

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 11:30:00
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	8
वस्तु श्रेणी / Item Category	Stationary Lead-Acid Cells and Batteries with Plante Positive Plates Conforming To IS 1652 (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
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), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (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 मेनू 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। / Number of days for which Bid would be auto-extended	7
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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

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

ईपीबीजी विवरण /ePBG Detail

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

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

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

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.

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

Price BOQ - [1771241811.xlsx](#)

Stationary Lead-Acid Cells And Batteries With Plante Positive Plates Conforming To IS 1652 (8 pieces)

(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

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Battery Capacity (in Ah) [at 10 h Rate]	150
CONSTRUCTION	Battery Container Material	FRP

Additional Specification Parameters - Stationary Lead-Acid Cells And Batteries With Plante Positive Plates Conforming To IS 1652 (8 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Battery Detail	Voltage-12V Type: Tubular Inverter Battery, IMTT1500 or equivalent. Rating: 150AH Year Of Mfg. of battery- 2025

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	NEHA GEDAM	832103,Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103	8	30

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	ATC View	Inveter battery must be supplied as per given specification	Stationary Lead-Acid Cells And Batteries With Plante Positive Plates Conforming To IS 1652(8)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Store-in-Charge, Mines Stores, Mosaboni,
Hindustan Copper Limited,
Indian Copper Complex,
PO: Mosaboni, Dist. East Singhbhum,
Jharkhand - 832104

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sub: Inverter Battery for Concentrator Plant

Online Tenders are invited through above Portal in Two Part Bid system for supply of following materials at our Indian Copper Complex Unit, Ghatsila, Dist. East Singhbhum, Jharkhand-832103: -

S.No.	Item Code	Material Description	Unit	Qty.
1	659900147	SEALED LEAD-ACID TUBULAR INVERTER 12 VOLT BATTERY, DETAIL AS PER ANNEXURE.	NUMBER	8

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

Note to Bidder:

- (i) Price submission by the bidders either in hard copies or in the techno-commercial part-1 bid or in their letter head shall be summarily rejected.
- (ii) Only Payment term 30 days credit after receipt & acceptance of material will be accepted.
- (iii) Delivery Period: 30 days from the date of issue of work order.
- (iv) Inspection of materials at our stores will be final.

(v) Offer must be submitted for destination, delivery of materials at our Mines Store, Mosaboni basis. Supplier shall arrange transporter and deliver materials as freight paid basis.

(vi) Delivery Address: Store-in-Charge, Mines Stores, Mosaboni, Hindustan Copper Limited, Indian Copper Complex, PO: Mosaboni, Dist. East Singhbhum, Jharkhand – 832104.

Annexure-I (Technical Details)

1. Warranty: Unconditional 3 years replacement warranty from the date of receipt of material at our store.
2. The responsibility of collecting old and defective battery from our site and to provide new battery as a replacement shall be under scope of bidder.
3. Make: Excide/AMARON/LUMINOUS.
4. Battery Details: Voltage-12V
Type: Tubular Inverter Battery, IMTT1500 or equivalent.
Rating: 150AH
Year Of Mfg. of battery- 2025.
5. Bidder may be OEM or their auth. dealer/stockiest/distributor or a general electrical good supplier. In case of general electric good supplier, bidder has to submit proof of purchase of the batteries from OEM or their authorized distributor/stockiest/ business associate/dealer.
6. Bidder has to submit warranty certificate signed and stamped by OEM or it's authorized dealer/stockiest/distributor/ channel or business partner. Failing which materials shall not be accepted at our store.

Annexure-II (Terms and Conditions)

A. Terms & Conditions

1) TERMS OF PAYMENT: Payment within 30 days (interest Free Credit) after receipt, Trial run and acceptance, of the material at our Stores. "No other payment terms except 30 days credit payment term is acceptable. Offers received other than credit payment term of NIT is liable for rejection". The company shall release the payment due to the supplier electronically. The e-payment facility is available under INTERNET mode through SBI. The supplier shall submit duly filled Bank Mandate form (Annexure-III) in duplicate with due authentication from their banker along with a copy of cheque to avail e-payment /RTGS facility. The prescribed Mandate form is enclosed.

