



INDIAN RARE EARTHS LTD.
(A GOVERNMENT OF INDIA UNDERTAKING)
ORISSA SANDS COMPLEX
MATIKHALO-761045
GANJAM DIST. (ORISSA)

Schedule Of Tender

Tender No.	OSCOM/SOP/18/O/00170 dated: 02-02-2019
Item/ Job Description	Engagement of internal auditors for IREL, OSCOM for the year 2019-20
E tender Ref	IREL/GANJAM/18-19/ET/373
Tendering Mode E-Procurement System of MSTC Ltd http://www.mstcecommerce.com/eprichome/irel	Open tender invited in two parts
Date of Starting of e-Tender	05-02-2019 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Supply	Rs.2,50,000/- plus tax
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	20-02-2019 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	20-02-2019 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Transaction Fee (Refundable & payable to MSTC). Bidders may pl. note that transaction fee is to be paid by them but the same shall be reimbursed back to them after finalization of tender	Rs.1180/-
Earnest Money Deposit (EMD) : Refundable & Payable to IREL	Rs.5,000/-
Validity of Tender	90 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	12 months
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VII	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno Commercial Response Price Bid Formats

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

We **OSCOM unit of Indian Rare Earths Limited** shall be utilizing the e-procurement service of **MSTC Limited**, A Government of India Company having its registered office at 225-C, AJC Bose Road, Kolkata- 700 020 for enabling us to procure goods, services and works. We shall be utilizing their portal for e-tendering which means sending requests for information and prices to suppliers and receiving the responses of suppliers using Internet Technology.

IREL invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <http://www.mstcecommerce.com/eprochome/irel> of MSTC Ltd.).

Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.

Part II (Price bid) will be opened electronically of only those bidder(s) who's Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL, OSCOM.

Bidders are requested to read the terms & conditions of this tender before submitting their bids.

1.0 Process of E-tender:

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

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

- 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU/Govt depts. → Select  Logo->Register as Vendor -- Filling up details and creating own user id and password → Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

**Contact person of Tendering Authority
(Indian Rare Earths Limited, OSCOM Unit)**

<u>N A M E</u>	<u>email-id</u>	<u>Landline No.</u>	<u>Mobile No.</u>
Shri K V Ramakrishna, I/C(Purchase)	purchase-os@irel.co.in	06811-257890 - 95 Extn 150	+91 8763345230
Shri S ahmed, DM(Purchase)	sahmed@irel.co.in	06811-257890 - 95 Extn 150	+91 9937190092

Contact details of MSTC Bhubaneswar Officials:

<u>N A M E</u>	<u>email-id</u>	<u>Landline No.</u>	<u>Mobile No.</u>
Shri R Mahesh, AM	rmahesh@mstcindia.co.in	0674-2571699(D)	+91 9182586234
Shri Deepak Khalkho, MT	dkhalkho@mstcindia.co.in	0674-2571699(D)	+91 7377086311

Address:

**MSTC Limited,
Toshali Plaza, 3rd Floor, Room No.TP-B/1-03&08,
Satya Nagar, Bhubaneswar - 751 007**

2.0 System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/irel. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

3.0 Special Note towards Transaction fee:

- i. **Transaction fees :**
MSTC shall collect **non-refundable** transaction fees @ **0.05% of the estimated value of Supply/ Works/ Services per event** from all the participating vendors subject to **minimum of Rs 1000/-** and **maximum of Rs 15,000/- per event per vendor**. Service Tax is to be paid extra as applicable on the transaction fees by the vendors.
- ii. An event shall be construed as an e-tender irrespective of the nos. of items / jobs being procured through the same.
- iii. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- iv. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s

designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

- v. **Transaction fee will be refunded to the bidders by IREL within 90 days of opening of bids.**
 - vi. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
 - vii. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Viii Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- ix E-tender cannot be accessed after the due date and time mentioned in NIT.

4.0 **Bidding in e-tender :**

- a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. No interest will be paid on EMD and transaction fee. EMD & transaction fee of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login



under IREL →My menu→ Auction Floor Manager→ live event →Selection of the live event

- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation to the technical and commercial terms & conditions are allowed.

