

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-04-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-04-2026 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
वस्तु श्रेणी / Item Category	Operation and Maintenance Of Electrical Systems/Electrical Installations - Complete System
अनुबंध अवधि / Contract Period	1 Year(s)
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), 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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
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
अनुमानित बिड मूल्य / Estimated Bid Value	2069255
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	48834

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Mgr. (Chem.)- M and C
Hindustan Copper Limited, Indian Copper Complex, At Post- Moubhandar, Ghatsila, Dist- East Singhbhum,
Jharkhand-832103
(Hindustan Copper Limited)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
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	100

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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 Breakup Format - [1775195387.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please upload scope of work:[1775195395.pdf](#)

Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid:[1775195433.pdf](#)

Operation And Maintenance Of Electrical Systems/Electrical Installations - Complete System (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Complete System
Type of Annual Maintenance Service Provider required	AMC for Operation and Breakdown Maintenance of 33KV Overhead Line from Jadugoda GSS to Kendadih Mine via Rakha Switchyard for Year 2026-27
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional
Cost of consumable/Material	As per ATC
Cost of spare parts	As per ATC
एडऑन /Addons	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Nisha Murmu	832103,Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103	1	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 12

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

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Hindustan Copper Limited
Account No.
00000011524102778
IFSC Code
SBIN001484
Bank Name
State Bank of India
Branch address
Moubhandar, Dist. East Singhbhum, Jharkhand-832103

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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: AMC for Operation & Breakdown Maintenance of 33KV Overhead Line from Jadugoda GSS to Kendadih Mine via Rakha Switchyard for Year 2026-27 through GeM Portal

Dear Sirs,

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

Sr.No.	Item Code	Description of Job	Unit	Qty.
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1	905521609	REPLACEMENT / REPAIR OF OLD DAMAGED AL. CONDUCTOR PIPE WITH NEW ONE, EACH LENGTH 4 MTR. OD 3", WITH AL. CLAMP & TIGHTENING WITH G.I. NUT, BOLTS & SPRING WASHERS, (AL. PIPE, CLAMP, NUT, BOLTS & WASHER WILL BE SUPPLIED BY HCL/ICC FREE OF COST	NUMBER	40
2	905521615	Supply of complete material of stay set & associated civil job along with fixing of stay wire across H Poles/tubular pipe poles/towers of 33KV/11kV/3.3kV O/H transmission line as per annexure	NUMBER	10
3	905521616	PCC concreting of damaged foundation of H Pole/tower of overhead transmission line. Job includes excavation in any type of soil at base of H Pole/tower, dismantling of damaged concrete foundation, shuttering & PCC concreting mix (1:2:4).	CUBIC METRE	6
4	905520102	CONSTRUCTION OF 3.5 M DEEP EARTH PITS NEARBY H POLE OR TOWER OF OVERHEAD LINE ALONG WITH SUPPLY OF ALL DESIRED MATERIAL FOR THEIR CIVIL JOBS AS WELL AS FOR EARTHING CONNECTION WITH H POLE & O/H EARTHING WIRE.	NUMBER	5
5	905521209	REPLACEMENT/CONNECTION /REPAIR OF 7/8" THICK ACSR CONDUCTOR WIRE LOOP (JUMPERS) / CAPACITORS/INSULATORS/ LIGHTENING ARRESTERS ETC ON OVERHEAD STRUCTURE OF 33 KV/11KV/3.3KV AND INSIDE YARD.	NUMBER	90
6	905521216	LAYING, STRINGING & TENSIONING OF 33 KV /11kV/3.3kV OVERHEAD ACSR CONDUCTOR / EARTHING CONDUCTOR AT 10 TO 12 MTR. POLE HEIGHT DURING LINE BREAKDOWN	METRE	2000
7	905521217	MISC. PREVENTIVE MAINTENANCE /BREAKDOWN REPAIR JOBS OF ISOLATORS AT 4 TO 10 MTR. HEIGHT, BUS BARS, CONNECTION JOINTS/ NUT-BOLTS & SHEET REPLACEMENT/CHANGING OF ACSR WIRE JUMPERS	NUMBER	50

8	90552165 3	REPLACEMENT, ADJUSTMENT & REPAIR OF BROKEN OR BENT BRACKET OF 33 KV / 11kV /3.3kV H -POLES (DP)/ TOWERS OF 10 TD 12 MTR. HEIGHT	NUMBER	30
9	90552165 4	STRAIGHTENING OF EVENTUALLY BENT 10 TO 12 MTR. HIGH H -POLES (DP)/ TOWERS /Single pole OF 33 KV /11kV/3.3kV LINE	NUMBER	10
10	90552165 5	FABRICATION & FIXING OF CROSS (X) BRACING/CROSS ARMS & THEIR ASSOCIATED FIXING MATERIALS	Metric Ton	5
11	90552165 6	FABRICATION, FIXING & ERECTION OF H-POLE (DP) FOR OVERHEAD 33 KV LINE ALONG WITH BRACKETS, INSULATORS ON THE POLE & STAY WIRE ARRANGEMENTS CIVIL JOB RELATED TO POLE ERECTION IS UNDER SCOPE OF CONTRACTOR	NUMBER	2
12	90552165 7	FABRICATION OF BRACKETS & THE ASSOCIATED FIXING CLAMPS	NUMBER	50
13	90552080 3	FORMATION ,WEARING & ERECTION OF GUARD WIRE BELOW OVERHEAD TRANSMISSION LINE. GUARD WIRE TO BE BRIDGED ALONG SPAN LENGTH BY THREE PARALLEL WIRES & CROSS WIRE OF APPROX. 3 MTR. LENGTH AT A DISTANCE OF EVERY 2 MTR	NUMBER	10
14	90552004 7	DISMANTLING AND REPLACEMENT OF OLD DAMAGED T-CLAMP/U CLAMP/BUSBAR CLAMP/CONNECTOR ETC.WITH NEW ONE AND TIGHTENING WITH G.I NUTS , BOLTS & SPRING WASHER ETC.	NUMBER	50
15	90552004 8	OUTDOOR/INDOOR TYPE END TERMINATION OF 33 KV/ 11kV / 3.3kV GRADE XLPE CABLE BY HEAT SHRINK JOINTING KIT/M-S EAL TERMINATION KIT, SIZE :3CX 120 TO 300 SQ. MM XLPE AL	NUMBER	2
16	90552005 5	Operation & monitoring of 33Kv Rakha Switchyard per month basis	NUMBER	12

