

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
वस्तु श्रेणी /Item Category	Financial Audit Services - As Per NIT; Audit Firm, CA Firm
अनुबंध अवधि /Contract Period	2 Month(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या   / Minimum number of bids required to disable automatic bid extension	3

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

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

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting

documents to prove his eligibility for Relaxation.

2. 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. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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.

4. 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.

5. 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.

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

#### Financial Audit Services - As Per NIT; Audit Firm, CA Firm ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	As Per NIT
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	As Per NIT
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>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

#### अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Gagan Choubey	410208,Taloja Copper Project, Plot No E-33 to E-36, MIDC Area, P.O.- Taloja, Dist- Raigad, Maharashtra-410208	Project / Lumpsum Based	N/A

#### क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

##### 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 items should be as per specifications and quantity mentioned in attached NIT in Buyer uploaded ATC document.
3. Do not attach/upload or disclose any kind of rate in techno-commercial bid documents, otherwise the bid will summarily be rejected.

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

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

#### अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---



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**ANNEXURE -I**

Hindustan Copper Limited, Taloja Copper Project (A Govt. of India Enterprise) Plot no E-33 to E-36, MIDC Area, Taloja, Raigad, Navi Mumbai, Maharashtra 410208	<b>Enquiry No.: 2564</b> Dept.: -M&C Issued by: - <b>Ch. Mgr. (Marketing)</b> Last Date & Time for Tender Submission: <b>As mentioned in GeM</b> Place of submission: <b>Online through GeM</b> Date & Time of Tender Opening: <b>As mentioned in GeM</b>
To	Note to Supplier: <b>Two Bid</b> E.M.D (Rs.): <b>Nil</b> SECURITY DEPOSIT (%): <b>Nil</b> Duration of Contract: <b>60 Days</b>

**Subject: Appointment of Chartered/ Cost Accountant firm for physical verification of stores & spares as on 31/12/2025 & other associated works related to the verification at Taloja Copper Project (A Unit of Hindustan Copper Ltd.), E33-E36, MIDC, Taloja P.O., Taloja-410208, Dist. Raigad.**

विषय: तलोजा और स्पेयर पार्ट्स के भौतिक सत्यापन और सत्यापन से संबंधित अन्य कार्यों के लिए चार्टर्ड/कॉस्ट अकाउंटेंट फर्म की नियुक्ति 31/12/2025

तलोजा कॉपर प्रोजेक्ट (हिंदुस्तान कॉपर लिमिटेड की एक इकाई), E33-E36, एमआईडीसी, तलोजा डाकघर, तलोजा-410208, जिला रायगढ़ में ।

Dear Sir/Madam,

Online tenders through GeM are invited on behalf of M/s Hindustan Copper Limited Plot no E-33 to E-36, MIDC Area, Taloja, Raigad, Navi Mumbai, 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	UOM	Quantity
1	903035275	Appointment of Chartered/ Cost Accountant firm for physical verification of stores & spares etc. at TCP	Number	1

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



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the same. No further intimation in that respect shall be entertained by this office after the said stipulated period.

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 CPP and/or Hindustan Copper Website 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 Raigad (Maharashtra) 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:

Annexure No	Description
I	PQC, Scope of Supply, Specifications, Special & General Terms & Conditions
II	Company Profile
III	Self-Declaration Regarding Black/Holiday listing
IV	No Near Relative Certificate
V	Declaration with respect of filling of Income tax return
VI	Bank Mandate

\* (a) Annexure I (all pages) 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.**

Ch. Manager (Marketing)  
Taloja Copper Project,  
Hindustan Copper Ltd



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**Annexure I: SPECIAL TERMS AND CONDITIONS**

**1. PREQUALIFICATION 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.)

**2. SUBMISSION OF OFFER:**

Tenderer should submit their offer in **TWO-PART BID** as per GeM portal on or before due date for the tender titled “**Appointment of Chartered/ Cost Accountant firm for physical verification of stores & spares etc. at TCP**”.

Tender terms & conditions will be as per GeM portal.

**3. SCOPE OF WORK-**

**Physical verification of around 1600 Nos. of stores & spares items available with Hindustan Copper Limited, Taloja Copper Project, Taloja as on 31.12.2025.**

- i) The physical balance has to be verified at Main Stores & site stores with the Price Stores Ledger (PSL). The PSL balance as on 31.12.2025 to be considered for this purpose. List of stores & spares available will be provided by HCL-TCP. 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 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



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- ii) The entire assignment including submission of report to be completed within 30 days from the date of the issuance of the work order or 15<sup>th</sup> April'2026, whichever is earlier. The period can be further extended for any period on sole discretion of HCL.
- 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) Accountant/ Graduate Assistants. The maximum number of the audit team will be restricted to 2 (Two).

