



हिन्दुस्तान स्टीलवर्क्स कन्स्ट्रक्शन लिमिटेड
HINDUSTAN STEELWORKS CONSTRUCTION LIMITED
(A Government of India Undertaking) A Subsidiary of NBCC (India) Limited
HO: 5/1, Commissariat Road, Hastings, Kolkata – 700 022 (West Bengal)

Notice Inviting Tender
For
Invitation of Offers for
Appointment of GST Auditor

ISSUED TO: M/s. -----

Month.....

Year.....

I N D E X

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Date. 12/12/2019

NOTICE INVITING TENDER (NIT)

- 1.0 HSCL invites offline open tenders from experienced and eligible bidders for “Appointment of GST Auditor” and as per schedule as under:

NIT No.	HSCL / CPG / HO (Fin) /GST Auditor / 2019 / 128
Name of the Work	Appointment of GST Auditor
Scope of Work	<p>GST Auditor to be appointed for the period of 02 (Two) Financial years starting from Financial Year 2018-19. Scope of work includes the following, but not exhaustive:</p> <p>As per the requirement of GST Act, the HSCL is required to appoint GST Auditor for all its location having registrations in 25 States (Appendix - C) and GST (TDS) registration in 29 Locations (Appendix - D). The appointed Firms/LLPs are required to carry out GST Audit for F.Y. 2018-19 under section 35 (5) of CGST ACT, 2017 read with Rule 80 of CGST Rules, 2017, as amended from time to time, for all Place of Business and Additional Place of Business assigned to them and to issue separate Audit Report/Certificate/Statement in adherence to the relevant orders/clarification issued/prescribed under GST Act for each registration. Entire audit activities are to be carried out for each GSTIN Registration given at Appendix-C. Audit shall be conducted at principal place of business unless specifically mentioned for carrying out the same at any other location. However, if necessary for assignment, auditor may visit the additional place of business falling under relevant GSTIN in connection with the audit.</p> <p>The Auditor will be required to issue GST Audit Report for 25 States including requisite reconciliations and certification of specific, incidental and ancillary records as per the requirements of the GST legislation or any other authority and as per the timelines fixed by the HSCL for timely compliance of the GST legislations besides their (Firm/LLPs) assistance in filing the Annual GST return (GSTR9) for the Company. Further, above audit report shall also be filed electronically as per the provisions of GST Laws by the appointed Firms/LLP. In connection with</p>

	above audit, guidelines issued by Institute of Chartered Accountants of India and/or Institute of Cost Accountants of India, if any shall also be followed by the auditors to have uniformity across the Company.
Estimated Cost	N/A
Period of Audit	02 Years
Defect Liability Period	N/A
Earnest Money Deposit	N/A
Non-refundable cost of Tender document	Rs.5,900/- (Inclusive of GST @18%) (Rupees Five Thousand Nine Hundred only) in the form of DD/P.O from any Nationalized/Scheduled Bank in favour of "Hindustan Steelworks Construction Limited" payable at Kolkata.
Pre-Tender Meeting & Venue	N/A
Last date & time of submission	26/12/2019 by 03.00 P.M
Period during which hard copy in original of EMD, Cost of Tender Document, Letter of Acceptance of tender conditions unconditional, and other documents as per NIT shall be submitted	Up to 26/12/2019 by 03.00 P.M To : CFO Hindustan Steelworks Construction Limited, 5/1, Commissariat Road, Hastings, Kolkata – 700 022 (West Bengal)
Date & Time of Opening of Technical Bid	27/12/2019 by 11.30 AM
Date & Time of Opening of Financial Bid	N/A
Validity of offer	90 days from the date of opening of the tender

The tender document can be downloaded from website <http://www.hsclindia.com/webEnglish/TenderNotification> and <https://eprocure.gov.in/eublish/app>

Corrigendum, if any, would appear only on the website and not to be published in any Newspaper.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

