

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-07-2023 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-07-2023 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Mines
<b>Department Name/विभाग का नाम</b>	Hindustan Copper Limited
<b>Organisation Name/संगठन का नाम</b>	Hindustan Copper Limited
<b>Office Name/कार्यालय का नाम</b>	Kolkata Corporate Office
<b>Item Category/मद केटेगरी</b>	Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit
<b>Contract Period/अनुबंध अवधि</b>	3 Year(s) 6 Month(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**Additional Scope of Work:**[1686038646.pdf](#)

### Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit ( 2 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Domain Name	Banking & Insurance
Resource Profile	Internal Audit
Certifications	As per SOW
Qualification	CA , ICWA
Years of Experience	1-3
Deployment location	As per SOW

Specification	Values
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Mohammad Usman	333504, Khetri Copper Complex, Khetrinagar, Dist- Jhunjhunu, Rajasthan-333504	2	<ul style="list-style-type: none"> <li>Number of months for which service to be hired : 36</li> </ul>

**Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Domain Name	Banking & Insurance
Resource Profile	Internal Audit
Certifications	As per SOW
Qualification	CA , ICWA
Years of Experience	1-3
Deployment location	As per SOW
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Pinaki Mohan Sutradhar	393110, Plot No 747, GIDC Mega Estate, P.O. Jhagadia, Dist.- Bharuch, Gujrat-393110	1	<ul style="list-style-type: none"> <li>Number of months for which service to be hired : 36</li> </ul>

## Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit ( 2 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Domain Name	Banking & Insurance
Resource Profile	Internal Audit
Certifications	As per SOW
Qualification	CA , ICWA
Years of Experience	1-3
Deployment location	AS per SOW
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Rajendra Nath Garai	700019, Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019	2	<ul style="list-style-type: none"> <li>Number of months for which service to be hired : 36</li> </ul>

## Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
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Specification	Values
<b>Core</b>	
Domain Name	Banking & Insurance
Resource Profile	Internal Audit
Certifications	As per SOW
Qualification	CA , ICWA
Years of Experience	1-3
Deployment location	As per SOW
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Lalit Mohan Joshi	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	1	<ul style="list-style-type: none"> <li>Number of months for which service to be hired : 36</li> </ul>

#### Non IT Professional Service (version 2) - Banking & Insurance; Internal Audit ( 2 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Domain Name	Banking & Insurance
Resource Profile	Internal Audit
Certifications	As per SOW
Qualification	CA , ICWA
Years of Experience	1-3
Deployment location	As per SOW
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Pradip Mahanto	410208, Talaja Copper Project, Plot No E-33 to E-36, MIDC Area, P.O.- Talaja, Dist- Raigad, Maharashtra-410208	2	<ul style="list-style-type: none"><li>Number of months for which service to be hired : 36</li></ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Additional Terms and Conditions (ATC)**