17	90552082 1	BUSH CUTTING & TRIMMING OF TREES IN SUBSTATION / YARD / WORKSHOP / FEEDERS/ ALONG HIGH TENSION LINES OF 11kV/33kV/3.3kV	Daily	96
18	90552082 2	REPLACEMENT/ CHECKING/FIXING/TIGHTNING OF PIN INSULATORS ON OVERHEAD STRUCTURE OF 33 KV/11kV/3.3kV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF PIN INSULATORS EPOXY RESIN TYPE	NUMBER	80
19	90552082 3	REPLACEMENT OF DISC/SUSPENSION TYPE INSULATORS ON OVERHEAD STRUCTURE OF 33 KV/11kV/3.3kV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF INSULATORS EPOXY RESIN TYPE	NUMBER	35
20	90552082 4	LAYING OF 33 KV/11kV /3.3KV ACSR/ covered CONDUCTOR during line breakdown (if required supply of ACSR conductor is under scope of party)	KILOMETRE	5

Important Note to Bidders:

1. L-1 will be decided on overall L-1 basis. Price will be firm, fixed and final during the entire execution period of contract.
2. Price submission by the bidders either in hard copy or in the techno-commercial Part-I bid or in their letter head shall be summarily rejected.
3. Only Payment term 30 days' credit (w r t submission of duly verified bills) will be accepted.
4. Bidders must submit their rate for the above line items according to enclosed price submission pdf /price submission excel and to upload in financial bid. Total price should match while submission in GeM as well as submission in pdf file/excel file.
5. Bidder has to refer General Terms and Conditions (Clause No. 6. i) in GeM and quote their price inclusive of GST as per Price BOQ with grant total including GST Value.
6. Job Site- At Kendadih Mines, Hindustan Copper Limited, Indian Copper Complex, At Post-Kendadih, Dist.- East Singhbhum- Jharkhand-832303.

**Annexure-I
(PQC)**

PRE-QUALIFICATION CRITERIA:

1. The Bidder must have experience in OPERATION/ MAINTENANCE of 33kV class or more Overhead line/ switchgears/ Substation.
2. The bidder has to submit executed work order copy/ copies against OPERATION/ MAINTENANCE of 33KV class or more Overhead line/ switchgears/ Substation in PSUs/Govt. Organizations/ Listed companies having Company Identification Number (Not Private Limited)
3. The value of executed work order within last seven year ending last day of the month previous to the date of publication of enquiry as follows,
 - **One executed PPO (Order Copy) of value Rs 16.55 lacs.**
 - OR**
 - **Two executed PPO (Order Copy) of value Rs 10.35 Lacs each**
 - **OR**
 - **Three executed PPO (Order Copy) of value 8.28 Lacs each.**
4. Bidder should have a positive net worth as per their latest audited financial statement. Relevant documents evidence including copies of annual report containing profit & Loss statements, Balance sheet for immediate preceding three consecutive accounting years ending March-2025 or last date on which the accounting year ends shall be furnished together with the bid. The bidder should have average annual financial turnover of minimum Rs. **6.20 Lacs** in last three preceding financial years ending 31st march 2025. Balance sheet, profit & loss account statement duly audited, stamped and signed by CA/CA firm mentioning UDIN, FRN and MRN for financial year 2022-23, 2023-24 & 2024-25 are to be enclosed.

Annexure-II
(SOW)

SCOPE OF WORK: AMC for Operation & Breakdown Maintenance of 33 k V Over Head Line from Jadugoda Grid to Kendadih Mine via Rakha Switchyard along with Breakdown Maintenance of 11kV Overhead line of M SB Concentrator Plant.

I. BRIEF DESCRIPTION OF JOB:

Sl. No	Item Code	Job Description	Unit	Qty
1	905521609	REPLACEMENT / REPAIR OF OLD DAMAGED AL. CONDUCTOR PIPE WITH NEW ONE, EACH LENGTH 4 MTR. O D 3", WITH AL. CLAMP & TIGHTENING WITH G.I. NUT, BOLTS & SPRING WASHERS, (AL. PIPE, CLAMP, NUT, BOLTS & WASHER WILL BE SUPPLIED BY HCL/ICC)	NUMBER	40
2	905521615	Supply of complete material of stay set & associated civil job along with fixing of stay wire across H Poles/tubular pipe poles/towers of 33KV/11kV/3.3kV O/H transmission line civil job includes excavation of stay pit, fixing of stay rod & their concreting	NUMBER	10
3	905521616	PCC CONCRETING OF DAMAGED FOUNDATION OF H POLE/ TOWER OF OVERHEAD TRANSMISSION LINE. JOB INCLUDES EXCAVATION IN ANY TYPE OF SOIL AT BASE OF H POLE/ TOWER, DISMANTLING OF DAMAGED CONCRETE FOUNDATION, SHUTTERING & PCC CONCRETING MIX (1:2:4).	CUBIC MET ER	06
4	905520102	CONSTRUCTION OF 3.5 M DEEP EARTH PITS NEARBY H POLE OR TOWER OF OVERHEAD LINE ALONG WITH SUPPLY OF ALL DESIRED MATERIAL FOR THEIR CIVIL JOB AS WELL AS FOR EARTHING CONNECTION WITH H POLE & O/H EARTHING WIRE.	NUMBER	05
5	905521209	REPLACEMENT/CONNECTION /REPAIR OF 7/8" THICK ACSR CONDUCTOR WIRE LOOP (JUMPERS) / CAPACITORS/INSULATORS/ LIGHTENING ARRESTERS ETC ON OVERHEAD STRUCTURE OF 33 KV/11KV/3.3KV AND INSIDE YARD.	NUMBER	90
6	905521216	LAYING, STRINGING & TENSIONING OF 33 kv /11kv/3.3kv OVERHEAD ACSR CONDUCTOR / EARTHING CONDUCTOR AT 10 TO 12 MTR. POLE HEIGHT DURING LINE BREAKDOWN	METER	2000

