

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-03-2024 17:30:00
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
Item Category/मद केटगरी	Custom Bid for Services - Appointment of External Agency of CA CWA Firms for Physical verification of Fixed Assets PPE as on 31st Dec 2023 and other associated works related to the verification at Delhi Office Hindustan Copper Limited
Contract Period/अनुबंध अवधि	2 Month(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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) *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

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	17110
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

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

Required/आवश्यकता	No
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#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. 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.

3. 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.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Pre Qualification Criteria ( PQC ) etc if any required:**[1709030749.pdf](#)

**Scope of Work:**[1709030767.pdf](#)

**Service Level Agreement (SLA):**[1709030775.pdf](#)

**Payment Terms:**[1709030783.pdf](#)

**GEM Availability Report ( GAR):**[1709030797.pdf](#)

**Custom Bid For Services - Appointment Of External Agency Of CA CWA Firms For Physical Verification Of Fixed Assets PPE As On 31st Dec 2023 And Other Associated Works Related To The Verification At Delhi Office Hindustan Copper Limited ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Appointment of External Agency of CA CWA Firms for Physical verification of Fixed Assets PPE as on 31st Dec 2023 and other associated works related to the verification at Delhi Office Hindustan Copper Limited
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Harit Tyagi	110092, 2nd Floor, North Tower, Scope Minar, Lakshminagar, District Centre, Delhi 110092	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

## 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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**Sub: Appointment of External Agency (CA/CWA Firms) for Physical verification of Fixed Assets/PPE as on 31.12.2023 & other associated works related to the verifications at Delhi Office, Hindustan Copper Limited, Scope Minar, Core-2, 2nd Floor, Laxmi Nagar Dist. Centre, New Delhi – 110092**

#### **1) PRE-QUALIFICATION CRITERIA (PQC)**

The bidder to be eligible for technical qualification must qualify the following conditions / qualification criteria and submit documentary evidence for the same. It is reiterated that any bid not fulfilling any of the essential requirements/ minimum eligibility criteria mentioned in this bid document would be treated as “Technically Disqualified” and rejected. Price Bids of such bidders will not be opened. No relaxation would be given to any bidder on any of these conditions. Important conditions/essential requirements for technical qualification are enumerated below:

1. A Firm must have done similar type of work in any Government organization /PSU/Listed Company, during last seven FY ending last day of month previous to the one in which applications are invited. In support, completed valid Work orders has to be submitted. Work orders which are only direct in nature (WOs issued to the firm for Physical verification of Fixed Assets/PPE of the issuing organization's only) will be considered as valid WO. WOs related to Physical verification of Plant Property & Equipment (PPE)/Fixed Assets of any third party will be viewed as invalid.
2. Firm of Chartered Accountant / Cost Account with Minimum post qualification experience of 3 years of Self/Partner (Certificate of Practice of Proprietor/Partner to be attached).

## 2) SCOPE OF WORK

1. Physical verification of Fixed Assets/PPE to be conducted by agency during FY 2023-24 considering GL balance of 31.12.2023 for block year FY 2022-23 to FY 2024-25. For identification, movable assets (approx. 25 nos.) have to be marked with QR Code tagging by the agency wherever necessary and applicable.
2. Each item of Fixed Asset is to be physically verified with reference to the Fixed Asset Register and other records available in the HCL/Delhi Office as on 31.12. 2023. Unit will provide the required details in this respect as available with them.
3. Reconciliation with Fixed Assets Register and reporting of excess/shortages with reference to the Asset Register. Excess/shortage will have to be identified, scrutinized and reconciled obtaining confirmation from the unit to such excess/shortage. Necessary adjustment advice has to be furnished by successful bidder for the incorporation in the Asset Register and the accounting thereof.
4. A complete list of excess/shortage of fixed assets is to be prepared separately giving full details as to the location of such assets, original value, cumulative depreciation as on 31.12.2023, WDV as on 31.12.2023 etc.in respect of HCL/Delhi Office. This list should form a part of the final report by the successful bidder.
5. A complete list and schedule of Active, Discarded and obsolete fixed assets to be prepared by the agency as on 31.12.2023. giving full details as to the location of such assets, book value etc., this will also form part of the final report by the successful bidder.
6. Physical verification of Fixed Assets will also cover HCL/Delhi Office Guest Houses in all places as applicable.
7. The entire assignment including submission of report to be completed within a period of 10 days from the date of acceptance of the work order.
8. For above work, one audit team will consist of minimum one qualified Accountant (either Chartered or Cost), and semi-qualified (either Inter Chartered or Inter Cost) Accountant/ Graduate Assistants. The maximum number of the audit team will be restricted to 2 (Two) including one qualified Partner.
9. Partner may also visit Delhi Office to plan, supervise the work, and to discuss the draft report with the AGM, In-Charge /Finance Head of the Delhi Office for the report to be submitted.
10. The detailed program is to be worked out based on the scope of work.

