

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details   |   |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                              | 24-02-2026 12:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                             | 24-02-2026 12:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (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  |
| कुल मात्रा/Total Quantity   | 12  |
| वस्तु श्रेणी /Item Category   | 313000346 Micropilot FMR67B 80 GHz radar sensor ,<br>313000347 Micropilot FMR66B 80 GHz radar sensor ,<br>313000348 Absolute and Gauge Pressure Cerabar ,<br>313000349 Absolute and Gauge Pressure Cerabar ,<br>313000350 Absolute and Gauge Pressure Cerabar ,<br>313000351 Proline Promag W 400 Electromagnetic ,<br>313000352 Proline Promag W 400 Electromagnetic |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS       | Micropilot FMR67B 80 GHz radar sensor , Micropilot FMR66B 80 GHz radar sensor, Absolute and Gauge Pressure Cerabar PMP51 , Absolute and Gauge Pressure Cerabar PMP55, Absolute and Gauge Pressure Cerabar PMP75, Proline Promag W 400 Electromagnetic Flowmeter , Proline Promag W 400 Electromagnetic Flowmeter  |

**बिड विवरण/Bid Details**

|   |   |
|---|---|
| <p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>  | <p><b>Searched String:</b> Micropilot FMR67B 80 GHz radar sensor<br/>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Micropilot FMR66B 80 GHz radar sensor<br/>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Absolute and Gauge Pressure Cerabar PMP51<br/>Pressure and Vacuum Gauges as per IS:3624, GAUGE PRESSURE (OFB-DEFENCE)</p> <p><b>Searched String:</b> Absolute and Gauge Pressure Cerabar PMP55<br/>Pressure and Vacuum Gauges as per IS:3624, GAUGE PRESSURE (OFB-DEFENCE), Watermist and Caf Fire Extinguisher Low Pressure Trolley Mounted (V2), Watermist and Caf Fire Extinguisher Low Pressure Back Pack Type (V2)</p> <p><b>Searched String:</b> Absolute and Gauge Pressure Cerabar PMP75<br/>Pressure and Vacuum Gauges as per IS:3624, GAUGE PRESSURE (OFB-DEFENCE)</p> <p><b>Searched String:</b> Proline Promag W 400 Electromagnetic Flowmeter<br/>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Proline Promag W 400 Electromagnetic Flowmeter<br/>Category not available on GeM for the text string uploaded by the buyer</p> |
| <p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p>                                   | <ul style="list-style-type: none"> <li>• Dial type indicating Pressure Gauges</li> <li>• Octopus ( Diving Instruments or Accessories)</li> </ul>  |
| <p><b>बीओक्यू शीर्षक /BOQ Title</b></p>   | <p>Procurement of Endress and Hauser make Field Instruments</p>   |
| <p><b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b></p>        | <p>No</p>   |
| <p><b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b></p> | <p>No</p>   |
| <p><b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b></p>  | <p>Certificate (Requested in ATC)<br/>*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</p>  |

| बिड विवरण/Bid Details  |  |
|--|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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  | 1  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended  | 5  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count  | 1  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | No   |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| प्राथमिक उत्पाद श्रेणी/Primary product category  | 313000346 Micropilot FMR67B 80 GHz radar sensor  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 2 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No   |
| मूल्यांकन पद्धति/Evaluation Method   | Total value wise evaluation  |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

#### ईएमडी विवरण/EMD Detail

|                             |                     |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount       | 43100               |

#### ईपीबीजी विवरण /ePBG Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b) ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

CM (M&C)

KOLKATA CORPORATE OFFICE, HINDUSTAN COPPER Limited, HINDUSTAN COPPER Limited, Ministry of Mines (Pradip Mahanto)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

|   |   |
|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference  | Yes   |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%  | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference   | 50  |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

**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  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                          | 25  |

**Single Tender**

|                          |     |
|--------------------------|-----|
| Single Tender Applicable | Yes |
|--------------------------|-----|

|   |  |
|---|--|
| Reason  | The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote. |
| List of Seller Organization for participation | K P INSTRUMENTS  |

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

### **31300346 Micropilot FMR67B 80 GHz Radar Sensor**

**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | PAWAN KUMAR<br>CHAURASIA                                      | 481116,Malanjkhand Copper<br>Project, Dist- Balaghat, Madhya<br>Pradesh- 481116 | 2                | 90                              |

