



TENDER ENQUIRY (RFQ)

<p>HINDUSTAN COPPER LIMITED (A Govt. of India Enterprise) Malanjkhand Copper Project Malanjkhand</p> <p>Malanjkhand Balaghat - 481116 Tel No.: 91(0) 7637 257013 / 257018 Fax No.: 91(0) 7637 257032 / 257038 e-mail : mcp_pur@hindustancopper.com GST No : GST Number Not Present For the First Party Registration !!!</p>	<p>Enquiry No. : 14882 Date: 22-JAN-20 Deptt.:- CONTRACT CELL, M&C DEPARTMENT Email : ankita_s@hindustancopper.com Issues by.:- ANKITA SINGH, DY.MGR. (E/M&C) Last Date & Time for Tender Submission: 04-FEB-2020 15:00:00 Place of submission: CONTRACT CELL, M&C DEPARTMENT Date & Time of Tender Opening: 2020/02/04 15:30:00 Note To Supplier: Single-Bid E.M.D (Rs.): Nil Drawn in favour of : HINDUSTAN COPPER LIMITED MALANJKHAND PAYABLE AT:- SBI MALANJKHAND/ IOB CHARTOLA SECURITY DEPOSIT (%): 5 PBG (%): NIL Duration of Contract : 10 Days Cost of Tender Document (Rs.): NIL</p>
<p>To,</p>	
<p>Reference : Enquiry No. : 14882 Date: 22-JAN-20</p>	

Subject:- **Physical Verification Of MCP Inventory Items**

Dear Sirs,

Sealed tenders are invited on behalf of M/s Hindustan Copper Limited **Malanjkhand Copper Project** for the work as per details given below. The offer should be as per terms and conditions given in the tender document.

Sl.No.	Item Code	Description of Work	Unit	Quantity	Place of Work
1	905178321	PHYSICAL VERIFICATION OF MCP INVENTORY ITEMS	NUMBER	1	HCL-MCP

Important Instructions:-1. Rates quoted should be FIRM & Final and no special clause, terms & condition should be added in this regard. The rates quoted should be fixed for the entire period of the contract and inclusive of all taxes and duties. However, service tax will be payable extra as per rules prevailing at the time of placement of work order.

2. Tender document can be obtained from the office of **ANKITA SINGH, DY. MGR. (E/M&C)** on payment (if chargeable)

3. All the attached documents like terms and conditions, scope of work, (along with duly filled techno-commercial requirements and price bid formats etc.) should be duly signed in each page and should be submitted along with offer. If not bidding, please return enquiry documents along with regret letter. Please specify reference number (i.e. RFQ no.) in all future correspondence.

SPECIAL TERMS & CONDITIONS

1. SCOPE OF WORK & COMPLETION OF JOB

i) Physical verification of Stores & spares of HCL, MCP Central Stores to be conducted by the appointed firm. (Approximate number of items 2500)

The Physical balance has to be verified with Cardex at Main Stores vis-à-vis Stock in System (ERP). The balance figure, as on date has to be considered for this purpose. List of items will be provided by Materials & Contracts. Discrepancies, if any, to be reconciled and necessary details of rectification entries to be



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passed by the unit has to be made out separately and given along with your report. The format of report will be as follows:

Sr. No	Code No.	Description of item	Card Balance	ERP Balance	Physical Balance	System Surplus	System Shortage	Value (Rs.)

ii) The entire assignment including submission of final audit report to be started immediately completed within a period of one month from the date of award of contract.

To carry out the above job, suitable manpower and necessary number of computer/Laptop has to be deployed by you for completion of the job within the stipulated time.

The detailed programme is to be worked out based on the scope of work.

2. SUBMISSION OF REPORT

The firm has to submit 3 (three) copies of the final report to Head of MCP (Materials & Contracts) **by end of February 2020**. It may please be noted that the draft report should be discussed and finally accepted by Head of M&C (Materials & Contracts) department before submission of final report.

3. REMUNERATION AND ALLOWANCES

You are requested to quote your consolidated fees in Indian rupees. The remuneration includes all your charges for carrying out the physical verification of Stores & Spares at MCP Central Store. Discussion with our officers at Unit for writing of reports, typing or any other matter related to physical verification, and etc.