- p) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

- 5.0 Bidders may please note that payment of **Tender Document Cost (TDC) and Earnest money deposit (EMD)** is to be made to IREL **separately** through RTGS / NEFT as per details given below:

Account Name : Indian Rare Earths Limited

Name of the Bank : State Bank of India

Branch : Matikhalo Branch, IRE Ltd Campus

Account No. : 10546942016

IFSC : SBIN0006086

MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL in Email ID : purchase-os@irel.co.in

6.0 **Additional information for bidders:**

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- (vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**
At any time, prior to the last date for submission of tenders, IREL reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the tender. IREL may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the

documents from web site. The website www.mstcecommerce.com/eprochome/irel of MSTC Ltd. may please be referred to.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL shall not have any liability to bidders for any interruption or delay in access to the MSTC portal irrespective of the cause. In such cases, the decision of IREL shall be binding on the bidders.

In case of any clarification w.r.t registration / usage of portal for e-tendering, vendor's manual for guidance can be downloaded from the following link:

<http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>

or

MSTC/ IREL officials may please be contacted:

7.0 Tender Document Cost (TDC):

- 7.1 The tender document cost for the amount mentioned in the Schedule of tender should be remitted by the bidder through RTGS / NEFT directly to IREL's account as per details given in point no 5 above.
- 7.2 Bidders who are registered with MSME/ National Small Industries Corporation/ Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time after ensuring that the approval pertains to the class of item/ works for which tender is floated. In case of Government Undertaking/ PSU, tender documents shall be issued free of cost subject to approval of our Competent Authority.
- 7.3 Bidders should upload details of payment towards TDC in MSTC portal and E-mail to be forwarded to IREL clearly mentioning Tender no, Payment details and your Organizational details.
- 7.3 Bids submitted without TDC paid documents or valid exemption claim documents are liable to be rejected during techno commercial evaluation of the tender.
- 7.4 Tenderer shall note that the Tender document cost (TDC) is non refundable.

8.0 Earnest Money Deposit:

- 8.1 Earnest Money Deposit (EMD) is a deposit received from the tenders in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 8.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.

8.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.

8.4 EMD is to be submitted as per 1 (vii) above. EMD can also be remitted by way of Demand Draft/ Bankers cheque drawn in favour of Indian Rare Earths Ltd payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

8.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

8.6 Exemption from payment of EMD:

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL reserves the right to reject the tender.

8.7 The earnest money shall be dealt with as follows:

- 1) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL.
- 2) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

8.8 EMD is liable to be forfeited if:

- i) The tenderer indulges himself in any undesirable practice or malpractice.
- ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. Indian Rare Earths Ltd.
- iii. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. Indian Rare Earths Ltd.
- iv. The successful tenderer does not deposit the security deposit within the stipulated period.
- v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

9.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

9.1 The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of Indian Rare Earths Limited, OSCOM, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the receipt of letter of acceptance or commencement of work at site, whichever is earlier. The same is to be forwarded to SM(Materials), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

9.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL.

9.3 FORFEITURE OF SECURITY DEPOSIT

The SD money shall stand forfeited in favour of IREL, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL.
- (iii) If the Supplier/ contractor abandons the supply /order.

10.0 PRICE PREFERENCE CLAUSES

10.1 Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL.

10.2 **Price preference:** Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

10.3 Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes: Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) is earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price,

4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

11.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 (**Ninety days**) from the date of opening of techno-commercial bids.

12.0 RIGHT TO REJECT THE TENDER:

- (a) IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) Indian Rare Earths Ltd. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of Indian Rare Earths Ltd. The tenderers on their part shall accept such part offered by IREL. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

13.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

14.0 INSPECTION OF SITE AND OTHER CONDITIONS:

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian

Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

15.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL may elect to withdraw the invitation to tender.

16.0 RISK PURCHASE CLAUSE

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

17.0 RELATED PARTY:

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

18.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase-os@irel.co.in.

19.0 ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

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

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

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

<p>Sri D Singh, Chairman & MD Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.gov.in</p>	<p>Sri Sanjay Banga, IES Chief Vigilance Officer Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.gov.in</p>
<p>or Sri A J Janarthanan, CGM & Head, OSCOM, Indian Rare Earths Limited,OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sancharnet.in</p>	

We assure you those complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For Indian Rare Earths Ltd,

**S/d
DGM (Materials)**

20.0

UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

**M/s. Indian Rare Earths Ltd
OSCOM, Matikhalo-761045.**

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

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 OSCOM at Orissa,
- (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:.....

Address (with seal):.....