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

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

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

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

d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by contractor/supplier, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR- 3B, nonpayment of GST charged and recovered, contractor/supplier shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance

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

f) TDS as per Income Tax Act and Goods & Service Tax Act shall be deducted at the time of payment , wherever applicable.

3) TDS: Tax under Income Tax Act and Goods and Service Tax Act shall be applicable at the time of payment.

4) REJECTION AND REMOVAL OF REJECTED GOODS: If Testing and Inspection reveals that the goods do not comply with the specifications, they shall be rejected. The rejected goods will have to be lifted by the supplier at their own cost within a month of receipt of rejection advice from HCL.

5) REPLACEMENT OF REJECTED GOODS: You will replace rejected goods within 15 days from the date of our intimation. In case, it is not done, ground rent as per HCL standard norm shall be charged.

6) PERFORMANCE GUARANTEE: The supplier shall stand Guarantee/Warranty for the supplied material for 36 months from the date of supply.

7) DEBARRED FOR PARTICIPATION IN TENDER: If the supplier withdraw or modifying their offers during the bid validity period or after placement of purchase order or do not execute the Purchase Order within the delivery period or backs out, such supplier shall be debarred from participation in future tender of HCL/ICC for next six (6) months. HCL/ICC procures the materials at the suppliers risk & cost.

8) DELIVERY OF MATERIAL: At Mines Stores, Mosaboni Mines, by their own arrangement of transportation.

9) MATERIAL DELIVERY ADDRESS: Store-in-Charge, Mines Stores, Mosaboni, Hindustan Copper Limited, Indian Copper Complex, PO: Mosaboni, Dist. East Singhbhum, Jharkhand - 832104.

10) RISK PURCHASE: The supply of above item should be made as per the laid out specification and within stipulated delivery period failing which the Purchaser reserves the right to purchase material

Is from other sources at supplier's risk and cost in addition to the L/D stipulated in Clause No. B. 1.

11) FIRM AND FIXED PRICE: The price quoted shall remain **FIRM & FIXED** till the completion of order.

12) DELIVERY SCHEDULE: Within 30 days from the date of issuance of PO/Letter of Intent whichever is earlier or at the earliest.

13) INSPECTION: Inspection of materials shall be carried out at our premises/Store, Indian Copper Complex, Mines Store after receipt of goods and shall be final and binding on seller, HCL reserves the right to get the items inspected prior to dispatch at any stage, if desired so.

14) CANCELLATION/TERMINATION: Hindustan Copper Limited reserves the right to cancel/terminate in full or part of the ordered quantity during the currency of the contract without assigning any reasons.

15) EXCLUSION OF LIABILITY FOR PAYMENT OF INTEREST: The Company shall not be liable for payment of any interest on the amount that may become payable to the contractor under this contract and matters connected therewith. Only the competent authority of the company can do any waiver of any clause of this contract.

16) Any order resulting from this enquiry shall be governed by the terms and conditions in addition to those mentioned in order. **Where counter terms and conditions have been offered by the supplier, the purchaser shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser.**

17. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 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. The delivery period of qty 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.

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

19. Acceptance of all the terms and conditions as per GeM Bid document should be confirmed .

20. RIGHT OF ACCEPTANCE:

The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered.

The Company has the right to reject any or all the tenders received in part or full without assigning any reason thereof.

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

While submitting tender on-line the vendors cannot access the tender after the expiry of the due date and specified time of the enquiry.

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the District Court of Ghatshila, Jharkhand. Any dispute arising out of the supplied material will be as per Clause of Jurisdiction of Court.