#### 11. SUBMISSION OF REPORTS:

The successful bidders are required to submit 3 (Three) copies of the final report at HCL/Delhi Office including separate list as mentioned above under the “Scope of work ” within 15 days from the date of issuance of work order. It may please be noted that the draft report should be discussed and accepted by the HCL/Delhi Office before submission of final report.

### 3) SPECIAL TERMS & CONDITIONS

#### 1. REMUNERATION AND ALLOWANCES

a) 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. The bidder has to quote their bid in total, i.e., Basic + GST in Rupees. The bidder may be asked later to provide the bifurcation of Basic+ GST. Evaluation of the bidders will be made on the basis of fees quoted including GST.

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

c) 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 abnormally high or low, HCL/Delhi Office 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 proof 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/Delhi Office shall have the sole discretion to take final decision on the issue.

2. All working papers created in the course of job will be the property of the company and handed over to the Finance Head, HCL/Delhi Office, at the time of submission of the Final Report.
3. Unsatisfactory performance may terminate this appointment any time during period of Physical verification of Fixed Assets as on 31.12.2023 & other associated works related to the verifications.
4. Any dispute shall be mutually settled, and the decision of HCL/Delhi Office will be final and binding.



5. The offer submitted to be valid for a period of 180 days from the date of opening of the same.
6. The contract period will be valid for 2 (two) months from the date of acceptance of work order.
7. Income tax, & other applicable taxes, if any, shall be deducted at source at the rate prevailing at the time of credit/payment.

#### **8. PRICE VARIATIONS**

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

#### **9. 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 the company, HCL/Delhi Office.

#### **10. JURISDICTION**

The jurisdiction shall be with the courts of Delhi only.

#### **11. TERMINATION OF CONTRACT IN FULL OR PART**

If the contractor fails to complete the work or commits default in complying with any of the terms & conditions of the contract, the company HCL/Delhi Office may without prejudice to any other right or remedy by written notice of 7(seven) days, cancel the contract as a whole or part of the contract.

12. 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.
13. No persons below 18 years of age shall be allowed to work.

#### **14. HCL'S DISCRETION**

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

## 15. LATE OFFER

In no case, late and delayed offers will be considered.

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

17. Contact details:

A) For Technical Queries-

Mr. Rahul Tiwary, E-mail: rahul\_t@hindustancopper.com – 8130968357

B) For commercial queries: -

Mr. Harit Tyagi, E-mail: harit\_t@hindustancopper.com - 8527628931

18. Tender shall be evaluated on overall L-1 basis for all items.

## 4) PAYMENT OF REMUNERATION AND ALLOWANCES

The successful bidder shall submit the bills in triplicate with necessary documents, after completion of job to the Engineer-In-Charge. The successful bidder must submit hardcopy of Bank Mandate in the format provided along with a cancelled cheque for e-payment/ RTGS payment before start of work.

## 5) MANAGEMENT 'S RIGHT S

9.1 The Company reserves the right to reject/accept any part or full tender. The Company reserves the right to award the work to the eligible party either in full or parts thereof. The decision of the Company is final and binding.

9.2 The company reserves the right to cancel the tender, amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the company in this regard shall be final and binding. The company shall have the sole discretion to take the final decision on a technical bid and price bid evaluation and the decision shall be binding to the bidder.

9.3 In the event the Contractor withdraws after the issue of WO / LOI by the Company but prior to submission of SD, any amount due with the company will be withheld, besides initiating appropriate action.

## 6) 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.

## **7) FORMAL AGREEMENT**

The contractor shall execute a formal agreement in this regard on a non-judicial stamp paper of Rs. 300/- value (To be purchased by the contractor in his name at his own cost) after the receipt of the Work Order. Formal Agreement must be made and signed by the Contractor and HCL/RSON before starting of the job.

## **8) 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/RSON 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/RSON) be liable to pay for it.

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

## **10) 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.

## **11) LOSS OR DAMAGE TO PROPERTY**

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

## **12) CONTRACT SUB- LETTING**

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

## **13) PARALLEL CONTRACT**

The company reserves the right to award parallel contracts in case similar work is to be carried out beyond the bill of quantity awarded.

