



**INDIAN RARE EARTHS LIMITED**  
(A Govt. of India Undertaking)  
Orissa Sands Complex, Matikhalo– 761 045 (Ganjam Dist) Orissa  
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Regd. Post with Ad/ Courier/ Speed Post

## INVITATION TO TENDER FOR WORKS

To  M/s.	Tender Ref:	OSCOM/SOP/ 18/O/00172 Dated 07/03/2019				
	Due date	19	03	2019	Receipt up to 14.30 hrs and opening at 15.00 hrs.	
		DD	MM	YYYY		
	Quotation will be rejected unless the above reference and due date is clearly specified on the top of the envelope.					
	Estimated value of the tender in Rs					60,000/-
	Tender Document cost (TDC) applicable for the tender in Rs					NIL
Earnest Money Deposit (EMD) applicable for the tender in Rs					NIL	

Dear Sirs,

Please submit your sealed quotation in duplicate for the job detailed in Bill of Quantity (BOQ) and as per the terms and conditions enclosed herewith on or before the due date and time of submission:

**NB:**

- (i) Detailed break of prices should be submitted clearly indicating unit rates & amounts for each item description and Service Tax as applicable on it to arrive at the total Landed cost.
- (ii) If a bidder quotes %Nil+charges/consideration, the bid shall be treated as unresponsive and IREL reserves the right to reject the offer.
- (iii) This tender document consists of Annexure to Invitation to tender detailing terms and conditions, Annexure- I %Price Schedule+, General Conditions of Contract, Ethics in tendering, Undertaking to be submitted by the tenderer and the BG formats for EMD/ SD/ PBG submission. The tenderer has to go through the same before filling up the required documents.
- (iv) The tender document should be signed by the tender and submitted along with the offer. In case of any deviations, the same is to be listed as per the format enclosed in 14.0 of %Terms & Conditions+.
- (v) Parties who are not registered in our approved Vendor list may get themselves enlisted downloading Vendor Registration form available in our website <http://irel.co.in> or can send request for sending vendor registration form in our Email [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in) or [headireo@sancharnet.in](mailto:headireo@sancharnet.in). Filled in application form along with the credentials and all relevant documents such as GST Registration, EPF Registration, ESI Registration, Service Tax Registration, Income Tax PAN etc. are to be forwarded to SM(Materials), Indian Rare Earths Limited, OSCOM , PO- Matikhalo, Dist-Ganjam, ODISHA for evaluation. IREL reserves the right to accept/ reject the offers of new vendors after evaluation of the credentials along with other tender terms and conditions.
- (vi) Fax/Email offer will not be considered except in cases wherein it has been called for Fax/Email offers.
- (vii) **IREL reserves the right to reject the tender without clear sealing & marking, without requisite TDC/ EMD in case the envelop containing the offers is not superscribed with the details of TDC/EMD enclosed therein. Pl. refer Sl No. 3, 5 & 6 of "Annexure to Invitation to tender".**

**ISSUED FOR BIDDING  
For INDIAN RARE EARTHS LIMITED**

**Sd/- Chief Manager (Materials)**

Sl. No.	Item Description	Unit	Quantity	Rate in Rs.	Amount in Rs.
01.	<b>GST Audit for 17-18, 18-19.</b>	LS	01		

➤ **Rate of GST should be mentioned separately.**

7907  
11-02-19

**INDIAN RARE EARTHS LTD, OSCOM**

**Ref: OFIN/2018-19/**

**Dt: 08-02-2019**

**NOTE**

As per the Section 35(5) of CGST Act, 2017 and 44(2) of CGST Act, 2017, IREL OSCOM has to appoint and Agency to do the GST Audit and submission of report through e-filing mode on limited tender basis.

**1. Scope of Work:**

The broad scope of work would be:

1. To conduct GST Audit of annual accounts of the company in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (including any enactments or amendments made as may be applicable from time to time).
2. Submission/e-filing of GST Audit Report along with annual return and reconciliation statement as per section 44(2) of the CGST Act, 2017 in E-form GSTR -9C within the scheduled date and in the manner as specified / prescribed by CBIC.