4. PAYMENT OF FEES.

Payment of fees and reimbursement of expenses will be made by MCP, after receipt of the final report within 30 days.

5. All working papers created in the course of job will be the property of the company and handed over to Materials & Contracts Dept., at the time of submission of the final report.

6. Giving one month's notice on unsatisfactory performance may terminate this appointment.

7. Any dispute shall be mutually settled and the decision of MCP Project Head of the company will be final and binding.

8. Please return the copy of the tender document fully signed and stamped as a token of your acceptances of all the terms & conditions.

9. Offer received by FAX, open mail shall not be considered.

10. For smooth conduct of physical verification, party has to make own necessary arrangement like pen drive, laptop etc., at MCP- Central Store for timely completion of job.

11. SUBMISSION OF TENDER:

Tender should be submitted in a sealed envelope super scribing as follows -

Enquiry No. HCL/MCP/CS/VERIFICATION/LTE/2019-20 dt.22.01.2020 for appointment of Chartered /Cost Firm for physical verification of stores & spares in HCL/MCP

Last date & time of submission of offers 04.02.2020 at 3.00 PM.

Due date & time of opening of offers 04.02.2020 at 3.30 PM.

The tender sent by post should be addressed to the following office:



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Central Receipt & Dispatch Section
Administrative Building
C/o DGM (M&C),
Hindustan Copper Limited, Malanjkhanda Copper Project
P.O. Malanjkhanda - 481116
Dist: Balaghat (M.P)

Tender delivered by hand should be dropped in Tender Box of Central Dispatch Section in Administrative Building only.

The tenders may be sent through Regd. Post of Courier at the above address or hand delivery, so as to reach on or before the due date & time of submission.

Bidder has to put their signature and seal of their firm on each page of the offer. And accept the above-mentioned terms and conditions and submit our tender accordingly.

12. OPENING OF TENDERS:

Received offer shall be opened in the presence of authorized representative of respective bidders, who wish to be present. The date and time of opening of the offer is as mentioned above in Point 11

13. Hindustan Copper Limited, Malankjhand Copper Limited, reserves the right to reject any or all the tender (s) without assigning any reasons whatsoever or to divide Tender between more than one Tender(s) or reduce the tendered quantity at the sole discretion of HCL. All late/incomplete offers are liable for rejection.

GENERAL TERMS & CONDITIONS

1. RATES:

The price shall remain FIRM, FIXED and binding till complete execution of ordered quantity. Price quoted should be on FOR destination basis i.e. MCP / Central Stores. The price should be quoted on CPP Portal on uploaded BOQ only. Please give the break up the rates such as basic rate, packing, forwarding, GST Tax in the given format, freight charges, insurance, etc. Rate of discount if any to be indicated clearly in your offer.

2. SECURITY DEPOSIT:

5% of the basic value of contract has to be deposited within 15 days from the date of receipt of LOI/Work Order as security deposit by way of Bank guarantee or demand draft as per prescribed format of HCL/MCP in favor of "Hindustan Copper Limited", payable at State Bank of India, Malanjkhanda branch or Indian Overseas Bank, CHARTOLA which should be valid upto total contract period plus 03 Month, however it should have provision for further extension. Payment of bills will not be made till deposit of SD. SD will be returned after completion of total job as mentioned in the Scope of Work on producing Certificate from Engineer In charge. SD will not carry any interest. EMD of successful bidder will be returned after submission of Security Deposit. EMD will not carry any interest.

3. VALIDITY OF OFFER:-

Your offer must be valid for a period of **90 days**, from the date of opening of tender.

4. RISK CONTRACT:-

The work has to be completed as per the terms and conditions of the work order and in case the party could not complete the work, HCL/MCP reserves the right to get the job done through other agency at your risk and cost and Security deposit will be forfeited.

5. SUBMISSION OF BILL:

The bills for the work carried out by you shall have to be submitted to user department in TRIPLICATE for endorsing by the engineer-in-charge.

6. PAYMENT: -

The contractor shall submit monthly R.A. Bills after completion of each month to the Engineer-in-Charge. Engineer-in-Charge shall check & certify the bills and then forward the same to Finance Department for



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release of payments. 100% payment will be made within 30 days through E-Payment after receiving of the bills by engineer in charge in triplicate with all necessary documents.