Table - A

Sl. No	Selection Criteria	Minimum Criteria	Basis of Marks	Marks per Criteria	Maximum Marks
1.	Firms/LLPs experience in practice (From date of registration with the Institute of Chartered Accountants/ Cost Accountants of India) as on the last date of submitting Tender.	10 (Ten) Years	No. of Years	3 marks per Year	40
2.	No. of Partners in the Firms/LLPs for not less than 2 years as on the last date of submitting Tender.(The Partners must be holding Certificate of Practice issued by Institute of Chartered/Cost Accountants of India and should be in whole time practice)	5 (Five) Partners Chartered/ Cost Accountants	No. of Partners who are Chartered /Cost Accountants	2 marks for every Partner holding valid certificate of practice	20
3.	No. of Service Tax/VAT/Excise/GST Audit Assignments completed in PSU Companies during last five years by Firms/LLPs. Audit of Bank shall not be counted for above purpose. Audit of each financial Year shall be treated as separate assignment. (GST Audit completed shall be given preferential 2 Marks for each assignment)	5 (Five) Assignment	No. of Assignments	3 marks per Assignment	30

4.	Average Annual Turnover during last three years ending on Financial Year 2018-19.	Minimum Turnover of Rs. 50 Lakh (Fifty Lakhs)	Turnover	5 marks per fifty Lakhs of Turnover	10
				TOTAL	100

Similar work means “Rendering GST Auditor Services”.

B. General:

Table - B

Sl. No.	Selection Criteria	Indicate Experience/other measures
1.	Firms/LLPs experience in practice (From date of registration with the Institute of Chartered Accountants/ Cost Accountants of India) as on the original last date of submitting Tender.*	
2.	No. of Partners in the Firms/LLPs for not less than 2 years as on the original last date of submitting Tender. (The Partners must be holding Certificate of Practice issued by Institute of Chartered/Cost Accountants of India and should be in whole time practice)	(Details to be enclosed in Appendix ‘A’)
3.	No. of Service Tax/VAT/Excise/Cost/ Statutory Audit/GST Audit Assignments completed in PSU Companies during last five years. Audit of Bank shall not be counted for above purpose. Audit of each financial year shall be treated as separate assignment.GST Audit completed shall be given preferential 2 Marks for each assignments.	(Details to be enclosed in Appendix ‘B’)
4.	Average Annual Turnover during last three years ending on Financial Year 2018-19. #	

Note:- 1

- i) Documentary evidences of all the information as stated above are to be furnished along with the offer.
- ii) All the pages of offers and documents to be attached are to be signed by the partner/owner of the Firms/LLPs along with seal of the Firms/LLPs.

Note:- 2

*Please enclose Copy of Registration Certificate issued by Institute of Chartered Accountants / Cost Accountants of India.

Please enclose Audited financial statements for the last three financial years ending on 31.03.2019 in support of determination of criteria for gross receipts /turnover of the CA/CMA Firm/LLP applying for Tender.

- 3.0 The intending tenderer must read the terms and conditions of HSCL carefully. He should only submit his tender if he considers himself eligible and he is 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 tenderers are required to quote strictly as per terms and conditions given in the tender documents and not to stipulate any deviations.

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 When it is desired by HSCL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
- 7.0 **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 authorisation of the incumbent.
- 8.0 If the tenderer is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document shall be forfeited.
 - 9.0 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.
 - 10.0 List of Documents to be submitted within the period of tender submission:
 - a) Demand Draft of any Scheduled Bank towards cost of Tender Document.
 - b) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-I) (On Letter Head of the Applicant/ Bidder).
 - c) General Information (Annexure-II)
 - d) Affidavit for correctness of Documents /Information (Annexure-III).

- e) Other Formats at Annexure – IV to Annexure – VII.
- f) Details of Work Experience Certificates.
- g) TDS details to be supported with Form-26AS in HTML Format or Form-16A for Private Sector Assignments.
- h) Power of Attorney of the person authorised for signing/submitting the tender.
- i) Valid GST Registration Certificate and PAN Card.
- j) Registration for Trade License.

11.0 All pages of the Tender and supporting Documents/ Annexures must be serially numbered.

12.0 All the pages of the Tender Document including the Annexures and copies of Certificates should be signed by the authorized person of the Firm, along with seal of the Firm, in absence of which, the bid of the tenderer will be disqualified.

13.0 An Index must be made for tender documents and for all supporting documents submitted and this must be affixed on top of the Tender Document submitted. The tenderer must mention the relevant page number to facilitate quick reference. If any document reference/page number is not mentioned in the index, it shall not be considered.

14.0 (a) No Clarification will be sought in case of non-submission of (i) Cost of Tender Document (ii) Unconditional Letter of Acceptance and (iii) 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 contractor/ authorized representative.

15.0 In case of any query, please contact the Consultant (F), HSCL, HO / Kolkata, Ph. No. 9007050744, E mail: hsc taxationcell@gmail.com during Office hours.

