



HINDUSTAN COPPER LIMITED

(A Govt. of India Enterprise)

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Khetri Copper Complex,

P.O. Khetri Nagar-333504

Distt: Jhunjhunu (Raj.) INDIA

CIN: L27201WB1967GOI028825

Notice Inviting Tender

RFQ No.: 8864

25.11.2020

M/s

Sub: - Appointment of Chartered / Cost Firm for physical verification of Stores, Spares and Fixed Assets as on 31.12.2020 & other associated works related to the verifications.

Dear Sir,

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

Techno Commercial offer including documents sought as per NIT and completed in every respect to be uploaded online at - <https://etenders.gov.in/eprocure/app>.

Last date, time and place for acceptance of tender **on line**: -- Date: **09.12.2020 at 2.30 PM**

Date & time of tender opening **on line** – Date on **10.12.2020 at 3.00PM**

EMD amount: NIL

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 BOQ	:	On line through CPP, Annexure IV

Register yourself on HCL website to see our all Future Tenders.

(P Bhattacharjee)
DGM (Conc.)/M&C

ANNEXURE-I**SCOPE OF WORK****1.0 i) Physical verification of 90% of total value of stores & spares as on 31.12.2020.**

The physical balance has to be verified at Main Stores & site stores with the Price Stores Ledger (PSL). The PSL balance as on 31.12.2020 has to be considered for this purpose. List of items will be provided from KCC. Discrepancies, if any, to be reconciled and necessary details of rectification entries to be passed by the unit has to be made out separately and given along with your report. The format of report will be as follows:

As per main stores		As per site stores		Total as per physical verification		As per PSL		Excess (+) /Shortage (-)	
Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value

Value of Stores & Spares as on 31.12.2020 - Rs. Crore

90% of Value of Stores & Spares - Rs. Crore

Value of 'X' & 'Y' items physically verified - Rs. Crore

ii) Unit/Office to be covered by the successful bidder is as under: **Khetri Copper Complex (KCC) in Rajasthan**

Quantum of Work - Items : **Approx 2800 Nos. (+ / - 10%)**

- iii) Each item of Fixed Asset is to be physically verified with reference to the Fixed Asset Register and other records available in the units/offices as on 31.12.2020. Respective unit/office will provide the required details in this respect as available with them. For identification each asset has to be marked with paint/sticker, to be provided by unit/office, wherever necessary and applicable.
- iv) Reconciliation with Fixed Assets Register and reporting of excess/shortages with reference to the Asset Register. Excess/shortage will have to be identified, scrutinized and reconciled obtaining confirmation from the respective user Departments / offices to such excess/shortage. Necessary adjustment advices have to be furnished by successful bidder for the incorporation in the Asset Register and the accounting thereof.
- v) A complete list of excess/shortage of fixed assets is to be prepared separately giving full details as to the location of such assets, original value, cumulative depreciation as on 31.12.2020, WDV as on 31.12.2020 etc. in respect of the unit/office. This list should form a part of the final report by the successful bidder.
- vi) A complete list of obsolete fixed assets i.e Assets held for sale is to be prepared giving full details as to the location of such assets, book value etc., this will also form part of the final report by the successful bidder.
- vii) Physical verification of Fixed Assets will also cover HCL, KCC Guest Houses.
- viii) The entire assignment including submission of report to be completed within One Month from the date of the acceptance of the work order.

1.1 For above work one audit team will consist of minimum one senior qualified Accountant (either Chartered or Cost), one semi-qualified (either Inter Chartered or Inter Cost) Accountant and Graduate Assistants. However, the maximum number of the audit team will be restricted to 4 (Four) including one qualified partner. Partner will also visit the unit to plan, supervise the work, and discuss the draft report with the Project Head/Finance Head of the KCC unit only once for the report to be submitted.

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

2.0 SUBMISSION OF REPORTS

The successful bidders are required to submit **3 (three) copies** of the final report at KCC Office including separate list as mentioned in Point No. (i) and (ii) under the "Scope of work" within 30

Days from the date of acceptance of work order. It may please be noted that the draft report should be discussed and finally accepted by the unit before submission of final report.

