



**HINDUSTAN COPPER LIMITED**

(Govt. of India Enterprise)

Email: [sarkar\\_s@hindustancopper.com](mailto:sarkar_s@hindustancopper.com)  
[simachalam\\_k@hindustancopper.com](mailto:simachalam_k@hindustancopper.com)  
Fax No: 01593-220038 / 220002  
Tel. No: 01593-220060

Khetri Copper Complex,  
PO.Khetri Nagar-333504,  
Distt: Jhunjhunu (Raj.) INDIA

RFQ No.: 9409

Dated: 18.09.2021

**NOTICE INVITING TENDER**

M/s.....  
.....

**Sub: Out Sourcing for Non-Sensitive Accounts & Taxation related jobs**

Dear Sir,

The DGM (M&C), Khetri Copper Complex, Khetri Nagar, Distt. Jhunjhunu, Rajasthan-333504 invites online tenders under two part system through Government E- Procurement System (**GePNIC**) for above subject work.

Last date and time for acceptance of tender **on line** : -- Date: 09.10.2021 **at 2.30 PM**

Date & time of tender opening **on line** – Date on 11.10.2021 at 3.00PM

**Bid Security Declaration Form: Appendix-I (Filled, Signed, Dated & Stamped should be essentially submitted)**

Scope of work, Special terms & Conditions	:	As per Annexure I.
General terms & Conditions	:	As per Annexure II
Bidder's pre qualification Criteria (PQC)	:	As per Annexure III
Price bid quotation: In the Performa	:	On line through <b>GePNIC</b> , Annexure IV

**(K Simachalam)**  
**DGM (M&C)**

## ANNEXURE- I

A) **SCOPE OF WORK AND QUANTUM OF JOB:-**

S no	Particulars	Item Code	Qty	UOM
1	Maintaining all department ITC details in GSTR-2A format for reconciliation with GST Returns	906330039	4200	Nos.
2	Miscellaneous section manual invoices maintained in GSTR-2A format along with copy of Invoices	906330040	600	Nos.
3	Serially placed invoices & other documents of all the department for monthly application of export refund	906330041	600	Nos.
4	Reconciliation of GSTR-2A with ITC claim in GSTR-3B return	906330042	4200	Nos.
5	Monthly collection of details from department for filing of GST returns and follow up.	906330043	36	Nos.
6	Filing of GST Returns and follow up	906330044	36	Nos.
7	Preparation of Annexure & other documents for GST refund	906330045	3600	Nos.
8	GST invoices for LD and other deductions	906330047	600	Nos.
9	Maintenance of registers for updation of gst payment details	906330046	1500	Nos.
10	Re-checking of techno/price CST recommended by T.C & M&C	906330048	400	Nos.
11	Checking of calculation of estimation made by user deptt	906330049	400	Nos.
12	Checking of schedule rates of draft work order	906330050	400	Nos.
13	Checking of deviation made by user deptt & recommended by M&C	906330051	100	Nos.
14	Checking of calculation of wage escalation verified by user & M&C	906330052	200	Nos.
15	Receipt of RA bills/EMD/SD and update in RA/EMD/SD register	906330053	1500	Nos.
16	Entry in registers for quarter lease rent/EMD/L.P./ Payments/advance to officers	906330054	3360	Nos.
17	Entry in register of vouchers prepared for supplier's /MSME payments/contractors	906330055	3000	Nos.
18	Maintenance of files of old suppliers/contractor and updating their records by filling the relevant documents	906330056	240	Nos.
19	Receipt of B.G. and update in B.G. register	906330057	360	Nos.
20	Record for pending bank mandate database	906330058	600	Nos.
21	Preparation and filing of pension return	906330060	12	Nos.
22	Preparation of MIS to HO for Gratuity	906330061	12	Nos.
23	Checking and processing of pension forms	906330062	1200	Nos.
24	Updation of Manual register for various payments related to P.F	906330063	250	Nos.
25	Maintenance of PF Accounts in Tally	906330064	600	Nos.
26	Data entry for Interest reconciliation	906330065	100	Nos.
27	Issue of PF cheques	906330066	600	Nos.
28	Checking of medical stores bills	906330067	150	Nos.
29	Collection of town bills	906330068	9000	Nos.

30	Preparation of monthly bank reconciliation statement	906330069	24	Nos.
31	Reconciliation of Rent & electricity collection of T/S bill	906330070	24	Nos.
32	Maintain the monthly production report from concentrator plant/KCM/KCC	906330072	52	Nos.
33	Data entries of tax details for filing of returns	906330076	1200	Nos.
34	Monthly updation of attendance of Finance Deptt.	906330074	36	Nos.
35	Preparation of letters and noting's	906330075	1500	Nos.
36	Reconciliation Debtors/Creditors/EMD/SD	906330077	1440	Nos.
37	Indexing of files & there updation	906330078	3600	Nos.
38	Data and creating database of old files	906330079	1800	Nos.
	<b>Job Addition to the existing work</b>			
39	Updation and correction of online KYC for PF and Pension		3000	Nos.
40	Checking RA bills of contractor & follow up with department		3000	Nos.
41	Correspondence and liasoning with EPFO Jaipur for PF and Pension queries		360	Nos.
42	Reconciliation of IUT entries		600	Nos.
43	Maintenance and updation of contract and regular Employees pension record		900	Nos.
44	Preparation of Annexures, documents and other details for annual return and GST audit		3600	Nos.
45	Section wise maintenance and updation of monthly GST & TDS registers		2400	Nos.
46	Daily preparation of manual cheques		600	Nos.
47	Checking RV of suppliers & follow up with department		3000	Nos.

- For the above work team will consist of minimum one qualified CA/CMA/MBA Finance and three commerce graduates. However, the maximum number of staff will be restricted to six(6)
- Deployment of staff for office hours in each section namely i.e. GST, PF& Pension, Costing, Works, Supply order & Bank section. Arrangement of Computer/Laptop for the fulfilment of all the jobs as mentioned in scope of work.
- AGREEMENT:**  
A formal agreement on non-judicial stamp paper of Rs. 100/- to be purchased by the tenderer/contractor at his own cost shall be executed.
- The Contractor shall execute an Indemnity Bond to safe guard HCL's interest in case of accident/other eventualities and shall execute a formal agreement in this regard on a Non Judicial stamp paper of Rs.100/- to be purchased by the contractor in his name in the state of Rajasthan at his own cost from the state of Rajasthan within 7 days of receipt of work Order.
- SCOPE OF MATERIAL TO BE SUPPLIED BY HCL: - Nil
- Shri \_\_\_\_\_ or any other officer nominated in his place will be Engineer-In charge.

**GENERAL TERMS AND CONDITIONS****1. PREPARATION AND SUBMISSION OF BIDS**

On-line Tenders are invited from bidders of tendered items mentioned in the NIT for supply to our Khetri Copper Complex Unit, Khetri nagar, Dist. Jhunjhunu, (Rajasthan.)

You are requested to submit your quotation through, Central Public Procurement Portal (Govt E- Procurement) (CPP) of Govt. of India who is the service provider to HCL, under two part bid system.

**The quotation must be quoted On-line at URL <https://etenders.gov.in/eprocure/app>**

**1.1) The following may please be noted by the bidders:**

- 1) Bidders already having DSC or already registered in CPP for e procurement for tendering in any other organization, can use the same for HCL.
- 2) No Techno-Commercial document is to be submitted offline.
- 3) EMD to be submitted in RTGS/NEFT form only. No DD to be submitted as EMD.

In case of high value tenders, EMD BG to be submitted in hard copy.

- 5) Bidder has to check Corrigendum uploaded against the TE from time to time on cpp portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.

