

1. Tender Specification including declaration



Out Sourcing of GST and TDS Compliances

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3. ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

IREL (India) Ltd 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 IREL(India)Ltd, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24225778 Email: cmd@irel.gov.in	Chief Vigilance Officer IREL(India)Ltd, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24221068 Email: cvo@irel.gov.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,

For IREL(India) Ltd

DGM (COMMERCIAL)

4. UNDERTAKING

Date:

To
M/S IREL(India)Ltd,
CHAVARA.

I/we am/are a Vendor/Customer of IREL(India)Ltd (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):

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:

6. INVITATION TO TENDER

- 6.1 IREL(India)Ltd, a Govt. of India Undertaking under the administrative control of Department of Atomic Energy, Govt. of India, herein after referred to as "IREL(I)L" invites tenders from experienced contractors for the subject work as detailed in this tender form.
- 6.2 The copy of tender in sealed envelope shall be addressed to DGM (Commercial), IREL(India)Ltd, Chavara Plant, Chavara-691 583, Kollam District, Kerala, super scribing the tender number, name of the work and due date, either dispatched by REGD POST so as to reach before due date and time for submission of bid or dropped into the tender box kept in our office on or before the above date and time.
- 6.3 Tenderers can also use tender forms downloaded from the website <https://eprocure.gov.in/cppp/or irel.co.in> for submission of offers. In this case the applicable cost of tender form by way of DD shall invariably be enclosed along with the bid. Otherwise the offer is liable for rejection. MSMEs are exempted from payment of tender cost subject to submission of copy of their valid registration certificate.
- 6.4 Amendments, if any, in terms and conditions will be notified only through the web site. Tenderers are advised to visit our web site regularly to update themselves of modifications, if any, to the tender conditions or other terms. IREL will be absolved from all responsibilities arising out of non-fulfilment of the above by the tenderer.
- 6.5 Tenders shall be submitted in **one large sealed envelope** with the name of work, tender number, name of the bidder and due date of opening of the bids super scribed on the envelope. This large envelope shall contain two suitable envelopes as follows.
 1. One envelope shall contain eligibility document meeting the pre-qualification criteria
 2. The second envelope shall contain the techno- Commercial cum Price bid.
- 6.6 The bid will be opened at the due date and time specified in the tender at the Administrative Block of IREL(I)L, Chavara in the presence of the tenderers or their authorized representatives, if any, present at the time of opening of bids.
- 6.7 If the dates stipulated for the sale of tender form, receipt of tender form or their opening falls on a holiday, they would be deemed to fall on the next working day
- 6.8 Unless otherwise specified by the bidder ,the prices quoted shall be assumed to be in Indian Rupees
- 6.9 While opening the tenders, the total quoted value of each tender only will be made known to the tenderers who are present at that time.
- 6.10 Firms, companies or body corporate submitting tender shall attach with the tender a duly certified copy of the authority of the person signing the tender to bind the firm, company or body corporate, as the case may be, for fulfilling the contractual obligations.
- 6.11 The company will not accept any responsibility for delay/loss or non-receipt of tender documents by post.
- 6.12 The tender form issued by this office shall accompany each offer. Every page of the tender form and drawings if any, attached should be signed by the tenderer and it would be deemed as an integral part of the contract document. The tender document is not transferable
- 6.13 It is suggested that the tenderer may visit the site and ascertain all conditions and information pertaining to the work, issues related to engagement of the local labour, if any, etc prior to the preparation of the tender in the best interest.
- 6.14 The tenderers shall study the specifications and satisfy themselves thoroughly regarding the workability and shall take full responsibility for satisfactory execution of the work.
- 6.15 The tenderer shall quote his rate only in the Tender Schedule attached to the tender as Price Schedule
- 6.16 The tendered rates shall be written in ink both in figures and words. In case the tendered rates are not written in both figures and words, the offer shall be summarily rejected. In case of discrepancy between figures and words (both in rate and amount), words only will govern. IN case of discrepancy between rate in words and amount in words ,rate in words only will govern.

7. GENERAL CONDITIONS OF CONTRACT

- 7.1. 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.
- 7.2. 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.

7.3. Definition of Terms

7.3.1. Purchaser/Company

The 'Purchaser/Company' shall mean IREL(I)Ltd, 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

7.3.2. 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.