(i) INFORMATION TO BE GIVEN BY THE BIDDER

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

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

Name :
Signature :
(Capacity in which signed)

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

Sl.No.	Pre qualification criteria	Documents required (Self Attested)	Basis for awarding of points	Max points
1	Firm should be a Partnership Firm or Limited Liability Partnership Firm (LLP) and should not be less than three years old on date of tender.	Copy of Firm Registration Certificate (FRC) issued by The Institute of Chartered Accountants of India or The Institute of Cost Accountants of India and Copy of certificate of practice of all the partners/members of firm.	3 points and additional 1 Point for additional year of Firm's Registration.	10
2	Firm should have conducted during previous 5 years ending 31.03.2018 either Statutory or Internal audit of PSUs (State PSU or Central PSU excluding Bank & Insurance Co.) having turnover of at least Rs 350 crore during the relevant year.	Copy of appointment order/letter received from clients in this regard along with self certificate towards conducting the same. Further the copy of financials of the client in support of turnover.	5 Point for each completed Statutory or Internal audit of PSU having turnover of at least Rs. 350 crore.	20
3	No. of partners/ Members	Copy of Firm Registration Certificate (FRC) as mentioned at sl. No. 1 above and Membership number issued by The Institute of Chartered Accountants of India or The Institute of Cost Accountants of India of each partner/member.	2 Point for each Associate member and 3 points for each fellow member	10
4	Firm should have gross receipts at least Rs. 50 lakhs in a previous financial year i.e. 2017-18.	Copy of financial statements for financial year 2017-18 in support of gross receipts duly certified by practicing chartered accountant.	2 Point for turnover of 50 lacs and additional 2 Point for every additional turnover 50 lacs.	10
			Total	50

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

- iii) All pages of tender documents and documents submitted in support of PQ criteria to be self attested by the bidder.
- iv) Clear and complete details in separate sheets, for determination of Points in support of information against Sl. No 1 to 4 above are to be furnished.

The Firms securing at least 60% marks based on above system shall be considered as qualified and eligible for opening of price bid

GENERAL CONDITIONS OF CONTRACT (GCOC)

1. DEFINITIONS AND INTERPRETATIONS

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between Indian Rare Earths Limited(IREL) and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 IREL:

Shall mean INDIAN RARE EARTHS LTD., India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

Shall mean the place in which the operations/services are to be carried out or places approved by IREL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 IREL'S SITE REPRESENTATIVE/ ENGINEER

Shall mean the person or the persons appointed by IREL from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IREL and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of IREL on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary consent of IREL.

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IREL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

- 1.9 **CONTRACT PRICE**
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IREL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IREL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IREL.
- 1.10 **DAY**
Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.
- 1.11 **EQUIPMENT/MATERIALS/GOODS:**
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the IREL for/under the CONTRACT and amendments thereto.
- 1.12 **WORKS / OPERATIONS:**
Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.
- 1.13 **GUARANTEE:**
Shall mean the period and other conditions governing the warranty/ guarantee of the works as provided in the CONTRACT.
- 1.14 **MOBILISATION:**
Shall mean rendering the resources as per CONTRACT and ready to begin work at site designated by IREL and IREL's acceptance in this regard. The date and time of IREL's acceptance will be treated as the date and time of mobilisation.
- 1.15 **DEMOBILISATION:**
Shall mean the removal of all things forming part of the mobilisation from the site of IREL. The date and time of above shall be treated as the date and time of de-mobilisation.
- 1.16 **FACILITY:**
Shall mean all property of the IREL owned or hired by IREL.
- 1.17 **SINGULAR/ PLURAL WORDS:**
Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.
- 1.18 **GROSS NEGLIGENCE**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,
- 1.19 **WILLFUL MISCONDUCT**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 **ENGINEER-IN-CHARGE(EIC)/ OFFICER-IN-CHARGE(OIC):**

The Engineer-in-charge/ Officer-in-Charge shall have authority for General supervision, Follow up of supply and direction of the work direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract to reject all works/ materials/services which do not conform to the contract.

The EIC/OIC shall have no authority to relieve the successful tenderer of any of his duties or obligations under this contract nor except as expressly provided here-in-under or elsewhere in the contract to order any work involving delay or any extra payment by the company or to make any variation of or in the work.

3.0 **Singular and Plural**

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

4.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another.

