



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4536650  
Dated/दिनांक : 25-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-02-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-02-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	Financial Audit Services - Audit report; CA Firm, Audit Firm
Contract Period/अनुबंध अवधि	1 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	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	40000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

**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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**Limited Tender**

Limited Tender Applicable	Yes
Reason for Limited Tendering	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	MAMTA AGARWAL, MANOJ SONI & ASSOCIATES, TAPAS BHATTACHARYYA & ASSOCIATES, CHATTERJEE & CO, RVMK & CO

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.

[OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Price BOQ - [1706186288.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Price Breakup Format for the bidders to upload for providing break-up of overall project cost:**[1706186567.pdf](#)

**Financial Audit Services - Audit Report; CA Firm, Audit Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Scope of Work	Audit report
Type of Financial Audit Partner	CA Firm , Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Physical verification of Stores Spares other associated works related to the verifications of Hindustan Copper Limited at Indian Copper Complex Ghatsila East Singhbhum Jharkhand832103 for the FY 2023 24
Type of Industries/Functions	Inventory & Store management
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Post Financial Audit Support	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	NEHA GEDAM	832103,Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103	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. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Sub: Appointment of Chartered / Cost Audit Firm for physical verification of Stores & Spares & other associated works related to the verifications of Hindustan Copper Limited at Indian Copper Complex, Ghatsila, East Singhbhum, Jharkhand-832103 for the FY 2023-24.**

Dear Sirs,

ON LINE Tenders are invited through above portal from in Two Part Bid system for supply of following services at our Indian Copper Complex Unit, Post - Moubhandar, Sub-Division-Ghatsila, Dist. East Singhbhum, Jharkhand 832103:-

Sl. No.	Item Code	Description of Work	Unit	Quantity
1	906330083	Appointment of Chartered/Cost Firm for physical verification of Stores & Spares etc.	LUMPSUM	1

Job Site- Hindustan Copper Limited, Indian Copper Complex, At Post- Moubhandar, Dist.- East Singhbhum- Jharkhand-832103.

**Note:** L-1 will be decided on overall L-1 basis

**Note to Bidder:**

i) Bidders must submit their rate for the above line items according to enclosed price submission pdf and price submission excel and to upload in financial bid. Total price should match while submission in GEM as well as submission in pdf file and excel file.

ii) Bidder has to quote their price inclusive of GST as per enclosed price BOQ with grand total including GST value.

iii) Price submission by the bidders either in hard copies or in the techno-commercial part-1 bid or in their letter head shall be summarily rejected.

**Annexure-I****(PQC)****PRE-QUALIFICATION CRITERIA (PQC)**

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1. Bidder is to submit membership certificate/Certificate of Practice of ICAI/ICWAI/ICMAI as a proof of their qualification being suitable for the tendered job.
  2. Bidder has to submit the Order Copy/Appointment letter as a proof of similar Job in last Seven Years, i.e. Physical Verification of Stores & Spares in any Govt./PSU organization.
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**Annexure-II****(SOW)****Scope of Work:**

- i) **Physical verification of 90% of total value of stores & spares as on 31.12.2023 or the date to be informed later by the Engineer in Charge Mr. Rabin Mondal, Sr. Manager (Finance).**

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

As per main stores (A)		As per site stores (B)		Total as per physical verification C = (A+B)		As per PSL D		Excess(+)/Shortage(-) E=(C-D)	
Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value

**Value of Stores & Spares - Rs..... crore**

**90% of Value of Stores & Spares - Rs..... crore**

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

**Quantum of Work - Items- Approx 19000 Nos. + / - 10%**

- ii) Unit/Office to be covered by the successful bidder is as under: Indian Copper Complex (ICC) in Ghatsila,

Jharkhand

- iii) The entire assignment including submission of report to be completed within one month from the date of the acceptance of the work order.

For above work one audit team will consist of minimum one senior qualified Accountant (either Chartered or Cost) one semi-qualified (either Inter Chartered or Inter Cost) Accountant and Graduate Assistants. However, the maximum number of the audit team will be restricted to 5 (Five).

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

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

## **2.0 SUBMISSION OF REPORTS**

The successful bidders are required to submit **3 (three) copies** of the final report including separate list as mentioned in Point No. (i) under the "Scope of work" within one month from the date of acceptance of work order. It may please be noted that the draft report should be discussed and finally accepted by the unit before submission of final report.