- Hindustan Copper Limited (HCL), a public sector undertaking under the administrative control of the Ministry of Mines, Government of India, having its registered office at Tamra Bhawan, 1, Ashutosh Chowdhury Avenue, Kolkata – 700019, invites online bids through GeM Portal from practicing Chartered Accountant/Cost Accountant or a Firm / LLP of Chartered Accountants/Cost Accountants registered with the Institute of Chartered Accountants of India/the Institute of Cost Accountants of India, meeting the pre-qualification criteria as stipulated below, for empanelment to conduct Internal Audit in respect of (i) HCL Corporate Office (**CO**), Kolkata (West Bengal) & Indian Copper Complex (**ICC**), Ghatsila (Jharkhand), (ii) Khetri Copper Complex (**KCC**), Khetri Nagar (Rajasthan), (iii) Malanjkhand Copper Project (**MCP**), Malanjkhand (Madhya Pradesh), (iv) Talaja Copper Project (**TCP**), Talaja (Maharashtra), and (v) Gujarat Copper Project (**GCP**), Jhagadia (Gujarat), from which 5 Audit Firms will be selected initially for a period of one FY (2023-24) with provision for extension of two further terms of one FY each, subject to satisfactory performance at the sole discretion of HCL at same rate, terms and conditions. The selected Auditors have to conduct half yearly audit.
- Further, the Internal Auditor selected for HCL Corporate Office (Kolkata) and ICC (Ghatsila) will conduct audit of Regional Sales Office – East (**RSOE**) and Regional Sales Office – South (**RSOS**) at Kolkata and also act as **Lead Auditor**; the Internal Auditor selected for KCC (Rajasthan) will conduct audit of Regional Sales Office – North (**RSO**) at Delhi and the Internal Auditor selected for TCP (Maharashtra) will conduct audit of Regional Sales Office – West (**RSOW**) at Mumbai.
- Pre-Qualification Criteria (ATC)
  - Practicing Chartered Accountant/Cost Accountant or Firm / LLP of Chartered Accountants/Cost Accountants registered with the Institute of Chartered Accountants of India/ the Institute of Cost Accountants of India with minimum 10 years' experience as on 01.01.2023.
  - Experience of the Firm in conducting Statutory/Internal Audit in PSU/Govt. Companies including concurrent audit in PSU Banks, Large Companies with annual turnover of at least Rs. 100 crore.

iii. The Audit Firm must have its Head Office (HO) or Branch Office located as under:

- For conducting audit in CO, RSO(E), RSO(S) & ICC, must have HO or Branch office in Kolkata;
- For conducting audit in KCC & RSO(N), must have HO or Branch office in Delhi, Gurgaon, Noida, Faridabad or Ghaziabad;
- For conducting audit in MCP, must have HO or Branch office in Raipur, Nagpur or Bhilai;
- For conducting audit in TCP & RSO(W), must have HO or Branch office in Mumbai;
- For conducting audit in GCP, must have HO or Branch office in Ahmedabad, Vadodara, Surat or Bharuch.

4. All supporting documents regarding Application Format mentioned below, such as Firm Profile, Constitution Certificate, Certificate of Practice, Membership Certificate, Mark Sheets / Certificate of IPCC / Inter Examination, Appointment letters and Statement of Accounts etc., duly signed with seal must be enclosed. In absence of documentary evidence, no marks will be accorded to a particular criterion, without assigning any reason.
5. The bidder must submit a declaration along with the application that all the terms and condition of tender has been accepted unconditionally.
6. Overwriting / corrections/erasing and use of white ink should be avoided. However, if any correction is inevitable, the same should be authenticated with signature and seal.
7. The complete offers including Application Format, indicating current status as on date of submission of tender, should preferably be typed in the letter head of the firm.
8. The complete tender document shall be available on HCL's website at [www.hindustancopper.com](http://www.hindustancopper.com) and GeM portal at <http://gem.gov.in> for downloading and submission of offer. The bidders have to check corrigendum, if any, uploaded against the tender from time to time on GeM portal and submit their bids in case of any change in their offer due to the corrigendum before the final bid submission date/time. The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the tender document from website.

**9. There will be no physical/manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.**

10. The offers have to be submitted online through GeM Portal. The bidder has to get them registered on the above portal and follow the procedure laid therein for submission of offer. The On-line Bidder Registration is free of cost and one-time activity only.

11. Details of Tender:

1	Subject of Tender	Appointment of Internal Auditors for a period of 3 years [2023-24, 2024-25 & 2025-26]
2	EMD	Not Applicable
3	Security Deposit	Not Applicable

**12. The bidders, in their own interest, are requested not to wait till last**

moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, strike, bandh etc. The Company shall not be responsible, if bids could not be uploaded due to such local problems at the bidder's end.