**313000347 Micropilot FMR66B 80 GHz Radar Sensor**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | PAWAN KUMAR<br>CHAURASIA                                      | 481116,Malanjkhand Copper<br>Project, Dist- Balaghat, Madhya<br>Pradesh- 481116 | 1                | 90                              |

**313000348 Absolute And Gauge Pressure Cerabar**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1             | PAWAN KUMAR CHAURASIA                                   | 481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116 | 5                | 90                           |

**31300349 Absolute And Gauge Pressure Cerabar**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1             | PAWAN KUMAR CHAURASIA                                   | 481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116 | 1                | 90                           |

**31300350 Absolute And Gauge Pressure Cerabar**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | PAWAN KUMAR<br>CHAURASIA                                      | 481116,Malanjkhand Copper<br>Project, Dist- Balaghat, Madhya<br>Pradesh- 481116 | 1                | 90                              |

**313000351 Proline Promag W 400 Electromagnetic**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

|                               |                           |
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| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | PAWAN KUMAR<br>CHAURASIA                                      | 481116,Malanjkhand Copper<br>Project, Dist- Balaghat, Madhya<br>Pradesh- 481116 | 1                | 90                              |

**313000352 Proline Promag W 400 Electromagnetic**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
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|-------------------------------|---------------------------|

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|---|------------------|------------------------------|
| 1             | PAWAN KUMAR CHAURASIA                                   | 481116, Malanjhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116 | 1                | 90                           |

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

**1. Generic**

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**A) SCOPE OF WORK:-**

| Sl. No. | Material Code | Description of Material with Specification/Part No./Make, etc                   | Unit   | Quantity |
|---------|---------------|---|--------|----------|
| 1       | 313000346     | Micropilot FMR67B – 80 GHz radar sensor , Model: FM R67B-AABAEFJGPJDRJAD2AAPQZ1 | Number | 2        |
| 2       | 313000347     | Micropilot FMR66B – 80 GHz radar sensor , Model: FM R66B-AABAEFHGAJCRJDAAPQZ1   | Number | 1        |
| 3       | 313000348     | Absolute and Gauge Pressure Cerabar PMP51 , Model : PMP51-AA21JA1WGJR1JA1AAPAZ1 | Number | 5        |
| 4       | 313000349     | Absolute and Gauge Pressure Cerabar PMP55, Model: PMP55-AA21JA1MGCF0JA1AAAAZ1   | Number | 1        |
| 5       | 313000350     | Absolute and Gauge Pressure Cerabar PMP75 , Model : PMP75-PMP75-ABA1WE1YAMUZ1   | Number | 1        |

|   |           |  |        |   |
|---|-----------|--|--------|---|
| 6 | 313000351 | Proline Promag W 400 Electromagnetic Flowmeter ,<br>Model: 5W4C1H-AADLHP4AQA120AAAPCZ1 | Number | 1 |
| 7 | 313000352 | Proline Promag W 400 Electromagnetic Flowmeter ,<br>Model: 5W4C50-AADLHP4AQA120AAAPCZ1 | Number | 1 |

-

## **B) PRE-QUALIFICATION CRITERIA (POC)**

-

1. Offer From M/s K P INSTRUMENTS only shall be accept in this tender.

## **C) SPECIAL TERMS & CONDITIONS;**

### **1. EARNEST MONEY DEPOSIT (EMD):**

Supplier has to submit an amount of **Rs 43,100/- (Forty Three Thousand One Hundred)** towards EMD through insurance surety bonds **OR** bank guarantee (including e-bank guarantee) from any of the commercial banks as per HCL's Format enclosed with the bid document **OR** payment online in an acceptable form NEFT/RTGS.No other form for EMD submission will be acceptable. Please upload payment transfer details (scan copy of RTGS/NEFT payment transfer)/ scan copy of bank guarantee/ scan copy of insurance surety bonds in the bid documents on GEM portal. The bank A/C details for RTGS/NEFT payment are as under:

**IFSC Code: SBIN0004510**  
**A/C Type: Current Account**  
**A/C No.: 11290757078**  
**A/C Name: Hindustan Copper Limited**

EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Security deposit within the specified period. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after award of the contract / Lol. EMD should be refunded to the successful bidders on receipt of Security deposit. In case of discharge of tenders or for bidders, who are disqualified during processing of the bid, EMD shall be refunded within 30 days of such decision.

EMD should remain valid for a period of 45 (Forty-Five) days beyond the final bid validity period.