## **3.0 REMUNERATION AND ALLOWANCES**

- i) Bidders are requested to quote consolidated fees in rupees. This remuneration includes charges for supervision by your Partner/Consultant, their discussion with our officers at Unit and also for writing of reports, typing etc. Evaluation will be made on the basis of fees quoted in this clause excluding GST, if any, shall be reimbursed by HCL.
- ii) Guest House facilities at the unit will be made available to you at HCL/ICC.
- iii) Local transportation at Unit shall be made available by us.
- iv) For Outstation journey AC 1<sup>st</sup> Class for Partners (maximum 2 Nos.) and AC II tier/Chair Car for others (maximum 3 Nos) are reimbursable. Local transportation and guest house facility at the unit will be made available by HCL/ICC.

### **Annexure-III**

#### **(Terms and Conditions)**

**1. RATES:** Rates quoted should be firm and final and no special clause, terms and conditions should be added in this regard. The rates quoted should be fixed for the entire period of the contract. However, GST will be paid extra as per rules prevailing at the time of execution of order.

L-1 bidder shall be decided **on overall L-1 basis as these jobs are inter dependent and inter related.**

#### **2. PERIOD OF CONTRACT:**

The contract shall be effective for 1 Month from the date of commencement of job.

**3. COMMENCEMENT OF WORK:** The Contractor, to whom the work is awarded, will be required to commence the work so approved by E-I-C. The Contractor will be required to commence the work as stipulated in the Work Order/LOI, whichever is earlier or as directed by the HCL/ICC.

#### **4. MANAGEMENT'S RIGHTS:**

- i) The Company reserves the right to reject/accept any part or full tender.
- ii) The Company reserves the right to award the work to eligible party either in full or parts thereof. The decision of the Company is final and binding.
- iii) The Company reserves the right to change the specifications at any stage.
- iv) In the event the Contractor is unable to provide required number of skilled and unskilled labour or withdraws after the issue of LOI by the Company but prior to submission of SD, any amount due with the Company will be withheld, besides initiating appropriate action.

**5. PAYMENT:** The payment thereon shall be released by e-payment/RTGS payment within 30 days of pre-

ntation of bills complete in all respects. However, the statutory deductions like Income tax, etc. shall be made before making the payment.

The Contractor must submit Bank Mandate for e-payment/RTGS payment in the format provided at [Annexure- IV](#).

**PAYMENT OF FEES:**

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

(i) All working papers created in the course of job will be the property of the company and handed over to the Finance Head, Ghatsila, at the time of submission of the Final Report.

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

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

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

(v) Offer received by FAX, Open mail shall not be considered.

(vi) Read the tender document carefully before responding to our enquiry.

(vii) In case of any doubt the party may contact us for more details.

(viii) The offer will be valid for a period of 120 days from the date of opening of the same.

(ix) The contract period will be valid for 1 month.

(x) Income tax, & other applicable taxes, if any, shall be deducted at source at the rate prevailing at the time of credit/payment.

(xi) Hindustan Copper Limited may reject any or all the tender (s) or reduce the tendered quantity at the sole discretion of **HCL. All late/incomplete offers are liable for rejection.**

**6. GST COMPLIANCE:**

"GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor/supplier in accordance with the statutory provisions of the GST Law. Further, the contractor/supplier agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

a) The details of outward supplies made by the contractor/supplier to HCL will be uploaded in Form GSTR-1 by 11th of the month following the month/quarter for which the return is to be filed.

b) Once contractor/supplier has uploaded the details of outward supplies in Form GSTR- 1, contractor/supplier agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.

c) Wherever contractor/supplier is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor/supplier will comply with such e-invoicing requirements.

d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by contractor/supplier, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR

- 3B, non-payment of GST charged and recovered, contractor/supplier shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance

e) Notwithstanding any other clause of the tender document the payment to the contractor/supplier shall be made only upon invoices being reflected in FOMR GSTR-2A/2B of the relevant month."

**7. LOSS OR DAMAGE TO PROPERTY:**

Any loss or damage to the property of HCL by the Contractor will be charged from the contractor's bills.