3.0 REMUNERATION AND ALLOWANCES

- i) Bidders are requested to quote consolidated fees in rupees. This remuneration includes all the charges for supervision by the Partner/Consultant, their discussion with our officers at Unit Office at Khetrinagar, and also for writing of reports, typing etc. Evaluation will be made on the basis of fees quoted in this clause excluding GST. GST, if any, shall be reimbursed by HCL.
- ii) For outstation journey AC 1st Class/Air for Partners (maximum 2 Nos.) and AC II tier/1st Class for others are reimbursable (maximum 3 Nos.).
- iii) Guest House facilities along with Fooding at the KCC unit will be made available to you on Free of Cost basis.
- iv) In case hotel accommodation is essential, the same will be allowed at actual in reasonably good hotels/ Guest House for Boarding, Lodging and Fooding on Free of Cost basis.
- v) The company will provide local conveyance in the unit.
- vi) For local movement to our unit office where your firm is situated, no traveling expenses/reimbursement of expenses is payable.
- vii) **TA will be paid from actual place of journey to KCC for the shortest route & back.**

4.0 PAYMENT OF FEES:

Payment of fees and reimbursement of expenses will be made from KCC Office, Khetrinagar as per the HCL standard payment term, i.e. 30 days credit period after receipt and acceptance of the final report.

5.0 All working papers created in the course of job will be the property of the company, i.e., Hindustan Copper Limited (HCL), and be handed over to the Finance Head, KCC at the time of submission of the Final Report.

6.0 Unsatisfactory performance may terminate this appointment any time during period of physical verification for Stores & Spares.

7.0 Any dispute shall be mutually settled and the decision of CMD of HCL will be final and binding,

8.0 Please submit the copy of the tender document duly signed and stamped on each page as a token of your acceptances of all the Terms & Conditions.

9.0 Offer received by FAX, Open Mail shall not be considered.

10.0 Read the tender document carefully before responding to our enquiry.

11.0 In case of any doubt the party may contact AGM (Fin.) for more details.

12.0 Nodal Officer will be Shri R.K.Sahu, Manager (Finance) or any other officer nominated in his place shall be Nodal Officer.

ANNEXURE-II**GENERAL TERMS AND CONDITIONS****1. PREPARATION AND SUBMISSION OF BIDS**

On-line Tenders are invited from bidders of tendered items/services 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 organisation, can use the same for HCL.
- 2) No Techno-Commercial document is to be submitted offline.
- 3) Bidder has to check Corrigendum uploaded against the NIT 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.
- 4) 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.
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) EMD supporting document as per clause no.11 of Annexure-II OR relevant MSME certificate / NSIC certificate etc.
- (ii) PQC supporting documents. Experience Certificate, Relevant valid work order/Work orders with completion certificate, Audited balance sheet/Turnover certificate certified by CA.
- (iii) Your offer letter on your letter head.
- (iv) Signed copy of our tender document as an acceptance of all NIT terms & conditions.
- (v) GST Certificate , PAN, PF Registration, ESI Reg No.(If any)

Financial Bid: 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.

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. No hard copy (except the document of EMD as detailed in point no.4 below) shall be accepted at all. All shortfall documents also shall have to be submitted on line through CPPP only.
3. Offers of bidders submitting irrelevant documents in CPPP against required documents in Techno Commercial Bid are likely to be rejected.
4. 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 & suitable administrative action may be initiated against such erring contractor.

5. 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) The condition of prior turnover and prior experience shall not be relaxed for Startup Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.
- c) 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.

- 6. 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.

7. CONDITIONS FOR START-UP COMPANIES

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

8. OFFER VALIDITY

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

9. In case of termination of the contract by the Contractor, the Company shall have the right to claim damages equal to the amount of contract value.

10. SAFETY OF THE CONTRACTOR'S EMPLOYEES

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.

11. 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 EMD shall stand forfeited.
- d) In case the contractor fails to start the work after award of work order within time frame stipulated in the work order, his EMD shall be forfeited along with other administrative measures as may be decided by the company including debarment etc.

12. SUB-CONTRACTS

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

13. Quantity Variation

"HCL/KCC reserves the right to increase/decrease the ordered quantity by up to 15% (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.