7 . TAXES & DUTIES

(a) All Statutory Taxes and duties shall be paid extra as applicable on the prevailing rates at the time of execution of the Contract. However no TDS will be deducted against the valid TDS exemption certificate.

(b) GST reimbursed as per the prevailing rate against the production of documentary evidence toward the GSTIN registration certificate.

8. CANCELLATION/AMEND/RESCIND OF WORK ORDER:-

HCL/MCP reserve the right to cancel, amend and/or rescind the order at any stage or part thereof at any time without assigning any reason and the party will have no claim whatsoever.

9. TERMINATION: -

HCL/MCP reserves its absolute right to termination this contract or part thereof at any time without assigning any reason thereof and the party will have no claim whatsoever.

10. INSPECTION :-

Our Engineers/ Engineer-In charge on completion of the work will inspect and if any shortfall noticed and pointed out by him during the inspection the same has to be rectified by you on FOC basis.

11. ENGINEER IN CHARGE:-

For this work an Engineer In charge will be nominated by HCL/MCP and you may contact him for further guidance and other related matter of this work/contract. You are required to carry out the work according to his instructions and his decision shall be binding on you.

12. ACCEPTANCE OF OFFER:-

HCL/MCP does not bind them to accept the offer and also reserves the right to accept the offer/s in part or in full and to reject any or all tenders without assigning any reasons thereof. HCL/MCP also reserves the right to distribute the same work amongst more than one party at their discretion.

13. DEDUCTION OF TAXES:

Income Tax, etc., as applicable, shall be deducted at source from the R.A bills of the contractor. The GST will be extra at the applicable rates prescribed by the concerned Govt. Department at the time of R/A bills. *The party should have valid GST registration for claiming Goods and Services Tax.*

14. SUBLETTING OF CONTRACT:-

No part of the contract nor any share or interest therein shall in any manner or degree be Sublette directly or indirectly to any persons, firm or corporation, without the written consent of HCL/MCP.

15. ACCIDENT OR INJURY TO WORKMEN:-

The owner HCL/MCP shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury or death to any workmen or other person in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the owner against all such damages and compensation and against all claims, demands, proceedings cost, charges and expenses whatsoever in respect of or in relation thereto.

16. SECURITY REGULATIONS:-

The contractor and their representative shall abide by all the rules and regulations of Security Agencies in MCP in all stages of work emanating from this contract. All the vehicles of contractor and persons engaged in the operation shall be subject to security check by our security agencies on duty. The contractor shall arrange necessary entry passes from security agencies sufficiently in advance.HCL shall not be responsible for any delay caused in issue of such passes.

17. INDEMNIFICATION:-

The successful bidder shall indemnify HCL/MCP against all losses /damages caused to their personal equipment /installations/material at every stage of operation of the contract. Soon after award of contract the contractor will have to give understanding on a stamp paper of requisite value to this effect within a week's time.



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18. LIQUIDATED DAMAGES:-

- a) Time is the essence of the contract. Liquidated Damages may be levied against suppliers/contractors in case of delay in supply of material/execution of contract beyond the date of delivery / completion of job specified in Purchase Order / Contract.
- b) In case the contractor fails to complete the work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ 1/2% per week of the delay subject to a maximum of 5% of the total awarded value of the category (Excluding Tax). L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.
- c) Extension of delivery / contract period may be granted at the discretion of the competent authority.
- d) The extension of delivery / contract period when granted shall be subject to the following conditions:
- e) No increase in price shall be granted if the same takes place during the extended period, despite a variation clause in the order but reduction, if any, shall be availed of.
- f) Any increase / decrease in taxes and duties on account of statutory increase / decrease fresh imposition of any duties or taxes which take place during the extended period shall be admissible / availed of, provided it is CENVATABLE / setoff is admissible against these levies.
- g) If it is in the interest of HCL to ensure completion of supply / execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delay are not attributable to HCL.
- h) If the delay in completion of supply / execution of job is attributable to HCL, or due to a Force Majeure event , then Competent Authority may consider waiving of LD, provided the occurrence of the event is informed by notice to HCL, immediately thereof.

