

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	28-02-2026 11:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	28-02-2026 11:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Mines
<b>विभाग का नाम/Department Name</b>	Hindustan Copper Limited
<b>संगठन का नाम/Organisation Name</b>	Hindustan Copper Limited
<b>कार्यालय का नाम/Office Name</b>	Kolkata Corporate Office
<b>कुल मात्रा/Total Quantity</b>	1800000
<b>वस्तु श्रेणी /Item Category</b>	Quick Lime For Chemical Industries (V2) Conforming to IS 1540 Part 1 (Q3)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>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?</b>	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)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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	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	249500

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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 (Mktg./M&C)

KOLKATA CORPORATE OFFICE, HINDUSTAN COPPER Limited, HINDUSTAN COPPER Limited, Ministry of Mines  
(Pawan Kumar Chaurasia)

#### विभाजन/Splitting

विभाजन/Splitting Applied	Yes
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बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	The tendered item being very critical one, material to be supplied as per schedule. The order quantity will be distributed between 2 parties; in 70:30 ratio. First the L-1 price is established and finalized, then the L-2, L-3, L-4. tenderers will be given counter offer in seriatim to match their prices with L-1 price for distribution of the quantity to be ordered. Only the tenderers, who agree to match their prices with L-1, will be considered for the distribution of order quantity as per specified ratio. If the bidders does not accept the balance quantity at the L1 rates, total tendered quantity shall be ordered on L-1 bidder.

#### 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

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.

### **Quick Lime For Chemical Industries (V2) Conforming To IS 1540 Part 1 ( 1800000 container(s) )**

**(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](#)

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
Grade	<b>Grade</b>	Grade C (Suitable for Soda Ash, Caustic Soda by Limesoda Process, Water Treatment, and Tanning Industry)
Requirement	<b>Form</b>	Fine White Powder
Packing and Marking	<b>Packing Size</b>	25 Kg

**Additional Specification Parameters - Quick Lime For Chemical Industries (V2) Conforming To IS 1540 Part 1 ( 1800000 container(s) )**

Specification Parameter Name	Bid Requirement (Allowed Values)
ATC	Bidder to note that the above technical parameters are indicative. Bidder to note that ATC supersedes all other T&C of GeM bid document. Hence, Bidder to quote strictly as per technical specification and T&C mentioned under Buyer added bid specific ATC.
Quantity of Quick Lime	1800000 Kg (1800 metric tonne)

\* 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.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	1800000	365

**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

Sl.No.	Material Code	Description of Material with Specification/Part No./Make, etc	Unit	Quantity	Ship to Location
1	074200001	ANHYDRUS POROUS LIME (QUICK LIME) CALCIUM OXIDE CONTENT:- 65 % MIN, SIZE 100 MESH/0.015 MM	KILOGRAM	1800000	MCP Stores- RM & Op

**A) DESCRIPTION OF MATERIAL:**

- Anhydrous Porous Lime (Quick Lime) Calcium Oxide Content: - 65 % Minimum, Size 100 Mesh / 0.149 MM.

## **B) PRE QUALIFICATION CRITERIA:**

1. Only manufacturers of quick lime in powder form of required size having in house facility for manufacturing and testing may submit their offer. Bidders shall submit valid documentary evidence of manufacturer of Quick Lime along with the tender. The offer of suppliers / dealers will not be considered.
2. Average annual financial turnover not less than Rs. 35,64,000/- during preceding three years ending 31st march, 2025 (bidders shall submit sealed & signed audited turnover certificate issued by chartered accountant in proof of the above.)
3. Proof of having successfully executed purchase order of supply of quick lime during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following. (Submit valid documentary proof of successful execution in the form of purchase order copy with Invoice/ GeM CRAC copy is to be submitted along with the tender)-
  - i) Proof of three successfully executed purchase orders copy with Invoice/ GeM CRAC copy of Quick Lime of basic value not less than the amount equal to Rs. 47,52,000/- each.  
OR
  - ii) Proof of two successfully executed purchase orders copy with Invoice/ GeM CRAC copy of Quick Lime of basic value not less than the amount equal to Rs. 59,40,000/- each.  
OR
  - iii) Proof of one successfully executed purchase order copy with invoice/ GeM CRAC copy of Quick Lime of basic value not less than the amount equal to Rs. 95,04,000/-.

