



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5984951  
Dated/दिनांक : 26-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-03-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-03-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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
क्रेता ईमेल/Buyer Email	bycon3.hcl.jhagadia@gembuyer.in
Item Category/मद केटेगरी	Financial Audit Services - As per NIT; Audit Firm, CA Firm, CAG Empaneled Audit or CA Firm
Contract Period/अनुबंध अवधि	2 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	Additional Doc 1 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	4900
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.
3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

**Financial Audit Services - As Per NIT; Audit Firm, CA Firm, CAG Empaneled Audit Or CA Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Scope of Work	As per NIT
Type of Financial Audit Partner	Audit Firm , CA Firm , CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	As per NIT
Type of Industries/Functions	As per NIT
Frequency of Progress Report	As per NIT
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per NIT
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	Pinaki Mohan Sutradhar	393110, Plot No 747, GIDC Mega Estate, P.O. Jhagadia, Dist.- Bharuch, Gujrat-393110	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

**1. The party should submit the requisite documents judiciously considering all the PQC and other required documents with the Techno-commercial bid. Shortfall of documents might not be asked after opening of Techno-Commercial bid.**

**2. The service should be as per Scope of work and quantity mentioned in attached NIT in Buyer uploaded ATC document.**

**3. Buyer Added Bid Specific ATC**

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

## **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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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---**



**NIT – Physical verification of stores & spares**

**Annexure-I**

Hindustan Copper Limited, Gujarat Copper Project (A Govt. of India Enterprise) Plot No 747, GIDC Estate Jhagadia Bharuch, Gujarat-393110	<b>Enquiry No.: 526</b> <b>Dept.: -M&amp;C</b> <b>Issued by: - Dy. Mgr. (M&amp;C)</b> <b>Last Date &amp; Time for Tender Submission: - As mentioned in GeM</b> <b>Place of submission: Online through GeM Portal</b> <b>Date &amp; Time of Tender Opening: As mentioned in GeM</b> <b>Note to Supplier: Single packet Bid</b>
To	<b>E.M.D (Rs.): Rs. Nil</b> <b>PAYABLE AT: -Bharuch</b> <b>SECURITY DEPOSIT (%): Nil</b> <b>Duration of Contract: 2 Months</b>

**Subject: - Appointment of Chartered/ Cost Accountant firm for physical verification of stores & spares as on 31/12/2024 & other associated works related to the verification at Gujarat Copper Project (A Unit of Hindustan Copper Ltd.), 747, GIDC Industrial Area, Jhagadia, Bharuch, Gujarat-393110.**

Dear Sir/Madam,

Online tenders through **GeM** are invited on behalf of M/s Hindustan Copper Limited Plot No 747, GIDC Estate Jhagadia for the work as per details given below. The offer should be as per terms and conditions given in the tender document.

Sl. No.	Item Code	Description of Work	Unit	Quantity	SAC Code	GST %
1	906310083	<b>Appointment of Chartered/ Cost Accountant firm for physical verification of stores &amp; spares etc</b>	<b>Number</b>	<b>1</b>		

- **The amount to be quoted in lumpsum for all items in consolidated manner as per terms mentioned in point no B. 2 under Special Terms & Conditions.**

Note: Quoted rates should consist of applicable Minimum Wages of Gujarat State & other statutory components such as P.F., Bonus, workmen compensation policy, any other statutory requirement etc. for required labour to execute the work and supply of materials, service charges, any other additional cost to complete the scope of work during contract period, etc.

**DISCLAIMER**

1. Though adequate care has been taken while preparing this Tender Document, the bidder should satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately in writing (as mentioned below). If no intimation is received by this office within seven days from the date of issue of the Tender Document, then the office shall consider that the Tender Document received by the prospective bidder is complete in all respects and that the bidder is satisfied with the same. No further intimation in that respect shall be entertained by this office after the said stipulated period.



### NIT – Physical verification of stores & spares

2. HCL reserves the right to change any or all of the provisions of this Tender Document. Such a change would be posted only on the website of the company [www.hindustancopper.com](http://www.hindustancopper.com) and the prospective bidders should keep in touch with the company's website for updates before submitting their bids.
3. HCL reserves the right to reject any or all of the Bid Document without assigning any reasons thereof. The bidding process shall be governed by the laws of India and Courts at Bharuch will have jurisdiction over the matter concerning and arising out of NIT document.