7.3.3. 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.

7.3.4. 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.

7.3.5. Engineer / Engineer-in-Charge (EIC)

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

7.3.6. 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.

7.3.7. 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

7.3.8. 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.

7.3.9. HO/CO

The term "HO/CO" shall mean Head Office /Corporate Office,1207 Veer savarkar Marg, Prabhadevi, Mumbai-400028.

7.3.10. 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.

7.3.11. Contract

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

7.4. 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.

7.5. 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(I)L.

7.6. 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.

7.7. Assignment and Subletting

7.7.1. 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.

7.7.2. 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.

7.8. Prices

Unless otherwise agreed to specifically in order, the price payable by IREL(I)L 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(I)L is not responsible for remittance of such tax collections.

7.9. GST

Bidders must clearly mention their GST Registration. in their offers and invoices. indicating the applicable rates. In order to enable IREL(I)L to avail tax benefits like Input Tax Credit, the supplier shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL(I) GST Reg.No. (32AAACI2799F1ZN).

7.10. 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.

7.11. 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.

7.12. Correspondence

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

7.13. 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.

7.14. 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.

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.

7.15. 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.

7.16. Method of black listing vendors

7.16.1. 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.

7.16.2. 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.

7.16.3. 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.

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.

7.17. 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.

7.18. 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.

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

7.20. 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(I)L 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.

7.21. 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.

7.22. 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 PO (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(I)L (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 PO in full or part, IREL(I)L reserves the right to get the balance supply executed through other agency at the risk and cost of the seller.

7.23. 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.

7.24. JURISDICTION:

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

7.25. Benefits to MSE's:

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

- Issue of tender document free of cost
- Exemption from payment of Earnest Money Deposit
- Price preference up to 15% as per clause mentioned in commercial condition.
- Out of annual requirement of 25% procurement from MSEs, 5% is earmarked for MSE units owned by Schedule Caste/Schedule Tribe (SC/ST) entrepreneurs and 3% for women entrepreneurs. Tenderers are required to state clearly if they are SC/ST/women entrepreneurs.

The MSEs are required to submit valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or udyogAadhar Memorandum or any other body specified by ministry of MSME along with tender. Benefits available to MSEs will not be entertained for those MSEs who submits valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or UdyogAadhar Memorandum or any other body specified by ministry of MSME after opening of the bids. Any changes to the Public Procurement policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above have to exclusively mention if their offer is to be considered by IREL(I)L for grant of the MSME benefits.

Note: The above benefits to MSE bidders shall be provided to those MSE bidders who has submitted certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or udyogAadhar Memorandum or any other body specified by ministry of MSME and uploaded the same in CPP Portal (Central Public Procurement Portal) only

7.26. 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(I)L 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

7.27. **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.

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

7.29. In case of exigencies, IREL reserves right to release the **repeat order** with the same terms and conditions and at the rate agreed upon, after considering additional business.

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

8. Annexure-I of SCOC

Responsibilities Of The Contractor

Manpower Deployment: The Contractor will deploy sufficient number of experienced manpower for discharging the contractual obligation effectively.

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.

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.

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.

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.

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.

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.

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.

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.

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

Statutory Compliance Under Labour & Industrial Law:

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.

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.

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

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.

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.

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.

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.

The Employees' Compensation Act, 1923

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.

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

Adherence to Safety & Security Regulations

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.

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.

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.

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

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

9. Safety Provisions

9.1. GENERAL

- 9.1.1. For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 9.1.2. Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 9.1.3. Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 9.1.4. Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 9.1.5. All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. 6.The EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.
- 9.1.6. The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 9.1.7. First aid kits as advised by IREL(I)L Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 9.1.8. Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 9.1.9. All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL(I)L shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 9.1.10. Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

9.2. ELECTRICAL ENGINEERING ASPECTS

- 9.2.1. Adequate precautions shall be taken to prevent danger from electrical equipment .
- 9.2.2. Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 9.2.3. Fuses shall be removed when personnel are working on concerned circuits.
- 9.2.4. "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 9.2.5. All portable tools are supplied through ELCB
- 9.2.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 9.2.7. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 9.2.8. 8. "V- Belts shall not be used for any lifting purposes.
- 9.2.9. 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 9.2.10. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 9.2.11. No work shall be done on live electrical parts under rain or in wet clothes.