- 6) **For bidders registration or Bid submission Procedure is also available “Bidder Manual Kit” in <https://etenders.gov.in/eprocure/app>**

**1.2) Registration procedure:**

1. Please visit the Link <https://etenders.gov.in/eprocure/app>
2. Click on ‘Online Bidder Enrollment’.
3. Put your Login ID (Enter email address for login id. eg: abc@nic.com. Care may be taken to enter valid e-mail ID. This information will be kept confidential. **The login ID cannot be modified once registered.**)
4. Put your correspondence Id. (Correspondence Email ID can be same as your Login ID.)
5. Put your Mobile Number (Note: As **Mobile** and **Email** are the modes of correspondence, ensure that mobile no and email id provided is correct.)
6. Fill rest of the form containing firm’s details like name, address, PAN etc. to register as bidder. For enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II/ Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

**1.3) Bid Submission Procedure:(Only by bidders having valid Digital Signature Certificate – DSC)**

1. Please visit the Link <https://etenders.gov.in/eprocure/app>
2. Enter your login ID & Captcha
3. Enter password & Captcha
4. Click to DSC Login & enter PIN.
5. Click at ‘Search Active Tenders’.
6. Enter Tender ID & other search criteria & then Click ‘Search’ to search the Tender.
7. Upon finding the desired Tender, click the checkbox to mark the Tender as ‘favorite’.
8. Click on ‘My Tenders’ on left hand side menu panel to find out the favorite Tender list.
9. View the desired Tender by clicking logo under ‘View’ column. Tender details will appear.
10. Scroll down the page containing Tender details.
11. Download the NIT & Bid-of-Quotation (BOQ) from ‘Tender Documents’ section.

Bidder’s Signature

12. Click 'Proceed for Bid Submission' to proceed ahead.
13. Tick 'I Agree' & 'Next' to proceed further.
14. Update personal details & click 'Next' to proceed ahead.
15. Select EMD Exemption status (Yes OR No) & proceed ahead by clicking 'Next'.
16. If No, Click 'Pay Offline'.
17. Click 'Confirm to Pay'.
18. Enter EMD details in 'Specify Instruments for EMD Offline Payment' & save. Click 'Next'.
19. Click 'Submit OID' then click 'Submit Other Important Documents'.
20. Click 'Encrypt & Upload' to upload cover documents.
21. Click folder logo in 'Fee/PreQual/Technical' box to upload technical cover documents.
22. As new window opens, click 'Browse' to select & attach the documents.
23. After selecting the documents, sign & upload them digitally by clicking "Sign & Upload".
24. Click 'Ok' in the message pop-up box to proceed ahead.
25. As window again goes back, click folder logo in 'Finance' box to upload financial docs.
26. As new window opens, click 'Browse' to select & attach the documents (Bid-of-Quotation/ BOQ)
27. After selecting the documents, sign & upload them digitally by clicking "Sign & Upload".
28. Click 'Ok' in the message pop-up box to proceed ahead.
29. Click 'Next' in Bid Submission -> Packet Details window to proceed ahead.
30. View Bid details and scroll down to check the same.
31. If all correct, click 'Freeze Bid' to lock/freeze your offer.
32. Click 'Print Acknowledgement' & 'Print Bid Details' to print the same & keep it for record.

NB: You do not require registering again for different tender enquiries of HCL. Registration on the website is free of cost.

1.4) GePNIC Contact Person:

**Important 1:** For Registration related issues, all tenderers are requested to contact: Mr. SK Imran, Mobile Number: 91 8777791736 or Support e-mail : support-eproc@nic.in

**Important 2:** For Bidding related issues, please call NIC Help Desk Number: 0120-4200 462, 4001 002, 4001 005, 6277 787

**Don't forget to attach the required documents scanned copy at the time of bidding on line through CPP portal as under :**

**Techno Commercial Bid :**

- i) Bid Security supporting document as per clause no. 11 of Annexure-II and given in Appendix-I.
- ii) PQC supporting documents. Experience Certificate, work order/Work orders with completion certificates, Audited balance sheet/Turnover certificate certified by CA.
- iii) Your offer letter on your letter head and
- iv) MII declaration in Appendix III.
- v) Signed copy of our tender document as an acceptance of all NIT terms & conditions.
- vi) GST Certificate and Copy of PAN Card.
- vii) Practicing certificate of CA/CMA/CS

**Financial Bid:**

- i) Bid of Quotation (BOQ) Price bid in the given format. Data to be filled up only in the colour boxes

**2. EXTENSION OF BID:**

The following is predefined Auto Extension of tender due date function in CPP Portal, which would be binding for the tender :

Iteration No.	Bid Opening Date	If total numbers of Bids received is 2 or less
1	On Bid Submission End Date	due date extended by 03 days
2	On First Extended Due Date	due date extended by another 05 days
3	On Second Extended Due Date	Tender will be opened

**Please Note:**

- 1) If no bid is received till third iteration, tender will be scrapped automatically.
- 2) If 3 bids or more are received at any iteration, tender will be opened.
- 3) For Single tender, system will execute auto extension only if no bid is received
- 4) For Limited tender, system will execute auto extension if the minimum number of required bids is not received.

### **3. BIDS:**

- 3.1) **PRICE BID:** Price Bid shall be submitted through GePNIC through Internet. Price bid of Techno-commercially acceptable tenderers ONLY as assessed by HCL shall only be evaluated. The schedule and details of e-procurement event shall be communicated by HCL/Service Provider (GePNIC) to the techno-commercially accepted bidders. **During the online bidding, Price to be submitted in the Price Bid format On-line only.**

**Rating of L1 bidder shall be considered on lowest total quoted value of the work.**

The interested parties should go through Terms and Conditions of the tender before submitting their offer on-line.

- 3.2) The bidders who strictly fulfill the Pre-qualification criteria should only submit their offer on-line in two parts. **The interested Bidders are encouraged to visit the site of work to get themselves acquainted with the site local conditions, nature & extent of the jobs to be executed etc, before submitting their offers**

4. All documents, as required in NIT, to be uploaded at CPPP only. All shortfall documents also shall have to be submitted on line through CPPP/E-Mail only.
5. Offers of bidders submitting irrelevant documents in CPPP against **Required Documents in Techno Commercial Bid** are likely to be rejected.
6. If found, at any stage, that any document/s submitted by a bidder is false or forged, their bid or awarded work order may be cancelled/discontinued at the discretion of HCL.
7. **PREFERENCE TO MAKE IN INDIA:** This bid reserve for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 and as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products/Services. The minimum local content to qualify as a class 1 local supplier is denoted in this tender is 50%.

**Defination:**

- **"Class-I local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50 per cent,"



- **Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item/service procured (excluding net domestic indirect taxes) minus the value of imported content in the item/service (including all customs duties) as a proportion of the total value, in percent.

The bidder shall submit an undertaking as per Appendix III from the authorized signatory of the bidder along with technical bid stating the bidder meets the mandatory minimum LC requirement.

## **8. FACILITY FOR MSME PARTICIPANTS**

- a) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012 & Order 2018].
- b) Declaration of UAM number by MSME bidders on CPP portal is mandatory, failing which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSME order, 2012 & 2018.

## **9. Registration of Udyog Aadhar Memorandum (UAM) Number:** Bidders who have their UAM number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their UAM Number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for the tenders invited electronically through CPPP.

MSME bidders, who have registered their UAM number with CPPP, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME.

MSEs owned by Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by SC/ST.

## **10. CONDITIONS FOR START-UP COMPANIES**

The START-UP entities have to qualify PQC. Quantities can not be splitted.

## **10. TENDER VALIDITY**

The tender should remain valid for a period of 120 days from the date of tender opening.

## **11. EARNEST MONEY/BID SECURITY:**

Bid security declaration form as per Appendix-I must be submitted with tender.