4.2 In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify the contractee, with a copy sent concurrently to the EIC/OIC, immediately in writing and obtain instructions from the contractee to eliminate the conflict.

4.3 The successful bidder shall notify the contractee, with a copy sent concurrently to EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

4.4 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work order shall prevail over those of all such other documents forming the contract and binding on the Parties.

5.0 **CORRESPONDENCE:**

5.1 All correspondence among the contractee, the engineer and the successful bidder and the titles and written notations on drawings etc. shall be in **English** language only

5.2 The contractee /engineer/ inspector designates the following address:

**Indian Rare Earths Limited,
(Orissa Sands Complex)
P.O. Matikhalo-761045,
Dist-Ganjam, Orissa, INDIA**

6.0 **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.

7.0 **Scope of Order and Specifications**

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

8.0 Inspection of site

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

9.0 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 IREL 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. IREL may terminate the Contract by notice in writing to the Contractor.

10.0 ASSIGNMENT AND SUBLETTING:

- (i) 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.
- (ii) 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.

11.0 FORCE MAJEURE:

- (i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL/ Supplier either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The decision about force majeure shall rest with IREL which shall be final and binding.
- (ii) If there is delay in performance or other failures by the supplier to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify IREL in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

12.0 DUTIES AND POWER /AUTHORITY :

12.1 The duties and authorities of the IREL's site representative are to act on behalf of the IREL for:

- (i) Overall supervision, co-ordination at site
- (ii) Proper utilisation of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

- (v) He shall have the authority, but not obligation at all times and any time to inspect/ test/ examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the IREL's representative/ engineer without which no claim will be entertained by the IREL.

12.2 **CONTRACTOR's representative:**

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with IREL's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to IREL's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

13.1 **CONTRACT DOCUMENT :**

13.1 **Governing language:**

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

13.2 **Modification in CONTRACT:**

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IREL by issuing amendment to the **CONTRACT**. IREL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

13.3 **Waivers:**

It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

14.0 **Alteration of specifications, patterns and drawings:**

During the progress of the work, IREL may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and IREL. 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 IREL. 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 IREL, in the cost, shall be final and conclusive.

15.0 Method of Black Listing/ banning Vendors and revocation of ban:

Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. However, Our Competent Authority can revoke any black listing order subject to adequate justification for the same.

Further, our Competent Authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraws his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority 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.

An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

16.0 Secrecy

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

17.0 Indemnity

The contractor shall indemnify IREL and keep IREL 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 IREL. The contractor shall not utilize IREL'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 IREL and in which case, the Contractor shall be liable to IREL to pay compensation to the full extent of damage/loss and undertake to pay the same.

18.0 DISCIPLINE:-

CONTRACTOR shall maintain strict discipline among its employees and shall abide by and conform to all rules and regulations promulgated by the IREL governing the operations. Should IREL feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to IREL's interest, the IREL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability,

misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7 working days to replace the person by competent qualified person at CONTRACTOR's cost.

19.0 SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by IREL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof. Pl. refer Annexure-I for Compliance of all statutory obligations.

20.0 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.

21.0 INSURANCE:-

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IREL will have no liability on this account.

22.0 TERMINATION

22.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the IREL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

22.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure.

22.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the IREL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

22.4 **Termination for unsatisfactory performance**

If IREL considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the IREL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The IREL shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the IREL.

INSURANCE

Successful bidder shall be required to mobilise complete resources for commencement of services at the specified site within a maximum number of 15 days from the date of order. If the CONTRACTOR (successful bidder) fails to mobilise as above, IREL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

22.6 **TERMINATION**

In all cases of termination herein set forth, the obligation of the IREL to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination. In case of termination of Contract herein set forth, except under 22.1 and 22.2, and / or annulment of the contract due to non-submission of Security Deposit, following actions shall be taken against the Contractor:

- i. IREL shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor by IREL against any type of tender nor their offer will be considered by IREL against any ongoing tender(s) where contract between IREL and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by IREL for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Contractor on holiday, IREL shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

23. **CHANGE IN LAW:**

23.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, duties, the CONTRACTOR shall be indemnified for any such increased cost by the IREL subject to the production of documentary proof to the satisfaction of the IREL to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IREL.

