

# हिन्दुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड HINDUSTAN STEELWORKS CONSTRUCTION LIMITED

A Subsidiary of NBCC (India) Ltd. Under the Ministry of Housing & Urban Affairs HO: 3<sup>rd</sup> Floor NBCC Square, Plot No IIIF/2 Action Area - III, New Town, Rajarhat. Kolkata – 700 135 (West Bengal)

# Notice Inviting Tender for Appointment of Cost Auditor

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# HINDUSTAN STEELWORKS CONSTRUCTION LIMITED

A Subsidiary of NBCC (India) Ltd. Under the Ministry of Housing & Urban Affairs HO: 5/1, 3<sup>rd</sup> Floor NBCC Square, Plot No IIIF/2 Action Area - III, New Town, Rajarhat, Kolkata – 700 135 (West Bengal)

e-Mail: <a href="mailto:cpg.kolkata@hsclindia.com">cpg.kolkata@hsclindia.com</a> / Tel. 033-2202-0375/76

CIN: U27310WB1964GOI026118

Date. 04/07/2022

# **NOTICE INVITING TENDER (NIT)**

1.0 HSCL invites offline open tenders from experienced and eligible bidders from reputed CMA firm for "Appointment of Cost Auditor" and as per schedule as under:

<b>Tendering Document No.</b>	HSCL / CPG / HO (Fin) / Cost Auditor / 2022 / 240	
Name of the Work	Appointment of Cost Audit	
Scope of Work	Detailed Scope of Work shall be as per Annexure-I.	
Period of Completion	01 Year	
Earnest Money Deposit	NIL	
Non-refundable cost of Tender	NA	
document		
Non-refundable cost of e-Tender	N/A	
processing fee		
Pre-Tender Meeting & Venue	N/A	
Last date & time of submission	Up to 18.07.2022 15.00 Hours	
Period during which hard copy in original of Letter of Acceptance of	Up to 18.07.2022 15.00 hours	
tender conditions unconditional, and	To: General Manager (Fin)/Comp.	
other documents as per NIT shall be submitted	Address: 3 <sup>rd</sup> Floor NBCC Square, Plot No IIIF/2 Action Area - III, New Town, Rajarahat Kollkata – 700 135	
Submitted	(West Bengal)	
Date & Time of Opening of		
Technical Tender	By 18.07.2020 16.00 Hours	
Validity of offer	90 days from the date of opening of price tender.	

The tender document can be downloaded from website <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> and <a href="https://epublish/app">https://epublish/app</a> and <a href="https://epublish/app">https://epublish/app</a>

#### 2.0 Minimum Eligibility Criteria:

# A. Work Experience:

- i) The Firm shall be selected and entrusted the work of Cost Audit should maintain highest standards of professional competence and ethics. A thorough professional approach towards work, concisely written Audit Report with concrete suggestions, clear & unambiguous approach towards issues of concern and practical solutions to the issues are highly desirable.
- ii) TDS Certificates needed to be submitted with credentials in case the work experience is of Private sector.
- iii) The past experience in similar nature of work should be supported by Work Orders & Certificates issued by the client's organization.

Similar work means "Rendering Cost Audit Services"

Note; The firm engaged as Cost Auditor by HSCL continuously for two years during the last four years is not eligible to participate in the Tender.

#### **B.** General:

- i) Tenderers should have valid GST Registration No. which shall be supported by GST Registration Certificate.
- ii) Tenderers should have valid PAN number.
- iii) Tenderer must have an office in Kolkata and which can be contacted at all time whenever required.
- iv) Tenderer should submit Income Tax Return & Audited Balance Sheet for last 03 (three) completed financial years preceding the date of opening of Tender.
- v) Tenderer should submit the copy of the Firm Registration Certificate with the Institute.
- vi) Tenderer should submit details of the partners so engaged as well as the Article Members present in the firm.
- 3.0 The intending tenderer must read the terms and conditions of HSCL carefully. They should only submit their tender if they consider themselves eligible and they are in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.
- 4.0 The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete / Ambiguous information will be rejected.
  - 5.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.