**Submission of offer without filled and signed bid security declaration form will be rejected out rightly.**

## **12. SECURITY DEPOSIT**

- The successful Tenderer shall deposit an amount equivalent to 3% of the Total Work Order Value (Including GST) towards Security Deposit.
- The Interest Free Security Deposit @ 3% of the total work order value in the form of DD/ Bank Guarantee from any Scheduled Commercial Bank except Co-operative and Gramin Bank drawn in favour of "Hindustan Copper Limited", payable at Khetri Nagar / Kolihan Nagar shall be deposited by the contractor before the start of work OR within 14 (Fourteen) days from the date issue of Letter of Intent /Work Order (which ever is earlier). In case of Bank Guarantee, it has to be as per HCL's prescribed format.  
In case the Security Deposit is furnished by way of bank guarantee, it has to be kept valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the contractor, including defect liability period (DLP period). In case of delay in deposit of SD, Interest @ 18% p.a. will be charged/recovered from bills.
- The Performance Security/Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. Performance Security should be refunded to the contractor without interest, after successful performance and completion of the contract in all respects

but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

- The following are exempted from submission of SD

Public Sector Undertakings /Govt. Deptt./Govt. Institutions

- The method of submission of Bank Guarantee is as below:

- The bank guarantees issued by the issuing bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).
- HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.
- The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

STATE BANK OF INDIA as Advising Bank of HCL/KCC

Name and details of Beneficiary	I	Name	HINDUSTAN COPPER LTD/KHETRI COPPER COMPLEX
	II	Address	Khetri Copper Comple, Khetri Nagar, Jhunjhunu, Rajasthan-333504
	III	Area	Rajasthan-333504
	IV	Name of Bank	STATE BANK OF INDIA
	V	Bank A/c No.	51032062450

Beneficiary's Advising Bank, Branch and Address for BG confirmation through SFMS	I	Name of the Bank	State Bank of India
	II	Name of the branch of the bank	Khetri Nagar Branch
	III	MICR Code	333002011
	IV	IFSC CODE	SBIN0031133
	V	Address of the branch of the bank	Khetri Nagar, Jhunjhunu, Rajasthan-333504

- The Successful bidders are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, Khetri Nagar Branch Kolkata (IFSC- SBIN0031133), to aid in the process of confirmation of Bank Guarantee.
- The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in Jhunjhunu/ Jaipur."*
- The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Khetri copper Complex at Khetri Nagar by Speed Post /Registered Post (AD).



**13. FOREFEITURE OF PERFORMANCE SECURITY/SECURITY DEPOSIT:**

13.1 The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

13.2 The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

13.3 Any dues of the Company against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Contractor.

13.4 In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.

13.5 The Performance Security will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor.

**14. SAFETY OF THE LABOURERS**

The contractor shall be fully responsible for the safety of his employees in all phases of the work and shall provide & enforce the safety side customary to the job as may be required under the applicable regulations from time to time. The contractor shall intimate the report of accident, if any occurring in the course of scope of employment within one hour from the occurrence of accident to reporting Officer In- Charge / Engineer In - Charge.

**15. PARALLEL CONTRACT and RISK & COST**

- a) The company reserves the right to award parallel contracts.
- b) In case the contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, The Company reserves the right to award the balance work at his Risk & Cost.
- c) In case the bidder backs out after the bid opening in single bid or after the opening of Techno-Commercial bid/Price bid in two bid system, the bidder may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of notification of this Tender.
- d) In case the contractor fails to start the work after award of work order within time frame stipulated in the work order, the bidder may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of notification of this Tender along with other administrative measures as may be decided by the company including debarment etc.

**16. SUB-CONTRACTS**

No sub-contract is allowed either in part or in whole.

**17. Quantity Variation**

**"HCL/KCC reserves the right to increase/decrease the ordered quantity by up to 10% (*Time & Jobs*) at any time at the same rates and terms & conditions, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been executed in full before the last date of delivery period (or the extended delivery period)." No claim for less work will be entertained.**

**18. Repeat Order:** HCL may place repeat order on the same rate, terms and conditions for additional quantity upto 50% of the original ordered quantity by extending period of contract upto 6 months.

## **19. PRICE VARIATIONS**

Rates given in the contract are firm & fixed. No price escalation will be allowed for any reasons whatsoever during the execution of the work.

## **20. If the quoted price is less than (-) 20% of the estimated price and is considered for placement of order, the party will be asked to justify the rate quoted and proper justification should be recorded, in order to ensure proper execution of work by that L-1 bidder both in terms of quality and quantity.**

## **21. LOSSES & DAMAGES**

Losses & damages caused to the company's assets & goods due to contractor's negligence shall be recoverable from the contractor's accounts bills or any other amount lying with the company, HCL/KCC.

## **22. IDLE LABOUR**

No claim for idle labour under any circumstances shall be entertained by the company, HCL/KCC.

## **23. COMPLETION PERIOD**

Initially the contract is to be completed within a period of 12 months from the date of receipt of work order/LOI whichever is earlier excluding maximum mobilization period of fifteen days.

## **24. JURISDICTION**

The jurisdiction shall be with the courts of Khetri (Raj.) only.

## **25. TERMINATION OF CONTRACT IN FULL OR PART**

If the contractor fails to complete the work or commits default in complying with any of the terms & conditions of the contract, the company HCL/KCC may without prejudice to any other right or remedy by written notice of 7(seven) days, cancel the contract as a whole or part of the contract.

## **26. ARBITRATION CLAUSE**

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, consisting of an Arbitrator nominated by both the 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 Khetri 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 Khetri, Rajasthan.

Subject to the above, the provision of Arbitration and Conciliation Act, 1996 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.

## **27. COMPLIANCE OF CENTRAL & STATE'S ACTS**

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation / claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

**28. CENTRAL & STATE GOVT. RULES & REGULATIONS**

- a) The contractor shall confirm to all the Labour Laws governing the workmen engaged by directly or through a sub-contractor (if terms & condition allow for sub contract) and implement the provision of Contract Labour (Regulation and Abolition) Act 1970, Employee's Provident Funds and Miscellaneous Provisions Act 1952, Mines Act 1952, Factories Act, 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Wages Act 1936, Payment of Gratuity Act 1972, Employee's Compensation Act 1923, Equal Remuneration Act 1976, Motor Transport Workers Act 1961, Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 etc. and all other Acts, applicable Rules and regulations framed there under and also provisions of any other acts as may be applicable to the Owner's premises or his workmen.
- b) The work during its progress can also be inspected by the Chief Technical examiner / Technical Examiner of Central Vigilance Commission or by an officer of Vigilance Cell of HCL independently ab initio / on behalf of the Engineer-in-charge.

**29. FORCE MAJEURES**

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 restriction, 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.

**30. Termination due to Events of Default**

- (a) If HCL decided 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 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 the Performance Security, if subsisting.
- (b) If the Contractor's Proposal to Rectify is submitted within the period of 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 Performance Security, if subsisting.

**31. Foreclosure of Contract Full or in Part**

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 Bidder's Signature

Charge shall give 10 days notice in writing to that effect to the Contractor, provided that, 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 the Contract and in addition, a reasonable amount as certified by the Person 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.

### **32. 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 Article (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 Article (c) below.
- (c) In the event that any Dispute has not been resolved as per the provisions of Article 33(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 Article of Arbitration Clause 26.

### **33. PAYMENTS**

Bill should be submitted by the contractor after completion of work on monthly basis. Payment shall be made within 30 (Thirty) days after submission of the bill completed in all respects by the contractor to the Engineer-in-Charge. However, no claim shall be admissible in case of delay in payment.

**Payment of GST shall be made to the vendors only upon invoices being reflected in GSTR-2A. HCL may incorporate a clause to this effect in the agreements.**

The company shall release the payment due to the supplier electronically. The **e-payment** facility is available under INTERNET mode through State Bank of India (SBI) and **RTGS** presently. The RTGS charges are to be borne by the supplier. The supplier shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail e-payment facility. The prescribed Mandate form is appended /already sent.