**“For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of 7%(seven percent) per annum, calculated from the date of completion to the date of Bid opening”.**

4. HCL/MCP reserves the right to inspect the manufacturing facility available with the party for manufacturing Quick Lime in powdered form prior to processing their offer. Decision of HCL/MCP will be binding.

## **C) SPECIAL TERMS & DELIVERY SCHEDULE:**

1. The total annual tender quantity for supply of lime shall be 1,800 MT (1,800,000 KG). The supplier shall **deliver the material strictly as per the monthly delivery schedule at the rate of 150 MT per month.** Monthly supplies shall be evenly distributed and completed within the respective month.
2. Material supplied must be as per the specification. The material will be accepted based on test results obtained at our laboratory (HCL-MCP) which shall be final and binding on the party. The details are given in separate attachment under - sampling, testing and acceptance.
3. **The tendered item being very critical one, material to be supplied as per schedule. The order quantity will be distributed between 2 parties; in 70:30 ratio. First the L-1 price is established and finalized, then the L-2, L-3, L-4 .... tenderers will be given counter offer in seriatim to match their prices with L-1 price for distribution of the quantity to be ordered. Only the tenderers, who agree to match their prices with L-1, will be considered for the distribution of order quantity as per specified ratio. If the bidders does not accept the balance quantity at the L1 rates, total tendered quantity shall be ordered on L-1 bidder.**
4. Bidder to note that buyer added bid specific terms and conditions (ATC) shall sup

ersed any other T&C of bid document. Bidder shall upload certification for the same on their letter head along with the offer. In absence of the certification, it is construed that all T&C of bid document are acceptable to the bidder upon submission of bid.

5. 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.
6. Bidders to ensure that qualifying documents indicated for all the Pre-Qualification Criteria are submitted along with the offer. However, HCL reserves the right to seek historical shortfall documents, which existed on or before the tender opening date. The shortfall information/documents 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.
7. Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/contains all the technical specifications & Commercial conditions mentioned in our NIT and Buyer Added Bid Specific Terms and Conditions.
8. 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.
9. HCL reserves the right to reject any or all tenders entirely at their sole discretion without assigning any reason there of and also reserves the right to place order in part or full on different suppliers.
10. 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.
11. Bidder to indicate the item wise HSN number in their Part-I (Techno commercial) offer.

#### **D) SAMPLING, TESTING AND ACCEPTANCE**

1. Material supplied must be as per the specification. The material will be accepted based on test results obtained at our laboratory (HCL-MCP) which will be final and binding on the party. Joint sampling may only be carried out at the time of receipt of material only, if party desires to depute their representative to witness joint sampling. In case available CaO content is below 65%, the same will be accepted by imposing penalty as detailed out under clause penalty. Sampling will be done as per IS: 1514 -1990. Testing will be done as per IS: 1514 - 1990 (Sugar method)
2. **PENALTY:** The following deduction shall be made in case of CaO content is not found as per ordered specification:
  - a) Below 65% -- Penalty @ 1.7 % on basic rate shall be imposed for every unit fall upto 60 %.
  - b) Below 60% -- In addition to 8.5 % as per (a) above, for unit fall below 60% and upto 55%, penalty @ 2.7 % per unit fall shall be imposed.
  - c) Below 55% -- In addition to 22% as per clause (a) and (b) above, for unit fall below 55% penalty @ 5% on basic rate shall be imposed for every unit fall upto 50%.

- d) Below 50% -- material shall be out-rightly rejected.
- e) For calculation purpose decimal number less than 0.50 shall be rounded off to the previous lower whole number and decimal of 0.50 and above shall be rounded off to the next higher whole number. Accordingly, 64.5% content will be considered as 65%. This will be applicable for calculating penalty as well as acceptance limit.