16.0 Milestones, Deliverables, Billing, Payment & Other Facilities

i) Time Period:

- a) The Firms/LLPs will be required to issue Audit report/Certificates as per the requirements of the GST legislation within 45 days of the issue of appointment letter.
- b) The Firms/LLPs shall be allowed up to 03 days at place specified for each zone for conducting audit depending on the size of units under a particular GSTIN for completion of audit assignment.
- c) The assignment shall be time bound and time shall be the essence of the assignment.

ii) Deliverables:

The Auditors will be required to issue Audit Report/Certificates in respect of each GSTIN as per the requirements of the GST legislation. Further, above audit report shall also be filed electronically as per the provisions of GST Laws, as amended from time

to time. Requisite reconciliations and certification of specific, incidental and ancillary records as required by GST Laws shall also be done by GST Auditor. The Auditors along with the above, are required to do the assistance in filing the annual GST return (GSTR9) for the Company.

iii) GST Audit Team

GST Audit Team shall consist of adequate number of qualified/semi-qualified assistants (CA/CMA) led by a partner of the Firm/LLP. Maximum member of above audit team shall not be more than five including partner.

iv) Compliances / Declarations /Certificates by Firms/LLPs on appointment:

- a) The Chartered Accountant/Cost Accountant Firms/LLPs shall not sub-contract the assigned audit work.
- b) The Chartered Accountant/Cost Accountant Firms/LLPs shall work in strict confidence and shall ensure that the related data or information in respect of the operation of the Company is dealt with in strict confidentiality and secrecy.
- c) The assignment shall be completed within time frame specified by the Company.
- d) No partner of the Chartered Accountant/Cost Accountant Firms/LLPs should be related to either M. D. or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act, 2013,
- e) Neither the Chartered Accountant/Cost Accountant Firms/LLPs nor its partner(s) or associates should have any interest in the business of the Company,
- f) The Chartered Accountant/Cost Accountant Firms/LLPs shall be free from any disqualification under The Companies Act, 2013.
- g) The partners holding Certificate of Practice issued by Institute of Chartered/Cost Accountants of India shall be in whole time practice.
- h) The Chartered Accountant/Cost Accountant Firms/LLPs shall ensure that data given to them by the company and any information generated from the data provided shall not be used by the Auditor for any other purpose.

v) Debarring Provisions:

The Audit Firm/LLP will be debarred from getting, the GST audit or any other assignments of HSCL:

- a) If the Firms/LLPs obtains the appointment on the basis of false information/mis-statement.
- b) If the Firms/LLPs does not take up audit in terms of appointment letter.
- c) If the Firms/LLPs fails to maintain/honour confidentiality and secrecy of the Company's data.
- d) If the Firms/LLPs does not complete the assignment within the assigned time frame as specified in clause no. 16(i) (a) & (b) above.

vi) Fee/Remuneration for the assignment: Fee/remuneration for GST Audit per GSTIN shall be Rs. 10,000.00 (Excluding GST) per annum.

The above Fees shall be exclusive of applicable taxes and reimbursement of travelling expenses and daily allowance for outstation duty, as per journey performed, shall be paid extra. Payment of fee/remuneration shall be made after completion of assignment in all respect.

vii) Travelling & Daily Allowance including local conveyance shall be paid only in case of any visit required from the place of office of CA/CMA Firms/LLPs at which appointment letter has been issued to the location where visit is made and the same shall be regulated based on actual claims subject to the followings entitlement:

- i) Partners: Equal to Chief General Manager of HSCL
- ii) Qualified Assistants: Equal to Manager of HSCL
- iii) Semi Qualified/Other Assistants: Equal to Assistant Manager of HSCL

Instructions to Tenderers (ITT)