7	905521217	MISC. PREVENTIVE MAINTENANCE /BREAKDOWN REPAIR JOBS OF ISOLATORS AT 4 TO 10 MTR. HEIGHT, BUS BARS, CONNECTION JOINTS/ NUT-BOLTS & SHEET REPLACEMENT/CHANGING OF ACSR WIRE JUMPERS	NUMBER	50
8	905521653	REPLACEMENT, ADJUSTMENT & REPAIR OF BROKEN OR BENT BRACKET OF 33 KV /11kv /3.3kv H -POLES (DP)/ TOWERS OF 10 TO 12 MTR. HEIGHT	NUMBER	30
9	905521654	STRAIGHTENING OF EVENTUALLY BENT 10 TO 12 MTR. HIGH H -POLES (DP)/ TOWERS /Single pole OF 33 KV /11kv/3.3kv LINE	NUMBER	10
1	905521655	FABRICATION & FIXING OF CROSS (X) BRACING/CROSS ARMS/ FENCING OF YARD & THEIR ASSOCIATED FIXING MATERIALS	METRIC TON	05
11	905521656	FABRICATION, FIXING & ERECTION OF H -POLE (DP) FOR OVERHEAD 33 KV LINE ALONG WITH BRACKETS, INSULATORS ON THE POLE & STAY WIRE ARRANGEMENTS CIVIL JOB RELATED TO POLE ERECTION IS UNDER SCOPE OF CONTRACTOR	NUMBER	02
12	905521657	FABRICATION OF BRACKETS & THE ASSOCIATED FIXING CLAMPS AND RELATED JOB	NUMBER	50
13	905520803	FORMATION, WEARING & ERECTION OF GUARD WIRE BELOW OVERHEAD TRANSMISSION LINE. GUARD WIRE TO BE BRIDGED ALONG SPAN LENGTH BY THREE PARALLEL WIRES & CROSS WIRE OF APPROX. 3MTR. LENGTH AT A DISTANCE OF EVERY 2 MTR	NUMBER	10
14	905520047	DISMANTLING AND REPLACEMENT/REPAIR OF OLD DAMAGED T-CLAMP/UNDER CLAMP/BUSBAR CLAMP/CONNECTOR ETC.WITH NEW ONE AND TIGHTENING WITH G.I NUTS , BOLTS & SPRING WASHER ETC.	NUMBER	50
15	905520048	OUTDOOR/INDOOR TYPE END TERMINATION OF 33 KV / 11kv / 3.3kv GRADE XLPE CABLE BY HEAT SHRINK JOINTING KIT/M-SEAL TERMINATION KIT, SIZE :3CX 120 TO 300 SQ. MM XLPE AL	NUMBER	02
16	905520055	OPERATION & MONITORING OF RAKHA 33kv SWITCHYARD ON PER MONTH BASIS	NUMBER	12

17	9055208 21	BUSH CUTTING & TRIMMING OF TREES IN SUBSTATION / YARD / WORKSHOP / FEEDERS/ ALONG HIGH TENSION LINES OF 11kV/33kV/3.3kV	DAILY	96
18	9055208 22	REPLACEMENT/ CHECKING/FIXING/TIGHTNING OF PIN INSULATORS ON OVERHEAD STRUCTURE OF 33 KV/11kV/3.3kV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF PIN INSULATORS EPOXY RESIN TYPE	NUMBER	80
19	9055208 23	REPLACEMENT OF DISC/SUSPENSION TYPE INSULATORS ON OVERHEAD STRUCTURE OF 33 KV/11kV/3.3kV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF INSULATORS EPOXY RESIN TYPE	NUMBER	35
20	9055208 24	LAYING OF 33 KV/11kV /3.3KV ACSR/ covered CONDUCTOR during line breakdown (if required supply of ACSR conductor is under scope of party)	KILO METERS	05

II. SCOPE OF WORK:

A) Special terms and conditions for Breakdown maintenance of 33kV overhead line from Jadugoda Grid substation to Kendadih Mines substation via Rakha switching yard along with Breakdown maintenance of 11kV overhead line of MSB concentrator plant shall include following:

a) 02 unskilled, 01 semi-skilled and 01 skilled (HT license holder) worker shall be deployed on per day basis as & when required as per direction of E-I-C for attending breakdown jobs. The contractor shall increase manpower as necessary to complete the planned / breakdown jobs within the stipulated time.

b) Pole as well as overhead travelling earthing wire will be connected to earth pit with proper clamping & dressing on the pole to the connection of earth pits. (For Item SL No. 4 of the Scope of Work)

c) All materials required for guard wire installation shall be supplied by the Contractor.

d) The patrolling job of 33kV /11kV/3.3kV Overhead line shall be carried out in presence of a 33kV HT license holder personnel.

e) Bush cutting, tree branch trimming along the overhead line routes & Cleaning of surrounding area of installed equipment shall be carried out either by cutting or spreading of chemicals as required.

B) Operation & Breakdown Maintenance of Rakha Switching yard on per month Basis (Item code-905520055)

The contractor shall be responsible for operation and monitoring of Rakha 33kV Switching Yard throughout the year including Sundays and national holidays across all three shifts.

Man power requirement: ONE competent operator with HT license will be required

ed in all the three shifts.

Therefore, two skilled, one semi-skilled and One Unskilled (reliever) are required in operation.