## **E) EARNEST MONEY DEPOSIT (EMD):**

You have to submit an amount of Rs **2,49,500/- (Two Lakh Forty Nine Thousand Five Hundred Only)** towards EMD through insurance surety bonds OR bank guarantee (including e-bank guarantee) from any of the commercial banks as per HCL's Form at 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.

## **E) SECURITY DEPOSIT:**

Supplier shall on receipt of LOI/Purchase order, deposit a sum equivalent to 5% (Five percent) of the Work order value including GST towards the security deposit (SD) with HCL-MCP positively within 30 days from the receipt of Letter of Intent/ Work order in the form of Insurance Security Bond/ /NEFT/RTGS/Fixed Deposit Receipt/Bank Guarantee (on HCL's format) from a Scheduled Commercial Bank except Co-operative and Gramin. Only after submission of SD, the EMD of Successful Bidder will be refunded. Payment of supplier will be withheld until receipt of Security Deposit.

- In case the Security Deposit is furnished by way of Bank Guarantee, it must be initially valid for the entire contract period plus Defect Liability Period (DLP) plus 60 d

ays beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations.

- **A penal interest @18% per annum shall be collected from the bidders on a pro-rata basis on account of any delay towards submission of SD/ Bank Guarantee amount after the assigned period of 30 days.**
- The method of submission of Bank Guarantee is as below:

The bank guarantee issued by the issuing bank on behalf of the Supplier in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).

HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee on behalf of the Supplier should choose this bank to send confirmation through SFMS.

The details of beneficiary (i.e., HCL) for issue of bank guarantee through SFMS platform is as furnished below:

#### State Bank of India as Advising Bank of HCL

Name and Details of Beneficiary	I	Name	Hindustan Copper Limited
	II	Address	Tamra Bhawan, Malanjkhand Pin Code- 481116
	III	Area	Malanjkhand - 481116
	IV	Name of Bank	State Bank of India
	V	Bank A/C No.	11290757078
Beneficiary's	I	Name of Bank	State Bank of India
Advising Bank, Branch and Address for BG Confirmation through SFMS	II	Name of the Branch of the Bank	SBI Malanjkhand
	III	MICR Code	481002511
	IV	IFSC Code	SBIN0004510
	V	Address of the Branch of the bank	State Bank of India, Malanjkhand Pin Code- 481116

Supplier to note that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, CAG Branch Kolkata (IFSC- **SBIN0004510**), to aid in the process of confirmation of Bank Guarantee.

"The BG shall be operable including encashment at issuing bank's any local branch in Malanjkhand, Madhya Pradesh."

The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to DGM (Mktg./M&C), Hindustan Copper Limited, Malanjkhand Copper Project at Malanjkhand, Pin code- 481116 by Speed Post/Registered Post.

The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the

ame manner as aforesaid until the security deposit is restored to its full limit mentioned above.

- The provision of Security deposit Clause shall not apply to the following:
- Public Sector Undertakings
- Government departments/Government Institutions
- OEMs

#### **E.1) FOREFEITURE OF SECURITY DEPOSIT:**

- The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law. Any dues of the Company against the Supplier under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Supplier.
- In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.
- On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Supplier without any interest on presentation of an absolute, No Demand Certificate in the form as may be prescribed by the Company.
- In case of quantity enhancement/ repeat order as per Option Clause, time extension of SD provided for the original order shall be extended suitably by the Supplier to cover the extended period. In case the security deposited is not extended by the Supplier at least one (01) month before its expiry then the same may be forfeited and encashed. The above claim period of at least one (01) month should be specifically mentioned in the BG.
- The Security deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. Security deposit to be refunded to the contractor without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

#### **F) RISK & COST:**

1. 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.
2. 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.
3. 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.
4. 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 co

ntract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

5. 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 un-serviced quantity in the original services contract shall be cancelled and new order should be placed.

## **G) AMICABLE RESOLUTION:**

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

b). Either Party may require such Dispute to be referred to the work in charge of HCL and the Contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

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

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.

## **H) ARBITRATION:-**

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.

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.

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.

The duration of proceedings and the fee structure will be governed by the 1996 Act and any amendments t hereof. The venue of the arbitration shall be Malanjkhanda, 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.

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.

#### 4. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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---**