**13. The interested bidders may obtain further information/clarification, if any, from the office as under:**

**Sr.Manager (Finance)**

**Hindustan Copper**

**Limited**

**1, Ashutosh Chowdhury Avenue**

**Kolkata-700 019**

**West Bengal**

**Phone No.: 9928003970**

**E-mail address: naveen\_d@hindustancopper.com**

**INSTRUCTIONS TO BIDDERS**

**1. Communication:**

The bidder must provide complete address, fax number, corporate e-mail id and mobile number.

**2. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and online submission of bid and the Company will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**3. Extension of due date of Tender:**

HCL reserves the right to extend the due date of tender as deemed fit by issue of corrigendum through HCL website and GeM Portal.

**4. Language:**

The language of the bid shall be English. All documents enclosed should also be in English language. In case the original document is in a different language, self-attested English translation with signature and stamp of the authorized signatory of the bidder shall have to be furnished.

**5. Letter of Bid (LOB):**

The format of Letter of Bid (LOB) as mentioned below will be downloaded by the bidder and will be printed on Bidder's letter head and duly Signed by a person competent and having the "Authority"/



“Power of Attorney” to bind the bidder. Scanned copy of such a “Signed & Stamped with the seal of the company” LOB along with “Authority”/ “Power of Attorney” is to be uploaded during bid submission. This will be the covering letter of bidder for the submitted bid.

The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by HCL with NIT document, then the bid may be liable for rejection.

**6. Evaluation of Bids:**

(i) After opening of the bid, the documents submitted by firms will be downloaded and shall be put up to the evaluating Committee. The Committee will examine the uploaded documents against information/declarations furnished by firms online. If it confirms to all of the information/declarations furnished by the firm online and do not change the eligibility status of the firm, then the firm will be considered eligible for next level.

(ii) Bids which have not been submitted with valid documents will not be considered for further evaluation.

(iii) After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidders by the evaluation Committee. The Firm will get this information through E-mail id/Gem Portal.

It will be the Firm’s responsibility to check the updated status/information in their e-mail/GeM Portal after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail/GeM Portal will not be accepted as a reason of non-submission of documents within the prescribed time. The firm will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period.

(iv) The offers will be evaluated in accordance with the criteria mentioned below (**Bid Evaluation Criteria for engaging Internal Auditors for HCL Units & Offices**) on the basis of documents uploaded by firm online. The firm is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of offer.

(v) In case the Firm fails to submit requisite documents online as per tender document or if any of the information/declaration furnished by firm online is found to be wrong by Committee during evaluation of scanned documents uploaded by firm, which changes the eligibility status of the firm, then his bid shall be rejected.

(vi) It is responsibility of Firms to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

7. HCL reserves the right to verify the documents uploaded by the firm with the original, if necessary. Bidder has to submit the originals to HCL on demand.
8. The offer should be submitted strictly as per the terms & conditions laid down in the Bid document, failing which the offer will be liable for rejection. No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviations of the tender terms are liable for rejection.
9. HCL reserves the right to reject or accept or withdraw the tender in full or part, as the case may be, without assigning any reasons thereof. No conditional offer will be accepted.
10. HCL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the bidder.
11. All notices to the bidders shall be sent by e-mail/GeM Portal only during the process of finalization of tender by HCL. Hence the bidders are required to ensure that their corporate e-mail id is provided / updated during the registration of vendor with e-procurement portal. Bidders are also requested to indicate their valid corporate e-mail id and mobile no. of authorized representative for communications through e-mails (if any).
12. No modification of the bid or any form of communication with HCL or submission of any additional documents, not specifically asked for by HCL, will be allowed and even if submitted, they will not be considered by HCL.