Detailed activities:

- 1) Operation of 33 kV Breakers during normal conditions, tripping events, Shutdown and maintenance.
- 2) Coordination with Jadugoda JSEB GSS during power failure and shutdowns.
- 3) Attending breakdown in the 33kV switchyard.
- 4) Round the clock monitoring and maintenance of all 33kV installations.
- 5) Maintenance of daily log books and reporting abnormal observations to the Rakha Electrical In charge and also to EIC. Operators shall report directly to Electrical in charge of Rakha Mine and perform duties as instructed.

General terms & Conditions

- 6) Contractor must depute 01 (One) Supervisor having valid HT license and adequate experience to oversee the work.
- 7) The Contractor must hold HT License of 33 kV or above class.
- 8) During a Planned Shut Down/ Breakdown of 33 kV transmission lines, the supervisor shall coordinate with Hindustan Copper Limited and Jharkhand State Electricity Board.
- 9) Shutdown arrangements and line clearance shall be the responsibility of contractor.
- 10) The contractor shall arrange transportation of Manpower & Material on "Round the Clock" basis for breakdown and maintenance activity throughout the year.
- 11) While working on HT electrical system, strict safety precaution shall be followed. The contractor shall provide PPE such as safety shoe, belts, gloves, raincoats, torches etc. at their own cost. Worker safety shall be the contractor's primary responsibility.
- 12) All work shall comply with safety rules and Central Electricity Authority Regulations, 2023.
- 13) Materials required for Earth pits, stay wire job, PCC Concreting & Guard wire job and related civil jobs including transportation shall be under contractor's scope.
- 14) Gas cutting and Welding Machine, ladder, any type of clamps, insulator hardware and necessary accessories for transmission line jobs shall be arranged by the contractor
- 15) The Contractor shall remain well-equipped and capable of mobilizing resources immediately upon receiving breakdown information including during odd hours.

16) Supply of accessories such as suspension insulators hardware (ball," Y", M-clips, Split pins) is included in the scope of Contractor.

17) No man power shall be retrenched or altered without permission from Engineer-In-charge.

18) Painting of Rakha Switchyard structure as required shall be undertaken by the contractor.

19) In case of maintenance work requiring DG sets, tractor or other equipment, the contractor shall arrange the same at their own cost.

C) Scope of Tools & Material: Under the Scope of Contractor:

1. Arrangement of Cement, Concrete, and sand etc. required for maintenance job as per scope of work.

2. Provision and maintenance of minimum stock of transmission line hardware in their store including

a) Nut, Bolts & Washers of various sizes: 25 Kg

b) Tension Clamps: 10 Nos.

c) Suspension Clamps: 10 Nos.

d) "Y" & "Ball": 10 Nos. each

e) M Clip: 15 Nos.

f) Split Pin: 15 Nos.

g) Bracket Fixing Clamps: 10 Nos.

h) Stay Rod & Clamp: 10 Nos. each

i) Three bolted AL PG clamp: 15 Nos.

j) Three Cell Rechargeable Torch: 01 No

k) Shift registers.

3. The contractor shall maintain adequate stock as directed by the site engineer to ensure uninterrupted maintenance operations.

4. Other than above mentioned materials and scope, the contractor has to repair/attend/complete any type of overhead line breakdown with all tools and testing instruments.

Annexure-III (SCC)

I) SPECIAL COMMERCIAL CONDITIONS:

1) EARNEST MONEY DEPOSIT (EMD): - The offer should accompany with an amount of **Rs 48834/- (Rupees Forty Eight Thousand Eight Hundred Thirty Four only)** towards Earnest Money Deposit is to be submitted in RTGS/NEFT preferably in favour of "Hindustan Copper Limited" payable at Moubhandar /Ghatsila. Offers without Earnest Money will be rejected outright. Similarly, EMD in any other form will not be accepted. The EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / placement of purchase order/signing of the job contract, whichever is earlier.

However, SSI units registered with NSIC are exempted from payment of EMD against valid documentary proof, which has to be submitted along with Techno-Commercial Bid.

The following are exempted from submission of EMD

(i)Public Sector Undertakings /Govt. Dept/Govt. Institutions

(ii)Micro and Small Enterprises 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 up to the extent of their monetary limit. For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.

(iii)Original Equipment Manufacturers (OEMs).

Our Bank Details is as follows:	
State Bank of India.	IFSC CODE- SBIN0001484
Branch- Moubhandar.	Branch Code- 001484
Dist. East Singhbhum	A/C. No. 00000011524102778
Jharkhand-832103.	
Our GST No : 20AAACH7409R1ZF	

2) The documents like proof of ESI Registration, if any, PF Registration, GST Registration, and PAN are to be provided by the bidder alongwith their Techno-Commercial bid.

3) PERIOD OF CONTRACT: The contract shall be effective for 12 Months from the date of commencement of job.

4) RATES:

a. Rates quoted should be Firm and Final and no special clause, terms and conditions should be added in this regard. The rates quoted should be fixed for the entire period of the contract. However, GST will be paid extra as per rules prevailing at the time of execution of order.

b. The Contractor has to arrange his own finances for carrying out the job including supply of equipment to his employees, materials, payment of wages to his employees, etc. Sufficient Supervisors shall be deployed in all shifts to monitor all the jobs of entire plant. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies, which might be applicable to this type of job.

5) SECURITY DEPOSIT:

5.0 The successful bidder, hereinafter called the Contractor shall be required to deposit 10% of the total Work Order value for the contract (Inclusive of all, on overall value) for Security Deposit. Out of this, the initial Security Deposit will amount to 5% of the total Work Order value including GST. It is to be deposited in RTGS/NEFT preferably or in the shape of Bank Guarantee in HCL's format (Annexure-IV) from a Scheduled Commercial Bank (except Co-Operative and Gramin Bank) as Security Deposit within 30 (Thirty) days of issue of LOI / Work Order, whichever is earlier. The BG shall be valid for **Fourteen (14) Months** from the date of issue of LOI / Work Order, whichever is earlier. The contractor would be required to extend the

validity of bank guarantee from time to time to as per provision of the Purchase Order.