We have also enclosed herewith the under-mentioned Annexures to the tender document, which may be seen & selected carefully for submission of offer:

<b>Annexure No</b>	<b>Description</b>
<b>I</b>	<b>Scope of Supply, PQC, Specifications and General Terms &amp; Conditions</b>
<b>II</b>	<b>Company Profile</b>
<b>III</b>	<b>Self-Declaration Regarding Black/Holiday listing</b>
<b>IV</b>	<b>No Near Relative Certificate</b>
<b>V</b>	<b>Certificate for Tenders for Works Under Rule 144 (xi)</b>
<b>VI</b>	<b>Bank Mandate</b>

**\* (a) Annexure I signed and stamped/ digitally signed in regular A-4 paper along with (b) Annexures II to VI has to be filled, signed and stamped/ digitally signed in Company's Letterhead and to be submitted with Techno-commercial bid. Non-submission of the required Annexures may lead to disqualification in Techno-Commercial stage.**

**\*\* The party should submit the requisite documents judiciously considering all the PQC and other required documents with the Techno-commercial bid. Shortfall of documents might not be asked after opening of Techno-Commercial bid.**

Dy. Manager (M&C)  
Gujarat Copper Project  
747, GIDC Mega Estate  
Jhagadia, Dist. Bharuch  
Gujarat - 393110



## NIT – Physical verification of stores & spares

### TERMS AND CONDITIONS

#### 1) PRE-QUALIFICATION CRITERIA:

- a. A Firm must have done similar type of work in any manufacturing unit of Government organization /PSU/Listed Company/Pvt. Company. In support valid Work orders must be submitted. Work orders which are only direct in nature (WOs issued to the firm for audit of stores and spares of the issuing organization's only) will be considered as valid WO. WOs related to audit of stores and spares of any third party will be viewed as invalid.
  - b. Firm of Chartered Accountant / Cost Account with Minimum post qualification experience of 3 years of Self/Partner (Qualification Certificate/Membership Certificate/Registration certificate of Firm to be attached.)
- Documentary evidence should be submitted to establish the above PQC criteria. **Non-submission of PQC documents will lead to rejection of offer at Techno-Commercial stage.**

#### 2) Scope of Work:

- i) i) **Physical verification of around 2000 No.s of stores & spares items (Having value more than Rs. 1000) available with Hindustan Copper Limited, Gujarat Copper Project, Jhagadia as on 31.12.2024.**

The physical balance has to be verified at Main Stores & site stores with the Price Stores Ledger (PSL). The PSL balance as on 31.12.2024 to be considered for this purpose. List of stores & spares available will be provided by HCL-GCP. Discrepancies, if any found during physical verification, to be reconciled and necessary details of rectification entries to be passed by the unit and same to be given along with your report. The format of the report will be as follows:

As per main stores		As per site stores		Total as per physical verification		As per PSL		Excess (+) /Shortage (-)	
Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value	Nos.	Value

- ii) The entire assignment including submission of report to be completed within 20 days from the date of the issuance of the work order.
- iii) To assess the value, age and provide for Provision to be created as on date in books of accounts. (System generated report & List of Obsolete items as declared by the departments will be provided by HCL)

For carrying out above work, the audit team should consist of minimum one senior qualified Accountant (Either Chartered or Cost), one semi-qualified (Either Inter Chartered or Inter Cost)



### **NIT – Physical verification of stores & spares**

Accountant and Graduate Assistants. The maximum number of the audit team will be restricted to 2 (Two).

Partner to supervise the work, and to discuss the draft report with the Project Head, Finance Head & M&C head of the unit before submission of final report.

iv. The detailed Programme is to be worked out based on the scope of work and in discussion with the HCL-GCP.

#### **v. SUBMISSION OF REPORTS**

The successful bidders are required to submit **3 (three) copies** of the final report at HCL-GCP including separate list as mentioned in Point No. (i) under the “Scope of work” within **30 days** from the date of issuance of work order or within 10 days from close of FY 2024-25, whichever is earlier. It may please be noted that the draft report should be discussed and accepted by the HCL-GCP before submission of final report.