## AUDIT FEE:

### 1. Location-wise Half Yearly Fee to Audit Firms:

Audit Firm	Audit Locations	Half Yearly Audit Fee (Rs.)
<b>I (Lead Audit Firm)</b>	CO, RSO(E) & RSO(S)	36,800/- (Rs.43424 including GST)
	ICC	55,200/- (Rs.65136 including GST)
<b>II</b>	MCP	64,400/- (Rs.75992 including GST)
<b>III</b>	KCC	55,200/- (Rs.65136 including GST)
	RSO (N)	9,200/- (Rs.10856 including GST)
<b>IV</b>	TCP	46,000/- (Rs.54280 including GST)
	RSO (W)	9,200/- (Rs.10856 including GST)
<b>V</b>	GCP	18,400/- (Rs.21712 including GST)

Lead Audit Firm will be paid an additional fee of Rs. 15,000/- per half yearly (Rs.17700 including GST))audit period of six (6) months for consolidation of all location-wise audit reports along with preparation of an executive summary for giving power point presentation before HCL Board Audit Committee. **All Applicable GST will be paid extra as per laws.**

#### Note:

- I. Bidders need to quote same Half Yearly Audit Fee strictly for the respective Locations as detailed above.**
- II. The above Audit fees will be firm and fixed throughout the Contract period.**
- III. No fees other than above detailed “Half Yearly Audit Fee” shall be acceptable under any circumstances. Such offers (other than the above detailed Half Yearly Audit Fee quoted by the bidder) shall be summarily rejected and no correspondence shall be made/entertained under any circumstances in this regard.**
- IV. Being selection criteria of Audit firms/bidders strictly on the basis of documents uploaded by Audit firms/bidders in Technical Bid and in view of fixed “Half Yearly Audit Fee” as detailed above, the selection of Audit firms/bidders shall be strictly on the basis of evaluation criteria detailed in Bid Document.**

### 2. Travelling Allowance:

Partner/Qualified CA of the Audit Firm shall be entitled for rail fare by AC II Tier/AC Chair Car (wherever applicable from the nearest railway station), and Semi-qualified assistant by AC III Tier/AC Chair Car (wherever applicable from the nearest railway station) on submission of proof of journey. For this purpose, journey will be considered from the Firms' nearest office as per **Para C of Annexure-III** to the place of audit. In case of journey by mode other than rail, TA will be limited to entitled class or actual fare, whichever is lower, subject to production of documentary evidence.

The Partner of the Lead Auditor shall be entitled for economy air fare/1<sup>st</sup> AC rail fare for attending & giving power point presentation before the Audit Committee meeting at the end each half yearly audit period (date of which shall be intimated by HCL) on submission of proof of journey.

### 3. Boarding, Lodging & Local Transport

The Audit team will be provided with free boarding, lodging at Company Guest House at all locations where such facility is available. The Audit team will be provided local transport facility at HCL Units.

#### **4. Payment of Internal Audit Fee:**

Payment of Audit Fees and travelling expenses will be released phase-wise after submission of the reports for that phase and conclusion of Audit Committee meetings for accounts ending 30<sup>th</sup> September and 31<sup>st</sup> March of respective FY. The respective Audit Firms shall submit their bills in original along with all supporting documents, certified copies of attendance sheet of audit teams and stay certificate issued by the Units/CO/RSOs of HCL, as the case may be, to the respective Units/Offices who will in turn verify the bills and submit the same to Internal Audit Department at Head office, Kolkata for release of payment.

#### **FORCE MAJEURE CLAUSE:**

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.

#### **ARBITRATION:**

Any 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.

The Arbitrator will be appointed within 30 days of reference to arbitration. A Sole Arbitrator 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 impartiality in the proceedings. In case of a dispute of very high value, the dispute may be referred to an arbitral tribunal.

nal, consisting of an Arbitrator nominated by both parties each and one arbitrator appointed by both the above arbitrators.

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.

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 Kolkata, West Bengal.

Subject to the above, the provision of Arbitration and Conciliation Act, 1996 and the rules thereunder and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.

#### **JURISDICTION OF THE COURT:**

Only the Court of Kolkata, West Bengal having original jurisdiction to entertain suit shall have jurisdiction to receive and decide any application/applications under the Arbitration and Conciliation Act, 1996 and no other court shall have any jurisdiction whatsoever.

