



HINDUSTAN COPPER LIMITED
Govt. of India Enterprise)

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

Notice Inviting Tender

RFQ No.: 9508

Dated: 30.11.2021

Sub: - **Appointment of Chartered / Cost Firm for physical verification of Stores & Spares as on 31.12.2021 & other associated works related to the verifications.**

Dear Sir,

The Deputy General Manager (M&C), Khetri Copper Complex, Khetri Nagar, Distt. Jhunjhunu invites sealed offers with covering letter on your letter head in Single Part Bid as per the scope of work and terms & conditions given below:

Last date & time of acceptance of **on line** tender: -- **Date 14/12/2021 at 2.30 PM**

Date & time of tender opening **on line** - **Date on 15/12/2021 at 3.00PM**

Bid Security Declaration: As per Appendix-I (Completely filled & signed)

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 CPP, Annexure IV

Yours faithfully,

(K.Simachalam)
DGM (M&C)

SCOPE OF WORK

1. i) Physical verification of 90% of total value of stores & spares as on 31.12.2021.

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 31.12.2021 – 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) The entire assignment including submission of report to be completed within One Month from the date of the acceptance of the work order.

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 5 (Five).

Partner will also visit the unit to plan, supervise the work, and to discuss the draft report with the Project Head/Finance Head of the KCC unit only once for the report to be submitted.

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

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.

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 and 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 our company 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 _____ Designation _____ or any other officer nominated in his place shall be Nodal Officer.

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, Khetrinagar, 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/e procure/app>

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) 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/e procure/app>

Registration procedure:

1. Please visit the Link <https://etenders.gov.in/e procure/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.

Bid Submission Procedure:(Only by bidders having valid Digital Signature Certificate -DSC)

1. Please visit the Link <https://etenders.gov.in/e procure/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.
- As per OM vide No. F.9/4/2020-PPD Dated: 12th. November,2020 issued by GOI, EMD is not applicable, In place of EMD, filled copy of Bid Security Declaration Form need to be submitted online.

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. work orders with completion certificates, Audited balance sheet/Turnover certificate certified by CA.
- iii) The bidder should submit the Self Declaration in their Letterhead regarding filing of Income Tax Return as per Appendix-II
- iv) Your offer letter on your letter head.
- v) Signed copy of our tender document as an acceptance of all NIT terms and conditions.
- vi) GST Certificate and Copy of PAN Card

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:

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.

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. **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.
8. **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.
9. **CONDITIONS FOR START-UP COMPANIES**

The START-UP entities have to qualify PQC. Quantities cannot 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**

No Security Deposit applicable.
14. **SUB-CONTRACTS**

No sub-contract is allowed either in part or in whole.
15. **Quantity Variation**

The quantity as mentioned under the scope of work can be increased or decreased (Maximum by 25%) at the discretion of the company HCL/KCC. No claim for less work will be entertained.
16. **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.
17. **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.
18. **IDLE LABOUR**

No claim for idle labour under any circumstances shall be entertained by the company, HCL/KCC.
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) You shall have observed all the State & Central Govt. Rules, Regulations & Acts wherever applicable.
- 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

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.

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.

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.

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 21.4(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 23.

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.

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 rules and regulations of Security available at KCC in all phases of the work emanating from this contract.

Contract Labour engaged on the job shall be entered in the company premises subject to security check by Security officials on duty. The Contractor will arrange necessary Entry Passes from concerned officials of Security Unit sufficiently in advance. HCL shall not be responsible for any delay caused in issue of such passes.

27. STATUTORY OBLIGATIONS:

The contractor shall have to comply all rules and regulation under Mines Act, Mines Rules and Metalliferous Mines Regulation such as provisions *related to Leave with wages, Health & Safety etc* and various States/Central Govt. Acts etc. Applicable from time to time while working in mining areas/surface areas. The said provisions are illustrative only and not exhaustive. The contractor will ensure all safety measures during the operations. The contractor will be solely responsible for all consequences arising out of and during operation of the contract including payments/ compensation etc to be made under the various statutes / acts of State or Central Govt. etc. issued there under.

28. 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 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.

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. NIL CONSIDERATION:

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

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. ATTENDANCE RECONCILIATION

Reconciliation of attendance of the contractor's persons shall be jointly conducted and signed by the Contractor and Engineer-in - Charge. Engineer-in-Charge must ensure the same. Report of the same will be sent to IR department on monthly basis.

42. 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.

43. 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.

44. No persons below 18 years of age shall be allowed to work.

45. 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."

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

47. 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

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

BIDDERS PRE-QUALIFICATION:

Party should full fill following conditions and submit the documentary evidence along with Techno-Commercial bid:

1. Proof of being a firm under ICAI/ICWAI/ICMAI (Registration certificate of firm/FRN is to be provided)
2. Proof of conducting physical verification of stores & spares/Inventory/Assets or any audit work in any Government Company/Government Department/PSU. Copy of Work Order is to be submitted.
3. Average annual financial turnover should not be less than 20 lakh during last three financial years ending 31.03.2021. Audited balance sheet along with P&L Account/ Turnover Certificate certified by Chartered Accountant/ Copies of GST return is to be provided.

ANNEXURE-IV

Bidding Rate & Quantity Schedule

Name of the Work: **Appointment of Chartered / Cost Firm for Physical verification of Stores & Spares as on 31.12.2021 & other associated works related to the verifications**

Sl.No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Physical verification of Stores & Spares as per Scope of Work point 1 (i) & 1 (ii)	Lumpsum	1		Not to be mentioned here.
Total (in Rs.):					

L-1 bidder will be considered on the basis of total basic value of the all specified work

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)

APPENDIX-II

>>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.**

S. No	Particulars	Previous Year 2019-20 (A.Y. 2020-21)	Previous Year 2018-19 (A.Y. 2019-20)
1	Filling of Income tax return as per the time limit prescribed under sub-section (1) of section 139 of Income Tax Act,1961(Yes / No)		
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,:-