- iv. 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.
- v. The detailed Programme is to be worked out based on the scope of work and in discussion with the HCL-TCP.
- vi. SUBMISSION OF REPORTS

The successful bidders are required to submit **3 (three) copies** of the final report at HCL- TCP including separate list as mentioned in Point No. (i) under the "Scope of work". It may please be noted that the draft report should be discussed and accepted by the HCL-TCP before submission of final report.

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

- 1) Engineer-in-charge will be Shri Gagan Choubey, (Chief Manager – 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.



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- 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/TCP 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/TCP shall have the sole discretion to take final decision on the issue.**

### 3) PAYMENT TERMS:

Bill should be submitted by the contractor after completion of work on monthly basis. Payment shall be made within 30 (Ten) working days credit after submission of the bill completed in all respects 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.

- 4) All working papers created in the course of job will be the property of the company and handed over to the Finance Head, HCLTCP, 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-TCP will be final and binding.

### 7) RATE / PRICE:

Rate will be fixed & firm for entire contract period.

### 8) PERIOD OF CONTRACT:

The contract shall be effective for a period of 60 days from the issue of WO. The contract period may be further extended for another 15 days on sole HCL discretion.



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### C. General Terms & Conditions

#### 1. OPTION CLAUSE:

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. INCOME TAX/GST, etc.

The taxes at source shall be deducted from the payment made to the contractor as required under relevant statutes.

- a. As per Section 51 of the CGST Act 2017 provides for deduction of tax by the Government Agencies including PSUs (Deductor), from the payment made or credited to the supplier (Deductee) of taxable goods or services or both, where the total value of such supply, under a contract, exceeds two lakh and fifty thousand rupees.
- b. The subject section which provides for tax deduction at source was not notified to come into force with effect from 1st July 2017, the date from which GST was introduced. Government has recently notified that these provisions shall come into force with effect from 1st October 2018, vide Notification No. 50/2018 – Central Tax dated 13th September 2018.
- c. The amount deducted as tax under this section shall be paid to the Government by Deductor within ten days after the end of the month in which such deduction. The TDS deducted will be made available in Deductee Electronic Cash Ledger, which they may use to pay their future tax liabilities. As evident from above, It is hereby communicated to all contractors that GST TDS would be deducted from their bills as per GST Law notified by Govt. of India.

#### 3. GST COMPLIANCE BY CONTRACTOR

GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor 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:



## NIT

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

b) Once contractor 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 nonfiling of Form 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.

#### **4. PENALTY FOR LATE/NON-DELIVERY & RISK PURCHASE:**

a. Time is the essence of the contract, In the event of goods not delivered to TCP on or before the date of delivery mentioned in the order, the supplier shall liable to pay to HCL, TCP a sum equivalent to ½%(half percent) of basic value per week or part thereof for the delayed period against each delivery schedule by way of penalty. However, the total penalty will not exceed 10% of the total contract value (basic).

b. If the supplier fails to perform satisfactorily as per contractual delivery terms and obligations, HCL, TCP may with prior intimation to the supplier, cancel the contract including part quantities and purchase the goods elsewhere. In such an event the supplier shall pay to HCL, TCP on demand any loss, HCL, TCP may suffer, thereby including the difference between the cost of purchasing the goods from elsewhere and contract price under similar contractual terms.

#### **5. INSPECTION, CHECKING/TESTING:**

The goods quality and workmanship covered by the order can be subject to inspection and any time prior to shipment but will in any case be subject to final inspection within a reasonable time



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after arrival at the place of delivery. The goods supplied should be of best quality, workmanship to the entire satisfaction of HCL, TCP. Inspection of materials at our stores will be final.

### 6. **Price Reduction (PRd.)**

6.1 Compensation of loss on account of late delivery/performance shortfall (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Price Reduction. The procuring Entity is allowed to recover loss from the supplier/ contractor provided such a term is included in the contract. Law allows recovery of pre-estimated loss provided such a term is included in the contract.