## NIT – Physical verification of stores & spares

### **B. SPECIAL TERMS AND CONDITIONS:**

1) Engineer-in-charge will be Shri Pinaki Mohan Sutradhar, (Mgr – M&C) or any other officer nominated in his place shall be Engineer-in-charge.

### **2) REMUNERATION AND ALLOWANCES:**

i) Bidders are requested to quote your consolidated fees in rupees. This remuneration includes all your charges for Journey, hotel accommodation, supervision by your Partner/Consultant, their discussion with our officers and also for writing of reports, typing etc. The price bids which are not quoted as per the clause will summarily be rejected.

ii) Working lunch will be provided at company premises during the period of physical verification.

iii) **The bidder is expected to quote its charges after careful analysis of costs involved considering all specifications and conditions of the work. In case it is noticed that the rates quoted by the bidder are unusually low, HCL/GCP may request the bidder to submit clarification to ascertain reasonableness of the rates quoted. If any firm does not provide price justification or unable to prove the rationality of the quoted price, the price bid will be considered invalid and shall be rejected out rightly and no further correspondence shall be done in this matter. HCL/GCP shall have the sole discretion to take final decision on the issue.**

### **3. PAYMENT OF REMUNERATION AND ALLOWANCES**

Payment of remuneration and allowances will be made as per the GeM standard payment term, i.e. 10 days credit period after receipt and acceptance of the final report.

4. All working papers created in the course of job will be the property of the company and handed over to the Finance Head, HCL-GCP, at the time of submission of the Final Report.

5. Unsatisfactory performance may terminate this appointment any time during period of physical verification.

6. Any dispute shall be mutually settled and the decision of unit head of HCL-GCP will be final and binding.



## NIT – Physical verification of stores & spares

### C. GENERAL TERMS AND CONDITIONS

#### 1) PREPARATION AND SUBMISSION OF BIDS

On-line Tenders are invited from bidders of tendered items mentioned in the NIT at Gujarat Copper Project

You are requested to submit your quotation through, GeM who is the service provider to HCL, under single-packet bid system.

#### 2) BIDS

The bidders who strictly fulfill the Pre-qualification criteria should only submit their offer on-line in Single parts. The interested Bidders are encouraged to visit the site of work to get themselves acquainted with the site local conditions, nature & extent of the jobs to be executed etc., before submitting their offers.

- 3) All documents, as required in NIT, to be uploaded at GEM only. All shortfall documents also shall have to be submitted online through GEM/ E-Mail only.
- 4) Offers of bidders submitting irrelevant documents in GEM against **Required Documents in Techno Commercial Bid** are likely to be rejected.
- 5) The bidder must submit their signed and stamped declaration in the format in “Annexure-IV”, along with their Techno-Commercial Bid stating that they have not been debarred/banned at the time of participating in the subject tender. The bidder shall not be eligible to participate in the tender during the period of debarment/holiday listing/ban. The above declaration by the bidder, if found to be false at a later stage, would lead to rejection of the bid/cancellation of the contract with the respective bidder along with forfeiture of their EMD/Security Deposit and recovery of appropriate Liquidated Damage, from their payments, if applicable and appropriate administrative action by the company.
- 6) The Bidder must sign on all the pages of the Tender Documents and shall endorse his/her Acceptance of all the terms and conditions mentioned in therein. In case the bidder does not quote for the entire tendered quantity of the scope of work, then their offers would also be liable for rejection.
- 7) If found, at any stage, that any document/s submitted by a bidder is false or forged, their bid or awarded work order may be cancelled/discontinued at the discretion of HCL followed by appropriate administrative action like debarment/holiday listing/ban.

#### 8) CONDITIONS FOR START-UP COMPANIES

The START-UP entities shall have to qualify the Pre-Qualification Criteria of the tender PQC.

#### 9) TENDER VALIDITY

The tender should remain valid for a period of 180 days from the date of tender opening.



## **NIT – Physical verification of stores & spares**

### **10) PARALLEL CONTRACT and RISK & COST**

- 10.1 The company reserves the right to award parallel contracts in case of unsatisfactory performance of the contractor at their risk and cost.
- 10.2 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 balance work at his Risk & Cost.
- 10.3 In case the bidder backs out after the bid opening in single bid or after the opening of Techno-Commercial bid/Price bid in Single packet bid system, the bidder may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of backing out of the bidder from the tender.
- 10.4 In case the contractor fails to start the work after award of work order within time frame stipulated in the work order, the bidder may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of award of the work order along with other administrative measures as may be decided by the company including debarment/banning/holiday listing etc.