**The payment facility through A TReDS Ltd is also available for MSME's firms. Those are interested to exercise the option; they may confirm the same at the time of bidding stage.**

**PLEASE MENTION YOUR E-MAIL ADDRESS IN YOUR OFFER WHICH IS ESSENTIAL FOR E-PAYMENT & post tender communication.**

### **34. SECURITY REGULATIONS**

Contractor and their representatives shall abide by all the Security regulations existing at KCC in all phases of the work emanating from this contract. The workers and other representatives deployed by the Contractor against the job are liable to security check while entering the premises or anytime during the work as long as they are within the premises of KCC. The Contractor will arrange necessary Gate Pass from the HR dept. / Security Section sufficiently in advance. HCL shall not be responsible for any delay caused in issue of gate passes. The workers to be deployed by the contractor should not have anything adverse in their name in the police records. Police Verification Report to this effect in respect of the contractor's workers has to be submitted to the Security department by the contractor for issuance of gate-pass.

### **35. STATUTORY OBLIGATIONS:**

- a) The contractor shall maintain and produce relevant record as per the provisions of the aforesaid act, rules and instructions, on demand from statutory authorities or from the authorized concerning officers of the company and shall also file returns/reports to concerned statutory authorities and any failure on the part of the contractor in this regard will be deemed as violation of the contract.
- b) Persons engaged by the contractor in connection with the performance of the contract, shall be employees of the contractor and there shall be **NO** Employee and Employer relation between the labour engaged by the contractor and HCL/KCC and if any claim shall be lodged against the Principal Employer in respect of non-payment of wages etc. of any description, due from the contractor in the discharge of his duties to his employees, such amount will be recovered from the contractor.
- c) The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owner and to the general public.
- d) The Contractor shall employ such labour on the works of the Principal Employer who have educational qualifications, age, experience and medical standards as per mutually agreed specifications. The Contractor shall be responsible for his workmen, to take attendance of labour, to disburse payment of wages and to do such things as are necessary to maintain discipline among workers. The Contractor shall have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.
- e) The Contractor shall observe all provisions of the Mines Act / Factories Act and rules there under (as the case may be), including in respect of Working hours, Holidays, Rest intervals, spread over, Leave and Over-time to his Contract Labour. All payments, as due and admissible under the law in this respect shall be his sole responsibility.
- f) Contractor shall have to pay all statutory settlement dues like Retrenchment benefits, leave salary, Gratuity and Notice period pay etc. as per applicable labour laws to the eligible manpower engaged by him. Final Bill of contractor will be processed only on submission of documentary evidence in this regard & clearance from HR dept. to the contractor.
- g) Contractor will provide canteen facility and all other welfare facilities like Rest rooms, wash rooms, Drinking water, conservancy and First Aid etc. as per rules under Mines Act / Factories Act / Contract Labour (Regulation and Abolition) Act etc as applicable to his workmen / labours.

### **36. SOCIAL SECURITY ACTS**

#### **DEDUCTION OF P.F., FAMILY PENSION & E.C. Act. Etc.**

The contractor shall comply with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the relevant schemes and all other laws of the land application to the employees of the Contractor (including sub-contractor, if terms & condition allow for sub contract).

Contractors if applicable have to submit the Copy of ECR as proof of deposition of PF & Pension etc. in the respective RPFC.

Those contractor who does not have own PF Establishment code shall deposit PF Contribution in KCC PF Trust and Pension Fund etc. through HCL KCC through bank draft or Banker cheque through HCL, KCC on or before 12th of the following months as per details given below:-

<b>Demand Draft</b>	<b>Pay</b>	<b>On Account of</b>
1	PF Trust, Khetri Copper Complex	15.67% on account of PF + 0.50% admin. Charges
2	Hindustan Copper Limited, Khetri Copper Complex	8.33% Pension Fund + 0.50% EDLI Charges.

In the event of failure on the part of the Contractor to deposit provident fund and pension fund, the company shall recover the same from the bills of the contractor together with any other charges/penalty as applicable leviable for the said default of the contractor and directly deposit the provident fund and family pension with the appropriate authority.

### **37. IR-CLEARANCE**

The contractor is required to contact concerned officer of HR department for obtaining clearance for starting the work and knowing the modality of payment of Provident Fund and Family Pension under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and any other law of the land and also for completing the formalities regarding contractor's labours.

### **38. CLEANING OF AREAS**

The contractor shall be responsible for proper cleaning of the areas mentioned in the scope of work under the direction of Engineer-In-charge and shall be responsible for damage of equipment, etc. which will be recovered from Contractor's Bills/Pending amounts.

### **39. INCOME TAX etc.**

The taxes at source shall be deducted from the payment made to the contractor as required under relevant statutes.

#### **TDS on GST.**

The taxes at source shall be deducted from the payment made to the contractor as required under relevant statutes.

- i) As per Section 51 of the CGST Act 2017 provides for deduction of tax by the Government Agencies including PSUs (Deductor) , from the payment made or credited to the supplier (Deductee) of taxable goods or services or both, where the total value of such supply, under a contract, exceeds two lakh and fifty thousand rupees.
- ii) The subject section which provides for tax deduction at source was not notified to come into force with effect from 1st July, 2017, the date from which GST was introduced. Government has recently notified that these provisions shall come into force with effect from 1st October, 2018, vide Notification No. 50/2018 – Central Tax dated 13th September, 2018.
- iii) The amount deducted as tax under this section shall be paid to the Government by deductor within ten days after the end of the month in which such deduction. The TDS deducted will be made available in Deductees Electronic Cash Ledger, which they may use to pay their future tax liabilities.

As evident from above, It is hereby communicated to all contractors that GST TDS would be deducted from their bills as per GST Law notified by Govt. of India.

### **40. ABSOLUTE INTEGRITY OF THE CONTRACTOR**

The Contractor and his persons shall maintain absolute integrity in carrying out the work, and in case of any act detrimental to the interest of Company(HCL/KCC) including theft of Company's property by the contractor or any of his persons, the contract shall be suspended/terminated without any notice and the balance work shall be executed through alternate sources at the risk & cost of the contractor. In the event of suspension/termination of the work, the contractor shall not raise any claim for the period of suspension/termination nor shall the company be liable to pay for it.

### **41. The contractor is required to submit copy of the PAN & GST Registration number along with the offer.**

**42. GST COMPLIANCE BY CONTRACTOR:**

GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor in accordance with the statutory provisions of the GST Law. Further, the contractor agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

- a) The details of outward supplies made by the contractor to HCL will be uploaded in Form GSTR-1 by 11th of the month following the month/quarter for which the return is to be filed.
- b) Once contractor has uploaded the details of outward supplies in Form GSTR- 1, contractor agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.
- c) Wherever contractor is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor will comply with such e-invoicing requirements.
- d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by HCL, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR- 3B, non-payment of GST charged and recovered, contractor shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance
- e) Notwithstanding any other clause of the tender document the payment to the contractor shall be made only upon invoices being reflected in FOMR GSTR-2A/2B of the relevant month.

**43. INSPECTION**

Inspection will be carried out by Engineer-in-Charge or his authorized representative who shall act as Engineer-in-Charge who shall reserve the right to inspect the work of the contractor and check the quality & workmanship during the execution of the work and shall have the right to stop the work, in case of defective process or poor workmanship is noticed & his decision will be final and binding on the contractor.

**44. WELFARE**

The contractor shall be fully responsible for the welfare and regular payment of his manpower/ employees for this work. The contractor will apprise and show the relevant records maintained by him to Engineer-in-Charge regularly and also to HCL/KCC Industrial Relations department to get IR clearance certificate.

**45. SALARY & WAGES OF CONTRACTOR LABOUR**

The contractor shall pay wages and other benefits to the workers strictly as per Payment of Wages Act, 1936 and Minimum Wages Act 1948. If the contractor fails to clear the due wages of his workers, and HCL/KCC is forced by statute to pay them, a penalty of 24 % of the dues paid to the contractor's workers will be charged from the contractor's pending amount with HCL/KCC. If the default continues for 3 months, the contract will be terminated and wages and other statutory payments to the workers of the contractor will be paid by the Principal Employer, i.e., HCL/KCC, forfeiting the contractor's pending amount with HCL/KCC including Security Deposit. Copy of Wage Register in Form B as per Contract Labour (R&A) Central Rules, 1971, shall be submitted to the HR department with periodic bills.



