



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3455211
Dated/दिनांक : 02-06-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Hindustan Copper Limited
Organisation Name/संगठन का नाम	Hindustan Copper Limited
Office Name/कार्यालय का नाम	Kolkata Corporate Office
Item Category/मद केटेगरी	Custom Bid for Services - ----
Contract Period/अनुबंध अवधि	1 Year(s) 6 Month(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

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

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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1684408649.pdf](#)

GEM Availability Report (GAR):[1684408661.pdf](#)

Service Level Agreement (SLA):[1684408657.pdf](#)

Payment Terms:[1684408670.pdf](#)

Custom Bid For Services - ---- (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Rajendra Nath Garai	700019,Tamra Bhavan, 1, Ashutosh Chowdhury Avenue, P.B. No-10224, Kolkata-700019	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The following may please be noted by the bidders:

- i. This is a Limited Tender Enquiry (LTE) .
Being LTE, The Offer against this tender from following suppliers/Agencies shall be considered.
 - a. M/s S. Gupta & Co.
 - b. M/s Bandyopadhyaya Bhaumik & Co.
 - c. M/s Guha, Ghosh, Kar & Associates
 - d. M/s S Dhal & Co.
 - e. M/s Chatterjee & Co.
 - f. M/s BBKP & Associates
 - g. M/s Tapas Bhattacharyya & Associates
 - h. M/s J. P & Co.
 - i. M/s K L Jaisingh & Co.
 - j. M/s Mukesh Kumar & Associates

Offer from any other party shall be treated as unsolicited and shall not be considered for further evaluation.

Whoever is interested to be registered a Agency of this service, should fill up the vendor registration form, hosted on HCL's website at www.hindustancopper.com. The normal registration process shall, thereafter be followed for registering the eligible suppliers/vendors/agencies. This information is solely for the purpose of exploring the possibility of enhancing vendor base, wherever required and should not be considered as a purchase enquiry. Purchase enquiry in future may be issued to such suppliers at the sole discretion of HCL, if registered, at the sole discretion of HCL.

Being this is LTE enquiry, HCL reserves the right to consider or not to consider the offers received for further evaluation.

- ii. No Techno-Commercial document is to be submitted offline.
- iii. HCL shall carry out techno-commercial evaluation based on uploaded certificates/documents and supporting documents etc.
- iv. Bidder has to check Corrigendum uploaded against the Tender Enquiry from time to time on GeM Portal and resubmit their bids in case of any change in their offer due to the corrigendum, before the final bid submission date/time.
- v. The Company has the right to open any tender if the bids received are less than required bids or more without assigning any reason thereof.
- vi. Price Bid is to be submitted on line at above website. Price submitted shall be final & binding. Price submission by the bidders in any other form shall be summarily rejected and shall not be considered for further evaluation.

2. **Techno-Commercial Bid:**

- a. Bidder has to submit a copy of Certificate of Practice issued by The Institute of Cost Accountant of India (ICAI)
- b. Statutory requirement such as Registration Certificate of GST and PAN.

- c. Sign and Stamp by Authorized Signatory in all the pages in the Tender.
- d. Copy of Appointment / Engagement letter for Cost Audit of Non-ferrous Metal mining & processing PSU's only executed by the firms, clearly indicating engagement of the firm as Cost Auditor in the company, during the last ten (10) financial years. Copy of work order for each of the Financial Years even if with the same PSU's to be provided.
- e. Proof of Registration of Firm clearly indicating the Registration date and firm registration number issued by ICAI (The Institute of Cost Accountants of India).

NOTE:

- i. Any order resulting from this enquiry shall be governed by the following terms and conditions in addition to those mentioned in order.
- ii. The Company may cancel the enquiry or extend the due date of receipt of quotation.
- iii. The interested parties should go through Terms and Conditions of the tender before submitting their offer on-line.

The Minimum fee for the Cost Auditor will be Rs. 90000/- (exclusive of GST) for F.Y. 2023-24 based on the fees fixed for FY 2022-23 of Rs. 90000/- (exclusive of GST).

Accordingly, The Minimum Price for this bid is mentioned as 106200 (considering 18% GST on Rs. 90000) in Bid Document.

- vi. **The offers shall be evaluated on L-1 basis.** Tender will be awarded only on the basis of L-1 Quoted rate (fee) basis.
- a. In case 2 or more parties have same L-1 ranking and the bids are greater than Rs.106200 - (inclusive of GST) and other conditions are same or rate quoted by two or more Cost Audit firms are equal to Rs.106200 - (inclusive of GST), L-1 will be decided by considering the total number of all the completed Cost Audits of Non-ferrous Metal mining & processing PSU's executed by the firms as detailed as per Serial No. 2 (d) under "Techno-Commercial Bid" during the last ten (10) financial years. The Cost Audit firm having highest total such number of completed/running Cost Audit work orders, will be considered as L-1 for the purpose of award of work. In case the Audit firm has undertaken Cost Audit of a particular PSU for a number of years, each Financial Year cost audit will be considered as a separate audit.
- b. In case even the number of Cost Audits in vi (a) mentioned above are same, then L-1 will be decided on the basis of total number of years completed from the date of registration of the Cost Audit Firm as detailed as per Serial No. 2 (e) under "Techno-Commercial Bid" of NIT.

3. INSTRUCTION TO BIDDERS

- (a) Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED by the bidder with office seal, SUBMITTED ALONG WITH THE OFFER by the bidder/Cost Audit Firm in token of complete acceptance thereof.
- (b) The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Annexures.
- (c) The bid document must be signed by the Authorized Signatory of the Cost Audit Firms.
- (d) The acceptance of Tender will rest with HCL and does not bind HCL to accept lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
- (e) All direct and indirect cost for preparation and submission of Bidder's quotation shall be to

Bidder's account.

- (f) Although all details presented in this bid document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- (g) Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.
- (h) Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline the bid; all documents must be immediately returned to HCL.
- (i) Currencies for bid and payment shall be in Indian Rupees (INR) only.
- (j) The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at KOLKATA having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

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 part (b) below.
- b) Either Party may require such Dispute to be referred to the work in charge of HCL and the Firm for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.
- c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Firm for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

5. ARBITRATION:

- a. 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.
- b. 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 to 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 parties each and one arbitrator appointed by both the above arbitrators.

- c. 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.
- d. The duration of proceedings and the fee structure will be governed by the 2015 Act. The venue of the arbitration shall be Kolkata only. The award of the arbitrator shall be final and binding on the parties. Any dispute, which arises at any point of time out of arbitration, shall have the jurisdiction of the court of Kolkata, West Bengal.

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

- e. HCL may reject any or all the tenders at its own discretion without assigning any reasons whatsoever. HCL also reserves the right to place order for full or for part.

6. FORECLOSURE/ TERMINATION:

(a) If HCL decides to terminate this Contract, it shall in the first instance issue Preliminary Notice to the Firm. Within 15 days of receipt of the Preliminary Notice, the Firm shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Firm's Proposal to Rectify"). In case of non-submission of the Firm'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 Firm's Proposal to Rectify is submitted within the period stipulated thereof, the Firm shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however the Firm 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.

7. Force Majeure :

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

of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

8. Court Jurisdiction/Governing Laws :

For all disputes arising out of this contract, the jurisdiction shall be within the district court of Kolkata, West Bengal in respect of the contracts/orders. The orders shall be governed by the law of land in force.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---