23.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the IREL, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

- 23.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of bid but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of IREL.
- 23.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date will be to IREL's account.
- 23.5 The Contract Price and other prices mentioned in the Schedule of Prices shall be based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IREL will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IREL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 24.0 **EMPLOYMENT LIABILITY:**
- i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and be paid by them. IREL will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL OSCOM indemnified against losses, damages or claims arising thereof.
 - ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL reserves the right to withhold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but with out obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
 - iii. There will be no relations of employer and employee between our IREL and the personnel so engaged by Agency under the contract and no claims for any employment in IREL will be entertained or tenable. It shall be the sole responsibility of the Agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL.

25.0 Disputes :

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by an arbitrator to be appointed by the Chairman & Managing Director of IREL. Proceedings as per Arbitration and Conciliation Act will be conducted. No objection shall be raised on the ground that the Arbitrator so appointed is an employee of IREL or is one of the parties to the contract himself or that the persons who appointed had to deal with the matters to which the contract relates in his official capacity. The contractor shall not in any way delay or default or cause to delay or default the carrying out of the Works by reasons of the fact that any matter has been agreed to be referred to and/or referred to Arbitration. The seat of arbitration will be at Chatrapur, Ganjam and only the appropriate Court coming under High Court of Orissa will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

26.0 Security regulations

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

27.0 NOTICES:

27.1 Service of notices on contractor

Any notice to be given to be Contractor under the terms of contract shall be served by sending the same by registered post or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or its Registered office) or at the site.

27.2 Service of notices on Company

Any notice to be given to the company under the terms of the Contract shall be served by sending the same by registered post to CGM & HEAD, IREL-OSCOM, Matikhalo -761 045 (Ganjam District) Orissa .

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 TENDER RATES:

The charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.

3.0 DURATION OF THE CONTRACT:

The period of contract shall be one year i.e. financial year 2019-20. M/s IREL reserves the right to extend the contract on same terms & conditions for the next two financial years (2020-21 & 2021-22) subject to certain need based changes in the audit scope

4.0 PAYMENT TERMS:

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

(ii) OTHER TERMS AND CONDITIONS

1. Successful bidder shall depute sufficient number of competent staff for audit work at their own cost. Further the minimum man days spent for monthly audit work are as under, which has to be followed by the successful bidder strictly:
 - i. Partner/qualified staff : 03 man days per month
 - ii. Other Audit staff : 07 man days per month
2. Successful bidder shall submit draft monthly audit report to the In-charge of Finance department at OSCOM Unit and the final report along with the views of the In-charge of Finance department at OSCOM Unit shall be forwarded to Director (Finance) with copy to In-charge of Finance department at OSCOM Unit.
3. The audit staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.
4. The Company shall not be responsible for any accident caused to your personnel due to their negligence.
5. Every effort shall be made to complete the internal audit work strictly as per the audit scope.
6. Successful bidder shall be in constant touch with Director (Finance), In-charge of Finance department at OSCOM Unit.
7. Information made available during the course of audit shall be used only for bonafide work relating to audit of the company and not for any other purpose. The auditors shall not divulge the information made available by the Company or otherwise acquired during the course of audit to any other agency.
8. The Company reserve the right to accept /reject any or all the offers without assigning any reason whatsoever therefore.

5.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

- (a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments if called for so as to commence the services at the specified site (s) within a **maximum of 15 days from the date of order**.
- (b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, IREL shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.
- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request IREL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, IREL may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 % of unfinished value of the contract, for each week of delay or part thereof, subject to a maximum of 5% of the contract value.
- (d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IREL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (e) Further, during the contract period in case of unauthorized absence/ non deployment of requisite manpower as called for in the tender the Liquidated damages shall be calculated at the end of the contract as per the rate indicated in (c) above subject to a maximum LD recovery of 5% of the contract value.

7.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

- (a) Compensation recoverable, if any.
- (b) Recoveries on account of IREL's facilities and services
- (c) Deduction towards retention money.
- (d) Deduction if any towards re-coupmnt of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) Statutory deductions such as IT(TDS) as per rules in vogue.
- (f) Any other deductions

Techno- Commercial Terms for response by the participating bidders:

SI No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender.All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	AGREE
2	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	AGREE
3	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	AGREE
4	Bidder agrees to Special Conditions of Contract	AGREE
5.	Bidder agrees to upload details of EMD and TDC (if applicable) paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	AGREE
6.	Bidder agrees to submit the signed scanned copy of the Undertaking and details of bidder as per Annexure – I (points 20 & 21)	AGREE
7.	Contact details i.e. Name & Designation of the Contact person Address Phone no. Email	Remarks