**2. Selection Criteria:**

SL NO.	Eligibility Criteria	Documents Required
1	The bidder shall be a firm of Chartered Account/Cost Accountants either partnership firm or LLP registered with "The Institute of Chartered Accountants of India"/ The Institute of Cost Accountants of India.	A certified true copy of the Limited Liability partnership Agreement / Certificate of Incorporation / Registration Certificate /Acknowledgement for acceptance for registration (with the Registrar of firms) for partnership firms/LLP. Names and other details of the authorized signatory/signatories that are authorized to execute the contract & other documents
2	Bidder should have minimum of 4 partners in India	Copy of partnership agreement / certificate of Incorporation
3	Bidder should have experience in practice of indirect taxation in any PSU and manufacturing / infrastructure company in the last five years	Client Certificate
4	Bidder should have experience of GST Implementation in any PSU and manufacturing / infrastructure company	Client Certificate
5	Bidder should have experience in monthly GST return filing in a Public Sector Undertaking	Client Certificate



	along with other Manufacturing Company or infrastructure company	
6	Proximity to IREL(OSCOM)	The firm must have head office or branch office either in Berhampur or in Bhubaneswar/ Cuttack headed by a full time partner.
7	The firm should not have been blacklisted / debarred anytime during last 3 years ending 31st March 2018 from participation in a tender floated by any central/state PSU including Indian Rare Earths Ltd or any state/central government department/institutes or any autonomous body funded and/or controlled by any state/central government.	Self Certification to be given.

### 3. Payment terms:

3.1. Bidders have to quote the total price of Audit assignment as per clause 3.9

3.2. The fee quoted shall state the fee and taxes applicable with present rate (taxes applicable will be paid as per rate prevailing at the time of actual payment). GST will have to be quoted separately in the invoice.

3.3. Payment will be made after deducting tax deductible at source as per applicable tax laws.

3.4. The fees shall be subject to deduction of penalties and applicable GST thereon if any, levied on the GST Auditor by the IREL (OSCOM) in accordance with the provisions of this Agreement. ALL payment Of Fees shall be made after deduction of the applicable taxes if any and payment shall be made in Indian Rupees only.

3.5. Amounts/Fees payable to the GST Auditor as mentioned above shall not be liable for upward revision during the Term of this Agreement for reasons whatsoever. All undisputed payments shall be made by the IREL (OSCOM) by direct credit to the GST Auditor's Account through NEFT/RTGS payment mode, within 30 working days of receipt of undisputed invoice.

3.6. The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection.

3.7. The reasons like non-familiarity with the GST site conditions and/or existing IT infrastructure will not be considered as a reason for any delay of extra claims whatsoever.

3.8. Necessary payments in relation to the Audit assignment shall be made on completion of the audit in accordance with the provisions of the GST Act and to the satisfaction of the bank.

3.9 Price Bid format is as follows:

Particulars	For the year 2017-18	For the year 2018-19
Professional fees for GST audit		
Out of Pocket Expenditure (Boarding Lodging & Conveyance etc)		
Add, GST there on		
Total professional fee per year (in words)		

#### 4.0 Penalty:

Any loss caused to IREL(OSCOM) or claims made against IREL(OSCOM) owing to non-performance of the services by the successful Bidder as per the Contract, or non-compliance of regulatory guidelines, will attract penalty to the extent that the claims is made against IREL (OSCOM). The IREL (OSCOM) reserves the right to recover this amount from any dues payable or accrue to the successful Bidder in future in any form.

#### 5.0. Parameters used for technical evaluation:

SL NO.	Parameters	Max Marks	Criteria
1	Size of the firm (Minimum 4 partners and above)	5	1 mark for each no of working partner over and above 4 partners having associate membership from the institute (i.e. institute of chartered accountant / institutes of cost accountants of India). Maximum marks in this criteria is 5 marks
2	Experience in practice of indirect taxation in any PSU along with manufacturing / infrastructure company having an average	20	2 marks for each client of relevant experience.