#### **APPLICABLE LAWS:**

The Indian Acts will be applicable in all matters.

#### **OTHER TERMS & CONDITIONS:**

- i) The Audit Firm must not sub-contract the work. Only partners of the firm or employees or qualified associates whose bio data is provided at least 7 days in advance can take up the audit. The firms will have to declare that they are not related with any existing Director and Key Managerial Personnel of the Company.
- ii) The audit team will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy. A Certificate towards maintaining confidentiality is to be provided by each Internal Audit Firm in respect of its Audit Team members before commencement of Audit.
- iii) If progress/performance of the audit team is not satisfactory, the management reserves the right to terminate the appointment of the Firm with prior notice of one month.
- iv) The appointment of Internal Audit Firms shall initially be for one FY (2023-24) with provision for extension of two further terms of one FY each subject to satisfactory performance at the sole discretion of HCL at same rate, terms & conditions.
- v) The Internal Audit Assignment will be terminated and the audit firm will also not be considered for renewal of appointment for Internal Audit in HCL and its units, in the following cases:
  - a. If the Firm obtains the appointment on the basis of false information/false statement.
  - b. If the Firm does not take up audit in terms of appointment letter within one month.

- c. If the Firm does not submit the Audit Report, complete in all respects, as per terms of appointment within the stipulated time.
- d. If performance of the Firm is not found satisfactory.
- e. If any fraud / embezzlement is detected subsequently and not reported by Internal Auditor.
- f. If a Firm is appointed as an Internal Auditor in HCL or any of its units/offices, neither the firm nor any other firm or partners related in any manner will be appointed as Internal Auditor in any other units/offices in HCL.
- g. The Firm has to maintain the confidentiality requirement in terms of professional code of conduct and they shall not appoint/utilize the services of those who are not employee/partner/director of the Firm.
- h. Mere submission of bid shall not confer any legal right/claim for empanelment as Internal Auditor in Hindustan Copper Limited. HCL reserves the right to cancel/restrict/modify the number of Internal Auditor in this empanelment process, if required without issuing any further notice or assigning any reason thereof.

Note 1: The evaluation criteria for short listing will be confidential as these are more of professional judgement based on several parameters as may be decided by HCL Management and cannot be questioned by any person.

Note 2: HCL reserves the right to check the details and to ask for supporting evidence at any time.

Note 3: Disqualification of Auditor as per section 141(3) of the Companies Act 2013 will be applicable.

#### **APPLICATION FORMAT**

Sl. No.	Particulars	Details
1.	Name of the Firm with Registration No.	
	Date of Registration of the Firm	
2.	Registered Office Address & Date of Establishment	
3.	Branch Office Address and Date of Establishment	
4.	Contact No. of the Partner	
5.	Fax No.	
6.	E-mail address and Website	

7.	Name, Membership No. and Date of joining of existing Partner with the Firm having the longest association with the Firm (minimum experience is 10 years for a Firm to be eligible to participate)  Ref.: Selection criteria: Sl. No. 1	
8.	Name and Membership No. of the full time Partners and full time Qualified Persons having more than 5 years' experience in practice in the Firm/Limited Liability Partnership who is in the Firm as on 01.01.2023 and continuing thereafter  Ref.: Selection criteria: Sl. No. 2(A)(i)	
9.	Name and Membership No. of the full time Partners and full time Qualified Persons with more than 5 years' experience in practice in the Firm/Limited Liability Partnership having Diploma in Information System Audit (DISA)/Certified Information System Auditor (CISA)/Diploma in information System Security Audit (DISSA) who is in the Firm as on 01.01.2023 and continuing thereafter  Ref.: Selection criteria: Sl. No. 2(A)(ii)	
10.	Name, Membership No. and joining date of the full time Partners/full time Qualified Persons with more than 5 years' experience in practice with the same Firm as on 01.01.2023 and continuing thereafter  Ref.: Selection criteria: Sl. No. 2(B)	
11.	Name, Membership No. and joining date of full time Qualified Assistants who is an ACA/ACMA having experience of 5 years or less and is working with the Firm as on 01.01.2023 and continuing thereafter  Ref.: Selection criteria: Sl. No. 3	
12.	Name and date of joining of semi-qualified assistants (Inter Chartered/Cost - IPCC/inter - both groups) & is working full time with the Firm as on 01.01.2023 and continuing thereafter  Ref.: Selection criteria: Sl. No. 4	
13.	Year-wise experience of the Firm in conducting Statutory/Internal Audit in last 10 years:  -Name of PSU/Govt. Companies including concurrent audit in PSU Banks  - Other large companies with turnover of at least Rs. 100 crores  Ref.: Selection criteria: Sl. No. 5	