SCOPE OF WORK

1. Scope of work shall include carrying out the internal audit of IREL, OSCOM Unit and submission of monthly audit report by end of next month. Detailed scope of audit is attached as Annexure-I
2. Audit Calendar: Audit calendar for carrying out the monthly audit shall be prepared by the successful bidder after receipt of order and submit to the management for consideration. Firm so appointed shall commence internal audit and submit monthly audit report by end of next month for FY 2019-20 i.e. 01-04-2019 to 31-03-2020.
3. As a result of study and evaluation of internal control and other auditing procedures, the auditor should inform the management regarding weakness in internal control, if any besides normal internal audit job as per scope.

Sr. no	Scope of the Internal Audit-Outsourced Units			
	Areas	Periodicity	Extent	Reporting requirement with specific emphasis on following issues
A	Cash & Bank Book			
1	Cash book	Monthly	100% to be checked with counterfoils of receipt, credit and debit vouchers	1) To verify whether all supporting documents are attached and receipt/payment is approved by competent authority as per delegation of power.
2	Cash verification	Monthly	Surprise check at least twice a month any time during the day.	1) Average daily holding of cash balance 2) Insurance coverage of cash handling, if any 3) Whether denominations are entered on daily basis with counter signature of cash in charge. 4) Steps undertaken to reduce cash transactions

3	Bank book (All Banks)	Monthly	100% to be checked with counterfoils of bank receipts, debits and credit vouchers, cheque books, pay-in-slip, debit and credit advices, incoming cheques to be checked with register and receipts	1) Electronic receipts and disbursements and associated internal control thereof towards inputting, authorising and approving as per delegation of power. 2) Frequency of operation of Suspense account and average time of its subsequent regularisation 3) Loan/OD account with specific attention to its prudence and cost 4) Accounting aspects- capital/revenue, current/prior period etc. with specific reference to respective orders and approved payment terms.
4	Bank reconciliation statements (All Banks)	Monthly	100%	To verify whether adjustment entries are passed and if not reasons for the same to be reported
5	Stale cheque accounting	Monthly		To include in the monthly report
6	Bank guarantee and LC.	Quarterly	To verify whether the unit finance department has a system to inform Head Office on payment of LC in order to vacate LC margin and lien on FD	1) To verify whether necessary register / data base is maintained by the Unit. 2) To report the purpose for which the BG was obtained and status of the work. 3) At HO level, overall LC and BG limit-fund based and non-fund-based limits are to be verified. In case of fund-based limits, to report whether the limits remain unutilised entailing avoidable cost to the company.
7	Term / fixed deposit	Monthly	To verify with all the original receipts.	1) To verify whether the parking of fund is as per applicable DPE guidelines. 2) Whether the period of deposit is decided considering the cash budget of the company. 3) Availability of necessary approval for the investment. 4) To check interest calculation on all maturities and on accrual basis for income recognition at the end of period. 5) Whether applicable TDS exemption has been availed for the deposits.

8	Fund Availabilitiy, requisition for further fund & its utilisation alongwith daily movement of cash & bank	Monthly	To verify all the fund requisitions raised during the month	1) To check daily movement of all operative bank accounts. 2) Head-wise requisition vis-à-vis actual utilisation of fund. Deviations are to be reported separately. 3) To report whether diversion of fund, if any has got the approval of competent authority.
9	Over Draft (OD)/Demand Loan (DL) availed, if any	Quarterly	To verify with their respective approval note.	1) To verify whether financial prudence has been exercised while avaiiling OD/DL. 2) To check interest payable on OD/DL
B Sales including Inter unit transfer				
1	Domestic sales	Monthly	100% -To verify all invoices raised during the month with reference to delivery challan, sale order, availability of concession form, if applicable, and approved price list.	1) Levy of all applicable taxes and availment of CENVAT credit thereon. 2) Sales reporting for the month 3) Delay in raising invoice, if any. 4) To report whether finance department has copy of all approved price lists 5) Other accounting issues relating thereto.
2	Export sales	Monthly	100% -To verify all invoices raised during the month with reference to despatch documents, valid export sale order	1) Levy of all applicable taxes and duties. 2) Export sales reporting for the month. 3) Delay in raising invoice if any. 4) Other accounting and reporting relating thereto.
3	Discounts and refunds on sales	Monthly	100% - Complete verification with scheme announced by the company	1) Validity of the scheme. 2) Calculation 3) Accounting and reporting
4	Concession forms for sales	Monthly	100% - To check whether all applicable forms are available with finance department	To report whether company's interest is protected as regards availability of concessional forms with specific reference to cases settled during the period of audit.