### **11) PRICE VARIATION**

Rates given in the contract are firm and fixed. No price escalation will be allowed for reasons whatsoever during the execution of contract.

### **12) 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.

### **13) LOSSES & DAMAGES**

Losses & damages caused to the company's assets & goods due to contractor's negligence shall be recoverable from the contractor's accounts bills or any other amount lying with HCL.

### **14) GENERAL TERMS & CONDITIONS OF THE CONTRACT**

- (i) HCL, GCP shall not be liable for any damage or compensation payable by law in respect of or in consequence of any accident or injury or death to any workmen or other person in the employment of the contractor and the contractor shall indemnify and keep HCL/GCP indemnified against all such damages and compensation and against all claims, demand, proceedings cost, charges and expenses whatsoever in respect of or in relation thereto.
- (ii) Compliance of all relevant provisions of Central / State Acts / Rules in connection with labour laws, Compensation Act and all safety regulations as applicable shall be the responsibility of the contractor.



### **NIT – Physical verification of stores & spares**

- (iii) In case of injury to the labour during the course of actually performing Company's work, first-aid will be provided by the Company free of cost. Other than first aid, the company will have no liability to bear the treatment cost.
- (iv) It will be the contractor's responsibility to maintain all records, registers in accordance with the provisions of Contract Labour (Regulation & Abolition) Act and Rules made there under and other statutory laws.
- (v) The contractor should obtain a valid labour license for the actual number of workmen employed, as per Contract Labour (Regulation & Abolition) Act, 1970 issued by Competent Government Authorities and submit a copy of the same to Unit HR Department before starting execution of the work.

#### **15) COMMENCEMENT OF WORK**

The Contractor, to whom the work is awarded, will be required to commence the work as per instructions by Engineer In Charge.

#### **16) PERIOD OF CONTRACT:**

The contract shall be effective for a period of **2 Months** from the commencement of work. Mobilisation period shall be 7 days from the date of intimation and LD clause shall be considered thereafter. The HCI shall reserves the right to extend the period of contract if necessitates and reserves the right to terminate the contract with a notice of 07 days to the contactor without assigning any reason.

#### **17) PAYMENT TERMS:**

Bill should be submitted by the contractor after completion of the work. Payment shall be made within 10 (Ten) working days credit after submission of the bill completed in all respects by the contractor to the Engineer-in-Charge. However, no claim/ interest shall be admissible in case of delay in payment. GST part will be paid on presentation of document for actual payment/ filing of return of GST.

#### **18) RATES:**

Rate will be fixed & Firm during the period of contract.

#### **19) 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 scope of supply at any stage.
- iv) In the event the Contractor withdraws after the issue of WO / LOI by the Company but prior to submission of SD (if applicable), any amount due with the company will be withheld, besides initiating appropriate action.



## **NIT – Physical verification of stores & spares**

### **20) LOSS OR DAMAGE TO PROPERTY:**

Any loss or damage to the property of HCL/GCP by the Contractor will be charged from the contractor's bills. Decision in this regard, of the Officer-in charge shall be final and binding on the contractor.

### **21) CONTRACT SUB- LETTING**

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

### **22) 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/GCP 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/GCP) be liable to pay for it.

### **23. 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.

### **24. 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 of repaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the company.

### **25. EXCLUSION OF LIABILITY FOR PAYMENT FOR 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 matter connected therewith.



## **NIT – Physical verification of stores & spares**

### **26. Registration of Udvog 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 (GEM), 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 GEM.

MSME bidders, who have registered their UAM number with GEM, 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.

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]

### **27. GeM Registration:**

All the bidders are requested to get themselves registered in the GeM Platform for future compliance. Proof, if any may be submitted along with the bids by the bidders."

### **28. Temporary Suspension of work**

HCL/GCP reserves the right for temporary suspension of the job in the event of any eventuality of disorder with a notice of 07 (seven) days. However, the work will resume from the date of intimation of HCL/GCP at its discretion. During the temporary suspension period the HCL/GCP shall not be liable to pay any claim for the compensation, payment of interest etc to the contractor.