1.0	Offline open tenders are invited from experienced and eligible Bidder for “Appointment of GST Auditor” through CPP Portal.
2.0	The tender document as uploaded can be seen on website http://www.hsclindia.com/webEnglish/TenderNotification or https://eprocure.gov.in/eublish/app and can be downloaded free of cost.
3.0	<p>Interested tenderer who wish to participate in the tender has also to make following payment in the form of Demand Draft of any Scheduled Bank within the period of tender submission:</p> <p>Rs.5,900/- (Inclusive of GST @18%) (Rupees Five Thousand Nine Hundred only) in the form of D.D/P.O from any Nationalized/Scheduled Bank in favour of “Hindustan Steelworks Construction Limited” payable at Kolkata”.</p> <p>Demand Draft against Cost of Tender document, Affidavit for correctness of Documents/Information (In original). Financial Details certified by the Chartered Accountant (in original), shall be placed in single sealed envelope superscribed as “Cost of Tender Document etc. with name of work and due date of opening of the tender”.</p>
4.0	<p>The documents are to be submitted in the office of HSCL/Kolkata before last date & time of submission of tender mentioned in the NIT.</p> <p>The documents shall be opened at 27/12/2019 by 11:30 AM as per NIT.</p> <p>Technical tender documents submitted by intending tenderers shall be opened and processed for evaluation only of those tenderers, whose Cost of Tender Document and other documents placed in the single sealed envelope are found in order. Name of work, NIT No. & due date of submission have to be superscribed on this envelope.</p>
5.0	The tender submitted shall become invalid if the tenderer is found ineligible.
6.0	<p>VALIDITY OF TENDER</p> <p>The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of the 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 tenderer shall not be allowed to participate in the tendering process of work in future.</p>
7.0	<p>ACCEPTANCE OF TENDER</p> <p>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 the lowest tender. The HSCL reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by HSCL after split up at the quoted/negotiated rates.</p>

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/Contract Agreement shall be other than the tenderer/ tenderers 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 contractor within a week of issue date of Letter of Awards /Work Order by HSCL.
11.0	<p>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 and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under HSCL.</p> <p>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-laws.</p>
12.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13.0	<p>CLARIFICATION AFTER TENDER SUBMISSION</p> <p>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, the HSCL and/or his 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.</p>
14.0	The decision of CEO, HSCL or his authorized nominee in any matter arising out of this tender shall be final & binding.

Terms & Conditions of Contract

1.0	<p>DEFINITIONS</p> <p>The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of HSCL (Hindustan Steelworks Construction Limited) and the agency, together with the documents referred to therein including these conditions and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.</p>
2.0	<p>HSCL shall mean Hindustan Steelworks Construction Limited, a company registered under the Indian Companies Act 1956, with its registered office at P-34A, Gariahat Road (South), Kolkata - 700 031 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.</p>
3.0	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:</p>
(a)	<p>APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.</p>
(b)	<p>LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.</p>
(c)	<p>“LETTER OF AWARD” shall mean HSCL’s letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.</p>
(d)	<p>MONTH means English Calendar month ‘Day’ means a Calendar day of 24 Hrs each.</p>
(e)	<p>TENDER means the Contractor’s priced offer to HSCL for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the word</p> <p>TENDER DOCUMENTS with “Tendering Documents” or “offer documents”.</p>
(f)	<p>WRITING means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.</p>
4.0	<p>EARNEST MONEY AND SECURITY DEPOSIT : Deleted</p>
4.1	<p>HSCL reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor’s failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.</p>
5.0	<p>INCOME TAX DEDUCTION (TDS)</p> <p>Income tax deductions shall be made from all payments made to the contractor including advances, in respect of the work/ project undertaken by the contractor, in accordance with the provisions of the Income Tax Act and Rules made there under prevailing and in force from time to time.</p>
6.0	<p>GST shall be paid extra as per norms.</p>
7.0	<p>The agency shall maintain an Office within Kolkata Municipal Corporation area duly manned with adequate staff with Mobile Phone and Land Telephone facilities, which are</p>