5	Sundry debtors' ledger	Half yearly	To check whether balance confirmation system is in vogue	1) Review and indicate the list of parties not having any transaction in the last three years. 2) To review age-wise analysis of debit balances of customers and action taken for balances for a period of more than three years
6	Verification of debit and credit advices	Monthly	100%	To report on correctness of all such advices and their relevant accounting and ultimate realisation/liquidation.
7	Inter unit transfer of Finished Goods/Intermediary product for further processing	Monthly	100%	1) Leviability of taxes thereon with correct application of accounting norms in this regard. 2) Transfer price application 3) Reporting with/without notional profit
8	Status of sales tax, Entry tax, ED, GST cases	Half yearly	100%	To report on all such pending cases alongwith provisions/disclosure as contingent liability relating thereto.
C	Purchases			
1	Purchase orders (Pos)	Monthly	100% Post Audit exercise	Scrutiny of all Pos with specific reference to the following: 1) Compliance of purchase procedure and DoP of the company. 2) Budget provision and accounting aspects. 3) Relevant Purchase advances with or without valid BG and their subsequent adjustments during the tenure of contract/execution of supply, as the case may be. 4) Other relevant issues thereto.
2	Purchases Journal (PJ)	Monthly	100%	with reference to purchase orders receipt voucher and inspection reports

3	GST Returns (Including the provision of Input service distributor)	Monthly	100%	1) To submit report whether Unit has availed admissible credit and filed necessary returns on time under the Act and retaining documents for GST audit. 2) Other applicable taxes as applicable during the execution of the contract. 3) Payment challans and their related reconciliations. 4) Accounting aspects thereof.
4	Sundry creditors ledger	Quarterly	100%	1) Review and indicate list of parties not having any transaction in the last three years along with age wise analysis. 2) Outstanding debit balances for more than 2 years along with action taken taken report by the unit concerned.
5	Review of purchase advances	Quarterly	100%	1) Age-wise advances 2) Coverage by BG or otherwise 3) Recovery/adjustment as per schedule of payment .
6	Confirmation of balances	Yearly		Review and report
D	Establishment			
1	Pay rolls	Quarterly	100%	To be checked with last pay sheet, increments, attendance time cards etc.
2	Leave records	Yearly	100%	To be checked as per the extant rules of the company
3	Unpaid wages registers and other establishment records / registers.	Half yearly	100%	
4	Recovery of TDS from employees including perquisite valuation.	Monthly	100%	To be checked as per Income-tax act
5	Recovery of loans from employees	Monthly	100%	Recovered in terms of the guidelines/extant rule of the company.

6	Verification of LTC encashment and availed	As & when occurred	100%	To be checked as per the extant rules of the company
7	Medical claims	As & when occurred	100%	Any three randomly selected months during the year.
8	TA Claims	As & when occurred	25%	To be checked as per the extant rules of the company
9	Verification of leave encashment	As & when occurred	100%	To be checked as per the extant rules of the company
10	House building advances	As & when occurred	100%	To ensure that necessary hypothecation is done
E	Journal			
1	Journal vouchers	Monthly	100%	To be checked as per the accounting policy of the company and applicable GAAP with all necessary supporting documents
2	Ledger and sub ledger scrutiny	Monthly	100%	1) In addition to offering your comments on various schedules specific attention is drawn on deposits made by the Unit and availability of documents in support and yearly confirmation from the agencies to be reported. 2) Action taken on recovery of the amount due to the company.
F	Stores			
	Verification of posting of Receipt vouchers (SRV/RV) and Issue Vouchers (IV) in bin card	Quarterly	100%	Compliance of valuation norm in line with the policy of company.
2	Scrutiny of non-moving items of stores.	Yearly	100%	1) Detail report explaining causes leading for accumulation of non-moving stores in the previous year to be submitted by September. 2) Further consumption from this.
3	Check of receipt voucher pricing (particularly of imported consignment)	Quarterly	100%	Test check once in each quarter.
4	Verification of issue price of capital items	Quarterly	100%	To verify and ensure that capital items are not issued at average price.
G	Works contracts including shipping contracts			