## **14) RISK AND COST**

In case the Agency fails to meet the contractual obligations, HCL will be having sole discretion to get the work done through some other agency at the cost and risk to the Contractor. HCL's decision in this regard shall be final and binding on the Agency.

## **15) TEMPORARY SUSPENSION OF WORK**

HCL/RSON 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/RSON at its discretion. During the temporary suspension period HCL/RSON shall not be liable to pay any claim for compensation, payment of interest etc. to the contractor.

## **16) 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.

## 17) LEGAL CLAUSES

### I. Termination due to Events of Default

(a) 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 a Termination Notice, and to appropriate Performance Security, if subsisting.

(b) If 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 the contractor fails to remedy/cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this Contract, and to appropriate the Performance Security, if subsisting.

### II. Foreclosure of Contract Full or in Part

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Person 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 the Contract and in addition, a reasonable amount as certified by the Person 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.

### III. 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, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is

given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance/execution under the contract. Provided also that such performance/execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist, and the decision of HCL as to whether the performance has been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipment, 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.

#### IV. Amicable Resolution

(a) Save where expressly stated to the contrary in this Contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.

(b) Either Party may require such Dispute to be referred to the work in charge of HCL and the 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, either Party may refer the Dispute in accordance with the provisions of part (c) below.

(c) In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the 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.

## V. 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, 2015 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 nominated by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 2015 Act, will not stand in conflict of interest with any of the organizations. A declaration to this effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings. In case of a dispute of very high value, the dispute may be referred to an arbitral tribunal, consisting of an Arbitrator nominated by both parties each and one arbitrator appointed by both the above arbitrators.

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

The duration of proceedings and the fee structure will be governed by the 2015 Act. The venue of the arbitration shall be New Delhi 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 jurisdiction of the Court of New Delhi.

Subject to the above, the provision of Arbitration and Conciliation Act, 1996 and the rules thereunder 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 Enterprises (CPSEs) / Port Trusts 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 DPEOM No. 4(1)2013 - DPE (GM)/FTS - 1835 DATED 22-05-2018.”

## 18) DEBARMENT / BANNING OF SUPPLIERS / CONTRACTORS



Registration of suppliers and their eligibility to participate in the Procurement Entity's procurement is subject to compliance with the Code of Integrity for Public Procurement and good performance in contracts. Following grades of debarment from registration and participation in tenders can be considered against delinquent bidders/suppliers:

a) Holiday Listing (Temporary debarment or suspension): In less serious cases, a supplier/contractor (including their related entities) may be temporarily debarred from the Procurement Entity's procurements for short periods up to 12 (twelve) months, without the firm's name removed from the list of registered vendors. When a supplier/contractor is on holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The supplier/contractor automatically stands removed from the holiday listing on expiry of the holiday period. Performance issues may justify holiday listing of the vendor.

b) Removal from list of registered vendors: Debarment of a delinquent supplier/contractor (Including their related entities) for a period of time (one to two years) from the Procuring Entity's procurements with the removal of name from the list of registered vendors, due to serious deficiencies in performance or other serious transgressions. The vendors removed from the list of registered vendors are neither invited to bid nor are their bids considered for evaluation. Whenever a firm is removed from the list of registered vendors, its registration stands cancelled, but the supplier data should not be deleted from the system. Suppliers/contractors removed from the list of registered vendors, or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal. The issues which may justify removal of the supplier/contractor from the list of registered suppliers include:

- i) failure to abide by the terms and conditions of the contract.
- ii) ceases to exist or is acquired by or merged with another firm or ceases to operate in the category of requirements for which it is registered.
- iii) bankruptcy or insolvency as declared by a court of law.
- iv) banning by Ministry/Department or any other Government agency.
- v) CBI/CVC/C&AG or Vigilance Department of Procuring Entity recommending such a course in respect of a case under investigation.
- vi) any other ground, based on which the registering authority considers that continuation of registration of the firm is not in the public interest.

c) Banning of Firms: When the misconduct and moral turpitude of a firm goes beyond mere performance issues, imposition of a ban on business relations with the firm may be done for a specified period of time (normally not exceeding three years), after following the debarment procedures mentioned in Para 25.2 below. The Procuring Entity should ensure that, before sending the proposal for banning business, the name of the defaulting firm is removed from its list of registered vendors. An order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.