	always attended.		
8.0	Bidder shall, as part of their bid, submit a written Authorization Letter as per specified Form in tender from Partner of Bidding firm if the signatory is other than Partner.		
9.0	Bidder shall ensure that there should not be any conflict of interest for carrying out this assignment.		
10.0	Bidder shall not be under liquidation, court receivership or similar proceedings.		
11.0	Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Tender Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.		
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 and security deposit will be forfeited. The decision of HSCL in this regard shall be final.		
13.0	Job may split into two or more tenderers based on the lowest quoted rate, the decision of the HSCL in this regard is final and binding and no claim whatsoever will be entertained.		
14.0	<p>VALIDITY:</p> <p>The rates agreed by the Agency and HSCL shall remain valid for a minimum period of 02 (Two) years from the date of commencement of the contract, 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 / contractor. HSCL in no way will be responsible for such payments.</p>		
15.0	<p>FINAL EVALUATION & SELECTION</p> <p>The bid shall be evaluated based on the ‘Work Experience of Minimum Eligibility Criteria’ mentioned in Clause No 2 of NIT. The highest scorer shall be selected.</p> <p>In case during the Technical Evaluation of Firms, two or more firm/LLP securing equal marks in Total, the following sequence of preference shall be adopted for their selection for Appointment. If still they have the same score after considering first (a) and then (b) below, selection will be based on Management’s discretion and will be binding on all Firms/LLPs and no further clarification will be issued/answered.</p> <p>a) Firms/LLPs of Chartered Accountants/Cost Accountants with longer experience shall be given preference based on the year of registration.</p> <p>b) Firms/LLPs with a higher number of Fellow and /or Associate Members of the Institute of Chartered accountants/Cost Accountants as partners shall be given preference.</p> <p>Pre-requisites for considering rankings:</p> <p>Requisite documentary evidence(s) duly attested by the applicant Firms/LLPs in support of Criteria given at clause no: 2A (Sl.no. 1 to 4) mentioned in Table-A given above is required to be submitted. Proposals without the requisite documentary evidence(s) shall not be considered for evaluation. The following documents are required for Sl.No.1 to 4 respectively for evaluation:</p> <table border="1" data-bbox="304 1854 1461 2000"> <tr> <td>Sl. No.1</td> <td>Firms/LLPs experience in practice (From date of registration with the Institute of Chartered Accountants/ Cost Accountants of India) as on the last date of submitting Tender.</td> </tr> </table>	Sl. No.1	Firms/LLPs experience in practice (From date of registration with the Institute of Chartered Accountants/ Cost Accountants of India) as on the last date of submitting Tender.
Sl. No.1	Firms/LLPs experience in practice (From date of registration with the Institute of Chartered Accountants/ Cost Accountants of India) as on the last date of submitting Tender.		

	Sl. No.2	Copy of Partnership Deed showing names of partners and copy of Certificate of Practice of each partner.
	Sl. No.3	Copy of Letter of Appointment/relevant documents in support of completing such assignment during last five years.
	Sl. No.4	Audited financial statements for the last three financial years ending on 31.03.2019 in support of determination of turnover of the CA/CMA Firms/LLPs applying for Appointment of GST Authority.
16.0	NOTIFICATION OF AWARD	
	<p>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 until the formal agreement has been signed.</p>	
17.0	AGREEMENT	
	<p>a. The successful Bidder shall execute a formal agreement with Confidentiality Clause within specified period from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Kolkata of applicable value. The cost of non-judicial stamp paper shall be borne by the successful Bidder.</p> <p>b. The following documents shall be integral part of agreement:</p> <ul style="list-style-type: none"> • Original Tender Document along with its enclosures including any Amendment /Corrigendum to original Tender Document. • Letter of Award along with enclosures attached therewith, if any. 	
18.0	FRAUD PREVENTION POLICY	
	<p>(A) Commitments of the Bidder</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

	<p>v) The Bidder shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.</p> <p>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.</p> <p>(B) Disqualification from tender process and exclusion from future contracts:</p> <p>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.</p> <p>(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 Contractor/Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee or EMD if any</p>
19.0	<p>HOLIDAY LISTING</p> <p>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.</p>
20.0	<p>INDEMNITY</p> <p>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.</p>
21.0	<p>a) The Arbitration clause is not applicable in this Tender. In case of any dispute, the decision of CEO, HSCL is final and binding.</p> <p>b) The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Kolkata Court (s) only.</p>
22.0	<p>TERMINATION</p> <p>a) HSCL reserves the right to summarily terminate the contract due to failure of the agency to provide satisfactory services and / or subletting to other firm and/or found breach of trust by divulging Company’s information to others and/or any other reason which may affect the performance, image building or financials of the Company. In such cases, the EMD / Retention shall be forfeited and decision of HSCL in this regard shall be final and binding.</p>