All payment to be made to the contract labour shall be paid through bank account only and the bank statement is to be submitted along with the bill. Cash payment will not be allowed under any circumstance. The Contractor shall submit bank statements in support of such payment immediately on remittance of the funds. In case of any cash payment of wages due to any unforeseen reason, the same has to be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, framed there under. Wage registers as per Labour Laws shall be compulsorily maintained by the contractor, which should be available at all time.

Overtime payment to workmen for working on Closed holidays as declared by HCL /KCC and on government declared paid Election day will be paid by contractor if called for duty, The payment of wages should be made to the personnel deployed positively within 10<sup>th</sup> day of the succeeding month for which the wages are payable. Wage period shall be from 1st day of the month to the last day of the month. The payment of wages shall not be subject to payment against the contractor's bills by HCL.

The Contractor shall distribute wage slips to the deployed workers as per Contract Labour (Regulation & Abolition) Central Rules 1971.

#### **46. SUPERVISION**

The contractor shall himself supervise the execution of the work or shall appoint a competent authorized representative with the approval of the Engineer-in-Charge to act in his place. The whole responsibility for supervision of the works and the workers employed on the works by the contractor shall rest with the contractor only.

#### **47. PAYMENT OF BONUS**

The provision for payment of bonus to workmen engaged by the contractor/agency will be the contractor's liability & shall be included in the rates. This will be as per Payment of Bonus Act, 1965 & rules there under.

#### **48. SPECIAL WAGES**

The provision for payment of Canteen Allowance to each workman @ Rs. 10.00 per day of his attendance, engaged by contractor / agency will be the contractor's liability & shall be included in the rates.

#### **49. LIQUIDATED DAMAGES**

Time is the essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay liquidated damage @0.5% per week will be levied subject to a maximum 10%. L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.

#### **50. RECOVERY OF SUM DUE**

Whenever any claim arises against the contractor for payment of any sum of money out of or under the order, HCL/KCC Khetri Nagar shall be entitled to recover such sums any time from the contractor under this or any other order of the contractor with HCL.

In case the amount of existing bill is not sufficient for recovery of pending dues, the contractor shall pay to HCL/KCC Khetri Nagar the balance remaining dues immediately.

#### **51. DEMURRAGE/DETENTION CHARGE**

Demurrage / detention charges or any other claims paid by the company for reasons attributed to the contractor shall be recoverable from the contractor's account. The decision of the Engineer-in-Charge in this regards shall be final and legally binding on the contractor.

**52.** The company does not accept any responsibility for delay in work, for any loss to the contractor due to non supply of water, electricity or any other material/service provided by the HCL/KCC.

**53.** HCL reserves the right to reject any or all the offers and award in part or in whole, the contract, at its sole discretion without assigning any reasons thereof.

**54. INSURANCE**

Employees' Compensation Insurance Policy as per Employees' Compensation Act, 1923 shall be accepted as a valid insurance policy and HCL's contribution as a premium to the policy as per Minimum Wages Act, 1948 @per manday has been included in the rate. However, in case of any claim(s) due to any untoward incident which does not come under EC Act, 1923, the expenses will be borne by the contractor. Before commencement of the work, the Contractor must submit a copy of the insurance covered under Employee's Compensation Act 1923 of its employees to be deputed under this Work Order in Human Resource Department and then only they will be allowed to start the work contract.

Valid employee compensation insurance policy of requisite nos. of workmen (Gate pass will be issued to that number of persons only) of Contractor is required to be submitted by the Contractor to the Human Resource Department before starting the Job, which shall cover the employment risk of the engaged employees arising out of and in the course of his employment. Engineer-in-Charge must ensure the same. Gate Pass will be issued to that number of workmen only for which insurance coverage has been obtained by the contractor.

Without Valid Insurance no "Gate Pass" will be issued by the HR Department in the name of any employee of the Contractor. Gate pass will be issued only after appropriate verification of all IR related documents and due signature by the HR Executive.

The risk, cost and consequence of the Contractor's failure to arrange for insurance coverage as specified above shall to be solely to Contractor's cost and account and Principal Employer shall have no liability whatsoever thereof.

**Note:** - Insurance of Contractor is also necessary, for the purpose of issuing him "Gate Pass" and the cost of his insurance premium will be borne by the contractor himself.

**55. NIL CONSIDERATION:**

**'NIL' charges / consideration/nil quoted in any item in price bid shall be treated as unresponsive and will not be considered.**

**56. CONTRACT VALIDITY:** Initially the contract shall be valid for a period of One year from the date of receipt of work order/LOI whichever is earlier excluding maximum mobilization period of fifteen days. However it can be extended, if required on the same rates, terms and conditions at the mutual agreement between the Engineer-In-Charge and the Contractor for the Time Extension Period. *However it can be extended, if required on the same rates, terms and conditions at the mutual agreement between the Engineer-In-Charge and the Contractor for the Time Extension Period/ Qty for Force Majeure applicability (including COVID-19 like scenario), enhancement of quantities or any other reasonable reasons etc.*

**57. ATTENDANCE RECONCILIATION**

Reconciliation of attendance of the contractor's workers shall be jointly conducted and signed by the Contractor and Engineer-in-Charge on a register on daily basis. Attendance in Muster Roll (Attendance Sheet) in Form D as per Contract Labour (R&A) Central Rules, 1971, would be recorded on the basis of the attendance so reconciled. Copy of the Attendance Sheet shall be submitted to the HR department with periodic bills.

**58. ACCOMODATION FACILITY**

The contractor may be provided Company's (HCL/KCC) quarter on chargeable basis (Rent, Electricity & Water etc.) as per availability and policy of the Company as in force during the tenure of the contract, if no any other accommodation has been provided to the contractor under any other contract by the Company.

**59. Conflict of Interest:** The bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of the purchaser's interest. The bidders found to have a conflict of interest are likely to be disqualified.

However a declaration in format attached at Appendix X will be taken from each bidder before price bid opening and submission of this form is must for being qualified.

**60. MEDICAL TREATMENT:**

- i. First-aid facility in case of injury at work site will be provided free of cost at KCC Hospital.
- ii. For all other treatment / medical expenditure, it will be the responsibility of the contractor. The charges of such medical treatment will be borne by the contractor in addition to the various provisions under the Employees Compensation Act, 1923 (as amended up to date).

**61. MEDICAL EXAMINATION**

All persons to be employed by the contractor shall be medically fit; their medical examination shall be carried out by the contractor at his own cost in company's hospital of KCC or any Govt. Hospital.

VALID MEDICAL EXAMINATION / FITNESS CERTIFICATE of each workman of the Contractor is required to be submitted by the Contractor to the Officer In - Charge / Engineer In - Charge before starting of Job.

The Contractor shall ensure that all his workers engaged under the contract shall undergo the PME as per statutory obligation.

Without Valid Medical Fitness Certificate, no "Gate Pass" will be issued by the HR Department to any workman of the Contractor.

**62. HCL management shall immediately be informed in case of any change in the members of the firm/company or its address or in case of any merger.**

**63. The contractor shall not engage any child Labour in any work i.e. less than 18 years of age.**

**64. . Police Verification**

The contractor should produce "**Police Verification Certificate**" from the concerned police station of the labour to be engaged in the contract.

**65. GeM Registration:**

All the bidders are requested to get themselves registered in the GeM Platform for future compliance. Proof, if any may be submitted along with the bids by the bidders."

**66. The Parties who are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the NIT, are not allowed in the Bidding Process.**

**67. INDEMINITY:**

The Contractor shall at all times indemnify HCL/KCC against all claims, damages, compensation etc. that might become payable under the said Employees' Provident Funds and Miscellaneous Provisions Act 1952 and Employee's Compensation Act 1923 and all other labour, industrial and other laws of the land applicable to the employees and workers engaged by the contractor (Including sub-contractor, if the terms & conditions allow).

