. Secrecy-

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.

24. 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.

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

26. Method of black listing vendors

- a. Any failure to supply/execute the contract as per order shall be considered for black listing vendors name from approved list of vendors. 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.
- b. 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.
- c. Further, the vendor shall be banned from doing any business with the company in case of:
 - (a). If security considerations including question of loyalty to the state so warrant .
 - (b). 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 .
 - (c) 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.

27. Basis of Evaluation: Unless provided for otherwise; bids shall be evaluated to arrive at L1 (Lowest) status considering the landed cost net of GSTIN credit / loading as the case may be for placement of order among those bidders whose offers are techno-commercially acceptable to IREL (India) Limited.

28. Liquidated Damages

For delays attributable to the Contractor for delays in execution of contract liquidated damages (LD) shall be levied at the rate of 0.5% per week or part thereof on the value of unfinished work for each week of delay subject to a maximum of 5% of the total contract value.

However if separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD shall be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

Wherever the work is on turnkey or having bearing in commissioning and performance of the system in total, LD shall be imposed on the total value of the contract.

29. **Force Majeure:** Force majeure is an event beyond the control of contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding.

If there is delay in performance or other failures by the contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL (India) Limited may at its option terminate the contract without any financial repercussion on either side.

30. 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 authorized 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.

31. Legal Capacity

The tenderer shall satisfy the Purchaser that he is competent and authorized to submit the tender and/or to enter into a legally binding contract with the Purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him, is legally binding upon himself, his firm or Company, as the case may be.

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32. Jurisdiction

The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

The contract shall be deemed to have been entered into in MANAVALAKURICHI and all cases of action in relation to the contract will thereof be deemed to have arisen within the jurisdiction of Civil Court of NAGERCOIL / THUCKALAY.

33. Police Verification Certificate

The successful contractor is responsible to produce recent Police Verification Certificate (PVC) for himself and all contract workmen to be engaged in IREL (India) Limited, prior to commencement of work and PVCs are to be submitted to Security-in-Charge without fail. Non submission of PVCs would entitle disqualification of contractor from entering in IREL premises.

34. 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 (India) Limited 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.

35. CANCELLATION

IREL reserves the right to cancel the Purchase/work/service/consultancy Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to successful tenderer if;

- Successful tenderer fails to comply with the terms of the purchase/work/service/consultancy order.
- ✓ • Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- Successful tenderer becomes bankrupt or goes into liquidation.
- Successful tenderer make a general assignment for the benefit of creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase/work/service/consultancy order and matters connected with it. IREL in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

36. GENERAL INFORMATION OF PLANT SITE - MANAVALAKURICHI

1. Location : IREL (India) Limited
2. Works Terrain : Sandy Plain Terrain
3. Climatic Conditions : The climatic conditions pertaining to the plant site are generally as indicated below :
 - Maximum of mean daily temperature : 35°C Minimum of mean daily temperature: 20°C
 - Relative humidity maximum : 95%
 - Relative humidity minimum : 90%
 - Maximum mean monthly wind velocity : 60 KMPH
 - Maximum wind velocity between 40 KMPH... / .60 KMPH
4. Susceptibility to Earthquake ZONE III
5. Railways:
 - The Broad gauge line of Southern Railway connecting Chennai and Cape Comorin passes at a distance of 20km from the boundary of the plant site. The major Railway stations are (i) Nagercoil at a distance of about 20 km and (ii) Eraniel at, a distance about 13 km.
6. Sea Ports: The nearest seaport Tuticorin is approximately 160 km by road.
7. Airport:
 - The nearest airport is at Thiruvananthapuram at a distance of 67 km by road. From Thiruvananthapuram flights are available to all major towns of India.
8. Communications:
 - Postal and Telephone facilities are available at Post : Manavalakurichi
 - Telephone: (04651) 237255 to 237257 Fax : 04651 - 237220
 - E-mail : purchase-mk@irel.co.in
 - Website : www.irel.co.in

The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility to satisfy himself of the site condition and sufficiency of the tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

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37.ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

IREL (India) Limited a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in 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 & MD IREL (India) Limited., 1207, VS Marg, Prabhadevi Mumbai – 400 028. Ph. 022-24225778 Email: cmd@irel.co.in	Chief Vigilance officer IREL (India) Limited., 1207, VS Marg, Prabhadevi Mumbai – 400 028 Ph. +91 22 2422 0613, +91 22 24221068 Email: cvo@irel.co.in
General Manager & Head, MK IREL (India) Limited., Manavalakurichi Ph: 04651 237255 – 257 Email : head.mk@irel.co.in	
We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company	
Thanking you,	
sd/- General Manager & Head, MK	

38.UNDER TAKING

Date:

To,
M/s. IREL (India) Limited.,
Manavalakurichi.

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

I/We agree and undertake:

- (i) Not to provide any gift and/or inducement to any employee of the Company in connection with securing/being granted favour (s) in my/our dealings with the Company and its field Unit namely MK unit at Tamil Nadu.
- (ii) To immediately report any gift and/or inducement sought by any employee of the company in exchange of the Company and/or its field Units granting favour (s) to me/us in my/our dealings with the Company and/or its field Units.

Signature:.....

...

Name:.....

....

Title:.....

....

Name of the Company & Address (with
Seal):.....