14. PRICE VARIATIONS

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

- 15. 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 such cases, in order to ensure proper execution of work by that L-1 bidder both in terms of quality and quantity, an additional Performance Bank Guarantee, equivalent to 10% of the differential amount of the estimated price and the quoted price shall be deposited by the contractor before the start of work .**

16. 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.

17. IDLE LABOUR

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

18. COMPLETION PERIOD

The work is to be completed in all respect as per specification to the entire satisfaction of the Engineer-in charge, within 30 days from the date of receipt of work order/LOI only excluding maximum mobilization period of fifteen days.

19. JURISDICTION

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

20. 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.

21. 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.

22. 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.

23. 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.

24. FORCE MAJEURES

24.1 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.

24.2 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.

24.3 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 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.

24.4 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 28.4(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 21.

25. 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.

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.

26. 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.

27. INCOME TAX etc.

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

INCOME TAX(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.

28. 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.

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

30. 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.

31. 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.

32. 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.

33. 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 @2% per shift 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. NIL CONSIDERATION:

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

39. CONTRACT VALIDITY: Initially the contract shall be valid for a period of 30 days 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/ Qty for Force Majeure applicability (including COVID-19 like scenario), enhancement of quantities or any other reasonable reasons etc.***

40. DRAWINGS

Drawings if any supplied to the contractor, are the property of HCL/KCC and shall be returned to the company after completion of the contract.

41. 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.

42. 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).

43. MEDICAL EXAMINATION

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

44. 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.

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

46. GeM Registration:

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

- 47. 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.**
- 48. 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).
- 49. The Special Terms & Conditions mentioned shall supercede the General Terms & Conditions of the NIT.**
- 50. 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" and on CPP Portal. The prospective bidders should keep in touch with the CPP Portal for updates before submitting their bids.**

BIDDER'S PRE-QUALIFICATION

Sub : Appointment of Chartered / Cost Firm for Physical verification of Stores, Spares & Fixed Assets as on 31.12.2020 & other associated works related to the verifications

1. Bidder to submit membership certificate of ICAI/ICWAI/ICMAI as a proof of their qualification being suitable for the tendered job.

Bidding Rate & Quantity Schedule

Sub: Appointment of Chartered / Cost Firm for Physical verification of Stores, Spares & Fixed Assets as on 31.12.2020 & other associated works related to the verifications

Sl.No.	Item Code	Description	Unit	Qty.	Amount (Rs.)
1	906330083	Physical verification of Stores & Spares as per Scope of Work point 1 (i) & 1 (ii)	Lumpsum	1	
2	906330084	Appointment of CA/CWA Firms for physical verification of Plant & Machinery / Fixed Assets as per Scope of Work point 1 (iii) to 1 (vii)	Lumpsum	1	
Total					

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

TENDER FORM

From-

.....
.....

To,

AGM(M&C),
Khetri Copper Complex,
Khetrinagar- 333504,**Name of work: Appointment of Chartered / Cost Firm for Physical verification of Stores, Spares & Fixed Assets
as on 31.12.2020 & other associated works related to the verifications**

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 90 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 objection 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.....2020

For and on behalf of the contractor

(with seal)

HINDUSTAN COPPER LIMITED
KHETRI COPPER MINE

Name of work: Appointment of Chartered / Cost Firm for Physical verification of Stores, Spares & Fixed Assets as on 31.12.2020 & other associated works related to the verifications.

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 Service Tax 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 Service Tax 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 Service tax registration number
- 3.7 Copies of the Balance sheet of the Company of the last two years (Latest)

NAME, ADDRESS & SIGNATURE OF THE TENDERER.

PROFORMA OF AGREEMENT

(On Non-Judicial Stamp Paper of Appropriate Value)

CONTRACT AGREEMENT FOR _____ DATED... ..2020 (TWO THOUSAND AND TWENTY) BETWEEN M/sthe 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 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 simpliciter 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:.....

.....
DATE:.....

PLACE:.....

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 Xerox 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 Facility centre

New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai, Trivandrum, Kolkata, Bhubeneshwar, Guwahati, Patna

N.B.: RTGS charges if any, is to be borne by the party.