**8. CONTRACT SUB- LETTING:**

Sub-letting of the contract to any third party / agency will not be permitted.

**9. HCL'S DISCRETION:**

HCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

**10. RISK & COST:**

In case the Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to award the contract for balance work at the Risk & Cost of t

he Contractor.

In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system. They will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.

In case the Contractor fails to start the work after award of Work Order within the time frame stipulated in the Work Order, suitable penal actions will be taken against Contractor as decided by the Company, including debarment, etc.

**11. DEDUCTION OF INCOME TAX:** Income Tax under Section 194 (c) of I.T. Act or as applicable from time to time shall be deducted at source from the bills of the Contractor.

**12. TDS:** Tax under Income Tax Act and Goods and Service Tax Act shall be deducted at the time of payment, wherever applicable.

**13. CENTRAL & STATE GOVT. ACTS:**

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation/ claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

**14. STATUTORY OBLIGATIONS:** The work, dispatch and delivery shall be arranged by the contractor in strict conformity with the all applicable Statutory Regulations including provisions of Industries Development and Regulations Act, 1951 and any amendment thereof as applicable from time to time. HCL disowns any responsibility for any irregularities or contraventions of any of the Statutory Regulations during execution of the contract.

**15. SECURITY REGULATIONS:** The Contractor shall issue photo identity cards duly certified by HR department of all contract labour, who will be instructed by the Contractor or his representative to carry the same at all times during the duty. The Contractor's Supervisor/s will also identify their employees and regulate entry at gate at the time of entering and leaving the Works. All the persons engaged on the job shall be subject to security check by Security Officials on duty.

**16. RECOVERY OF SUMS DUE:** - Whenever any claim against the contractor for payment of any sum of money arises out of or under the contract, HCL/ICC Ghatsila shall be entitled to recover such sums from any sum when due or which at any time thereafter may become due from the contractor under this or any other contract with HCL and should this sum be not sufficient to cover the recoverable amount, the contractor shall pay to HCL/ICC, Ghatsila on demand the balance remaining due immediately.

**17. ABSOLUTE INTEGRITY OF THE CONTRACT:** The Contractor and his persons shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of HCL/ICC including theft of Company's property by the Contractor or any of his persons, the contract shall be terminated / suspended without any notice and the balance work shall be executed through alternate sources at the risk and cost of the Contractor. In the event of suspension / termination of the work the Contractor shall not raise any claim for the period of suspension / termination, nor shall the Company (HCL/ICC) be liable to pay for it.

**18. GST, AS APPLICABLE:** GST as applicable will be paid extra by HCL if claimed in the bills. No subsequent claim on this account will be entertained by HCL. The Contractor should have a GST Registration number. No persons below 18 years of age shall be allowed to work as per The Factories Act, 1948 and Bihar/Jharkhand Factories Rules, 1950.

**19. ENGINEER -IN-CHARGE/OFFICER-IN-CHARGE:**

Name of E-I-C, Mr.Rabin Mondal, Sr. Manager (Finance) Phone No-8777285336 Email Id- rabin\_m@hindustan copper.com ICC will act as the Engineer-in-charge (E-in-C) / Officer-in-charge (O-in-C) of the Contract. The Contractor shall meet the E-in-C/O-in-C periodically and keep in communication with him for smooth and effective functioning of the work. The Contractor shall directly report to E-in-C/O-in-C of the contract, in case of any difficulty and follow his orders and directions.

**20. 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.

**21. Option clause** shall be applied in exceptional circumstances, where there is no downward trend of price & the performance of party is satisfactory.

**22. VERIFICATION OF CHARACTER AND ANTECEDENTS:** The Agency shall keep proper record of all the d

documents regarding character and antecedents etc. of the personnel engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-charge for necessary verification.

**23. EXCLUSION OF LIABILITY FOR PAYMENT OF INTEREST:**

The company shall not be liable for payment of any interest on the amount that may become payable to the contractor under this contract and matters connected therewith. Any waiver of any clause of this contract can be done only by the competent authority of the company. It shall be contractor's responsibility to comply with all Acts, Rules and Regulations, modifications etc. applicable from time to time including strict compliance of all provisions of contract Labor (Regulation and Abolition) Act 1970 and Rules framed and notifications etc. issued there under. In case of violation of any law applicable to you, the contract shall be liable to be terminated forthwith at your risk and cost.

