

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-03-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-03-2026 18:30:00
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	36
वस्तु श्रेणी /Item Category	DRIVE PULLEY 190 MTD E 10 FOR SA57. PART , REAR PULLEY MTD E 10 PART NO V060868.B13 , WEIGHING IDLER MTD E 10. PART NO , CARRYING IDLER MTDE 10. PART NO , STEERING ARM ASSEMBLY MTD E 10. , BELT SCRAPER ASSEMBLY MTD E 10. , PLOW SCRAPER ASSEMBLY MTD E 10. , BELT OR 3 plus 1.5 OR , M24 GR.,NN 315 OR 3,
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DRIVE PULLEY 190 MTD-E 10 FOR SA57. PART NO-V060749.B13/V049531.B04, REAR PULLEY MTD-E 10 PART NO- V060868.B13/V049614.B04, WEIGHING IDLER MTD - E 10. PART NO- 4606829/V008683.A01, CARRYING IDLER MTDE-10. PART NO- 4606855/V008679.A01, STEERING ARM ASSEMBLY MTD-E 10. PART NO-V060820.B03/V012824.A01, BELT SCRAPER ASSEMBLY MTD-E 10. PART NO- V057590.B03/V009305.A01, PLOW SCRAPER ASSEMBLY MTD-E 10. PART NO-V060806.B03/V012827.A01, BELT (3+1.5), M24 GR.,NN-315/3, (LENGTH)5600MM X (WIDTH)1000MM. PART NOIF1S305301/ V002854.A01

बिड विवरण/Bid Details

<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Searched String: DRIVE PULLEY 190 MTD-E 10 FOR SA57. PART NO- V060749.B13/V049531.B04</p> <p>Heavy Vehicle Driving Simulator (MHA)</p> <p>Searched String: REAR PULLEY MTD-E 10 PART NO- V060868.B13/V049614.B04</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: WEIGHING IDLER MTD - E 10. PART NO- 4606829/V008683.A01</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: CARRYING IDLER MTDE-10. PART NO- 4606855/V008679.A01</p> <p>Stainless Steel Threaded Fasteners as per IS 1367(Part 14)</p> <p>Searched String: STEERING ARM ASSEMBLY MTD-E 10. PART NO- V060820.B03/V012824.A01</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: BELT SCRAPER ASSEMBLY MTD-E 10. PART NO- V057590.B03/V009305.A01</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: PLOW SCRAPER ASSEMBLY MTD-E 10. PART NO- V060806.B03/V012827.A01</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: BELT (3+1.5), M24 GR.,NN-315/3, (LENGTH)5600MM X (WIDTH)1000MM. PART NOIF1S305301/V002854.A01</p> <p>Parallel Bar - Outdoor Gym Equipment, Computer Paper (V3) Conforming to IS 12766 (In Packet), rubber bands, Correspondence Envelopes (V3) Conforming to IS 13892, Portable Toilet, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), PVC Insulated Copper Cable Single Core and Multi Core Circular Sheathed with Rigid Conductor (V2) ISI Marked To IS 694, PVC Insulated Copper Cord Single Core and Multi Core Circular Sheathed with Flexible Conductor (V2) ISI Marked To IS 694, Computer Paper (V3) Conforming to IS 12766, Compostable Nursery Bags</p>
<p>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</p>	<ul style="list-style-type: none"> • Idler and Idler Sets for Belt Conveyor (V2) Conforming to IS 8598 • Conveyor Pulley Lagging • Weigh Belt Feeder
<p>बीओक्यू शीर्षक /BOQ Title</p>	<p>SPARES FOR WEIGH FEEDER</p>

बिड विवरण/Bid Details	
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	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	1
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
प्राथमिक उत्पाद श्रेणी/Primary product category	DRIVE PULLEY 190 MTD E 10 FOR SA57. PART
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई 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	BALAJI UDYOG

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.

DRIVE PULLEY 190 MTD E 10 FOR SA57. PART

(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

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.No.	परिषिती/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	2	180

REAR PULLEY MTD E 10 PART NO V060868.B13

(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)

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क्र.सं./S.No.	परिषिती/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	2	180

WEIGHING IDLER MTD E 10. PART NO

(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)

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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	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	6	180

CARRYING IDLER MTDE 10. PART NO

(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 o.	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	16	180

STEERING ARM ASSEMBLY MTD E 10.

(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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BOQ Detail Document	View File

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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	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	2	180

BELT SCRAPPER ASSEMBLY MTD E 10.

(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 o.	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	2	180

PLOW SCRAPPER ASSEMBLY MTD E 10.

(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 o.	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	2	180

BELT OR 3 Plus 1.5 OR , M24 GR.,NN 315 OR 3,

(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)

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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	PAWAN KUMAR CHAURASIA	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	4	180

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

PRE QUALIFICATION CRITERIA:-

1. Offer from M/s Balaji Udyog ,Durg ,Authorized business partner of M/S Qlar Technology India Private Limited only shall accept in this tender. Authorized business partner has to submit authorized letter issue from OEM."

Note: Above party is only acceptable as approved.

A) SPECIAL TERMS:

1. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) shall supersede 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.
2. 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/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.
3. GeM e PBG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordance with clause no. 01 of other terms & conditions of Buyer added Bid Specific Terms and Conditions (ATC).
4. The materials should be strictly as per the specification.
5. **Guarantee /Warranty:** 18 months from the date of supply or 12 months from the date of fitment
6. Replacement of rejected material on free of charge: In case of rejection of material, the same shall be replaced at free of charge. The freight and other charges, for sending the defective equipment for replacement should be borne by bidder.
6. **Delivery-**180 days from the date of award of PO.
7. 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
8. 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.
9. 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.
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.

B) OTHER TERMS:

1. PERFORMANCE BANK GUARANTEE:

The supplier has to submit Bank Guarantee for 10% of the 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.

1.1 Alternatively, on request by party an amount equivalent to the Performance Bank Guarantee may be retained from their bills.

1.2 In case BG is received, payment will be released withholding amount of BG under confirmation. On receipt of confirmation, withhold amount shall be released.

1.3 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: - "BGs should be valid for an additional 60 Days period from the date of Expiry, as per Terms & Conditions of the PO ie; no further claim period may be requested additionally".

C) 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 contract, 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.

D) 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.

E) 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 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.

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.

NOTE: THIS TENDER IS A STE, UNDER WHICH ONLY THE INVITED PARTY SHALL BE TREATED AS SOLICITED BIDDER. ANY OFFER RECEIVED FROM FIRM OTHER THAN THE SOLICITED BIDDERS SHALL BE DEEMED UNSOLICITED AND SHALL NOT BE CONSIDERED FOR FURTHER EVALUATION.

Yasobanta Rout

Manager (R&D/M&C)

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Mobile No.: 9329001765

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---