	b) HSCL may at any time by giving one month notice close the contract without any liability, financial or otherwise on itself.
23.0	The decision of CEO, HSCL or his authorized nominee in any matter arising out of this tender shall be final & binding
24.0	The Terms & Conditions and the procedures laid down should be strictly adhered to. The Department reserves the right to reject any tender without assigning any reason whatsoever.
25.0	Appointment of Firms/LLPs of Chartered Accountants/Cost Accountants for appointment as GST auditor shall remain valid for 2 Financial Years starting from Financial Year 2018-19.
26.0	HO Location of the Firm should be at Kolkata.
27.0	The tenure of appointment shall be at the sole discretion of the Company. The appointment for said assignment shall be made for each year separately and for a maximum of two years.
28.0	The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
29.0	Overwriting/correction/erase and/or use of white ink should be avoided in the offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorised person of applicant Firms/LLPs.
30.0	Information related to Firms/LLPs of Chartered Accountants/ Cost Accountants and selection criteria shall be submitted in the <u>Annexure-II, Table-A & Table-B.</u>
31.0	Declaration that applicant Chartered accountants/Cost Accountants Firms/LLPs have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years shall be submitted in <u>Annexure-V</u>
32.0	Payments shall only be made through Electronic Mode, hence Bank Details as per Annexure – VI need to be submitted at the time of acceptance of the appointment.
33.0	Company shall deduct TDS/any other tax/levy as per prevailing rules/rates.
34.0	All the pages of this Tender document and documents submitted along-with the offer shall have to be numbered and authenticated by the authorised signatory of the applicant Firms/LLPs along with the Firms/LLPs seal.
35.0	The Tender should be submitted strictly as per the terms and conditions laid down in the document. The Tender in the Prescribed Format along with all enclosures/documents shall be submitted in physical form to the following address: CFO, HSCL, HO/Kolkata 5/1, Commissariat Road, Hastings, Kolkata – 700022 (W, B)
36.0	Application documents consisting all the documents placed on website duly sealed and signed are to be submitted as a token of acceptance of all terms and conditions. Envelope must be sealed and super scribed mentioning <i>“Invitation of Offers for Appointment of GST Auditor”</i> . The name and address of the Firms/LLPs must be indicated on the body of the envelope.

Appendix A

Sl. No.	Name of Partner	Membership No.	Date of joining as a partner	Date of issue of Certificate of Practice	Date of Fellow Membership

Note:- Copy of Partnership Deed/Relevant Document issued by the Institute/available at Institute's site and copy of Certificate of Practice of each partner are to be enclosed.

Appendix B

Sl. No.	Name of PSU Company	F.Y. for which Audit Conducted	Nature of Assignment i.e, Service Tax/VAT/Excise/Cost/Statutory Audit/GST Audit

Note:- Copy of Letter of Award/ Relevant Documents in support of completing such assignment are to be enclosed.

HSCL GST REGISTRATION NO

Sl. No.	State	Unit	Reg No.
1.	Agartala	Tripura	16AAACH9524R1Z0
2.	Andhra Pradesh (New)	Vizag	37AAACH9524R1ZW
3.	Arunachal Pradesh	Arunachal Pradesh	12AAACH9524R1Z8
4.	Assam	Guwahati	18AAACH9524R1ZW
5.	Bihar	Patna	10AAACH9524R1ZC
6.	Chhattisgarh	Bhilai	22AAACH9524R1Z7
7.	Delhi	Delhi	07AAACH9524R1ZZ
8.	Gujrat	Gujrat	24AAACH9524R1Z3
9.	Himachal Pradesh	Himachal Pradesh	02AAACH9524R1Z9
10.	Jharkhand	Bokaro	20AAACH9524R1ZB
11.	Karnataka	Bangalore	29AAACH9524R1ZT
12.	Madhya Pradesh	Sagar	23AAACH9524R2Z4
13.	Meghalaya	Meghalaya	17AAACH9524R2ZX
14.	Maharashtra	Mumbai	27AAACH9524R1ZX
15.	Manipur	Manipur	14AAACH9524R1Z4
16.	Mizoram	Mizoram	15AAACH9524R1Z2
17.	Nagaland	Nagaland	13AAACH9524R2Z5
18.	Odisha	Bhubaneswar	21AAACH9524R1Z9
19.	Punjab	Punjab	03AAACH9524R2Z6
20.	Rajasthan	Rajasthan	08AAACH9524R1ZX
21.	Tamilnadu	Chennai	33AAACH9524R1Z4
22.	Telangana	Hyderabad	36AAACH9524R1ZY
23.	Uttar Pradesh	Lucknow	09AAACH9524R2ZU
24.	Uttarakhand	Dehradun	05AAACH9524R1Z3
25.	West Bengal	Kolkata	19AAACH9524R1ZU