### **29. Liquidated Damages**

Time is the essence of the contract. Liquidated Damages may be levied against suppliers/contractors in case of delay in execution of contract the date of delivery / completion of job specified in Purchase Order / 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 @1/2% per week of the delay subject to a maximum of 10% of the total awarded value of the category (Excluding Service Tax / GST as applicable). L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.

Extension of delivery / contract period may be granted at the discretion of the competent authority.

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

- (i) 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.
- (ii) 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 CENVARIABLE / setoff is admissible against these levies.



### **NIT – Physical verification of stores & spares**

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

If the delay in completion of supply / 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.

### **30. 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:

- (a) Does not execute the contract in conformity with the provisions of the Contract, or
- (b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- (c) Fails to carry on and execute the Contract to the satisfaction of HCL or
- (d) Commits or permits any other breach of any of the provisions of the Contract (on the part of the contractor 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
- (e) Abandons the Work(s), or
- (f) 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
- (g) Does not perform as per the agreed programme submitted by the Contractor.

### **31. GST COMPLIANCE BY CONTRACTOR**

Amount needs to be segregated as Basic and GST Amount so that HCL can claim input credit. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor in accordance with the statutory provisions of the GST Law. Further, the contractor agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

- a) The details of outward supplies made by the contractor to HCL will be uploaded in Form GSTR-1 by 11<sup>th</sup> of the month following the month/quarter for which the return is to be filed.
- b) Once contractor has uploaded the details of outward supplies in Form GSTR- 1, contractor agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.
- c) Wherever contractor is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor will comply with such e-invoicing requirements.
- d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by HCL, including non-compliance with e-invoicing provisions, delay or non-filing of Form



### **NIT – Physical verification of stores & spares**

GSTR-1 and Form GSTR- 3B, non-payment of GST charged and recovered, contractor shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

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

32. HCL management shall immediately be informed in case of any change in the members of the firm/ company or its address or in case of any merger.

### **33. NIL CONSIDERATION**

‘NIL’ charges/ consideration/nil quoted in any item in price bid shall be treated as unresponsive and will not be considered.

34. The work during its progress can also be inspected by the Chief Technical examiner/Technical Examiner of Central Vigilance Commission or by an officer of Vigilance cell of HCL independently ab initio/ on behalf of the Engineer-in-Charge.

### **35. ABNORMAL RATES**

The bidder is expected to quote its lump sum rate after careful analysis of costs involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. If required, HCL/GCP may request the bidder to submit supporting documents to ascertain reasonableness of the rates. The same shall be furnished by the bidder expeditiously on HCL/GCP’s demand. Rejection shall be at the sole discretion of HCL/GCP.

### **36. HCL’S DISCRETION**

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

### **37. LATE OFFER**

In no case, late and delayed offers will be considered. No telegraphic/ e-mail quotations and conditional offers will be considered.

38. The company has the right to cancel the enquiry or extend the due date of receipt of quotation without assigning any reason thereof.

39. Contact details:

(1) For Technical Queries-

Mr. Uvesh Bhayani, E-mail: [uvesh\\_b@hindustancopper.com](mailto:uvesh_b@hindustancopper.com)-7990636478

(2) For commercial queries: -

Mr. Pinaki Mohan Sutradhar, E-mail: [pinaki\\_ms@hindustancopper.com](mailto:pinaki_ms@hindustancopper.com)-9433419310



**NIT – Physical verification of stores & spares**

- 40. GeM Registration:**  
All the bidders are requested to get themselves registered in the GeM Platform for future compliance. The successful bidder has to submit GeM seller ID as per OM No. 6/9/2020-PPD Dated: 24th. August, 2020 of Ministry of Finance, Government of India and revision if any.
- 41.** The Special Terms & Conditions mentioned shall supersede, the General Terms & Conditions of the NIT.
- 42. All changes in the NIT including the extension of date of opening etc., if any, would be posted on GeM Portal, the prospective bidders should keep in touch with the GeM Portal for updates before submitting their bids.**
- 43.** Tender shall be evaluated on overall L-1 basis for all items. as the jobs are to be carried out through a single source to ensure proper co-ordination continuity of job involving items of the NIT. However, Company has the right to award the contract in full or part quantity. In case there is a mismatch between figure & words in price bid the lower of the two will be taken for price evaluation to determine L 1 position.