#### 6.2 **Quantum of Price Reduction**

Procuring Entity may recover from the contractor, as agreed, the Price Reduction a sum equivalent to 0.5 (half) per cent of the prices of any portion of stores and/or service delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (ten) per cent of the value of delayed goods/service or both. The Price Reduction cannot exceed the above amount of 10% stipulated in the original awarded contract value excluding GST. However, for contracts awarded through GeM portal, Price Reduction cannot exceed the above amount of 10% stipulated in the original awarded contract value including GST. Financial loss due to delayed delivery/service or both should be calculated for claim of Price Reduction. Price Reduction will not applicable on escalation or de-escalation and change in scope of work.

#### 6.3 **Waiver of Price Reduction**

There should normally be no system of waiver of Price Reductions and it may strictly be an exception rather than a rule. For an extension of delivery date with waiver of Price Reduction, approval of the competent authority may be taken and justifications recorded.

### 7. **RECOVERY OF SUMS DUE:**

Whenever any claim against the supplier for payment of any sum of money arises out of or under the contract HCL, TCP shall be entitled to recover such sums from any sum when due or which at any time thereafter may become due from the supplier under this or any other contract with HCL and should this sum be not sufficient to cover the recoverable amount, the supplier shall pay to HCL, TCP on demand the balance remaining due immediately.



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8. **NO ASSIGNMENT:** The order when placed shall not be assigned to any other agency by the supplier.
9. HCL reserves the right to reject any or all tenders entirely at their sole discretion without assigning any reason thereof and also reserves the right to place order in part or full on different suppliers.
10. **VALIDITY:** Your offer should be valid for a period of 180 days after receipt and acceptance of your offer.
  
11. The company has the right to cancel the enquiry or extend the due date of receipt of quotation without assigning any reason thereof.

## 12. Standard legal Clauses in a Contract

### 1) 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 restriction, 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, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipment's, 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 rules or restrictions by the Government.



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### 2) 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 Article 2 (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 Article 2 (c) below.

(c) In the event that any Dispute has not been resolved as per the provisions of Article 2 (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 Article 3 below.

### 3) 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.



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- (a) 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.
- (b) 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.
- (c) The duration of proceedings and the fee structure will be governed by the 2015 Act. The venue of the arbitration shall be Raigad 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 Raigad.
- (d) Subject to the above, the provision of Arbitration and Conciliation Act, 1996 and the rules there under and the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply and be incorporated in this contract.
- (e) “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.”

Chief Manager (M&C)  
TALOJA COPPER PROJECT  
HINDUSTAN COPPER LIMITED



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### Annexure-II

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

S.No.	Description	Details
1.	Name & address of the Agency with Phone No & E-Mail ID	
2.	Name of authorized 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.	
8.	Name of the persons authorized to sign documents on behalf of the contractor with specimen signature (Attach authority letter)	
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: _____ List of Enclosure: _____		Signature: _____ Name: _____ (Seal of Office)



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

-Signature of the Bidder with Official Seal



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**Annexure-IV**

(To be submitted on Company's Letterhead)  
**No near relative certificate**

To,

Date:

Taloja Copper Project,  
Hindustan Copper Ltd.  
Plot no E-33 to E-36, MIDC  
Area, Taloja, Raigad, Navi  
Mumbai, Maharashtra  
410208

**Sub: No near relative certificate**

**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(s) namely: **GeM** 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)



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**Annexure-V**

>>To be printed **on your** letter head and to be signed with seal<<

To,  
The Ch. Manager (Mktg),  
Taloja Copper Project  
Plot no E-33 to E-36,  
MIDC Area, Taloja,  
Raigad, Navi Mumbai,  
Maharashtra 410208

**Subject – Declaration with respect of filing of Income tax return**

Sir/Madam,

Following is the Declaration with respect to filling of Income tax return

- 1. Name of the Assessee:**
- 2. PAN of the Assessee:**
- 3. Following income Tax return filing information for last two years.**

S. No	Particulars	Previous Year 2024-25 (A.Y. 2025-26 )	Previous Year 2023-24 (A.Y. 2024-25)
1	Filling of Income tax return		
2	Date of Filling Return		
3	Acknowledgement Number		
4	Aggregate of TDS and TCS is INR 50,000 or more in each year.		

**Enclosure: Acknowledgement Copies of ITR for AY 2024-25 & 2025-26.**

I/ we hereby certify that the declaration made above is true and correct.

-Signature of the Bidder with Official Seal

Signature of the Bidder with Official Seal



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ANNEXURE –VI

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET  
(For RTGS facility)

To,  
Hindustan Copper Limited,  
.....  
.....  
.....

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.			
( 9 digits 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			
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 hereby 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 RBI N EFT/ 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)