6.0 Tenders will be opened in presence of tenderers or their authorized representatives.

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened will be allowed duly with the valid authorization of the incumbent.
- 7.0 If the tenderer is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document shall be forfeited.
- 8.0 Notwithstanding anything stated above, HSCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of HSCL. In case, tenderer's capabilities and capacities are not found satisfactory, HSCL reserves the right to reject/cancel the tender.
  - 9.0 The tender documents shall be submitted in a sealed envelope with superscribing the Name of Work, Tender No & Date, Date of opening etc, addressing to the Tender Inviting Authority, Hindustan Steelworks Construction Limited, 3<sup>rd</sup> Floor, NBCC Square, Plot No.111F/2, Action Area-III, New Town, Rajarhat, Kolkata-700135
- 10.0 List of Documents to be submitted:
  - a) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-II) (On Letter Head of the Applicant/ Bidder).
  - b) Affidavit for correctness of Documents /Information (Annexure-III).
  - c) Details of Work Experience Certificates.
  - d) TDS details for Private Sector Projects.
  - e) Power of Attorney of the person authorised for signing/submitting the tender.
  - f) Valid GST Registration Certificate and PAN Card.
  - g) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
  - h) General Information of the Bidder (Annexure IV)
  - i) Format of Application
  - j) Audited Accounts for the last three years.

NOTE: All the submitted documents should be in readable, printable and legible form failing which the Bids are liable for rejection. The document submitted should be **indexed and duly page numbered**.

- 11.0 (a) No Clarification will be sought in case of non-submission of (i) Unconditional Letter of Acceptance and (ii) Affidavit for Correctness of Document/Information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
  - (b) All the submitted documents shall be considered as duly signed by bidder/ authorized representative.

# **12.0 AUDIT FEES:**

- (a) The audit fees is fixed at **Rs. 55,000/- per annum** (Rs. 50,000/ for Audit and Rs.5000/- for XBRL filing) plus applicable GST and reimbursement of Travelling Expenses including Boarding and Lodging, out of pocket expenses as per Company practice.
- (b) Payment Terms: 100% Payment will be made on completion of Cost Audit for the F.Y 2022-23 and filing the XBRL report.
- 13.0 In case of any query, please contact the Deputy Manager (Finance), HSCL, HO / Kolkata, Mob. No. 99997 80835, E mail: piyush.hscl@gmail.com.in during Office hours.