9.3. CIVIL ENGINEERING ASPECTS

- 9.3.1. Before any demolition work is commenced and also during the process of the work, all roads and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus shall remain electrically charged.
- 9.3.2. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion on flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 9.3.3. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 9.3.4. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 9.3.5. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eye shall be provided with protective goggles.

9.4. MECHANICAL ENGINEERING ASPECTS

- 9.4.1. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 9.4.2. Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.

आईआरईएल (इंडिया) लिमिटेड(भारतसरकारकाउपक्रम)

(पहले इंडियन रेअर अर्थ्स लिमिटेड)

IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited)

चवरा -691583, कोल्लमजिला, केरल/ CHAVARA - 691 583, KOLLAM DIST., KERALA

CIN No. U15100MH1950GOI008187

- 9.4.3. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 9.4.4. V- Belts shall not be used for any lifting purposes.
- 9.4.5. Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 9.4.6. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.
- 9.4.7. In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 9.4.8. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

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

आईआरईएल (इंडिया) लिमिटेड(भारतसरकारकाउपक्रम)
(पहले इंडियन रेअर अर्थ्स लिमिटेड)
IREL (India) Limited (A Government of India Undertaking)
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चवरा -691583, कोल्लमजिला, केरल/ CHAVARA - 691 583, KOLLAM DIST., KERALA
CIN No. U15100MH1950GOI008187

- 1) **Name of the Bank: State Bank of India, Chavara, Kollam.**
- 2) **Bank A/C No. 57013595003**
- 3) **IFSC Code: SBIN0070055**

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

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

आईआरईएल (इंडिया) लिमिटेड(भारतसरकारकाउपक्रम)

(पहले इंडियन रेअर अर्थ्स लिमिटेड)

IREL (India) Limited (A Government of India Undertaking)
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CIN No. U15100MH1950GOI008187

11. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL(India)Ltd, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL(I)L), 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(I)L 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(I)L 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(I)L by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL(I)L 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(I)L under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL(I)L 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(I)L 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(I)L or any indulgence by IREL(I)L 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(I)L in writing.

Dated the _____ day of _____ 20--

_____ Bank

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

Bank's Common seal
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

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 _____ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s IREL(India)Ltd, 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(I)L), 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(I)L 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(I)L 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(I)L 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 there under 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(I)L under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL(I)L 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 the amount will be paid by us to the IREL(I)L within three working days 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(I)L 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(I)L 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(I)L or any indulgence by IREL(I)L 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(I)L 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

14 REGISTRATION DETAILS

Name of the firm	
PF Reg. No	
PAN	
Micro Small Medium Enterprise Reg. No	
Whether the MSME belong to SC/ST category personnel	
GST Reg.No	

Note : - The contractor shall furnish

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

15 General Conditions

15.1 SECURITY DEPOSIT (SD):

- 15.1.1 The successful tenderer shall furnish a SD amounting to 5 % of the contract value by RTGS/NEFT in favour of IRE Ltd within 15 days of receipt of order.(for Bank details please refer clause 10 of the tender)
- 15.1.2 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IRE Ltd.
- 15.1.3 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.
- 15.1.4 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.
- 15.1.5 In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.
- 15.1.6 In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice.

15.2 PAYMENT TERMS

- 15.2.1 Payment to contractor on monthly pro rata basis within one month after submission of bills and after the work done is certified by Officer In-Charge.
- 15.2.2 The payment shall be released only after submission of required documents in proof of compliance to the requirements mentioned in Annexure- I of SCOC.
- 15.2.3 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.
- 15.2.4 Payments will be made through e-payment. For facilitating e-payment you have to provide
- 15.2.4.1 Beneficiary name
- 15.2.4.2 Account number
- 15.2.4.3 Name of the bank
- 15.2.4.4 IFSC
- 15.2.4.5 Nature of account (Saving/ Current/ CC/ OD)
- 15.2.4.6 Branch code

- 15.3 **SUBMISSION OF INVOICES** Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL(I)L GST Reg.No. (32AAACI2799F1ZN) so to enable IREL(I)L to avail Input Tax Credit.