The contractor shall be liable for and shall indemnify the Company against any loss occasioned by theft, pilferage of and damage to the Company's property by the contractor himself or his workmen or agents, arising out of or in the course of or by reason of the execution of the works and due to any negligence, commission or default on the part of the contractor or to any circumstances within the contractor's control. The contractor will be fully responsible for the acts of his workmen or agents which may be found prejudicial to the interest of the Company.

Non availability of stores which are the responsibility of company to supply or any other cause which in the absolute discretion of the authority is beyond the contractor's control. In the event of happening of any such event(s) causing delay, the contractor shall immediately give notice in writing to engineer-in-charge but shall nevertheless, use instantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of authorities to proceed with the work. The contractor will apply for extension of time in writing within 24 hours of occurring of the above force major event(s)

**24. INDEMNITY:** The Company shall have no liability whatsoever concerning the labour/staff deployed by the successful bidder for the purpose. The successful bidder shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of labour by them during entire run of the contract. In case of theft or losses or pilferage of Company's property, due to negligence or carelessness of the labour, a joint enquiry represented by both ICC and the Contractor will be held and findings thereof shall be submitted to the Unit Head, whose decision shall be final and binding on both the parties.

**25. SITE CLEARANCE:** Site clearance on completion of each and every job, work site has to be cleared in all respects to the satisfaction of E-in-C/O-in-C immediately after completion of jobs. Unwanted materials have to be shifted from the site as would be directed by E-in-C/O-in-C.

**26. NO ASSIGNMENT:** The order when placed shall not be assigned to any other agency by the Supplier.

**27. REGISTRATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER:** Bidders who have their UAM number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their UAM Number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for the tenders invited electronically through CPPP. MSME bidders, who have registered their UAM number with CPPP, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME. MSEs owned by Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by SC/ST.

In case MSME bidder has registered in Udyam Registration (UR) Portal, registration details is to be submitted along with their techno-commercial offer.

**28. MSME:**

1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012].

2) The condition of prior turnover and prior experience shall be relaxed for Start-up Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.

3) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.

4) Declaration of UAM number by MSE bidders on CPP portal is mandatory, failing which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

**29. POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**

Those MSEs which are registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commis

sions (KVIC)/ Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium enterprises are eligible for availing benefits under the Public Procurement Policy.

In tender, participating MSEs quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately.

Policy is meant for procurement of only goods produced and services rendered by MSEs.

Out of 25% target of annual procurement from MSEs, a sub target of 4% (Four per cent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs and 3% for procurement from Women owned MSEs. However, in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 Price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from other MSEs. MSEs participating against the tender should submit necessary documentary evidence for availing the facility of the policy. The MSEs owned by SC/ST has to submit its caste certificate issued by competent authority along with the offer.

MSEs would be treated as owned by SC/ST entrepreneurs:

In case of proprietary MSE, proprietor(s) shall be SC/ST

In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-One per cent) shares in the unit

In case of Private Limited Companies, at least 51% (Fifty-One per cent) share shall be held by SC/ST promoters.

### **30. CONDITIONS FOR START-UP COMPANIES & STARTUP CERTIFICATION FROM DIPP: -**

Subject to meeting of Quality and Technical specifications, HCL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

**31. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017** is applicable for the tender and takes into account Government of India notification No. P-45021/2/2017-PP (BE-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) for procurement of any goods or services from any category of bidders, or provide preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

All the provisions of the latest revision of the Order P-45021/2/2017-PP (BE-II) dated 16.09.2020 is applicable for this procurement case.

Class-I and Class-II local supplier of enquired items are eligible to participate in the bid as defined in Public procurement (Preference to make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. However, the new bidders, if qualified, shall be put to trials as detailed in the tender documents. Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents.

Class-I and Class -II Local suppliers as defined in PPP-MII order 2017 and revision thereof are eligible to participate in the bid. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present. Accordingly, all the bidders are required to submit required Certificate indicating that the bidder is Class-I or Class -II local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. The certificate is to be issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Allocation of tendered qty.: - The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.

### **32. RESTRICTION UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including tur

nkey projects) only if the bidder is registered with the competent authority.