Successful bidder shall deposit penal interest @18% on a pro-rata basis on account of any delay towards submission of Security Deposit amount after assigned period of 30 days of issue of LOI/Work Order.

- 5.1 Payment to the contractors shall be kept withheld till receipt of Security Deposit. The payment to the Contractor as per terms of the contract shall be effected only after the required Security Deposit has been submitted by the Contractor.
- 5.2 The Security Deposit equivalent to the balance 5% of the total Contract/ Work Order value including GST will be recovered from the progressive bills of the contractor @10% from each RA Bill.
- 5.3 The Security Deposit shall bear no interest and refund will be as per provision of the Contract.
- 5.4 The method of submission of Bank Guarantee is as below:
 - 5.3.1 The bank guarantees issued by the issuing bank on behalf of the successful bidder 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).
 - 5.3.2 HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.
 - 5.3.3 The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

Our Bank Details is as follows:	
State Bank of India. Branch- Moubhandar. Dist. East Singhbhum Jharkhand-832103.	IFSC CODE- SBIN0001484 Branch Code- 001484 A/C. No. 00000011524102778
Our GST No : 20AAACH7409R1ZF	

- 5.3.4 The Successful bidders are required to take note of it 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.
- 5.3.5 The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India Branch- Moubhandar (IFSC- SBIN0001484), to aid in the process of confirmation of Bank Guarantee.
- 5.3.6 The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in Ghatsila / Jamshedpur"
- 5.3.7 The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Indian Copper Complex at Ghatsila by Speed Post /Registered Post (AD).
- 5.5 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 same manner as aforesaid until the security deposit is restored to its full limit mentioned above.
- 5.6 The Company shall have the full right to forfeit and appropriate the security dep

osit 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.

- 5.7 Any dues of the Company against the Contractor 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 Contractor.
- 5.8 In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.
- 5.9 On due and satisfactory performance and completion of the contract in all respects and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company.
- 5.10 In case of repeat order placed on the successful tenderer, subject to their satisfactory performance, the validity of SD provided for the original order shall be extended suitably by the successful tenderer to cover the additional quantity awarded in the repeat order. The same shall also be applicable in case Option Clause is invoked.
- 5.11 The Security Deposit should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations.
- 5.12 The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. The Security Deposit shall be forfeited in case the successful bidder fails to honour contractual obligations. Security Deposit shall 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.
- 5.13 Security Clause shall not apply to the: 1) Public Sector Undertakings, 2) Government departments/Government institutions and 3) OEMs.

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

7) MANAGEMENT'S RIGHTS:

- i) The Company reserves the right to reject/accept any part or full tender.
- ii) The Company reserves the right to award the work to eligible party either in full or parts thereof. The decision of the Company is final and binding.
- iii) The Company reserves the right to change the specifications at any stage.
- iv) In the event the Contractor is unable to provide required number of skilled and unskilled labour or withdraws after the issue of LOI by the Company but prior to submission of SD, any amount due with the Company will be withheld, besides initiating appropriate action.

8) COMMENCEMENT OF WORK:

The Contractor, to whom the work is awarded, will be required to commence the work with the labour so approved by Head of HR-Kendadih Mines, after completion of training under Safety Rules. The Contractor will be required to commence the work as stipulated in the Work Order/LOI, whichever is earlier or as directed by the HCL/ICC. However, the job is to be started after submission of requisite amount of Security Deposit.

9) MEDICAL CHECKUP:

The Contractor has to provide the medical examination certificate of the Contractor's employees as per provisions of Bihar/Jharkhand Factories Rules, 1950 & as per provisions of Mines Rules, 1955 in the prescribed pro forma either from ICC Works Hospital, Moubhandar or any Govt. hospital before commencement of work. The medical examination of the contractor's employees can be carried out at HCL/ ICC h

ospital on chargeable basis as per the rule of HCL/ICC hospital.

10) PAYMENT:

The Contractor shall submit the bills in triplicate with enclosures (i.e. Previous month's salary disbursement proof, Muster roll, PF ECR Challans, ESI deposit Challans) (salary disbursement proof i.e. bank transfer document indicating the payment made to individual labours, Muster roll of billing month and PF & ECR challans of previous month), on monthly basis of subsequent months to Engineer In Charge. Engineer In Charge will submit the bill to Head HR-Kendadih Mines. Head HR- Kendadih Mines, after verifying that the contributions of the workers have been deposited by the contractor, shall forward the PF ECR Challans and ESI deposit Challans along with the wage bill and the covering certificate to Finance department along with bill.

The payment thereon shall be released by e-payment/RTGS payment within 30 days of presentation of bills complete in all respects. However, the statutory deductions like Income tax, etc. shall be made before making the payment.

It is important to note that the payment of wages should be made to the personnel deployed by the Contractor within the seventh day of the month, succeeding the month for which the wages are payable, without waiting for the receipt of payment of the wage bill from HCL/ICC.

11) GST COMPLIANCE:

"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, non-payment 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."

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

13) LOSS OR DAMAGE TO PROPERTY:

Any loss or damage to the property of HCL by the Contractor will be charged from the contractor's bills.

14) CONTRACT SUB- LETTING:

Sub-letting of the contract to any third party / agency will not be permitted.

15) HCL'S DISCRETION:

HCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

16) RISK & COST:

a) In case the 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 award the contract for balance work at the

Risk & Cost of the Contractor.

- b) In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system. They will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.
- c) In case the Contractor fails to start the work after award of Work Order within the time frame stipulated in the Work Order, suitable penal actions will be taken against Contractor as decided by the Company, including debarment, etc.

17) DEDUCTION OF P.F.& ESI:

The Contractor shall comply with the provision of Employees Provident fund and Miscellaneous Provisions Act, 1952 and Scheme and rules etc., and Employees State Insurance Act, 1948, Rules and Regulations, etc. framed thereunder and all other laws of the land applicable to the employees of the Contractor. However, PF will not be payable to the contract-labours aged more than sixty (60) years.

The Contractor shall file the electronic return of PF and ESI and submit proof of payment of both the employer's and employees' contributions every month (preferably at Jamshedpur). (PF has to be remitted by 15th and ESI by 15th of the succeeding month). Contractor shall submit the challans along with copy of a self-certified list of contract workers (bearing their names and PF No./UAN and ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.

The Contractor shall at all times indemnify the Company against all claims, damages, compensation, etc. that might be paid or become payable by the Company under the said Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and all other labour, industrial and other laws of the land applicable to the employees engaged by the Contractor. However, no ESIC & Bonus will be paid to the contract-labours where monthly minimum wage exceeds Rs 21000/-

18) P.F. & ESI REGISTRATION:

The Contractor shall mention PF Registration No. issued from P.F. Authorities & ESI Registration No. by the ESI Authority and provide photocopy of the same with the Technical bid.

19) DEDUCTION OF INCOME TAX:

Income Tax under Section 194 (c) of I.T. Act or as applicable from time to time shall be deducted at source from the bills of the Contractor.

20) CENTRAL & STATE GOVT. ACTS:

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation / claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

21) STATUTORY OBLIGATIONS:

The contractor shall have to comply all rules and regulation under Mines Act, Mines Rules Metalliferous Mines Regulation/Factory Act and Rules, such as provisions related to Leave with wages, Health & Safety, etc. and various States/Central Govt. Acts, etc. applicable from time to time while working in underground mining areas/surface areas and factory areas. The said provisions are illustrative only and not exhaustive. The Contractor will ensure all safety measures during the operations. The Contractor will be solely responsible for all consequences arising out of a

nd during operation of the contract including payments/ compensation, etc. to be made under the various statutes / acts of State or Central Govt. etc. issued there under.

HCL will not be responsible for any lapse on the part of the Contractor in enforcing provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Fund and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen's Compensation Act, Bonus Act, etc. It will be the Contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the contract work. Receipt of any complaints on this ground will be viewed seriously. It is expressly understood that the manpower deployed by the Contractor are not on the rolls of HCL and no legal relationship of whatsoever subsists between HCL and such personnel employed by the Contractor.

This being a job contract, the personnel engaged by the Contractor and deployed by him at HCL premises will in no way be deemed as working under employment of HCL and there shall not exist any employer-employee relationship between HCL and the Contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with HCL either in respect of wages/salary or such other statutory benefits or compensation, etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen's Compensation Act or any other law in force. The Contractor shall obtain an appropriate/adequate Policy, i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme, etc. under the relevant rules/laws of the Central/State Governments. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and HCL will have no responsibility, whatsoever.

22) SECURITY REGULATIONS:

The Contractor shall issue photo identity cards duly certified by HR-(Kendadih Mines) department of all contract labour, who will be instructed by the Contractor or his representative to carry the same at all times during the duty. The Contractor's Supervisor/s will also identify their employees and regulate entry at gate at the time of entering and leaving the Works. All the persons engaged on the job shall be subject to security check by Security Officials on duty.

23) WAGES TO THE LABOURER

The Contractor will abide by laws with the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 etc. and also provisions of any other law as may be applicable from time to time. All payment to be made to the contract labour shall be paid through bank account only and submit the proof thereof. Cash payment will not be allowed under any circumstance. As such the Contractor should submit the bank account number of his labours so engaged by him to Head of HR-(Kendadih Mines) department.

Payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each person.

The payment of wages should be made to the personnel deployed positively within 7th day of the succeeding month for which the wages are payable. Wage period shall be from 1st day of the month to the last day of the month. The payment of wages shall not be subject to payment against the Contractor's bills by HCL.

The Contractor shall submit bank statements in support of such payment immediately on remittance of the funds. If for any reason payment of wages due to the labour has to be made in cash, it must be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, 1971. Wage registers as per Labour Laws shall be compulsorily maintained by the Contractor, which should be available for inspection at any time by the HCL officials or their authorized representative, or any other statutory authorities.

24) SAFETY OF THE LABOUR:

The manpower supplied by the Contractor will work under the supervision of Contractor or his representative. Any injury/accident occurred at work place shall immediately be reported to the Safety Manager of HCL/ICC and the site in charge of the Contractual agency with the parallel arrangement to send the injured labourer to any Hospital or at HCL/ICC, Moubhandar Works Hospital for medical treatment. The charges of such medical treatment will be borne by the Contractor.

The Contractor must take full responsibility of safety of the labour deployed by him for the work and HCL property during the period of the contract.

The Contractor has to supply Personal Protective Equipment (PPEs) to the labour, such as hand gloves, safety helmets, safety shoes, safety belt, goggles Heat proof Apron and other safety appliances as per the requirement at the working places duly certified by the Safety Appliance Committee of ICC Works. In the first month of the execution of the Work Order the Contractor has to provide the above items to his workers and provide an undertaking in this regard to the Safety department.

The Contractor has to ensure use of safety appliances by their workmen while at work. In case Contractor's workers are found without proper safety appliances while execution of the work, suitable penal action will be taken.

25) ABSOLUTE INTEGRITY OF THE CONTRACT:

The Contractor and his persons shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of HCL/ICC including theft of Company's property by the Contractor or any of his persons, the contract shall be terminated / suspended without any notice and the balance work shall be executed through alternate sources at the risk and cost of the Contractor. In the event of suspension / termination of the work the Contractor shall not raise any claim for the period of suspension / termination, nor shall the Company (HCL/ICC) be liable to pay for it.

26) The Contractor's personnel shall not divulge or disclose to any persons any details of office, operation process, technical know-how, security arrangements and administrative/organizational matters as all are confidential in nature.

27) ESI COMPLIANCE:

All contractors shall comply with The Employees' State Insurance Act, 1948. Before starting the job contractor shall furnish the ESI Registration and Code number. Every month having deposited ESI contributions contractor shall furnish a copy of challan to the company.

The contractor shall ensure making arrangement of transportation for taking his labour for medical treatment to an ESI hospital or any other hospital. If treatment is provided at a hospital other than ESI hospital contractor shall bear the expenses himself. The company shall not reimburse any such expenses to the contractor.

Claims for compensation for incidences like medical, disablement and death of his employees shall not be paid by the company. The total liability for this shall be that of the contractor under the provisions of ESI Act 1948 and Rules.

28) OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the contract quantity or contract duration up to be ordered up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bo

und to accept the revised quantity or duration.

29) GST, AS APPLICABLE:

GST as applicable will be paid extra by HCL if claimed in the bills. No subsequent claim on this account will be entertained by HCL. The Contractor should have a GST Registration number.

30) No persons below 18 years of age shall be allowed to work as per The Mines Act and Bihar/Jharkhand Mines Rules.

31) The Contractor shall ensure the regular full time supervision and control by the Contractor himself or by his Supervisor/s(at his cost) for supervision of jobs entrusted to deployed workmen in respective areas of Kendadih Mines who will monitor execution of the jobs, comply with the instructions and attend to the complaints if any, maintain all the registers, including attendance records along with normal duty hours and extra hours of working personnel, which will be verified/certified by the respective Operating Authorities, and must be available at Site Office. The Supervisor/s will act as an effective link between HCL officials and the contractual agency on day to day basis.

Jobs shall have to be carried out by deployed workmen in accordance with advice of designated officers of Kendadih Mines to enable the production in Works to remain uninterrupted. However, the Contractor's Supervisor will have to execute the work through their employees according to the requirement, need and instructions of the designated officers of HCL/ICC. It is clarified that if HCL/ICC is not satisfied with the services / conduct of any of the deployed personnel, the same shall be brought to the notice of the supervisor and the said personnel shall be replaced immediately to the satisfaction of HCL/ICC. HCL/ICC reserves the right to review performance of the deployed personnel and recommend location of posting /shift. HCL/ICC also reserves the right to review the performance of the Supervisor from time to time and request replacement of the supervisor if performance is found unsatisfactory.

32) OFFICE: The Contractor shall provide and maintain an office at the site and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall be equipped with telephone and computer having internet connection, printer, etc. so that relevant information could be maintained / generated and made available in soft/ hard copy.

33) ENGINEER -IN-CHARGE/OFFICER-IN-CHARGE:

Name of E-I-C- Mr. Rahul Kumar, Designation-Sr. Mgr. (Elect.), Mobile No.-957235 3931, Email Id- rahul_k@hindustancopper.com at ICC at ICC will act as the Engineer-in-charge(E-in-C) /Officer-in-charge (O-in-C) of the Contract. However, Mosabani Plant related jobs will be looked after by the Mosabani Electrical Department and Rakha Electrical Department will look after Rakha Switchyard and the overhead line up to Rakha Switchyard. The Contractor shall meet the E-in-C/O-in-C periodically and keep in communication with him for smooth and effective functioning of the work. The Contractor shall directly report to E-in-C/O-in-C of the contract, in case of any difficulty and follow his orders and directions.

34) CLARIFICATION OF SEEKING SHORTFALL DOCUMENTS FROM BIDDER:

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 tre

ated 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.

35) CONDITONS FOR MSE AND START-UP COMPANIES: The MSE and START-UP entities have to qualify PQC. Quantity cannot be splitted.

36) VERIFICATION OF CHARACTER AND ANTECEDENTS:

The Agency shall keep proper record of all the documents regarding character and antecedents etc. of the personnel engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-charge for necessary verification.

37) DRAWINGS: Drawings if any supplied to the contractor, are the property of HCL's Unit at Indian Copper Complex and shall be returned to the company after completion of the contract.

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

39) REGISTRATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER: Bidders who have their UAM number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their UAM Number on Government e Marketplace Portal (GeM), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order,2012 for the tenders invited electronically through GeM. MSME bidders, who have registered their UAM number with GeM, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME. MSEs owned by Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by SC/ST.

In case MSME bidder has registered in Udyam Registration (UR) Portal, registration details is to be submitted along with their techno-commercial offer.

40) 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 condition of prior turnover and prior experience may be relaxed for Start-up Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.
- 3) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.
- 4) Declaration of UAM number by MSE bidders on CPP portal is mandatory, failing which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

41) 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. 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:

- i) In case of proprietary MSE, proprietor(s) shall be SC/ST
- ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty One per cent) shares in the unit
- iii) In case of Private Limited Companies, at least 51% (Fifty One per cent) share shall be held by SC/ST promoters.

42) 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.

43) 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 15.06.2017 (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.

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.

44) 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.

45) 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.

I) GENERAL TERMS & CONDITIONS OF THE CONTRACT:

The following must be complied with during execution of the work: -

1. ATTENDANCE RECORD OF CONTRACT WORKERS:

The Contractor should maintain an Attendance Register in respect of the contract labourers deployed by him in that department. The Contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form D as per Contract Labour (Regulation & Abolition) (Central) Rules, 1971.

2. WAGE RECORD OF CONTRACT WORKERS:

The Contractor should maintain a Wage Register against each Work Order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form B as per CL (R&A) Central Rules 1971. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

3. COMPLIANCE OF PF AND ESI DEDUCTIONS:

The Contractor shall ensure the compliance under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Scheme etc. and Employees State Insurance Act, 1948, Rules and Regulations, etc.

Contractor shall be solely responsible for non-payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act, etc.

4. Contractor shall ensure payment of ESI contributions under ESI Act, 1948 and provide ESI membership (IP) number of each employee before commencement of work.

5. The liability for any compensation on account of accident/ injury sustained by an employee of the Contractor will be exclusively that of the Contractor.

6. STATUTORY REGISTRATIONS AND CLEARANCES:

Contractor shall commence the work only after obtaining the following: -

a. Labour License if required.

b. Provident Fund Code no.

c. ESI Code no.

d. GST Registration no.

e. Notice of commencement of work in Form VII & Maintain Register of workers in Form-A.

7. The Contractor is supposed to work on job contract basis and as such there will not be any separate payment for working on Sundays or other gazetted / national holidays, etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.

One day's extra wages shall be paid to such labour who are deployed for duty on days of holidays declared by the Company, including National Holidays.

8. HCL, ICC shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury to any accident or injury/death to any workmen or other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.

9. The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed w

orkmen and anything related to carry out the work. All the rules & regulations & by e-laws laid down by the local bodies and any other statutory bodies shall be adhere d to by the Contractor, during the execution of work.

- 10.** In case of injury to the labour during the course of actually performing Company's work, first-aid will be provided free of cost at Moubhandar Works and doctor's consultation will be provided by the HCL on chargeable basis at Moubhandar Works Hospital. The HCL will have no liability to bear the cost of treatment.
- 11.** It will be the exclusive responsibility of the Contractor to make lawful payments to the workers. The Contractor shall have to obtain the signature or thumb impression of the worker concerned against the entries relating to them on the register of wages or muster roll-cum-wage register, as the case may be, and the entries shall be authenticated by the initials of the Contractor or his authorized representative and shall be duly certified by the authorized representative of the principal employer.
- 12.** It will be the Contractor's responsibility to maintain all records, registers in accordance with the provisions of Contract Labour (Regulation & Abolition) Act and Rules made there under and other statutory laws.
- 13.** If required, the Contractor should obtain a valid labour license for the actual number of workmen employed, as per Contract (Regulation & Abolition) Act, 1970 issued by Competent Government Authorities and submit a copy of the same to HR- (Kendadih Mines) before starting execution of the work.
- 14. INDEMNITY:**
The Company shall have no liability whatsoever concerning the labour/staff deployed by the successful bidder for the purpose. The successful bidder shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of labour by them during entire run of the contract. In case of theft or losses or pilferage of Company's property, due to negligence or carelessness of the labour, a joint enquiry represented by both ICC and the Contractor will be held and findings thereof shall be submitted to the Unit Head, whose decision shall be final and binding on both the parties.
- 15. SITE CLEARANCE:**
Site clearance on completion of each and every job, work site has to be cleared in all respects to the satisfaction of E-in-C/O-in-C immediately after completion of jobs. Unwanted materials have to be shifted from the site as would be directed by E-in-C/O-in-C.
- 16. SPECIAL WAGE:**
A sum of Rs.10.00 per day of attendance as Special wage over & above the minimum wages applicable to the contract labour is to be paid. The special wage will not attract P.F. , Bonus ,Service Charge paid to contractors or any other consequential payments. A Sum of Rs. 10.00 per day of attendance as special allowance will be applicable to the workers who are employed on a salary or wages not exceeding Rs.21, 000/- per month basis (maximum ceiling).

II) CLAUSES PERTAINING TO LEGAL ASPECTS

- 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. The procuring Entity is allowed to recover loss from the supplier/ contractor.

Quantum of Price Reduction

The Procuring Entity shall recover from the contractor, as agreed, the Price Reduction a sum equivalent to 0.5 (half) per cent of the prices of any portion of stores and/or service delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (ten) per cent of the value of delayed goods/service or both. The Price Reduction cannot exceed the above amount of 10% stipulated in the original awarded contract value 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 has 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
- g) 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 sufficient 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.

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

actor 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:

- 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.

7. ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs)/Port Authorities inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income-Tax, Customs & Excise), such dispute or difference shall be resolved through the Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) in accordance with DPE OM No. DPE02/0001/2023-AMRCD-FTS-13578 dated 08.12.2025, as amended from time to time. The decision of the AMRCD shall be final and binding on the Parties.

8. 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 ICC. 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.

- 9.** Disputes which are not covered under para 5 (AMRCD) & 6 (Arbitration) above shall be referred to the

Commercial Courts as per The Commercial Courts Act, 2015.

10. JURISDICTION OF COURT:

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

11. 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.

Annexure-V

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PROFORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(On Non-judicial stamp paper of appropriate value)

To,

HINDUSTAN COPPER LTD.

.....

.....
.....

Dear Sirs,

M/s.....upon being awarded the work ofof Hindustan Copper Limited at.....under Tender/LOI/Work Order No.....approached us with the request to furnish Hindustan Copper Limited ata Bank Guarantee for Rs.....only (Rupees.....only) towards security deposit. At their request and in consideration of the promises we.....have agreed to give guarantee as hereinafter mentioned.

1. We.....hereby agree and undertake that if in your opinion any default is made by the said M/s.in performing any of the terms and/or conditions of the agreement or if in your opinion he commits any breach of agreement or there is any demand by you against the said M/s.....then on notice to us by you we shall on demand without demur and without reference to the said M/s.....immediately pay to you, in any manner in which you may direct, the said amount of Rs.....only (Rupees.....only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require our liability to pay is not dependent or conditional on your proceeding against the said M/s.....and we shall be liable to pay the aforesaid amount as and when demanded by you merely on a claim being raised by you and even before any legal proceedings are taken against the said M/s.....

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

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

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

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

6 We have power to issue this guarantee in your favour under Memorandum and Articles of Association and this undersigned has full power to do under the power of att

orney dated..... granted to him by the Bank

7 The BG shall be operable including encashment at issuing bank's any local branch in Ghatsila / Jamshedpur

Yours faithfully,

.....

.....

..... (Bank)

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

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5. **Buyer Added Bid Specific ATC**

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

6. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Hindustan Copper Limited

Account No.

00000011524102778

IFSC Code

00000011524102778

Bank Name

State Bank of India

Branch address

Moubhandar, Dist. East Singhbhum, Jharkhand-832103

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. **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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---