HSCL GST TDS REGISTRATION NO

Sl. No.	State	Unit	Reg No.
1.	Agartala	Tripura	16AAACH9524R1D9
2.	Andhra Pradesh (New)	Vizag	37AAACH9524R1D5
3.	Arunachal Pradesh	Arunachal Pradesh	12AAACH9524R1DH
4.	Assam	Guwahati	18AAACH9524R1D5
5.	Bihar	Patna	10AAACH9524R1DL
6.	Chhattisgarh	Bhilai	22AAACH9524R1DG
7.	Delhi	Delhi	07AAACH9524R1D8
8.	Gujrat	Gujrat	24AAACH9524R1DC
9.	Himachal Pradesh	Himachal Pradesh	02AAACH9524R1DI
10.	Jharkhand	Bokaro	20RCHH00259A1D8
11.		Ranchi	20RCHH00184C1D4
12.	Karnataka	Bangalore	29AAACH9524R1D2
13.	Madhya Pradesh	Sagar	23AAACH9524R1DE
14.	Meghalaya	Meghalaya	17AAACH9524R1D7
15.	Maharashtra	Mumbai	27AAACH9524R1D6
16.	Manipur	Manipur	14AAACH9524R1DD
17.	Mizoram	Mizoram	15AAACH9524R1DB
18.	Nagaland	Nagaland	13SHLH00883B1DG
19.	Odisha	Bhubaneswar	21BBNH00152F1DG
20.		Rourkela	21BBNH00119A1DR
21.	Punjab	Punjab	03AAACH9524R1DG
22.	Rajasthan	Rajasthan	08AAACH9524R1D6
23.	Tamilnadu	Chennai	33AAACH9524R1DD
24.	Telengana	Hyderabad	36AAACH9524R1D7
25.	Uttar Pradesh	Lucknow	09AAACH9524R2D3
26.	Uttarakhand	Dehradun	05AAACH9524R1DC
27.	West Bengal	Head Office	19CALH00200E1DH
28.		Durgapur	19CALH02470G1DT
29.		Kolkata Project	19CALH02226A1DB

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)

Hindustan Steelworks Construction Limited,

Sub: Name of the work & NIT No.:

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) Quoting Sheet for Tenderer
 - c) Instructions to Tenderers, Additional Instruction to Tenderers for Online Submission (AITT) & General Conditions of Contract
 - d) Acceptance of Tender Conditions (Annexure-I)
 - e) TDS details for Private Sector Projects
 - f) Affidavit for correctness of Documents /Information (Annexure-III).
 - g) Addendum/Corrigendum, if any- Duly signed by authorized person
 - h) Pre-bid clarifications, if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of tender document, and other documents as per Notice Inviting e-tender AND I/We agree to pay the cost of tender document, EMD, e-Tender Processing Fee (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.
- 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 _____

Annexure-II

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with HSCL (Attach copy of Power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

AFFIDAVIT

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

Affidavit of Mr.S/o
R/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 Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (Name of work)..... To HSCL are genuine and true and nothing has been concealed.
3. 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.
4. That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 or any further revision at any later date during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in case of tenderer other than companies)

5. 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 forfeit the EMD / All dues.
6. I shall have no objection in case HSCL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCL receives said verification.
7. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
8. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by **HSCL, NBCC or any of its subsidiaries**. If this information is found incorrect, HSCL at its discretion may disqualify / reject / terminate the bid/contract.
9. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

GST Registration Details of Contractor/Vender	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

**Declaration of Ineligibility
(By the CA/CMA Firms/LLPs)**

I/We, M/s. (Name of Chartered Accountant/Cost Accountant Firm/LLP) hereby certify that I/We have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.

(Signature and seal of the Firm/LLP)

ECS – FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM)

1. CA/CMA FIRM/LLP NAME: _____

Address: _____

Phone/Mobile No.: _____

2. PARTICULARS OF BANK ACCOUNT OF FIRM/LLP:

A. BANK NAME: _____

B. BRANCH NAME _____

Address: _____

Telephone No: _____

C. IFSC Code of the Bank

(For payments through RTGS): _____

D. ACCOUNT TYPE

(S.B. Account/Current Account or Cash

Credit with Code 10/11/13): _____

E. ACCOUNT NUMBER

(As appearing on the Cheque Book): _____

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.

Date:

(.....)

Signature and seal of the Firms/LLPs

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(.....)

Signature of the Authorised
Official from the Bank

Declaration

I, _____ Partner/Managing Partner of the Firm/LLP _____, hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & Conditions set by the company for the appointment of GST Auditors.

Signature and seal of the Firm/LLP