Vide office memorandum ref. No.F.12/1/2021-PPD (Pt.), dated 2nd March 2021, relaxation is provided for the procurement of spares parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) of their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144 (xi) of GFRs 2017.

All the clauses of Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>

All the bidders are required to submit compliance certificate as asked in the above order No. F. No. 6/18/2019-PPD dated 23.07.2020. The model certificate is given below:

Model certificate for tenders:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." If the above certificate given by a bidder, whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

### **33. DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:**

It is compulsory for a bidder to declare whether the proprietor/ partner/ Director of the firm has any relation with any employee working in the Units concerned or Director of HCL and if so, give the details and the relationship.

## **CLAUSES PERTAINING TO LEGAL ASPECTS**

### **1. LIQUIDATED DAMAGES:**

Time is the essence of the contract. Liquidated Damages may be levied against suppliers in case of delay in execution of contract beyond the date of completion of job specified in Contract. In case the contractor fails to complete the work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ half percent per week of the delay subject to a maximum of 10% of the total awarded value of the category (excluding GST). L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.

Extension of contract period may be granted at the discretion of the Competent Authority.

The extension of contract period when granted shall be subject to the following conditions:

No increase in price shall be granted if the same takes place during the extended period, despite a variation clause in the order but reduction, if any, shall be availed of.

Any increase / decrease in taxes and duties on account of statutory increase / decrease fresh imposition of any duties or taxes which take place during the extended period shall be admissible / availed of, provided it is GST creditable / Set off is admissible against these levies.

If it is in the interest of HCL to ensure completion of execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delay are not attributable to HCL.

If the delay in completion of execution of job is attributable to HCL, or due to a Force Majeure event, then Competent Authority may consider waiving of LD, provided the occurrence of the event is informed by notice to HCL, immediately thereof.

### **2. EVENTS OF DEFAULT:**

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the contract or if it, in the opinion of HCL:

Does not execute the contract in conformity with the provisions of the contract, or

Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or

Fails to carry on and execute the contract to the satisfaction of HCL, or

Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any of the above mentioned breach of the contract for fourteen (14) days, after notice in writing shall have been given to the contractor by HCL requiring such breach to be remedied,

or

Abandons the work(s), or

During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or

Does not perform as per the agreed programme submitted by the contractor.

### **3. TERMINATION DUE TO EVENTS OF DEFAULT:**

If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this contract by issuing Termination Notice, and to appropriate any Security, if subsisting.

In the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however, it 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 Security, if subsisting.

Penal action like forfeiting of Security Deposit, debarment for future tenders of HCL/ICC for one year may be taken as deemed fit.

### **4. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

If at any time after acceptance of the Tender, HCL shall decide to foreclose or reduce the scope of the work(s) and hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give 10 days' notice in writing to that effect to the contractor, provided that: In the event, any such action is taken by HCL, the contractor shall be paid full amount for the up to date quantum of work executed at work site as per billing schedule under the relevant items of work under this contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the work to the full extent because of the foreclosure.

### **5. FORCE MAJEURE EVENTS:**

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 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 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 the 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.

### **6. AMICABLE RESOLUTION:**

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.

Either Party may require such Dispute to be referred to the work in charge of HCL and the contractor for amicable resolution.

cable 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.

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 contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

#### **7. ARBITRATION:**

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, 1996 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

The Arbitrator will be appointed within 30 days of reference to arbitration. A sole Arbitrator will be appointed by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 1996 Act, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.

In the event of such an arbitrator to whom the matter is originally referred, being vacated his office because of resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it.

The duration of proceedings and the fee structure will be governed by the 1996 Act. The venue of the arbitration shall be Ranchi 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 Ghatsila/Jamshedpur.

Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/003/2019/FTS-10937 DATED 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

#### **8. JURISDICTION OF COURT:**

All disputes pertaining to this contract shall be subject to the jurisdiction of Ghatsila/Jamshedpur Court only.

#### **9. LIEN:**

The Company shall have a lien on all amounts that may become due and payable to the Contractor under this or any another contract/transaction of any nature whatsoever between the Company and Contractor including the Earnest Money and receipt of any debit or sum that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

#### 4. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 5. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. 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.

### **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---