15.4 TENDER SUBMISSION:

The Tender shall be submitted as per the Tender conditions:

- 15.4.1 **Pre Qualification Criteria** : As per the tender to be submitted in separate cover.
- 15.4.2 **Techno-commercial-cum price bid**: As per the tender to be submitted in separate cover
- 15.4.2.1 The rates offered will be excluding GST. GST at applicable rate will be paid extra as per the prevailing rules
- 15.4.2.2 Rate quoted in the tender should be firm.
- 15.4.3 The Tenderer shall fill up the appropriate price Schedule

- 15.5 **VALIDITY OF BID**:In the EVENT of Bidder withdrawing his Bid before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited.

15.6 ACCEPTANCE OF TENDER:

आईआरईएल (इंडिया) लिमिटेड(भारतसरकारकाउपक्रम)

(पहले इंडियन रेअर अर्थ्स लिमिटेड)

IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited)

चवरा -691583, कोल्लमजिला, केरल/ CHAVARA - 691 583, KOLLAM DIST., KERALA

CIN No. U15100MH1950GOI008187

IREL(I)L reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer

15.7 AMENDMENTS

- 15.7.1 At any time, prior to the last date for submission of tenders, **IREL(I)L reserves the right to amend and modify the tender document.**
- 15.7.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(I)L 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.

15.8 EVALUATION

Evaluation will be done on overall L1 basis based on the Price offered as per Price schedule

15.9 AWARD OF CONTRACT:

Order will be awarded to technically and commercially qualified bidder with lowest price **on overall L1 basis**

16. SCHEDULE OF TENDER (SOT)

SI No	Particulars	
16.1	Name of Work	Out Sourcing of GST and TDS work Compliances
16.2	Type of Tender	Public Tender (Single part)
16.3	Estimated Contract Value including Taxes	Rs.2,00,000/- (Excluding GST) Rs. 2,36,000/- (Including GST)
16.4	Tender No	IREL/CH/T No 159/19-20
16.5	Bid Submission	Tenders shall be submitted in one large sealed envelope with the name of work, tender number, name of the bidder and due date of opening of the bids super scribed on the envelope. This large envelope shall contain two suitable envelopes as follows. 1. One envelope shall contain eligibility document meeting the pre-qualification criteria 2. The second envelope shall contain the techno- Commercial cum Price bid.
16.6	View Tender Time	01.02.2020 at 17.00 Hrs
16.7	Start Bid date and Time	01.02.2020 at 18.00 Hrs
16.8	Close Bid date and Time	19.02.2020 at 14.30 Hrs
16.9	Date & time of opening of the Tender	19.02.2020 at 15.00 Hrs
16.10	Qualification criteria of bidders	1. The Firm must have at least one year experience of providing GST and TDS related Services in any reputed industries like PSU's and other limited company and two years' experience of indirect taxation experience in pre-GST and TDS regime which includes VAT, service tax, Excise etc. The bidder has to submit documentary evidence of qualification criteria along with tender documents. 2. All the GST returns will be filed within the office of IREL (India) Ltd., Chavara
16.11	Security Deposit	As per Clause 15.1
16.12	Payment terms	As per Clause 14.2
16.13	Period of contract	As per Clause 17.5
16.14	L.D	As per Clause 7.23
16.15	E-mail	The agency shall provide E-mail ID for communication for this tender.

For IREL(India) Ltd

DGM (COMMERCIAL)

17 SPECIAL CONDITIONS OF THE CONTRACT

Scope of the Work Includes:-

17.1) GST Related works.

- 17.1.1 To analyze and advice the company about various updations by GST Council, reports, Forms, Returns or any other GST related document for uploading to Government portal.
- 17.1.2 To provide the company- clarification on any GST related query arising out of day to day work as relevant to IREL.
- 17.1.3 To file all types of GST returns include monthly/quarterly/annually or any other applicable to IREL from time to time. (eg. GSTR-1,2,3,7,9,9C.....etc)
- 17.1.4 To collect all type of input data from our books of accounts/other records to facilitate filing of all GST returns and compliances.
- 17.1.5 Perform all reconciliation jobs pertains to ITC/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 provide the statements required by company..
- 17.1.6 To prepare the register related to GST inputs and advance register for GST on advance and daily stock accounts as and when applicable.
- 17.1.7 Reconcile the GST Electronic ledgers with the financial ledgers of the company every month.
- 17.1.8 Preparation of all kinds of GST Vouchers and Schedules required by Company.
- 17.1.9 Preparation of GST invoices for supply miscellaneous items.
- 17.1.10 Conduct GST audits for GST Compliance and to compete the company to face the statutory audits.