**Sellers exempted from submission of EMD shall be strictly as per conditions defined under general terms and conditions of GeM (clause no. 04, sub clause xiii, m).**

**Non-submission of valid EMD exemption document before due date of bid opening shall lead to rejection of offer. No documents pertaining to EMD exemption shall be accepted after due date of bid opening.** In case of non-receipt of EMD amount or documents pertaining to EMD exemption before due date of opening, the online offers will not be considered. The Earnest Money so deposited shall not bear any interest. No adjustment, of any pending amount / EMD whatsoever, against EMD will be made.

- 2. PERFORMANCE BANK GUARANTEE:** The supplier has to submit Bank Guarantee for 10% of the b

basic value of the order, from a scheduled Commercial Bank except Co-operative and Gramin Bank towards performance on HCL's format valid to cover the guarantee period. Performance Guarantee in any other format is not acceptable. The Performance Bank Guarantee should be valid up to 60 (sixty) days beyond the Guarantee period.

- 2.1 Alternatively, on request by party an amount equivalent to the Performance Bank Guarantee may be retained from their bills.
- 2.2 In case BG is received, payment will be released withholding amount of BG under confirmation. On receipt of confirmation, withhold amount shall be released.
- 2.3 Subject to any deduction which HCL is authorized to make, Performance Bank Guarantee shall be released after fulfilling the guarantee / warranty as per the contractual terms. On breach of a contract by a supplier/contractor, Warranty Bank Guarantee shall be forfeited/ encashed, whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/encashment of Warranty Bank Guarantee does not prejudice HCL's rights to make risk purchase and recover damages on account of such risk purchases.

**Note: - BG Claim date shall be more than by 06 Months from the BG Expiry date.**

3. Bidder has to submit offer for exact specified model of make M/s Endress+Hauser
4. All the supplied items should be one to one replacement at the working HCL MCP Mine site.
5. If any upgradation has been done in the specified model by OEM M/s Endress+Hauser , Bidder has to submit one to one replacement certificate for all items. These offered spares should be compatible in all respect with already old running system/equipments.
6. Site Visit: For better understanding and confirmation of the required hardware, Bidder may visit the site or contact representative of M/s HCL before submitting part 1 bid .
7. All the items shall be accepted only after testing and successful Hot & Cold trial at site.
8. Cold trial shall be powered up and tested at site.
9. If required, for Hot commissioning HCL MCP shall inform the dates in advance to supplier.
10. Supervision of Commissioning shall be in the scope of bidder. If commissioning is to be done in multiple parts, the same shall be informed by HCL/MCP in advance.
11. Keypad or Software programming , if any shall be in the scope of supplier.
12. All programming cables, hardware, software for commissioning support is to be arranged by bidder .
13. Hard and Soft copy of operation/maintenance/repair manuals to be provided with supply
14. The bidder should quote their least possible delivery period.
15. Acceptance/ Noted comments of all above points should be given in the technical offer by the bidder s.
16. **Warranty / Guarantee:** 18 months from date of receipt / 12 months from date of commissioning .
17. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) shall supersede any other T&C of Bid document.
18. It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid. Bidder shall upload certification for the same on their letter head along with the offer. In absence of the certification, HCL reserves the right to reject the offer.
19. Bidders to ensure that qualifying documents indicated for all the Pre-Qualification Criteria are submitted along with the offer. During evaluation and comparison of bids, HCL/MCP may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by e-mail/e-procurement portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. The shortfall information/docum

ents should be sought only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone change since then. Any historical/pre-existed document as on or before the last date of bid submission can be treated as shortfall documents for meeting the pre-qualification criteria and other terms & conditions of the NIT.

20. GeM ePBG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordance with **ANNEXURE - 'A'** of Buyer added Bid Specific Terms and Conditions (ATC).
21. Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/contains all the Technical specifications & Commercial conditions mention in our NIT and Buyer Added Bid Specific Terms and Conditions.
22. Prices on GeM are inclusive of all cost components i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored.
23. 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.
24. Bidder to indicate the item wise GST percentage ( 5% or 12% or 18% or 28%) in their Part-I (Techno-commercial) offer which is inclusive in the total quoted price.
25. Bidder to indicate the item wise HSN number in their Part-I (Techno commercial) offer.