**68. The Special Terms & Conditions mentioned shall supercede the General Terms & Conditions of the NIT.**

**69. All changes in the NIT including the extension of date of opening etc., if any, would be posted on the website of the company " [www.hindustancopper.com](http://www.hindustancopper.com)" and on CPP Portal , the prospective bidders should keep in touch with the CPP Portal for updates before submitting their bids**

**The Corrigendum, if any shall be given only at our website [www.hindustancopper.com](http://www.hindustancopper.com)**

**BIDDERS PRE-QUALIFICATION:**

Party should full fill following conditions:

1. The bidder should have successfully completed the job work related to accounts and taxation in PSU/Govt. departments or Private company having CIN number during the last seven years ending last day of month previous to the one in which applications are invited :

Three completed similar works each are having basic value not less than Rs 6.85 Lakhs.

OR

Two completed similar works each are having basic value not less than Rs 8.56 Lakhs.

OR

One completed similar work having basic value not less than Rs 13.70 Lakhs.

Similar Work means job work related accounts & Taxation.

(Copy of Documentary proof from the concerned organization for the similar nature of work contract tenure preferably with dates and executed total basic amount on completion is to be uploaded in Techno-Commercial Offer).

2. The average annual turnover should not be less than Rs. 5.14 Lakhs during preceding three years ending 31st March, 2020.  
(The proof of which is to be submitted along with the tender should be duly certified by Chartered Accountant. Turnover certificate/Balance Sheet/Profit or loss Account should be duly certified by Chartered Accountant only is to be uploaded in Techno-Commercial Offer. No other form of turnover certification is acceptable).
3. The bidder should submit the Self Declaration in their Letterhead regarding filing of Income Tax Return, specimen Format provided at Appendix-II with corresponding Income Tax Return (latest) of two Years.
4. Bidder has to submit membership certificate of ICAI/ICMA firm/Company.

**(K Simachalam)**  
**D.G.M. (M&C)**

**Sub: Out Sourcing for Non-Sensitive Accounts & Taxation related jobs**  
**BOQ/PRICE BID (Specimen Format)**

S no	Particulars	Item Code	Qty	UOM	Rate	Total Amount
1	Maintaining all department ITC details in GSTR-2A format for reconciliation with GST Returns	906330039	4200	Nos.	Not to be filled in hard copy.  Rate & Applicable GST percentages are To be filled on-line through Government E-Procurement System (GePNIC)	
2	Miscellaneous section manual invoices maintained in GSTR-2A format along with copy of Invoices	906330040	600	Nos.		
3	Serially placed invoices & other documents of all the department for monthly application of export refund	906330041	600	Nos.		
4	Reconciliation of GSTR-2A with ITC claim in GSTR-3B return	906330042	4200	Nos.		
5	Monthly collection of details from department for filing of GST returns and follow up.	906330043	36	Nos.		
6	Filing of GST Returns and follow up	906330044	36	Nos.		
7	Preparation of Annexure & other documents for GST refund	906330045	3600	Nos.		
8	GST invoices for LD and other deductions	906330047	600	Nos.		
9	Maintenance of registers for updation of gst payment details	906330046	1500	Nos.		
10	Re-checking of techno/price CST recommended by T.C & M&C	906330048	400	Nos.		
11	Checking of calculation of estimation made by user deptt	906330049	400	Nos.		
12	Checking of schedule rates of draft work order	906330050	400	Nos.		
13	Checking of deviation made by user deptt & recommended by M&C	906330051	100	Nos.		
14	Checking of calculation of wage escalation verified by user & M&C	906330052	200	Nos.		
15	Receipt of RA bills/EMD/SD and update in RA/EMD/SD register	906330053	1500	Nos.		
16	Entry in registers for quarter lease rent/EMD/L.P./ Payments/advance to officers	906330054	3360	Nos.		
17	Entry in register of vouchers prepared for supplier's /MSME payments/contractors	906330055	3000	Nos.		
18	Maintenance of files of old suppliers/contractor and updating their records by filling the relevant documents	906330056	240	Nos.		
19	Receipt of B.G. and update in B.G. register	906330057	360	Nos.		
20	Record for pending bank mandate database	906330058	600	Nos.		
21	Preparation and filing of pension return	906330060	12	Nos.		
22	Preparation of MIS to HO for Gratuity	906330061	12	Nos.		
23	Checking and processing of pension forms	906330062	1200	Nos.		
24	Updation of Manual register for various payments related to P.F	906330063	250	Nos.		
25	Maintenance of PF Accounts in Tally	906330064	600	Nos.		
26	Data entry for Interest reconciliation	906330065	100	Nos.		
27	Issue of PF cheques	906330066	600	Nos.		
28	Checking of medical stores bills	906330067	150	Nos.		

29	Collection of town bills	906330068	9000	Nos.
30	Preparation of monthly bank reconciliation statement	906330069	24	Nos.
31	Reconciliation of Rent & electricity collection of T/S bill	906330070	24	Nos.
32	Maintain the monthly production report from concentrator plant/KCM/KCC	906330072	52	Nos.
33	Data entries of tax details for filing of returns	906330076	1200	Nos.
34	Monthly updation of attendance of Finance Deptt.	906330074	36	Nos.
35	Preparation of letters and noting's	906330075	1500	Nos.
36	Reconciliation Debtors/Creditors/EMD/SD	906330077	1440	Nos.
37	Indexing of files & there updation	906330078	3600	Nos.
38	Data and creating database of old files	906330079	1800	Nos.
	<b>Job Addition to the existing work</b>			
39	Updation and correction of online KYC for PF and Pension		3000	Nos.
40	Checking RA bills of contractor & follow up with department		3000	Nos.
41	Correspondence and liasoning with EPFO Jaipur for PF and Pension queries		360	Nos.
42	reconciliation of IUT entries		600	Nos.
43	Maintenance and updation of contract and regular Employees pension record		900	Nos.
44	Preparation of Annexures, documents and other details for annual return and GST audit		3600	Nos.
45	Section wise maintenance and updation of monthly GST & TDS registers		2400	Nos.
46	Daily preparation of manual cheques		600	Nos.
47	Checking RV of suppliers & follow up with department		3000	Nos.

**THE L1 BIDDER SHALL BE DECIDED ON OVERALL LOWEST (TOTAL) QUOTED BASIC VALUE OF TENDER**

- In case, more than one bidder qualifies as L-1 bidders, the bidders shall be invited to submit their revised offer in sealed bid for deciding the L-1 ranking. The quantities cannot be split.

**Bid Security Declaration Form**

Tender No .....

Date: \_\_\_\_\_

To,  
DGM ( M & C )  
Khetri Copper Complex,  
Khetrinagar – 333504.  
Distt. Jhunjhunu ( Rajasthan).

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of notification of this Tender if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the HCL during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_  
(insert signature of person whose name and capacity are shown)

\_\_\_\_\_  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_  
(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of \_\_\_\_\_  
(insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_  
(insert date of signing)

Corporate Seal (where appropriate)



>>To be printed **on your** letter head and to be signed with seal<<

**Annexure: -Declaration under Section 206AB of Income Tax Act, 1961**

**To,**

**M/s .....**

.....

.....

**Subject – Declaration with respect of filling on of Income tax return as provided under Section 206AB of Income Tax Act, 1961**

Sir/Madam,

Following is the Declaration with respect to filing of Income tax return

- 1. Name of the Assesse:**
- 2. PAN of the Assesse:**
- 3. Following income Tax return filing information for last two years.**

<b>S. No</b>	<b>Particulars</b>	<b>Previous Year 2019-20 (A.Y. 2020-21)</b>	<b>Previous Year 2018-19 (A.Y. 2019-20)</b>
1	Filling of Income tax return as per the time limit prescribed under sub-section (1) of section 139 of Income Tax Act,1961( <b>Yes / No</b> )		
2	Date of Filling Return		
3	Acknowledgement Number		
4	Aggregate of TDS and TCS is INR 50,000 or more in each year.		

Enclosure: Copies of ITR of last 2 years

I/ we hereby certify that the declaration made above is true and correct.