However, the firm would have to apply afresh for registration with procuring entities. Firms and any of their successors should be banned or debarred if they indulge in following misdemeanors:

i) Debarment from participating in a procurement process of Procuring Entity for a period not exceeding three years, if the proprietor of the firm, its partner or representative:

a) is convicted of any offence by a court under the Prevention of Corruption Act, 1988.

b) is convicted of any offence by a court under the Indian penal Code or causing any legal liability to the Procuring Entity as part of execution of a public procurement contract.

c) is suspected to have doubtful integrity

d) any other ground which considers that banning is in the public interest.

ii) Debarment from participating in any procurement process undertaken by the concerned Procuring Entity, for a period not exceeding two years, if there is strong justification for believing that the proprietor or representative of the firm has been guilty of violation of the code of Integrity for public procurement or Integrity Pact etc.

RSN-Delhi Office  
Hindustan Copper Ltd

**Annexure - II**

**BIDDER'S DETAILS**

Sr. No.	Details	Bidder's details
1.	<p>Name &amp; Address of the bidder (Individual/Company/ Firm/Society):</p> <p>Contact details (to be mentioned):</p> <p>Telephone No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>E-mail ID:</p>	

**UNDERTAKING**

- a) I/We hereby certify that all the information furnished in the tender document is true to the best of my knowledge. I have no objection to the company verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- b) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling the Bank to avoid/cancel any resultant contract.
- c) I/we further undertake that as and when called upon by the Company for inspection, to produce original(s) of the documents of which copies have been attached hereto.
- d) It is certified that I/we have not been debarred or blacklisted from participation in Govt., tenders at the time of purchasing this tender document.
- e) I/We also certify that, I/We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally.

NEW DELHI

DATE:

SIGNATURE OF BIDDER  
(OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp

**Annexure - III**

**TENDER ACCEPTANCE DECLARATION**

From: M/s.....

To  
HINDUSTAN COPPER LIMITED  
RSON-Delhi Office.

Name of Work:\_\_\_\_\_ having carefully examined the tender document attached to your Tender no:\_\_\_\_\_ dated\_\_\_\_\_ we offer to complete the work in conformity with all the conditions stated in invitation to tender, instructions, terms and conditions of the contract, technical specifications, drawings, time schedule of completion of work and other tender documents and papers, as detailed in the tender documents.

We understand that the time stipulated for completion of work in all respect mentioned in the "Time Schedule" of completion of work and signed and accepted by us is the essence of the CONTRACT. We agree that in case of our failure to strictly observe the Time of Completion mentioned for work or any of them and to the final completion of the work in all respects according to the schedule set out in the said "Tender Schedule" of completion of work, we shall pay compensation to you, as per provision and stipulations contained in the terms and conditions.

We certify that we have carefully read each and every condition and technical specifications given in this tender document and understood the same, and we confirm our acceptance of the same. We agree to abide by this tender initially for a period of 180 days from the last date fixed for the receipt of the tender by you, and our quoted price shall remain firm and binding on order and us may be accepted at any time before the expiry of that period. We also agree that we shall not withdraw from this tender during this period of 180 days.

Should this tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of tender document and in default thereof, to forfeit and pay to HCL or its Successors or its Authorised Nominees such sums of money as are stipulated in Conditions contained in tender document together with the written acceptance. We understand that you are not bound to accept the lowest or any tender, without assigning any reason.

We further agree to sign an agreement to abide by the General conditions of contract to be stipulated therein and work according to the specifications acceptable to you for the works. In case of acceptance of the tender by Company, we bind ourselves to furnish the required security deposit as per NIT conditions, to execute the contract document including any guarantee bond, and to commence the work within specified time after receipt of order, failing which of we shall have no abide by the Bid Security Declaration Form and to your awarding the job to a third party at our risk and peril.

Unless and until a formal agreement is executed, this tender together with written acceptance thereof, shall constitute a binding CONTRACT between HCL and ourselves.

Date:

SIGNATURE OF BIDDER  
(OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp

**Annexure – IV**

**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/ HCL and earnest money / EMD shall be forfeited. In addition to the above HCL/ HCL will not be responsible to pay the bills for non-access.

DATE:

SIGNATURE OF BIDDER  
(OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp

Note: In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

**Annexure – V**

**WORK EXPERIENCE**

Details of valid completed/running Work Order executed by the bidder along with successful completion/execution certificate, during last seven FY ending last day of month previous to the one in which applications are invited:

Sr. No.	Name of the Client with full address, phone, Email, and name of contact person for verification of credential	Ref. Work Order and relevant performance certificate	Work Order Value	Duration of Contract	
				Start	End

[Extra rows may be added, if required]

Note: Only above-mentioned valid work orders with relevant successfully completion/execution certificate shall be considered for evaluation of PQC criteria related to work experience of the tender. Please refer to Pre-qualification criteria for valid work order value.