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39.DEVIATIONS

1. All deviations are to be mentioned in the prescribed format (Table-I) clearly bringing out the clause under which deviation is sought and reasons for deviation along with suggested alternative wherever the bidder is not in agreement with stipulated terms, conditions and technical requirement specified in tender enquiry.
2. The deviation will be evaluated based on merit in order to bring all the offers at par before opening the price bid.
3. IREL (India) Limited may accept / waive any infirmity or non conformity or irregularity in the bid which does not constitute the material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Table-1

Bidder shall provide details of its list of deviations in Table – 1, subject to the permissibility of respective clauses, sections or articles for seeking exceptions / deviations.

Deviation Sl.No.	page Sl.no. or enclosure ref. of the tender enquiry	Clause number for which the deviation is sought	Brief text description of the clause	Reasons for deviation	Suggested alternative

Note: Bidder shall list all the deviations according to the above format only. Bidder may stipulate exceptions and deviations to Bidding Document, if considered unavoidable.

Any exceptions / deviations brought out elsewhere in the bid shall not be considered.

Pre-qualification Criteria

- A. Qualified Chartered Accountant/Cost Accountant must be available for advising and supervising the activities carried out by your firm for the company.
- B. Firm should have experience of one year related to preparation and filling of GST returns in a Public Sector Enterprises having a minimum turnover of Rs. 100 Crore. You shall submit a copy of Financial Statement and Work Order for verification of this clause with tender documents.

Offers from vendors defaulted to IREL (India) Limited, Manavalakurichi during last one years will not be considered.

Pre-qualification Criteria can be relaxed for MSEs and startup companies subject to meeting quality and technical specification. Party has to submit necessary documents for the same.

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Scope of Work

1) GST Related Work Includes;

- A. To Analyze and advice the company about various update by GST council ,Reports, Forms, Returns or any other GST related document for uploading to Government portal.
- B. To provide the company – clarification on any GST related query arising out of day to day work as relevant to IREL (India) Limited .
- C. To file all type of GST return and GST-TDS return include monthly/quarterly/ Yearly or any other applicable to IREL (India) Limited from time to time.(eg.GSTR-1, 3B, 7, 9, 9C.....etc)
- D. To collect all types of input data from our books of accounts/other records to facilitate filing of all GST returns and compliances.
- E. To collect the data from our books and prepare a register related to GST input tax credit (ITC) and also reconcile with the financial ledgers.
- F. Perform all reconciliation jobs pertains to ITC with GSTR-2A, verify the records and bills to confirm the correctness of ITC utilization and carry out matching claim, reclaim and refund of ITC in time and also provide the statement required by company.
- G. Prepare and reconcile the GST Electronic ledgers with the financial ledgers of the company every month.
- H. Preparation of all kinds of GST Vouchers and Schedules required by Company.
- I. Preparation of GST invoices for supply of miscellaneous items.
- J. Conduct GST audits to complete the company to face the statutory audits.

2) Special Conditions of Contract

- A. The Contractor shall depute sufficient number of competent staff for carrying out the scope of work at your own cost.
- B. The Contractor shall file the monthly/quarterly/yearly returns as per GST Act/rules within the due date & time.
- C. The Contractor shall be in constant touch with the Head of Finance Department for smooth conduct of work.
- D. Secrecy should be maintained about information made available during the course of carrying out the work and shall be used only for the purpose or bona fide work relating to scope specified by the company and not for any other purpose . The outsourced firm shall not divulge the information made available by the Company or otherwise acquired during the course of audit to any other agency.
- E. Interest or penalties on late filing of GST returns will be deducted from contractor's bills.
- F. The deputed staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
- G. We shall not take responsibility for any untoward incidents accident caused to the contractor's personnel due to their negligence. (However we shall extend all first aid facilities available at our dispensary if required.)

3) Period of Contract

The period of contract will be for financial year 2021-22. Contract may be extended for two more financial years with same rate, terms and conditions.

4) Penalty;

In case the contracting agency fails to comply with any statutory / taxation liability under appropriate law and as a result thereof this office is put to any loss obligation monetary or otherwise. The office will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.

5) Payment Terms

- A. Payment will be made on pro-rata basis in a month.
- B. Payment will be made within 30 days of certification of contractor's bill by officer-in-charge.
- C. The final bill completed in all respect should be submitted by the contractor within a period of one month from the date of completion of work.
- D. After completion of work all deposits will be released along with final bill.
- E. All payment is subject to deduction of tax at source as applicable under TDS and GST.
- F. Our GSTIN 33AAACI2799F1ZL and SAC code of service shall be mentioned in the bills.
- G. All payment will be done only through e-payment. Hence you have to provide your name, Account number, Name of bank, nature of account (Saving/Current/CC/OD), IFSC, Branch code along with invoice.

10/3/24

ANNEXURE IV

PRICE SCHEDULE

Sl. No.	Details	Unit	Qty	Rate Per Month (Rs.P.)	Value (Rs.P)
1.	Preparation and filing of GST return as per scope of work.	Months	12		
	GST @%				
	Total				

Declaration

I/We _____ (name) have read & fully satisfied myself/ourselves of the condition set-forth under this tender and accept responsibility to carry out the work at the rate indicated above.

Place:

Date:

Signature of the tenderer

Full address:

Signature of the Tenderer

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