GM(Fin)/Comp HSCL/Kolkata

# **Instructions to Tenderers (ITT)**

1.0	Offline open tenders are invited from experienced and eligible Bidder for "Appointment of Internal Auditor" through CPP Portal.				
2.0	The tender document as uploaded can be seen on website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>				
2.0	or www.hsclindia.com and can be downloaded free of cost.				
3.0	Earnest Money Depost				
	Larnest Work Deposit				
	Not Applicable				
4.0	The documents are to be submitted in the office <b>HSCL/Kolkata</b> before last date & time of submission of				
7.0	tender mentioned in the NIT.				
	tender mentioned in the TVII.				
	The documents shall be opened at HSCL/Kolkata as per NIT.				
	Fig. 5. Committee of the committee of th				
5.0	The tender submitted shall become invalid if:				
	i) The tenderer is found ineligible.				
	ii) The tenderer does not submit all the documents (including GST Registration) as stipulated in				
	the tender document.				
	iii) If any discrepancy is noticed in the hard copies submitted physically in the office of tender				
	opening authority.				
6.0	VALIDITY OF TENDER				
	The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date				
	of opening of tender. If any tenderer withdraws his tender before the said period or issue of letter of				
	acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender				
	which are not acceptable to the HSCL, then the HSCL shall, without prejudice to any other right or				
	remedy, be at liberty to blacklist the tenderer from further participation in the tendering process of the				
7.0	work for a period of 03(three) years.  ACCEPTANCE OF TENDER				
7.0	ACCEPTANCE OF TENDER				
	HSCL reserves the right to reject any or all the tenders in part or full without assigning any reason				
	whatsoever. HSCL does not bind itself to accept any tender.				
8.0	The tenders shall be strictly as per the terms & conditions of contract. Tenders with any additional				
	condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not				
	fulfilled or found incomplete in any respect are liable to be rejected.				
9.0	The witnesses to the Tender shall be other than the tenderer competing for this work and must indicate				
	full name, address, and status/occupation with dated signatures.				
10.0	On acceptance of tender, the name of the accredited representative(s) of the agency who would be				
	responsible for communicating with HSCL personnel for any need shall be intimated by the bidder within				
	a week for issue of Letter of Awards /Work Order by HSCL.				
11.0	The tenderer shall not be permitted to tender for works if his near relative is posted in the Head Office or				
	concerned Unit Office of the HSCL. The tenderer shall also intimate the names of persons who are				
	working with him in any capacity or are subsequently employed by him and who are near relatives to any				
	of the officers in HSCL. Any breach of this condition by the tenderer would render him liable to the				
	withdrawal of the work awarded to him. This may also debar the bidder from tendering for future works				
	under HSCL. For the purpose of operation of this clause a near relative shall mean wife, husband, parents,				
	grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-				
13.0	laws.				
13.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the				
	tenders submitted by the bidders who resort to canvassing will be liable for rejection.				

# 14.0 EVALUATION CRITERIA FOR AUDIT FIRMS

SL No.	Parameter	Selection Criteria	Basis of Marks	Point(s) per criteria	Max. Marks
1	Firm's Experience	Year of establishment of Firms since date of registration with the Iinstitute of Cost accountants of India.	No. of Year since Firm's Registration in the present name.	1 mark per completed Financial Year.	10
2	Partners in the Firm.	Fellow/Associate member	Fellow member of the Institute of Cost Accountants of India associated in the firm.	3 marks for being associated in the firm.	15
			Associate member of the Institute of Cost Accountants of India associated in the firm.	2 marks for being associated in the firm	10
3	Qualified/Semi- Qualified Cost Assistants/Articles	Number of Inter pass Cost in the firm	Name & Qualification of Each Semi-qualified Assistant/managers/Employ ees .	2 Marks per Semi Qualified	10
4	Experience in Central/State PSU	No. of Company Audited		2 Marks per company	10
5	Experience of Construction Industry/Real Estate Sector-Central/State PSU (Other than Point 4 above)	No. of Company Audited having Construction business		5 Marks for Company	15
6	Experience in Private Sector Companies	No. of Companies Audited		2 marks per company	10
7	Experience of Construction Industry/Real Estate sector-Private Sector Companies (Other than Point 6 Above)	No. of Companies Audited having Construction business		5 Marks per Company	15
8		ered Office (HO) in Kolkata			5
		Total Marks	100		100

# 15.0 CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, HSCL and/or its employees/ representatives on matters related to the tender under consideration and that if necessary, HSCL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers. Unless otherwise stated, GCC 2019 of HSCL shall be applicable in this Tender.

**16.0** The decision of MD, HSCL or his authorized nominee in any matter arising out of this tender shall be final & binding.