DATE:

SIGNATURE OF BIDDER  
(OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp

**Annexure – VI**

**NO NEAR RELATIVE CERTIFICATE**

To

HINDUSTAN COPPER LIMITED  
RSON-Delhi Office

References: Tender No: -

Name of Tender/Work: -

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work from the website of Government E-Marketplace as per your advertisement given in the above-mentioned website(s).
2. I/We do hereby declare that we are not relatives 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.

DATE:

SIGNATURE OF BIDDER  
(OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp

## **Annexure – VII**

### **PROFORMA OF AGREEMENT**

(On Non-Judicial Stamp Paper of Appropriate Value)

CONTRACT  
FOR \_\_\_\_\_

AGREEMENT

DATED \_\_\_\_\_ BETWEEN

M/s \_\_\_\_\_

the town of \_\_\_\_\_ hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part the Hindustan Copper Limited, hereinafter called the “Owner” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHERE AS:

- A. The Owner being desirous of having provided and executed certain works mentioned enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Condition of the Contract, Special Condition of the Contract, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, agreed variations, other documents as called for Tender.
- B. The Contractor has inspected the site and Surrounding of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature and of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract and has examined and considered all other matters, conditions & things and probable and possible contingencies, and generally all the matters incidental thereto and ancillary thereof affecting the execution and completion of work and which might have influenced him in making his tender.
- C. The Notice Inviting Tender, General Conditions of Contract, Special Condition of the Contract, General obligations, specifications, Drawings, Plans, Time Schedule of Completion

of Jobs. Letter of acceptance of tender and any statement of agreed variations with its enclosures, copies for which are thereto annexed form part of this contract through separately set out herein and are included in the expressions “CONTRACT” wherever herein used.

#### AND WHEREAS

The Owner accepted the Tender of the contract for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the “Schedule or Rates”) upon the terms and subject to conditions of the Contract.

NOW this agreement witnessed, and it is hereby agreed and declared as follows:

- 1) In consideration of the payment to be made to the contractor for the work to be executed by him the contractor hereby covenants with the Owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform and all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of said works and at the said times and in the manner subject to the terms and conditions or stipulations mentioned in the contract.
- 2) In consideration of the due provision of the said work the owner does there by agree with the contractor that the Owner will pay to the contractor the respective amount for the work actually done by him and approved by the owner at the Schedule Rates and such other sum payable to the contractor under provision of contract, such payment to be made at such time in such manner as provided for in the contract.

#### AND

- 3) In consideration of the due provision, execution and completion of the said works the contractor does hereby agrees to pay such sum as may be due to the Owner for the services rendered by the Owner to the contractor, such as power supply, water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the owner's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the contract.
- 4) It is specifically and distinctly understood and agreed between the Owner and the contractor that the contractor shall have no right, title or interest in the site made available by the Owner for execution of the work or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless and the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge of unpaid bills nor will be entitled to assume or retain



possession or control of the site or structures and the owner shall have an absolute and unfettered right to take full possession of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and laying on the site.

The contractor shall be allowed to visit the Job Execution Site as a contractor and he shall not have any claim, right, title or interest in the site or the structures erected thereon, and the Owner shall have been entitled to cancel such license at any time without assigning any reason.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on  
behalf of Hindustan Copper Limited.

Signed and delivered for and on  
behalf of Contractor.

Date:

Date:

Place:

Place:

Witness:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Annexure – VIII**

**No Claim Certificate**  
(On Bidder Company Letterhead)

To  
The Authorized Officer of Procuring Entity  
HINDUSTAN COPPER LIMITED  
RSON-Delhi Office

References: Work Order No/Dated:

Name of Work:

We have received the sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only/-)

in full and final settlement of all payments due to us for the supply/execution of above referenced work order under the contract agreement, between us and HCL. We, hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, on any account, against HCL, against the aforesaid contract agreement executed by us.

We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any kind/description whatsoever; regarding the amounts worked out as payable to us and received by us. And that we shall continue to be bound by the terms and conditions of the contract agreement.

Date:

(SIGNATURE OF OWNER/DIRECTOR/ AUTHORISED SIGNATORY)  
Official Seal / Stamp