21. APPLICABLE LAWS: The Indian Acts will be applicable in all matters.

22. STATUTORY REGULATIONS: The supply, dispatch and delivery of material shall be arranged by the supplier in strict conformity with the all applicable statutory regulations. HCL/ICC disowns any responsibility on account of violation of statutory provisions, any irregularities or contraventions of any of the statutory regulations in manufacture and the supply of the said material covered by the order.

23. RECOVERY OF SUM DUE : Whenever any claim arises against the contractor for payment of any sum of money out of or under the order, HCL shall be entitled to recover such sums any time from the contractor under this or any other order of the contractor with HCL. In case the amount of existing bill is not sufficient for recovery of pending dues, the contractor shall pay to HCL the balance remaining dues immediately.

24. DEMURRAGE / DETENTION CHARGE: Demurrage / detention charges or any other claims paid by the company for reasons attributed to the contractor shall be recoverable from the contractor's account. The decision of the Engineer-in-Charge in this regards shall be final and legally binding on the contractor.

25. The company does not accept any responsibility for delay in work, for any loss to the contractor due to non-supply of water and electricity or any other material/service provided by HCL's Unit at Indian Copper Project.

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

27. EVALUATION OF TENDER: Overall L-1 basis, including all cost components, delivery up to our Store.

28. MSME:

- 1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012].
- 2) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.

29. POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:

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

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

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

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

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

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

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

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

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

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

31. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 is applicable for the tender and takes into account Government of India notification No. P-45021/2/2017-PP (BE-II) dated 15.0

6.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) for procurement of any goods or services from any category of bidders, or provide preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

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

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

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

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

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

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.

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

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

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

Model certificate for tenders:

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

33. DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:

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

34. SHORTFALL DOCUMENTS: The company reserves its right to seek any shortfall information/documents only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone change since then. It is clarified that any historical/pre-existed documents 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 ATC. Historical documents are those pre-existed documents available with the bidder as on the last date of bid submission, irrespective of the documents uploaded/submitted by the bidder in the bid submitted.

B. CLAUSES PERTAINING TO LEGAL ASPECTS

1. 1. PRICE REDUCTION:

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. HCL is allowed to recover loss from the supplier/ contractor.

HCL may recover from the contractor, 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 shall not 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.

2. EVENTS OF DEFAULT:

The following events shall be termed as Events of Default:

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

- a) Does not execute the contract in conformity with the provisions of the contract, or
- b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- c) Fails to carry on and execute the contract to the satisfaction of HCL, or
- d) Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any of the above mentioned breach of the contract for fourteen (14) days, after notice in writing shall have been given to the contractor by HCL requiring such breach to be remedied, or
- e) Abandons the work(s), or
- f) During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or Does not perform as per the agreed programme submitted by the contractor.

3. TERMINATION DUE TO EVENTS OF DEFAULT:

- a) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the contractor shall submit to HCL in suffi-

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

b) In the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however, it fails to remedy / cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this contract and to appropriate the Security, if subsisting.

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

4. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

5. FORCE MAJEURE EVENTS:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract. Provided also that such performance / execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist and the decision of HCL as to whether the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have the liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc. that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this Force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

6. AMICABLE RESOLUTION:

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

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

live the Dispute. If the Dispute is not amicable settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the Director or a person of equivalent designation, of HCL and the contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicable settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

7. ARBITRATION:

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

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

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

The duration of proceedings and the fee structure will be governed by the 1996 Act. The venue of the arbitration shall be Ranchi only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Ghatsila/Jamshedpur.

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

"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, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time."

The Jurisdiction of the Court shall be Jamshedpur/Jharkhand.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income-Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/0002/2023-AMRCD DATED 25th July 2024 and the decision of AMRCD on the said dispute will be binding on both the parties.

8. JURISDICTION OF COURT:

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

9. LIEN:

The Company shall have a lien on all amounts that may become due and payable to the Contractor under this or any another contract/transaction of any nature whatsoever between the Company and Contractor including the Earnest Money and receipt of any debit or sum that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract

whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

5. **Buyer Added Bid Specific ATC**

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

6. **Rate Contract**

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

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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---