# **Terms & Conditions of Contract**

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12.0	If any of the terms and conditions provided herein or any direction issued is not complied with or agency is found to have committed any breach thereof, the contract shall be terminated. The decision of HSCL in this regard shall be final.
13.0	VALIDITY: The rates agreed by the Agency and HSCL shall remain valid for a minimum period of 90 (Ninety) days from the date of opening of Tender. which can be extended for further 01 (One) year by mutual consent of both parties. Penalty levied by the government department / statutory body for violation of any norms or regulation shall be sole responsibility of the agency / bidder. HSCL in no way will be responsible for such payments.
14.0	<ul> <li>FINAL EVALUATION &amp; SELECTION</li> <li>The bid shall be evaluated based on the 'Selection Process' mentioned in Clause No 14 of ITT. The highest scorer shall be selected.</li> </ul>
15.0	NOTIFICATION OF AWARD
	HSCL will issue the Letter of Award (LOA) to the successful Bidder and communicate the same through Courier/Fax/email as per details given by Bidder. The said communication will constitute the formation of a Contract.
16.0	FRAUD PREVENTION POLICY
	(A) Commitments of the Bidder
	i) The Bidder shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with HSCL. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of HSCL during their participation in the tender process, during the execution of contract and in any other transaction with HSCL.
	ii) The Bidder shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of HSCL's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.  iii) The Bidder shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  iv) The Bidder shall not commit or allow any employees of HSCL to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder will not use improperly or allow any employee(s) of HSCL, for purposes of competition or personal gain, or pass onto others, any information or document provided by HSCL as per of the business relationship, including information contained or transmitted electronically.  v) The Bidder shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.  vi) The Bidder if in possession of any information regarding fraud/suspected
	fraud, hereby agree and undertake to inform HSCL of same without any delay.  (B) Disqualification from tender process and exclusion from future contracts:  If the Bidder before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of HSCL in any other

form such as to put their reliability or credibility in question, HSCL other than taking recourse available under law, shall be entitled to disqualify the Bidder from undertaking any transaction with HSCL and/or declare the bidder ineligible to be awarded a contract either indefinitely or for a stated period of time.

(c) Damages: If HSCL has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, HSCL shall be entitled to demand and recover from the Bidder/Bidder liquidated damages of the Contract value.

#### 17.0 **HOLIDAY LISTING**

Notwithstanding anything contained in this agreement, HSCL's policy for Holiday Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, HSCL at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

# 18.0 **INDEMNITY**

The successful bidder shall indemnify, defend and hold and keep indemnified, the HSCL from and against all actions, suits, claims costs, liabilities and demands brought or made against the HSCL in respect of any matter or thing done or omitted to be done by the bidder or their employees/representatives in the execution of or in connection with the work or the bidder's performance under this assignment and against any loss or damage to the HSCL in consequence of any action or suit being brought against the bidder or their employees/representatives for anything done or omitted to be done in execution of the Work and the Project coordination services under this assignment, including but not limited to meeting the Project milestones and non-compliance with the applicable laws and regulations. The obligations of the successful bidder under this clause shall survive the termination or expiry of this Contract.

- a) The Arbitration clause is not applicable in this Tender. In case of any dispute, the decision of MD, HSCL is final and binding.
  - b) The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Kolkata Court (s) only.

# 20.0 **TERMINATION**

- a) HSCL reserves the right to summarily terminate the contract due to failure of the agency to provide satisfactory services.
- b) HSCL may at any time by giving one month notice close the contract without any liability, financial or otherwise on itself.
- 21.0 The decision of MD, HSCL or his authorized nominee in any matter arising out of this tender shall be final & binding
- The Terms & Conditions and the procedures laid down should be strictly adhered to. The Company reserves the right to reject any tender without assigning any reason whatsoever.

#### Scope of the work:

The scope of the work is detailed as under:

- a) To conduct Cost audit of the Company in accordance with the provisions of the Companies (Cost Records and Audit) Rules 2014. Cost audit shall be in adherence to the relevant orders/clarification issued by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.
- b) Cost audit team should consist of adequate number of qualified/semi qualified assistants (Cost Accountants) led by a senior partner of the Firm so as to be commensurate with cost audit work requirements.
- Verification and certification of cost preform as /records maintained by the Company as per Companies (Cost Records and Audit) Rules, 2014.
- ii. Verification and certification of annexure to the cost audit report.
- iii. Cost audit firm so appointed shall commence cost audit and submit report as per Companies (Cost Records and Audit) Rules within the time schedule communicated by the Company
- iv. The Cost Audit firm shall ensure e-filing of Cost Audit Report and Annexure to the Cost Audit Report to MINISTRY OF CORPORATE AFFAIRS (MCA), GoI, in XBRL form or in the manner prescribed by the Govt. from time to time, within the scheduled date prescribed by MCA GoI for filing, after the Board of Directors of the Company approves the Cost Audit Report.