19. EVENTS OF DEFAULT :-

The following events shall be termed as Events of Default:

- a) If the Insurance provider shall not execute the contract in the manner as stipulated in the Contract or if it, in the opinion of HCL:
- b) Does not execute the contract in conformity with the provisions of the Contract, or
- c) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- d) Fails to carry on and execute the Contract to the satisfaction of HCL or
- e) Commits or permits any other breach of any of the provisions of the Contract (on the part of the Insurer to be performed or observed) or persists in any of the above mentioned breach of the Contract for fourteen (14) days, after notice in writing shall have been given to the Contractor by HCL requiring such breach to be remedied, or
- f) Abandons the Work(s), or
- g) During the continuance of the Contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction; or
- h) Does not perform as per the agreed programme submitted by the Contractor.

20. TERMINATION DUE TO EVENTS OF DEFAULT:-

- a) If HCL decides to terminate this Contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the Contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this Contract by issuing Termination Notice, and to appropriate any Security, if subsisting.
- b) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however the contractor fails to remedy/cure the underlying Event of default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Security, if subsisting.



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21. FORECLOSURE OF CONTRACT FULL OR IN PART:-

- a) If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Person-in-Charge shall give 10 days notice in writing to that effect to the Contractor, provided that:
- b) In the event, any such action is taken by HCL, the Contractor shall be paid full amount for the up to date quantum of Work executed at Work Site as per billing schedule under the relevant items of Work under this Contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the Work to the full extent because of the foreclosure.

22. FORCE MAJEURE EVENTS :-

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance/execution under the contract. Provided also that such performance/execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist, and the decision of HCL as to whether the performance has been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

23. AMICABLE RESOLUTION :-

- a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.
- b) Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.
- c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.



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24. ARBITRATION:-

All question(s), dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 2015 and the provisions there under , and the award made in pursuance thereof shall be binding on the parties.

(a) The Arbitrator will be appointed within 30 Days of reference to arbitration. A sole Arbitration will be nominated by the Chairman-Cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 2015 Act, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartially in the proceedings. In case of a dispute of very high value, the dispute may be referred to an arbitral tribunal, consisting of an Arbitrator nominated by both parties each and one arbitrator appointed by both the above arbitrators.

(b) In the event of such an arbitrator to whom the matter is originally referred , being transferred or has vacated his office because of retirement , or resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it.

(c) The duration of proceedings and the fee structure will be governed by the 2015 Act. The venue of the arbitration shall be Kolkata only. The award of the arbitrator shall be final and binding on the parties. Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the Court of
Dist. Balaghat [MP] .

(d) Subject to the above, the provision of Arbitration and conciliation Act , 2015 and the rules there under and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.

Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the Courts situated in Balaghat District of Madhya Pradesh only.

25. The Offer against these tenders from supplier to whom LTE has been issued shall only be considered.

Offer from any other party shall be treated as unsolicited. However, whoever is interested to be registered a supplier of these items, should email at the address given at the top of this enquiry.

26. No mobilization advance will be given by HCL/MCP.

27. The Corrigendum, if any shall be given only at our website www.hindustancopper.com

28. Jurisdiction: - Any cause of action arising out of this contract shall come under the sole jurisdiction of the District Court of Balaghat, Madhya Pradesh.

PLEASE GO THROUGH THE ENQUIRY CAREFULLY AND YOUR OFFER MUST BE IN LINE WITH THE TERMS AND CONDITIONS ENUMERATED ABOVE AND NO CLAUSES SHOULD BE LEFT WITHOUT ANSWERING.

Very truly yours

For and on behalf of Hindustan Copper Limited
Office of ANKITA SINGH, DY.M. (E/M&C)



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SCHEDULE OF QUANTITY

Name of the work:- **Physical Verification Of MCP Inventory Items**

<i>SN</i>	<i>Item Code</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
1	905178321	PHYSICAL VERIFICTION OF MCP INVENTORY ITEMS	LumpSum	1		

Total Rate
(Rs.) _____

Total Rate in Words

GST (Rs.) _____

Grand Total on FOR Destination Delivery
(Rs.) _____

(Seal & Signature of the Bidder)

Date