## **26. RISK & COST:**

- a. The work has to be completed as per the terms and conditions of the work order. In case the Supplier / Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to forfeit the security deposit and award the contract for balance work to get the job done through other agency at the Risk & Cost of the Contractor.
- b. In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system, administrative measures as may be decided by the company including debarment etc.
- c. In case the Supplier/ Contractor fails to start the work after award of work order within time frame stipulated in the work order, administrative measures as may be decided by the company including debarment etc.
- d. Risk and Expense purchase shall be undertaken by the company in the event of the Supplier/ Contractor failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not permissible. Whenever risk purchase is resorted to, the supplier / contractor is liable to pay the additional amount spent by HCL, if any, in procuring the said contracted services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.
- e. Notice for execution of order on risk & cost of any Supplier/ Contractor shall be issued to the defaulting party during valid period of contract. If the defaulting party either fails to start the work within reasonable time OR the progress of the job is poor OR for any breach of contract, the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

After expiry of notice period and on finalization of the alternate goods/ services contract, the unserved quantity in the original services contract shall be cancelled and new order should be placed.

## **27. 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 and Conciliation Act, 1996.

ration clause.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations/State Governments/State PSUs/Public Authority/University under Central & State Government (excluding disputes concerning Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE (GM)/FTS-1835 DATED 22-05-2018 and DPE OM dt. 25-07-2024 DPE-05/0002/2023-AMRCD.

28. **ARBITRATION**

- a. Any dispute(s) of difference(s) not more than one crore of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and any amendments thereof, and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.
- b. The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole Arbitrator will be appointed by the mutual consent of the parties to the contract, who according to Arbitration and Conciliation Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.
- c. 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 appointment of arbitrator in his place will be done by mutual consent of the Parties to the Contract, 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.
- d. The duration of proceedings and the fee structure will be governed by the 1996 Act and any amendments thereof. The venue of the arbitration shall be Malanjhand, Dist: Balaghat only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Dist. Balaghat [MP]. 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. There shall be no Arbitration for disputes involving claims more than Rs.1 crore. Disputes more than Rs. 1 Crore as above shall be adjudicated under the Provision of Commercial Courts as per The Commercial Courts Act, 2015 as amended and applicable from time to time.

**PROFORMA OF BANK GUARANTEE FOR EMD**

**(On non-judicial stamp paper of appropriate value)**

To

Hindustan Copper Ltd.,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Dear Sir,

M/s.----- upon being issued the tender document for ----- under Tender No.----- approached us with the request to furnish Hindustan Copper Limited at ----- a Bank Guarantee for Rs. -----only (Rupees ----- only) towards Earnest Money Deposit. At their request and in consideration of the promises we ----- have agreed to give guarantee as hereinafter mentioned.

1. We -----hereby agree and undertake that if in your opinion any default is made by the said M/s. ----- in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of agreement or there is any demand by you against the said M/s. ----- then on notice to us by you we shall on demand without demur and without reference to the said M/s. -----immediately pay to you, in any manner in which you may direct, the said amount of Rs. ----- only (Rupees -----only) or su

ch portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against the said M/s.----- and we shall be liable to pay the aforesaid amount as and when demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against the said M/s.-----.

2. You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s. ----- and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. ----- which under law relating to sureties would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. ----- only (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. ----- and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of dissolution or change or constitution or in solvency of the said M/s. ----- but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liability or liabilities.

5. Our liability under this guarantee is restricted to Rs. ----- only (Rupees ----- only). Our guarantee shall be valid upto ----- and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a claim or demand or a suit/action to enforce a claim under guarantee is filed against us on or before -----.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the power of attorney dated ----- granted to him by the Bank.

Yours faithfully,

----- Bank

(Signature of a person duly authorised to sign on behalf of the Bank).

## **ANNEXURE - 'A' Bank guarantee format for Performance Guarantee**

(To be stamped in accordance with Stamp Act

If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

[Purchaser's Name & Address]

Dear Sirs,

In consideration of the... [Purchaser's Name].....(Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....[Contractor's Name].....with its Registered/Head Office at.....(Hereinafter referred to as the 'Contractor'. Which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words+ for.....\*Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (\*).....of the said basic value of the aforesaid work under the Purchase Order.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, execut

ors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of.....(\*) as aforesaid at any time up to.....(@).....\*days/month/year+ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser's on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser's and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser's and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till....\*days/month/year + whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser's or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid up to and including.....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before.....@.....

Dated this.....Day of.....2026.....at.....

WITNESSES:

Signature.....Signature.....

N a m e ... ..  
Name.....

Official Address.....  
Official Address.....

Designation.....

Bank's Common Seal.....

Attorney as per Power of Attorney

Signature.....

Name.....

No.....

Address.....

## 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. 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.
16. 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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---**