#### **ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

Sub: Name of the work & NIT No.:	
Hindustan Steelworks Construction Limited,	
officer flaving power of attorney)	

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this NIT carefully. I/We have downloaded the following documents forming part of the tender document:
  - a) Notice Inviting e-Tender
  - b) Instructions to Tenderers.
  - c) Acceptance of Tender Conditions (Annexure-I)
  - d) TDS details for Private Sector Projects
  - e) Affidavit for correctness of Documents /Information (Annexure-III).
  - f) Addendum/Corrigendum, if any- Duly signed by authorized person
  - g) Pre-bid clarifications, if any
- iv) I/we have submitted the mandatory documents such as cost of e-Tender Processing Fee and other documents as per Notice Inviting e-tender.
- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay HSCL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clause 82 of Clauses of Contract and/or I/we fail to submit performance guarantee as per Clause 02 of Clauses of Contract, I/we agree that HSCL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

	Yours faithfully, (Signature of the tenderer with rubber stamp)
Dated	

# **AFFIDAVIT**

# (To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public)

Affidavit of MrS/oS/o
I, the deponent above named do hereby solemnly affirm and declare as under:
1. That I am the Proprietor/Authorized signatory of M/s
<ol> <li>That the information/documents/Experience certificates submitted by M/s(Name of work)</li></ol>
<ol> <li>I shall have no objection in case HSCL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCL demands so for verification.</li> </ol>
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCL at its discretion may disqualify / reject / terminate the bid/contract and also place under holiday list as per HSCL policy.
I,
DEPONENT Verified atthisday of
DEPONENT ATTESTED BY (NOTARY PUBLIC)

# FORMAT FOR SUBMISSION OF APPLICATION

# 1. DETAILS OF THE COST AUDIT FIRM:

A. NAME OF COST AUDIT FIRM	
B. REGISTRATION NUMBER OF THE COST	
AUDIT FIRM WITH INSTITUTE OF COST	
ACCOUNTANTS OF INDIA :  C. PARTICULARS OF THE FIRM AS	
REGISTERED WITH ICMA:	
i. ADDRESS OF THE FIRM AS REGISTERED	
WITH ICMA :	
ii. ADDRESS OF THE FIRM AT KOLKATA (IF	
DIFFERENT FROM 'I')	
iii. TELEPHONE NUMBER WITH STD CODE :	
III. TELEI HONE NOMBER WITH STD CODE.	
iv. MOBILE NO. OF THE SENIOR PARTNER	
(FOR CONTACT PURPOSE)	
v. MAIL ADDRESS OF THE FIRM :	
vi. WEBSITE OF THE FIRM, IF ANY:	
vii. PAN NO. OF THE FIRM :	
"" COM DECISION AND VIVO OF TWO	
viii. GST REGISTRATION NO OF THE FIRM:	

2	Details	of Partne	re in th	a Firm
<i>Z</i> .	Details	oi Parine	ers in inc	e rirm

Sr. No.	Name Partner	of the	Membership No. with Status (FCMA/ACMA)	Full Time (YES/NO)	Page no of supporting document in Application

3. Details of Qualified/Semi qualified Assistants in the Firm

Sr. No.	Name	Qualification (Inter/Final)	Membership No	Year of Cost Audit Conducted	Page no of supporting document in Application

4. & 6. Details of Experience in Other Sector

Sr. No.	Name of the Company	PSU/PVT Sector	Year of Cost Audit Conducted	Page no of supporting document in Application

5. & 7. Details of Experience in Construction/Real Estate Sector

Sr. No.	Name of the Company	PSU/PVT Sector	Year of Cost Audit Conducted	Page no of supporting document in Application

Signature of the partner with Name & seal of the Audit Firm