Dy. Manager (M&C)  
Gujarat Copper Project  
Hindustan Copper Ltd.



**NIT – Physical verification of stores & spares**

**Annexure: II**

**(To be submitted on Company's Letterhead)**

**Company Profile**

<b>S.No</b>	<b>Description</b>	<b>Details</b>
1.	Name & address of the Agency with Phone No/ Fax/email	
2.	Name of contact person with phone/cell no.	
3.	Status of the Firm (Proprietorship / Partnership / Company) Please attach documents in support	
	a) Name of Directors / Partners	
	b) Year of Establishment	
	c) Details of infrastructure and network	
4.	Income Tax PAN number	
5.	GST No.	
6.	P.F. Registration No.	
7.	Name of the contact person and his/her office/residence phone no. & mobile no.	
9.	Any other information useful for consideration	
<p>I/We confirm that I/We have carefully read the terms and conditions of the tender and that the information furnished above is correct to the best of my/our knowledge. I/We agree to comply with all conditions stipulated in the bid documents without any deviation. I/We have furnished/attached all required documents along with this Technical bid document.</p>		
Place: _____ Date: _____		Signature: _____ Name: _____ (Seal of Office)



**NIT – Physical verification of stores & spares**

**Annexure-III**

(To be submitted on Company’s Letterhead)

**SELF-DECLARATION REGARDING BLACK/HOLIDAY LISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s .....hereby declare that the firm / company namely M/S.

..... has not been black/holiday listed or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely

M/S..... was black/holiday listed or debarred by any Government Department from taking part in Government tenders for a period of .....years w.e.f. .... The period is over on ..... and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I/ we are fully aware that the tender/ contract will be rejected / cancelled by HCL/GCP and earnest money / EMD shall be forfeited. In addition to the above HCL/GCP will not be responsible to pay the bills for non-access.

-Signature of the Bidder with Official Seal

Date:



**NIT – Physical verification of stores & spares**

**Annexure-IV**

(To be submitted on Company's Letterhead)

**No near relative certificate**

To:  
To,  
The Dy. Manager (M&C),  
Gujarat Copper Project  
747, GIDC Mega Estate  
Jhagadia, Dist. Bharuch  
Gujarat - 393110

Date:

**Sub: No near relative certificate**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work from the website(s) namely: <https://etenders.gov.in/eprocure/app> as per your advertisement given in the above-mentioned website(s).
2. I/We do hereby declare that we are not relative of any Director of Hindustan Copper Ltd or any of his relative is a partner.
3. In our firm there is no Partner who is director of Hindustan Copper Ltd or any of his relative is a partner.
4. We declare that none of our relative is working as an "EMPLOYEE" in the Corporation.
5. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management.

Yours Faithfully,

-Signature of the Bidder with Official Seal

Date:



**NIT – Physical verification of stores & spares**

**Annexure-V**

**(To be submitted on Company's Letterhead)**

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs),  
2017.**

1. "I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder \_\_\_\_\_ is / are **(Kindly tick the applicable option below)**

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

-Signature of the Bidder with Official Seal

Date:



**NIT – Physical verification of stores & spares**

**Annexure-VI**

To be submitted in Duplicate  
MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET  
(For NEFT/RTGS/IMPS facility)

To:  
M/s Gujarat Copper Project,  
Hindustan Copper Ltd.  
Plot No. 747, GIDC Estate,  
P.O.-Jhagadia, Dist-Bharuch,  
Fulwadi, Gujarat 393110

Dear Sir,

Sub: Authorization for release of payment due from HCL,.....through  
Electronic fund transfer RTGS.(Please fill in the information in CAPITAL LETTERS. Please  
TICK wherever it is applicable)

- 1. Name of the Party: .....
- 2. Address of the Party: .....
- City.....Pin Code.....PAN No.....
- e-mail ID.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
( 9digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank name, Branch name			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the in the Cheque Book)			
RTGS/IFSC Code			

4. Date from which the mandate should be effective:

I here by declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT/Internet/RTGS.

Signature of the Party/Authorized Signatory

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

Bank's Stamp:

Date: (Signature of the Authorized Official from the Banks)