Further, the following documents are required to be submitted online:

1. Self-attested copy of membership certificate of Partners and full time qualified persons issued by Institute of Chartered Accountants of India/Institute of Cost Accountants of India.
2. Self-attested copy of Certificate of Practice of Partners and full time qualified persons issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.

3. Self-attested copy of Registration Certificate of PCA/PCMA/Firm/LLP issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.
4. Self-attested copy of PAN Card of PCA/PCMA/Firm/LLP.
5. Self-attested copy of GST Registration Certificate (if applicable).
6. Self-attested copy of work order issued of Statutory/Internal Audit issued by PSU/Govt. Companies including concurrent audit in PSU Banks. Large Companies with turnover of at least Rs. 100 crore.
7. Self-attested copy of document showing location of Headquarters/Branch offices.

In absence of the above documents the offer will be rejected. The documents uploaded online to the offer must be serially numbered and duly signed by the bidder with official seal.

Date:

Signature with Seal

Place:

Name of the Partner:

Membership No.:

Name of the Firm:

Firm Registration No.

### **Letter of Bid**

To,  
Sr.Manager (Finance)  
Hindustan Copper Limited  
1, Ashutosh Chowdhury Avenue  
Kolkata – 700 019

Dear Sirs,

Sub: Tender No.:

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, M/s. (..... Name of the Bidder Firm) represented by the undersigned, Mr./Ms..... Partner /Legal Attorney / Proprietor /Accredited Representative, submit our offer against the subject tender (description of work.....) vide our offer No.....dated in conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally.

ionally.

3. We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We confirm that until a formal appointment order is issued, this bid together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
8. We confirm that if any information or document submitted is found to be false / incorrect forged/tampered in any way, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues and banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of HCL/Provisions of law in force.
9. We have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.  
OR  
We were banned by the organization named "-----" for a period of -----  
----- year(s) effective from ----- to ----- for ----- (the reasons to be mentioned).

Dated this day of \_\_\_\_\_

\_\_\_\_\_ 2023

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_ Des  
ignation \_\_\_\_\_

Seal \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_



**NOTE:**

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder along with the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped.