	turnover of minimum Rs 50.00 crores in the last five years		
3	Experience in area of GST implementation in any PSU along with manufacturing / infrastructure company having average turnover of minimum Rs 50.00 crores or above	10	2 mark for each client in which GST is implemented
4	Experience in monthly GST return filing in any PSU alongwith manufacturing / infrastructure company whose average turnover for the last 5 years is minimum Rs 50 crores or above	10	2 mark for each client
5	Domain knowledge in information technology (at least 1 partners / Qualified CA's/CMA staff should have passed DISA/CISA/ Diploma in IS audit and control)	5	1 No of each partner / staff having passed DISA/CISA / Diploma in IS audit and control
	<b>Total Marks</b>	<b>50</b>	

5.1. Documentary evidence(s) in support of measurement criteria (as mentioned in above table at (1) to (5) mentioned in table to para-5.0 is required to be submitted. Proposals without the required documentary evidence(s) shall not be considered for evaluation.

5.2. Price bid of those bidders will be opened who will obtain 30 marks or above in technical evolution parameters.

## 6. Terms and Conditions:

6.1. The tenure of appointment shall be at the sole discretion of the company. The original tenure of the tender shall be for one year. The tenure after the original award of work order may be renewed every year for a maximum of 2 years (inclusive of the year of award of audit after the tender) with mutual consent of the auditors. However, it is expressly stated here that the said tenure is not to be construed as assured and the company reserves the right not to reappointment at its sole discretion without assigning any reason therefore. Increase of fee @ 5% over last year fee will be given if audit is awarded (in renewal of work order other than fresh award of work) in any subsequent year as above.

6.2. The company reserve the right to accept / reject any or all the offers without assigning any reason whatsoever.

**1. General**

- 1.1 **Submission of Offer** : The sealed envelope containing the quotations submitted by the tenderers **should be superscribed with the Tender no, the due date of opening, Name and Address of the Tenderer** or else the quotation will be rejected. Tenderers should note that the tenders are to be sent by Post/ Courier/ dropped in the **Limited Tender Box** located at the entrance of Purchase Department in Administrative Building, PO. - Matikhalo, Dist. Ganjam, Odisha. 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
- 1.2 Contractor has to make own arrangement for tools and tackles, lifting equipments, transportation and any other materials and consumables required for completion of the work.
- 1.3 The Contractor shall be allowed to work daily from 08.00 to 16.00 hours except on Sundays and holidays.
- 1.4 If required, the Contractor shall engage additional labour in order to complete the work in shorter duration.
- 1.5 Any information/doubt regarding the details of this tender shall be clarified from the Company officials between 9 a.m. and 4 p.m. on all working days (except Sundays & holidays). The contractor shall employ adequate skilled, semi-skilled and unskilled labourers, required for the work and carry out the work strictly as per the instruction of IREL officials.
- 1.6 The Company reserves the right to accept or reject any tender/offer without assigning any reason whatsoever and no tenderer shall claim over such action.
- 1.7 The complete safety of the items is also vested with the Contractor. Any damage to any part of the equipment should be avoided by careful handling and using proper lifting tools and tackles.
- 1.8 Water and electricity required for the work will be provided by the Company free-of-cost.
- 1.9 Contractors should not waste company resources, like water, electricity, oil, etc.

**2. Validity of Offer**

Offers submitted by the tenderer shall be valid for 90 days from the date of opening (due Date ) of offer.

**3. Contract**

The successful Contractor will have to execute an agreement for the due fulfillment of the contract. 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

**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.

**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.

**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. **SECURITY DEPOSIT** (For works above 50,000): The successful Contractor shall furnish a Security Deposit amounting 5% of the total value of the contract by Demand Draft or an unconditional and irrevocable Bank Guarantee within 30 days of receipt of order.

- 7.1. All compensation or other sums of money payable by the Contractor to the Company under the terms of the contract may be deducted from his Security Deposit and in the event of his Security Deposit being reduced by any reason of any such deduction, the contractor shall within 15 days thereafter make good in cash or by demand draft or bank guarantee for equal amount any sum or sums which may have been deducted from his Security Deposit or any part thereof.
- 7.2 In case of any failure on the part of the Contractor in the performance of his part of the contract, the Security Deposit shall stand forfeited in favour of M/s. Indian Rare Earths Ltd. without any further notice.

## **8. Assignment and Subletting**

- 8.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
- 8.2 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.