1	Work orders	Post audit - Monthly	100%	To list out work orders placed in violation of purchase procedure and DoP.
2	Final bill of all contracts	Post audit - Monthly	100%	
3	All civil works, electrical maintenance contracts, mechanical and other misc. contracts	Post payment audit Monthly	100%	
4	All shipping contracts	Post payment audit	100%	
5	Recovery and deposit of TDS and works tax etc.	Monthly	100%	To verify that taxes at source has been recovered as per the stipulated rate and deposited with the appropriate authorities on time.
H	Miscellaneous			
1	Capital procurement including expansion programme	Monthly		To verify capital job value exceeding Rs.2.00 lakhs
2	Royalty	Monthly		All permitted deductions are taken in to consideration in computation of royalty.
3	Sales of scrap and discarded assets	Monthly	100%	Whether Unit is making necessary TDS and TCS on all the transaction
4	Guest house expenses	Monthly		Review and report
5	Deposit of statutory dues within stipulated time	Monthly		submit information in format used for tax audit purposes
6	List of assets discarded and held for disposal exceeding three years	Half yearly		Report to be submitted
7	Items wise undisputed statutory dues outstanding for more than six months at the close of financial year	Quarterly		Report to be submitted
8	Item wise disputed statutory dues along with amount and forum where it is pending	Quarterly		Report to be submitted
9	Suspense account	Monthly		Review and report

10	Analysis of factory and administrative over heads	Quarterly	15% of transactions	Review and report
11	Feed back on capial expenditure	Quarterly	CAPEX exceeding Rs.25 lacs	Obtain feedback on actual exp. Vis-a-vis CBA as projected in Capital budget proposal
I	Final accounts :			
1	Verification of schedules	Yearly	100%	To ensure that detail schedule is prepared by the Unit.
J	Physical Verification			
1	Physical Verification of Fixed Assets			Physical verificaton of FA at opening of FY by end of November & for additions during the year latest by 15th April
2	Physical verification of Stores and Spares	Yearly		
3	Physical Verification of Finished goods, Intermediates, Work-in-progress, DWUP/SMP output, raw sand purchased from Societies, HUP, output	Quarterly	100%	

4.

SCHEDULE OF PRICES

Lot No	Description / Scope of work	UOM	Qty	Rate per unit a	GST in % b	Total $a+(a*b/100)$
1	Annual fee of Internal Audit works as per scope of work.	year	1			

- Tax should be mentioned in % only
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.

FORMAT – I

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be executed on Stamp paper not less than Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)
(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ OSCOM unit of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

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

Dated the _____ day of _____ 2017

_____ Bank

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

Bank's Common seal

FORMAT – II

BG FORMAT FOR SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

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 _____ OSCOM unit of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

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

Dated the _____ day of _____ 2017

_____ Bank

PERFORMANCE BG FORMAT

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 _____ OSCOM unit of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being ____% (_____percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

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

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

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

Dated the _____ day of _____ 2017

_____ Bank

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

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ 20__ between M/s INDIAN RARE EARTHS LIMITED (hereinafter referred to as contractee) and M/s _____ (hereinafter referred to as contractor, which expression shall include its successors and assigns) of the other part, WHEREAS the contractee is desirous that certain work should be carried out Viz _____ as envisaged in the Tender No: _____ and contractee has accepted a Tender by the contractor “ _____”.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of contract (GCOC).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - 1 Work Order (WO)
 - 2 Letter of intent (LOI)
 - 3 Contractors tender letter no. _____ dt. _____ to the extent accepted by IREL
 - 4 Special Conditions of contract.(SCOC)
 - 5 Technical Specifications
 - 6 General Conditions of contract. (GCOC)
 - 7 Invitation to Tender (NIT)
3. In consideration of the payments to be made by the contractee to the contractor as hereinafter mentioned, the contractor hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
- 4 The contractee hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract.
5. The contract will be deemed to have been entered into at Indian Rare Earths Limited, Matikhalo- 761045 (Ganjam) and all cases of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Chatrapur Court, Ganjam District (ORISSA). The contract shall be governed by the Indian Law for the time being in force.
6. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS our hands this _____ day of _____ 20__.

Signed by the said in the presence of

Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

Contractor (at Matikhalo Dist-Ganjam, ORISSA)