**Bid Evaluation Criteria for engaging Internal Auditors for HCL Units & Offices:**

Sl. No.	Criteria	Basis of Marks	Max. Marks
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1	<p>Experience of the Firm:</p> <p>The minimum experience is 10 years for a Firm to be eligible to participate and for having additional experience; they would get marks as shown in the adjoining column. The experience shall be reckoned from the date of joining of an existing partner with the Firm and having the longest association with the Firm.</p>	<p>Above 10 years to 15 years = 5 marks</p> <p>Above 15 years to 20 years = 10 marks</p> <p>Above 20 years = 15 marks</p> <p>(fraction of the year to be ignored)</p>	15
2A (i)	Number of full time partners in practice in the firm/Limited Liability Partnership who is in the firm as on 01.01.2023 and continuing thereafter.	<p>2 marks for each partner who is ACA/ACMA.</p> <p>3 marks for each partner who is FCA/FCMA.</p>	25
2A (ii)	Number of full time partners in practice in the firm / Limited Liability Partnership having Diploma in Information System Audit (DISA)/Certified Information System Auditor (CISA)/Diploma in Information System Security Audit (DISSA) who is in the firm as on 01.01.2023 and continuing thereafter.	2 marks for each partner having DISA/CISA/DISSA	5
2B	Length of association of the full time Partner with more than 5 years' experience in practice with the same firm (who is in the firm as on 01.01.2023 and continuing thereafter)	<ul style="list-style-type: none"> <li>4 marks for each partner above 20 years.</li> <li>3 marks for each partner above 15 years.</li> <li>2 marks for each partner above 10 years.</li> <li>1 mark for each partner below 10 Years but above 5 Years.</li> </ul> <p>(fraction of the year to be ignored)</p>	20
3	Number of full time qualified assistants who is an ACA having experience of 5 years or less and is working with the firm as on 01.01.2023 and continuing thereafter.	2 marks for every qualified assistant	10

4	Number of full time semi-qualified assistants (Inter Chartered/Cost – IPCC/Inter - both groups) & is working full time with the firm as on 01.01.2023 and continuing thereafter.	1 mark per semi-qualified assistant	5
5	Experience of the firm in conducting Statutory/Internal Audit in PSU/Govt. Companies including concurrent audit in PSU Banks, large companies with turnover of at least Rs. 100 crores each year during the last 10 financial years.	2 marks per financial year of audit.	20
	Total Marks		100

**Note:**

- i) In case of tie in the marks scored, firm having seniority w.r.t. “Experience of the Firm” (As per Sl. No. 1 of Selection criteria.), will be preferred.
- ii) **A firm which had been appointed as Internal Auditor in HCL or any of its Units or Offices and served a term of three years (i.e. F.Y. 2020-21 to 2022-23) would not be considered for appointment of Internal Auditor for next three succeeding years (cooling period).**
- iii) A firm, which has been removed from internal audit assignment from HCL or any of its Units or Offices during F.Y. 2014-15 to F.Y. 2022-23, or have been held guilty by the ICAI Disciplinary process/ICWA disciplinary process in the last 10 years or who is under investigation or has been charge sheeted or punished for any legal default with imprisonment will not be considered for appointment of Internal Auditor in HCL and its Units/Offices.
- iv) **The final selection will be based on professional judgement of the appointing authority. The short listed Firms will be asked to make a 15 minutes’ presentation before HCL Selection Committee for consideration which will carry 50 marks based on various professional parameters as may be considered appropriate by the selection authority including infrastructure of office, approach towards audit, usage of specialized audit tools and methodology, professional approach of the main partner and commitment to excellence based on interaction as may be judged and can not be questioned in any manner and will be strictly confidential.** Any attempt to question the selection will be considered as solicitation of assignment and will be referred to ICAI/ICWA for Disciplinary process. The number of shortlisted Firms to be called for making presentation before the Selection Committee would be 3 times of number of vacancies in the descending order of marks with **minimum**

## um qualifying marks of 70.

### Note

- i. Qty. mentioned in Schedule 1 pertains to our 2 Locations i.e. KCC (Rajasthan ) and RSON (Delhi).
- ii. Qty. mentioned in Schedule 3 pertains to our 2 Locations i.e. Corporate Office (Kolkata) and ICC (Jharkhand).
- iii. Qty. mentioned in Schedule 5 pertains to our 2 Locations i.e. TCP (Maharashtra) and RSOS (Maharashtra).
- iv. Bidder may submit their offer for Schedules as per their wish as detailed in Bid Document.  
  
However, Contract will be awarded Single Schedule only (even if Bidder has quoted for more than 1 Schedule).
- v. Fess should be quoted strictly be as per Bid Document which is fixed by HCL and mentioned for each Locations therein. If any bidder quoted for any value (other than fixed fees mentioned in Bid Document), the offer shall be summarily rejected without any further correspondence on this regard.

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**