➤ ~~**Payment Terms:** 95% payment within 30(thirty) days from the date of submission of the bills duly certified by our Engineer in charge and balance 5% after completion as per details indicated under Security Deposit Clause. All payments are subject to deduction of applicable taxes as per rules in vogue. You are required to submit all the Running Account Bills/Final Bills in triplicate.~~

## **9. Prices**

Unless otherwise agreed to specifically in order, the price payable by IREL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation. The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender. The prices shall be itemised in accordance with the Price Schedule attached in Pricebid and the Bidder quoted for all items as per Price bid format will only be considered. All prices in the tender shall be inclusive of Taxes and all other statutory levies applicable. 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 is not responsible for remittance of such tax collections.

## **10. Correspondence**

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

## **11. Taxes & levies**

- 11.1 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.
- 11.2 You shall remit the tax collected within the stipulated period to the government and file the return.
- 11.3 Your GST Compliance rating will also be considered as one of the parameter during vendor evaluation
- 11.4 Income Tax and other Taxes will be deducted at source, if applicable as per rule.
- 11.5 Any Change in taxation during the tenure of contract, will be as per applicable statute.

## **12. 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.

## **13. 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.

#### **14. Employee's safety and compliance of rules, etc.**

- 14.1 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.
- 14.2 The contractor shall ensure that all his employees working within IREL premises/mine possess valid Vocational Training Certificates issued under Mines vocational Training Rules 1966. Persons not possessing valid vocational training certificates have to undergo Vocational Training at IREL, OSCOM VT centre and shall be allowed only after completion of VT duly certified by VTO, MK.
- 14.3 The Contractor should strictly follow the safety procedures detailed in the AERB Safety Guide for works contracts.
- 14.4 The successful Contractor shall furnish in advance, a list of man - power 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.
- 14.5 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.
- 14.6 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
- 14.7 The Contractor should produce all the records pertaining to the above along with the final bill for verification by the Company.

#### **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. 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 officials.

#### **16 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

#### **17 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.

#### **18 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.

#### **19. Method of black listing vendors**

- 19.1 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.
- 19.2 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.
- 19.3 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.

- 20. 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.

#### **21. Liquidated Damages**

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 the work order 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 liquidated damage can be levied accordingly for the value of the item of work or group of items of work. The Purchaser may at his option and without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in his hands due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract

#### **22. Force Majeure:**

The time stipulated for dispatch, delivery, or completion as the case may be, starts from the day the Supplier receives the IREL's Purchase Order or from any other date specifically stipulated in the contract agreement. Should progress or delivery be delayed by strikes, lockouts, fire, accidents, acts of god, or any cause whatsoever beyond the reasonable control of the Supplier, suitable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three months, the two parties shall consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of one month from the expiry of the three months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above-mentioned expiry of the contract will imply that both the parties have the obligation to reach agreement regarding the winding up and final settlement of the contract

#### **23. Arbitration**

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of IREL and the authorised signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration. The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned IREL unit where the contract is executed.

#### **24. 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.

## 25. Jurisdiction

The courts within the local limits of whose jurisdiction, the place from which the 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 Chatrapur of Ganjam District and all cases of action in relation to the contract will thereof be deemed to have arisen within the jurisdiction of Civil Court of Chatrapur (761020), Ganjam District, Odisha.

## 26. ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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

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

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

Chairman & MD Indian Rare Earths Ltd., 1207, VS Marg, Prabhadevi Mumbai – 400 028. Ph. 022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a> ;	Chief Vigilance officer Indian Rare Earths Ltd., 1207, VS Marg, Prabhadevi Mumbai – 400 028 Ph. +91 22 2422 0613, +91 22 24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a>
CGM & HEAD, OSCOM IRE Ltd., OSCOM Email : <a href="mailto:headireo@sancharnet.in">headireo@sancharnet.in</a>	
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,	
CGM & Head, OSCOM	

## 27. UNDERTAKING

Date:

To,  
M/s. Indian Rare Earths Ltd.,  
IREL, OSCOM

I/ We.....am/are a Vendor/Customer of Indian Rare Earths 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):.....