17.2) TDS/TCS related Work.

- 17.2.1 Collection of all kind of input data from finance department for filing TDS/TCS and deposit TDS/TCS Every month
- 17.2.2 Filing of all statutory Returns/ Revised returns of Tax Deducted at Source (TDS) / Tax collected at Source (TCS) deposited under Income Tax Act applicable to company every month & Challan generation.
- 17.2.3 You shall calculate interest and advice on demand & penalty etc related to Tax Deducted at Source (TDS) / Tax collected at Source (TCS) under Income Tax Act applicable to company.
- 17.2.4 Collection of various information from unit finance and complete the exercise of issuing the Annual certificate of TDS to employees (Form 16) in respect of salary paid and tax deducted as per Income Tax Act.
- 17.2.5 Collection of various information in respect of arrear computation of employees and preparation of individual statement of relief U/s 89 (1) thereof.
- 17.2.6 Collection of various information from unit and complete the exercise of getting the quarterly TDS/TCS certificates (Form 16A) in respect of tax deducted (for payment other than salary) or tax collected and support in distributing the same (Income Tax Act).
- 17.2.7 Collection of various information and complete the exercise of filing Annual Return of Income under Income Tax Act and assist in determining the advance tax liability.
- 17.2.8 Preparation of all vouchers and challans related to TDS & TCS.

17.3) SPECIAL CONDITIONS OF THE CONTRACT

1. You shall depute sufficient number of competent staff for carrying out the scope of work at your own cost at our office.
2. A Chartered Accountant/Cost Accountant must be available for advising and supervising the activities carried out by your firm for the company.
3. You shall file the monthly/quarterly/yearly returns as per GST or IT Act/rules within the due date & time.
4. The deputed staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
5. We shall not take responsibility for any untoward incidents accident caused to your personnel due to their negligence. (However, we shall extend all first aid facilities available at our dispensary, if required.)
6. All the efforts should be made to complete the work strictly as per the scope of work and within stipulated time.
7. You shall be in constant touch with the Head of Finance department for smooth conduct of work

8. Secrecy should be maintained about Information made available during the course of carrying out the work shall be used only for the purpose or bona fide work relating to scope specified by the company and not for any other purposes. 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.

9. Interest or penalties on late payment/late filing of returns of TDS/TCS/GST will be deducted from contractors bills.

17.4) Period of Contract

The period of contract will be One year from the date of receipt of order or as directed by Officer In-charge. Contract may be extended for one more year with same rate, terms and conditions. The Company reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the Company or maintainable against the Company

17.5) 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.

17.6) Legal:

- 1 You will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in this office.
- 2 While arranging the manpower the relevant provisions of child labour (Prohibitions and Regulation) Act 1956 shall be complied by the agency.
- 3 Provisions of Interstate Migrant Workmen (Regulation of employment and Conditions of Service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial disputes Act, Payment of wages Act and Fatal Accidents Act shall be complied by the contracting agency for the manpower deployed .
- 4 You shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 5 You shall maintain all statutory registers under the applicable law. You shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- 6 You will be required to pay minimum wages as prescribed under the Minimum Wages Act. You will maintain proper record as required under the Law/Acts.

17.7) Quantity: As per price schedule.

For IREL(India) Ltd

DGM(COMMERCIAL)

17 PRICE BID FORMAT

Sl. No.	Item Description	Quantity	Unit	Rate (Rs.)	Value (Rs)
1	GST Related works	12	months		
2	TDS/TCS Related works	12	months		
	Total				

The quoted rate is inclusive of all taxes & duties excluding GST.

Evaluation shall be done on overall L1 basis.

Declaration:-

1. 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.
3. I/We guarantee to commence the work immediately on receipt of the work order.

Signature of Bidder

Place:

Date: