

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-07-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-07-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	ambarish_k@hindustancopper.com
वस्तु श्रेणी /Item Category	Custom Bid for Services - M 19570 Job Contract for Non AMC Activities for UG Mine Communication System
समान श्रेणी/Similar Category	<ul style="list-style-type: none"><li>• Backup as a Service</li></ul>
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	12 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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

<b>बिड विवरण/Bid Details</b>	
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / <b>Estimated Bid Value in INR (Inclusive of all taxes)</b>	4701710
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	94000

## ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

### लाभार्थी /Beneficiary :

Sr. Manager (Mktg.)M&C  
MCP, HINDUSTAN COPPER Limited, Ministry of Mines  
(Ambarish Kumar)

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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

5. 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.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

Price Breakup - [1781261045.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1781261897.pdf](#)

**Payment Terms:**[1781261901.pdf](#)

**GEM Availability Report ( GAR):**[1781261906.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1781261910.pdf](#)

**Custom Bid For Services - M 19570 Job Contract For Non AMC Activities For UG Mine Communication System ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	M 19570 Job Contract for Non AMC Activities for UG Mine Communication System
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

**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**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ambarish Kumar	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	Project / Lumpsum Based	N/A

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

**1. Generic**

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

**2. Buyer Added Bid Specific ATC**

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

**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**10. EARNEST MONEY DEPOSIT (EMD)**

Contractor has to submit an amount of **Rs.94,000/-** towards EMD through insurance surety bonds **OR** bank guarantee (including e-bank guarantee) from any of the commercial banks as per HCL's Format enclosed with the bid document **OR** payment online in an acceptable form NEFT/RTGS. No other form for EMD submission will be acceptable. Please upload payment transfer details (scan copy of RTGS/NEFT payment transfer)/ scan copy of bank guarantee/ scan copy of insurance surety bonds in the bid documents on GEM portal. The bank A/C details for RTGS/NEFT payment are as under:

**IFSC Code: SBIN0004510**

**A/C Type: Current Account**

**A/C No.: 11290757078**

**A/C Name: Hindustan Copper Limited**

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

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

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

**Non-submission of valid EMD exemption document before due date of bid opening shall lead to rejection of offer. No documents pertaining to EMD exemption shall be accepted after due date of bid opening.**

In case of non-receipt of EMD amount or documents pertaining to EMD exemption before due date of opening, the online offers will not be considered. The Earnest Money so deposited shall not bear any interest. No adjustment, of any pending amount / EMD whatsoever, against EMD will be made.

**11. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) in GeM Portal shall supersede any other T&C of Bid document of GeM Portal.**

**12. Bidders to note that estimated bid value published in GeM portal is including GST.**

**12.1** It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid **Bidder shall upload certification for the same along with the offer (Annexure IV). In absence of the certification, HCL reserves the right to reject the offer.**

## **PRE-QUALIFICATION CRITERIA, SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS OF CONTRACT**

### **20. PRE-QUALIFICATION CRITERIA**

- 1) Average annual financial turnover not less than **Rs. 11.95 Lacs** during preceding three years ending 31<sup>st</sup> March, 2025. **Bidders shall submit sealed & signed audited P&L Statement or Turnover Certificate issued by Chartered Accountant in proof of the above.**
  
- 2) Experience of having successfully executed **Job Contracts/Maintenance contracts , related to IT/Communication/Automation/CCTV in any industry** , during last seven years ending last day of the month previous to one which applications are invited (the proof of which in the form of Service work Order Copy and/or invoice copy of service work orders and/or MoM of carried out works , **Job Contracts/Maintenance contracts**) related to **IT/Communication/Automation/CCTV in any industry** is to be submitted along with the tender), should be either of the following:
  - a) Three similar orders value amounting not less than Rs. 18.80 lakhs **inclusive of GST** each.  
or
  - b) Two similar orders value amounting not less than Rs. 23.50 lakhs **inclusive of GST** each.  
or

c) One similar order value amounting not less than Rs. 37.61 lakhs **inclusive of GST**.

**NOTE:** For a PSU, MES, Railways, CPWD and other Government Agency/Undertaking or private company having Company Identification Number.

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

**Note: - Bidder has to submit Work Completion Certificate along with the submitted Work Order. Bidder should ensure that the Work Completion Certificate comprise the contents preferably as per Appendix-I.**

## 22. Scope of Work

Job Contract for Routine Non -AMC activities to be done under UGMCS operations, which are not covered in existing ongoing AMC of UG Mine Communication System at Hindustan Copper Limited – Malanjkhand Copper Project:

### 1. Broad Scope:

The intent of this job contract is to ensure uninterrupted operation of underground wireless communication systems supporting safe mining operations.

The contractor shall carry out **handling, removal, re-installation, relocation and restoration of communication system infrastructure installed in underground mine workings.**

The scope broadly includes:

- Handling of **Leaky Feeder Communication Cables**
- Handling of **Power Cables supplying communication equipment**
- **Installation / Relocation of Communication Base Stations**
- Handling of **Traffic / Interfacing Communication Panels**
- Handling of **LAN Cables**
- Handling of **Optical Fiber Communication (OFC) Cables**

The work shall be executed **before blasting, after blasting, during mine development, and during relocation of communication infrastructure.**

### 2. Detailed Scope of Work

#### 2.1 Leaky Feeder Cable Management

The contractor shall perform:

- Safe removal of **leaky feeder communication cables** prior to blasting activities or as and when required.
- Protection and temporary shifting of cables during blasting operations.
- Re-laying and fixing of cables after blasting or mine advancement.
- Continuity checking and restoration of signal coverage confirmation in liaison with representative of M/s SWTPL.

Total Maximum quantity for the 02 years contract period: **6000 m removal + 6000 m re-laying.**

#### 2.2 Power Cable Handling for Communication Equipment

The contractor shall perform:

- Disconnection and safe removal of **power supply cables feeding communication equipment** prior to blasting or as and when required.
- Protection of cables during blasting operations.
- Re-installation, termination and testing of cables after blasting.
- Verification of power availability to communication nodes confirmation in liaison with representative of M/s SWTPL.

Total Maximum Quantity for the 02 years contract period: **4000 m removal + 4000 m reinstallation.**

### **2.3 Base Station Installation / Relocation**

The contractor shall carry out:

- Removal of existing installed base stations covered under UG Mine communication System.
- Transportation and relocation to designated locations.
- Mechanical mounting and cable connection.
- Functional verification and signal coverage confirmation in liaison with representative of M/s SWTPL.

Total Maximum quantity for the 02 years contract period: **30 base station relocation/installation activities.**

### **5.4 Handling of Traffic / Interfacing Panels**

The contractor shall execute:

- Safe removal of communication interface or traffic panels prior to blasting or as and when required.
- Protection of panels during blasting operations.
- Reinstallation and reconnection after blasting.
- Verification of signal transmission and network interface in liaison with representative of M/s SWTPL.

Total Maximum quantity for the 02 years contract period: **30 panel handling operations.**

### **2.5 LAN Cable Handling**

The contractor shall carry out:

- Safe removal of LAN cables prior to blasting or as and when required.
- Protection of cables during blasting activities.
- Re-laying and fixing of LAN cables.
- Network continuity testing after restoration in liaison with representative of M/s SWTPL.

Total Maximum quantity for the 02 years contract period: **3000 m removal + 3000 m re-laying.**

### **2.6 OFC Cable Handling**

The contractor shall perform:

- Safe removal of OFC cables prior to blasting or as and when required.
- Protection of cables during underground operations.
- Re-laying and restoration of OFC route.
- Fiber continuity testing and link restoration in liaison with representative of M/s SWTPL.

Total Maximum quantity for the 02 years contract period : **6000 m removal + 6000 m re-laying.**

### **2.7 Cable Jointing / Termination / Splicing**

The contractor shall carry out all required **jointing, termination and splicing of communication and power cables**, including OFC, LAN and leaky feeder cables, as may be required during removal, shifting and restoration of the system.

The work shall be executed using **proper tools, techniques and standard industry practices**, ensuring continuity and functionality of the communication network.

All such activities shall be carried out **in coordination with the Engineer-in-Charge and existing UG Mine communication AMC vendor (M/s SWTPL), wherever required.**

## **3. Execution Conditions**

The contractor shall ensure:

- Deployment of trained **manpower familiar with underground mine working conditions.**
- Use of PPE as per DGMS regulations
- Compliance with **DGMS safety regulations and mine safety procedures .**
- Use of proper tools and safety equipment during execution. These essential tools and PPEs shall be provided by Job contractor.
- Contractor shall deploy sufficient nos. of Supervisors and Work execution is to be done strictly under the supervisor only , as per mining regulations .
- Work is to be done in all 03 nos. cyclic A/B/C shifts , as per the requirement of the mining operations.

#### **4. Measurement and Payment**

4.1 Payment shall be made **based on actual quantity of work executed.**

4.2 Work shall be measured in the **specified unit of measurement (UOM).**

4.3 Payment shall be released against **certified RA bills submitted by the contractor .**

4.4 No payment shall be made for idle manpower or standby time due to non-availability of work.

#### **5. Contract Duration**

The duration of the contract shall be **02 (two) years** from the date of commencement.

#### **6. Defect Liability Period (DLP)**

A defect liability period of **03 (three) months**, shall be applicable for the work executed under this contract, from the date of certification of each individual work.

During this period, the contractor shall be responsible for rectification of defects arising due to **Poor workmanship, Improper handling & Faulty execution** at no extra cost to the company.

However, defects arising due to, blasting operations, Mechanical damage by third party, Subsequent shifting/handling of cables & Normal operational wear and tear shall **not be attributable to the contractor .**

#### **7. Schedule of Completion**

The contract shall remain valid for a period of **02 (two) years** from the date of commencement.

The work under this contract is **requirement-based and shall be executed on call basis** depending on, Blasting schedule, Mine development activities & Mining Operational requirements

The contractor shall mobilize manpower and complete the assigned work **within the time frame specified by the Engineer-in-Charge** to ensure minimum downtime of communication systems. The contractor shall ensure prompt execution of work so as to maintain uninterrupted or as minimum as possible interrupted, underground communication .

#### **8. Interface with AMC Vendor (SWTPL)**

The contractor shall carry out work in coordination with leaky Feeder based UG mine communication existing **AMC vendor (M/s SWTPL).**

#### **9. Tools & Tackles**

The contractor shall arrange all required tools, tackles, testing instruments and consumables at his own cost. No additional payment shall be made on this account.

#### **10. Manpower Deployment**

The contractor shall deploy adequate skilled manpower and supervisors in all three shifts (A/B/C) to meet operational requirements.

Work shall be carried out strictly under supervision and in compliance with mine safety regulations.

#### **8. PERFORMANCE SECURITY (SECURITY DEPOSIT)**

8.1 The successful Tenderer shall deposit an amount equivalent to 10% of the total Contract/ Work Order value including GST.

8.2 Out of this, the initial Security Deposit will amount to 5% of the total Contract/ Work Order value including GST. The Initial Security Deposit is to be deposited by the successful Tenderer within 30 (Thirty) days from the date issue of Letter of Intent/Work Order, whichever is earlier, in the form of Insurance Security Bond/ /NEFT/RTGS/Fixed Deposit Receipt/Bank Guarantee (on HCL's format) from a Scheduled Commercial Bank except Co-operative and Gramin Bank for Goods/Services/Works/EPC Contracts. In case of Bank Guarantee, it has to be as per HCL's prescribed format.

8.3 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. However, after every six months, 50% of the accumulated retention money can be refunded to the contractor against submission of equivalent amount of Bank Guarantee (BG) from scheduled commercial bank.

8.4 HCL is at liberty, after having given fourteen (14) days written notice to the contractor, to realize and/or for unsatisfactory performance of the contract or any clauses thereof.

8.5 The above security amount shall remain fixed during the entire period of the contract irrespective of any decrease/increase in the value of contract due to any reason like increase/decrease in labour wages, price indices, change order, etc., during the execution of the contract.

8.6 In case the Security Deposit is furnished by way of Bank Guarantee, it must be initially valid for the entire contract period plus Defect Liability Period (DLP) plus 60 days beyond the date of completion of all contractual obligations of the Contractor/contractor, including warranty obligations.

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

8.8 Only after submission of SD, the EMD of Successful Bidder will be refunded.

8.9 Payment of Contractor will be withheld until receipt of Performance Security/ Security Deposit.

8.10 The bank A/C details for RTGS/NEFT payment are as under:

**IFSC Code: SBIN0004510**

**A/C Type: Current Account**

**A/C No.: 11290757078**

**A/C Name: Hindustan Copper Limited**

8.11 The method of submission of Bank Guarantee is as below:

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

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

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

State Bank of India as Advising Bank of HCL

Name and Details of Beneficiary		Name	Hindustan Copper Limited
	II	Address	Tamra Bhawan 1, Ashutosh Chowdhury Avenue, Kolkata 700019
	III	Area	Kolkata 700019
	IV	Name of Bank	State Bank of India
	V	Bank A/C No.	10373629348
Beneficiary's		Name of Bank	State Bank of India
Advising Bank, Branch and Address for BG Confirmation through SFMS	II	Name of the Branch of the Bank	CAG Branch Kolkata
	III	MICR Code	700002199
	IV	IFSC Code	SBIN0009998
	V	Address of the Branch of the bank	34, J L Nehru Road, Reliance House, Kolkata 700071

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

The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, CAG Branch Kolkata (IFSC- SBIN0009998), to aid in the process of confirmation of Bank Guarantee.

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

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

The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

The provision of Security deposit Clause shall not apply to the following:

- Public Sector Undertakings
- Government departments/Government Institutions

#### **FOREFEITURE OF SECURITY DEPOSIT**

· The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law. Any dues of the Company against the 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.

· In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.

· On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute, No Demand Certificate in the form as may be prescribed by the Company.

· In case of quantity enhancement/ repeat order as per Option Clause, time extension of SD provided for the original order shall be extended suitably by the Contractor to cover the extended period. In case the security deposited is not extended by the Contractor at least one (01) month before its expiry then the same may be forfeited and encashed. The above claim period of at least one (01) month should be specifically mentioned in the BG.

· The Security deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. Security deposit to be refunded to the contractor without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

· For service/works/EPC contracts having validity of more than two years, alternately, the security deposit for the entire amount may be initially submitted for eighteen (18) months and thereafter may be suitably extended on yearly basis until the end of the contract plus 60 days. In case the security deposited is not extended by the successful bidder at least one (01) month before its expiry of the same then the same may be forfeited and encashed. The above claim period of at least one (01) month should be specifically mentioned in the BG.

#### **Inclusion of following Formats:**

- a) PROFORMA OF BANK GUARANTEE FOR EMD
- b) PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
- c) MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET (For RTGS Facility)

- Bidder's pre-qualification criteria should have Inclusion of Work Order Value (including GST).
- Turnover certificate/Balance Sheet/Profit or loss Account should be duly certified by Chartered Accountant only with UDIN no. is to be uploaded in Techno-Commercial Offer. No other form of turnover certification is acceptable.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---