Thanking You,

For.....

.....

Name:

Designation,-

**SELF CERTIFICATE TOWARDS LOCAL CONTENT**

Tender No .....

Date: \_\_\_\_\_

To,  
DGM ( M & C )  
Khetri Copper Complex,  
Khetrinagar – 333504.  
Distt. Jhunjhunu ( Rajasthan).

Sir,

This is to certify that we fall in the category of Class I Local Supplier and the Goods/Services offered by us against this tender has the local content equal to or more than 50%. The details of Location(s) at which the Local value addition is made are as under:

Value addition is done at the following location/locations:

Address of Location / Factory/Office:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorized Signatory of Bidder

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**TENDER FORM**

From-

.....

.....

To,

DGM(M&amp;C),

Khetri Copper Complex,

Khetrinagar- 333504,

**Name of work:** \_\_\_\_\_.

Having carefully examined the tender document attached to your Tender no: \_\_\_\_\_ dated \_\_\_\_\_ we offer to complete the work in conformity with all the conditions stated in invitation to tender, instructions, terms and conditions of the contract, technical specifications, drawings, time schedule of completion of work and other tender documents and papers, as detailed in the tender documents.

We understand that the time stipulated for completion of work in all respect mentioned in the “Time Schedule” of completion of work and signed and accepted by us is the essence of the CONTRACT. We agree that in case of our failure to strictly observe the Time of Completion mentioned for work or any of them and to the final completion of the work in all respects according to the schedule set out in the said “Tender Schedule” of completion of work, we shall pay compensation to you, as per provision and stipulations contained in the terms and conditions.

We certify that we have carefully read each and every condition and technical specifications given in this tender document and understood the same, and we confirm our acceptance of the same.

We agree to abide by this tender initially for a period of 120 days from the last date fixed for the receipt of tender by you, and our quoted price shall remain firm and binding on order and us may be accepted at any time before the expiry of that period. We also agree that we shall not withdraw this tender during this period of 90 (ninety) days.

Should this tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of tender document and in default thereof, to forfeit and pay to HCL or its Successors or its Authorised Nominees such sums of money as are stipulated in Conditions contained in tender document together with the written acceptance. We understand that you are not bound to accept the lowest or any tender, without assigning any reason.

We further agree to sign an agreement to abide by the General conditions of contract to be stipulated therein and work according to the specifications acceptable to you for the works. In case of acceptance of the tender by Company, we bind ourselves to furnish the required security deposit as per NIT conditions, to execute the contract document including any guarantee bond, and to commence the work within specified time after receipt of order, failing which of we shall have no abide by the Bid Security Declaration Form and to your awarding the job to a third party at our risk and peril.

Unless and until a formal agreement is executed, this tender together with written acceptance thereof, shall constitute a binding CONTRACT between HCL and ourselves.

Dated this.....day of.....2021

For and on behalf of the contractor

-----

(with seal)

HINDUSTAN COPPER LIMITED  
KHETRI COPPER MINE

**Name of work:** \_\_\_\_\_.

**Name of tenderer:** \_\_\_\_\_

**INFORMATION ABOUT TENDERER**

**1. IN CASE OF INDIVIDUAL:**

- 1.1 Name
- 1.2 Registration details, if any
- 1.3 Date of commencement of business
- 1.4 Permanent Account Number (PAN)
- 1.5 TIN
- 1.5 GST registration number

**2. IN CASE OF PARTNERSHIP:**

- 2.1 Name of Partners
- 2.2 Whether the Partnership is registered or not.
- 2.3 Date of establishment of firm
- 2.4 Permanent Account Number (PAN)
- 2.5 TIN
- 2.6 GST registration number

**3. IN CASE OF LIMITED COMPANY:**

- 3.1 Amount of paid-up capital
- 3.2 Name of Directors
- 3.3 Date of Registration of Company
- 3.4 Permanent Account Number (PAN)
- 3.5 TIN
- 3.6 GST registration number
- 3.7 Copies of the Balance sheet of the Company of the last two years (Latest )

NAME, ADDRESS & SIGNATURE OF THE TENDERER.

**APPENDIX-VI****PROFORMA OF AGREEMENT**

(On Non-Judicial Stamp Paper of Appropriate Value)

CONTRACT AGREEMENT FOR \_\_\_\_\_ DATED... ..2018 (TWO THOUSAND AND EIGHTEEN) BETWEEN M/s .....the town of ..... hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part the Hindustan Copper Limited, hereinafter called the "Owner" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHERE AS:**

A. The Owner being desirous of having provided and executed certain works mentioned enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Condition of the Contract, Special Condition of the Contract, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, agreed variations, other documents as called for Tender.

B. The Contractor has inspected the site and Surrounding of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature and of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract and has examined and considered all other matters, conditions & things and probable and possible contingencies, and generally all the matters incidental thereto and ancillary thereof affecting the execution and completion of work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Condition of the Contract, General obligations, specifications, Drawings, Plans, Time Schedule of Completion of Jobs. Letter of acceptance of tender and any statement of agreed variations with its enclosures, copies for which are thereto annexed form part of this contract through separately set out herein and are included in the expressions "CONTRACT" wherever herein used.

**AND WHEREAS**

The Owner accepted the Tender of the contract for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the "Schedule or Rates") upon the terms and subject to conditions of the the Contract.

NOW this agreement witnessed and it is hereby agreed and declared as follows:

- 1 In consideration of the payment to be made to the contractor for the work to be executed by him the contractor hereby covenants with the Owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform and all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of said works and at the said times and in the manner subject to the terms and conditions or stipulations mentioned in the contract.
- 2 In consideration of the due provision of the said work the owner does there by agree with the contractor that the Owner will pay to the contractor the respective amount for the work actually done by him and approved by the owner at the Schedule Rates and such other sum payable to the

Bidder's Signature

contractor under provision of contract, such payment to be made at such time in such manner as provided for in the contract.

AND

- 3 In consideration of the due provision, execution and completion of the said works the contractor does hereby agrees to pay such sum as may be due to the Owner for the services rendered by the Owner to the contractor, such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the owner’s equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the contractor that the contractor shall have no right, title or interest in the site made available by the Owner for execution of the work or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless and the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge of unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the owner shall have an absolute and unfettered right to take full possession of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and laying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a license similiciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the Owner shall have be entitled to cancel such license at any time without assigning any reason.

In witness whereof the parties have executed these present in the day and the year first above written.

Signed and delivered for and on  
behalf of Hindustan Copper Limited.

Signed and delivered for and on  
behalf of Contractor.

.....

.....

DATE.....  
PLACE:.....

DATE:.....  
PLACE:.....

In presence of witnesses:  
1. ....  
2. ....

.....  
.....

To be submitted in Duplicate (For accounts Holder in other than SBI)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET)  
(For RTGS Facility)

To  
Hindustan Copper Limited  
-----  
-----  
-----

Dear Sir

Sub: Authorization for release of payment due from HCL ----- through Electronic fund transfer RTGS  
(Please fill in the information in CAPITAL LETTERS .Please TICK wherever it is applicable)

- 1 Name of the Party \_\_\_\_\_
- 2 Address of the Party \_\_\_\_\_  
City \_\_\_\_\_ PinCode \_\_\_\_\_  
Pan No \_\_\_\_\_ e-mail I.D \_\_\_\_\_
- 3 Particulars of the Bank \_\_\_\_\_
- 4 Date from which mandate Should be effective \_\_\_\_\_

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			
(9 digit code number appearing on the MICR Band of the cheque supplied by the bank .please attach Cancelled copy of a cheque of your bank for ensuring accuracy of your bank name , branch name and code number)			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the cheque book)			
RTGS/IFSC Code			

I hereby ensure that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advice any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT/ Internet/RTGS.

Place  
Date

Signature of the Party/Authorized Signatory

-----  
Certified that the particulars furnished above are correct as per our records.  
Bank's Stamp  
Date:

( Signature of the authorized Official from the Banks)  
N.B.: RTGS charges if any, is to be borne by the party.



: PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT/ PBG  
(On non-judicial stamp paper of appropriate value)

To  
Hindustan Copper Limited,  
Khetri Copper Complex,  
PO: Khetrinagar – 333 054  
Dist.: Jhunjhunu(Rajasthan)

Dear Sir,

M/s.----- upon being awarded the work of -----  
----- for Hindustan Copper Limited at-----  
----- under tender/LOI/Work Order No.-----approached us with the  
request to furnish Hindustan Copper Limited at----- a Bank Guarantee for Rs.-----  
----- only (Rupees----- only) towards security deposit. At their request  
and in consideration of the promises we ----- have agreed to  
give guarantee as hereinafter mentioned.

1. We-----hereby agree and undertake that if in  
your opinion any default is made by the said M/s.-----  
in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of  
agreement or there is any demand by you against the said M/s.-----  
-----

then on notice to us by you we shall on demand without demur and without reference to the said M/s.-----  
-----immediately pay to you, in any manner in  
which you may direct, the said amount of Rs.-----only (Rupees-----  
only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time  
to time require. Our liability to pay is not dependent or conditional on your proceeding against the said M/s.-----  
----- and we shall be liable to pay the aforesaid amount as and when  
demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against  
the said M/s.-----.

2. You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or  
from time to time the exercise of any of the powers and rights conferred on you under the contract with the said  
M/s.-----

-----and to enforce or to forbear from endorsing any power or rights or by reason of time  
being given to the said M/s.-----which under  
law relating to sureties would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs.-----only (Rupees-----from us  
in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been  
raised by the said M/s.-----and/or that any dispute or  
disputes are pending before any officer, tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of  
dissolution or change or constitution or in solvency of the said M/s.-----  
-----but shall in all respects and for all purposes be binding and operative until payment of all money due to you  
in respect of such liability or liabilities.

5. Our liability under this guarantee is restricted to Rs.-----only (Rupees-----only).  
Our guarantee shall be valid upto----- and we are liable to pay the guaranteed amount or any part thereof  
under the Bank Guarantee only and only if you serve upon us a claim or demand or a suit/action to enforce a claim  
under guarantee is filed against us on or before-----

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the  
undersigned has full power to do under the power of attorney dated -----granted to him by the Bank.

Yours faithfully,

-----  
-----

----- Bank

(Signature of a person duly authorized to sign on behalf of the Bank).

## : INDEMNITY BOND

This bond of Indemnity is made on ..... the day of -by. M/s .....representative of M/s .....(hereinafter called "Contractor" which expression shall include its successors and assigns in favour of M/S:- HindustanCopper Limited, Khetri Copper Complex, P.O. Khetri nagar Distt. JN (Raj.) (hereinafter called the "Hindustan Copper Limited" which expression shall include its successors and assigns.

WHEREAS Hindustan Copper Limited has awarded to the contractor a contract of ..... vide PPO No ..... Dt..... Value of Rs. ....- which has been unequivocally accepted by the contractor resulting in to a valid in Contract" (hereinafter called the said Contract)

WHEREAS in terms of Clause No.\_\_\_\_\_ of Special Condition of Contract forming integral part of the said contract the contractor is required to obtain a license under the contract Labour (Regulation and Abolition Act Rajasthan contract labour regulation and abolition rules) and produce a copy thereof to the Personnel and Administration Department . Through Engineer –In – Charge. For this Purpose contractor is required to fill up Form "A" With bio –data and submit the same to the Personnel and Administration Department through Enginner- In –Charge with his counter signature for the issue of Form –V. On the basis of which the respective labour department shall issue the requisite license to the Contractor

Whereas in terms of Provisions of clause No.\_\_\_\_\_ of General / Special condition of Contract forming integral part of the said Contract all Statutory obligations under applicable relevant labour enactments (including that of Provisions of EPF & Misc. Provisions Act 1952 and Employees Pension Scheme Promulgated there Under) Pertaining to employment of contract labour by the contractor are to be complied with/ discharged mandatory by the contractor , and whereas the contractor has to keep HCL indemnified against all liabilities that may arise on account of any possible lapse on the part of the contractor in compliance of aforesaid / Provisions of law in respect of labour /Workers employed by him.

Whereas after completing the awarded work, the contractor has Submitted his First Bill for the Payment which could not be cleared by HCL on account of non-submission of documentary evidence in the form of labour license , muster Roll , Wage Register , attendance Register etc.

WHEREAS Contractor has intimated that he had deployed hardly SUFFICIENT labours every day and had never deployed more than \_\_\_\_\_ labours on any day in their establishment as such the provisions of contract labour Regulation and Abolition Act do not/ apply on them

AND WHEREAS to enable HCL to release the final bill of the contractor , The Contractor has agreed to execute an indemnity Bond in favour of HCL agreeing to indemnify HCL inn respect thereof.

NOW THEREFORE, THIS INDEMNITY BOND WITNESS AS FOLLOWS:

That in consideration of the HCL agree to release the amount of the First Bill to the contractor , the contractor hereby undertakes to indemnify and keep indemnified the HCL against all losses and claims or injuries or damage to any person or any property what so ever which may arise out of or in consequence of the execution of works and against all claims, demands , proceeding damages costs, charges and expenses whatsoever in respect of or in relation there to.

1. The Contractor shall indemnify HCL against damages, or compensation under the Provisions of Payment of Wages Act, 1936 . The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947. The Employees Provident Fund & Misc. Provision Act 1952 Including Employees Pension Scheme 1995. The Contract Labour Regulation & Abolition Act 1970 or any modification thereof or any other applicable law relating thereof and also against of costs, Charges and expenses of any suit, action or proceedings arising out of the awarded work or against the principal Employer . Further without limiting obligation and liabilities Provided above the contractor shall also indemnify HCL against all claims damages or compensation payable under the workmen's compensation Act 1923.

2. That is clearly understood and agreed by the contractor that non-observance of the obligations under the indemnity bond by the contractor shall inter alia constitute a criminal breach of trust on the part of the contractor and he shall be liable for all legal and penal consequences thereof.

3. That the contractor shall not revoke this bond till it is discharged by HCL in writing.

IN WITNESS THERE OF .....The indemnifier has hereinto set its hand through its authorized on this day month and Year above Mentioned.

WITNESS:-

FOR AND BEHALF OF M/S:-

Sign.----- Name.----- Sign.....Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Address:-----

Sl. No.	PARTICULAR	
1.	You have no controlling partner(s) in common with above qualified bidders.	Yes/ No
2.	You does not receive or have not received any direct or indirect subsidy/financial stake from any of them.	Yes/ No
3.	You have not the same legal representative/agent for purposes of this bid.	Yes/ No
4.	You have not relationship with each other, directly or through common third parties.	Yes/ No
5.	You have not participated in more than one bid in this bidding process, in which the parties are not involved and/or such applicant has not the same authorized signatory for the purposes of this bid as any other applicant or an applicant of such applicant/ bidder is also a member of another applicant/ bidder.	Yes/ No
6.	You or any of your affiliates (i) have not participated as a consultant in the preparation of any document, design or technical specifications of the contract that is the subject of the bid; or (ii) has not been engaged as legal, financial or technical adviser of HCL for this project; or (iii) has not been engaged by the applicant, its member or any of its constituents in any manner for matters related to or incidental to this project during or prior to the bidding process up to the signing of the agreement.	Yes/ No
7.	Such Applicant, its Member (in case of Consortium) or any of the Constituents and any other Applicant, its member or any of its Constituents have not cross HCL interest in HCL; where the direct or indirect shareholding of an applicant, its members or any of its constituents in the other applicant, its member or any of its constituents is less than 10% (ten percent) of its paid up and subscribed shares.	Yes/ No
8.	You or any of your affiliates has not been hired (or is not proposed to be hired) by the employer as engineer (or construction supervision consultant) for the contract.	Yes/ No
9.	No other bidders are too closely related sister companies.	Yes/ No