

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-02-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
कुल मात्रा/Total Quantity	31000
वस्तु श्रेणी /Item Category	Sodium Isopropyl Xanthate (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise consignee wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	89600
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	87000
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	71400

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

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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 :

Hindustan Copper Ltd.
 Tamra Bhavan,1,Ashutosh Chowdhury Avenue,Kolkata-700019
 (Hindustan Copper Ltd.)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	Refer Clause No. 11 titled "Splitting up of Quantity" mentioned in "Buyer Added Bid Specific ATC" section of Bid Document.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
-----------------------------------------------------------------------------------------------------------------------------------------------------	----

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price Bid Break-up Format - [1769754209.xlsx](#)

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Consignee Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	Consignee Address	मात्रा / Quantity
Schedule 1	Sodium Isopropyl Xanthate	Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103 832103	11000
Schedule 2	Sodium Isopropyl Xanthate	Khetri Copper Complex, Khetrinagar, Dist- Jhunjhunu, Rajasthan-333504 333504	11000
Schedule 3	Sodium Isopropyl Xanthate	Malanjkhanda Copper Project, Dist- Balaghat, Madhya Pradesh- 481116 481116	9000

Sodium Isopropyl Xanthate (31000 kilogram)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Description	Chemical Formula	C ₃ H ₇ OCS ₂ Na
	CAS Number	140-93-2
Technical Requirement	Xanthate Content, min	80%
Packaging & Marking	Net Content in pack	50 kg

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Manjeet Singh	832103,Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103	11000	365

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
2	Premasis Chakraborty	333504,Khetri Copper Complex, Khetrinagar, Dist-Jhunjhunu, Rajasthan-333504	11000	365
3	Naresh Kumar	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	9000	365

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sodium Isopropyl Xanthate of following Specifications:

A	Chemical Formula	C3 H7 OCS 2 Na
B	Molecular Weight	158.2

C	Appearance	Dry Powder in form of small flakes with White to Greyish Yellow Colour
D	Xanthate Content	80% (Min.) Tested Idometrically
E	Bulk Density	0.6 to 0.8 gm/cc
F	Impurities in terms of Xanthate	6 - 8% Maximum
G	pH (5% Solution)	8.5 to 11.5 Max.
H	Solubility in water and alcohol	87% Min. at 20 Degree C.
I	Xanthate should not decompose below 120 Degree C.	

Material should be supplied in leak-proof, airtight polythene bags.

Terms & Conditions

1. **Quantity:**

- i) ICC - 11,000 Kgs
- ii) KCC - 11,000 Kgs
- iii) MCP - 9,000 Kgs

2. **Delivery:**

As per Unit's requirement on FOR delivery to the destination Unit basis.

-

Note: Supplier may please note that the above mentioned quantity is inter unit transferrable as per HCL's requirement (if any) on the same terms and conditions during the pendency of the Contract. In such case, supplier will have to arrange supply of required quantity to any mentioned unit on diversion basis on the awarded rate, terms and conditions of the respective Consignee Location.

3. **Pre-Qualification Criteria of the Tenderer:**

A) The bidder should be manufacturer/Authorised dealer of Sodium Isopropyl Xanthate. In case offer

is submitted by authorized dealer, then valid authorization certificate issued by their manufacturer should be uploaded with the offer. In case of Importer, 1 copy of Bill of Lading/Air-way Bill and 1 copy of Bill of Entry during the last Seven (7) years ending last date of month prior to month of floating of this Tender/Bid Document should be uploaded with the offer.

B) The average annual audited financial turnover during the last 3 years, ending 31st March 2025, should be at least Rs. 37.18 Lakhs. The bidder should upload documentary evidence for the same along with the offer in the form of a certificate issued by a practicing Chartered Accountant or certified audited Profit & Loss A/c (mentioning UDIN) and Balance Sheet.

C) The bidder should have the capacity to supply / should have supplied minimum 9.3 MT Sodium Iso Propyl Xanthate during any year (12 months period) during last 7 years ending last date of month prior to month of floating of this Tender/Bid Document. Upload documentary evidence in the form of Invoice copies containing GST Number / PAN Number / CIN Number of Buyer alongwith Delivery Challan/Proof of Delivery/ Completion Certificate.

NOTE:

- The bidders are requested to upload the Bid Acceptance Letter (strictly as per format attached at Annexure-III) as a token of acceptance of all the terms and conditions of the Bid Document along with other documentary evidences.**
- Where counter terms and conditions have been offered by the supplier, the Buyer shall not be governed by them unless specific acceptance has been given in writing in the Contract by the buyer.
- Bidders who have applied for "Make in India (MII) Purchase preference" need to submit the duly filled in details strictly as per the format at Annexure-IV and affidavit as per the format at Annexure-II.**
- HCL reserves the right to reject any or all participations/offers and award the Contract in part or in full without assigning any reasons thereof. HCL may also extend the due date of Bid or cancel the Bid.
- Price Bid: Price Bid (Part-II bid) is to be submitted strictly online in GeM portal only. Price submission by the bidders in any other form (other than in Financial bid Section in GeM portal) shall be summarily rejected and shall not be considered for further evaluation.**

Bidder should mandatorily quote for all the Schedules (Consignee Locations) as mentioned in GeM Bid as Schedule-1, Schedule-2 & Schedule-3, failing which their offer shall be summarily rejected without any correspondence in this regard.

6. CLARIFICATION OF BIDS/SHORTFALL DOCUMENTS

A. During the evaluation and comparison of bids, the bidder may be asked for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post/ courier/ email/e-Procurement portal, asking the bidder to respond by a specified date, mentioning therein that if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such bids are to be ignored or considered further. No change in prices or substance of the bid, shall be sought, offered or permitted.

B. The Company reserves its right to seek any shortfall information/ documents only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone change since then. It is clarified that any historical/pre-existed documents as on or before the last date of bid submission can be treated as shortfall documents for meeting the pre-qualification criteria and other Terms & Conditions of the NIT. Historical documents are those pre-existed documents available with the bidder as on the last date of bid submission, irrespective of the doc

uments uploaded/submitted by the bidder in the bid submitted.

7. **The Terms and Conditions only mentioned in section titled “Buyer Added Bid Specific ATC” of the Bid Document shall supersede the General Terms and Conditions (GTC) on GeM.**
8. **All changes in the Bid Document including the extension of Bid submission/opening etc., if any, would be posted on the website of the company website "www.hindustancopper.com" and on GeM Portal .The prospective bidders should keep in touch with the GeM Portal for updates before submitting their Bids.**
9. MSME Units also have to fulfill Pre-Qualification Criteria (PQC) stipulated in Bid Document.
10. Bidders who have applied for "Make in India (MII) Purchase preference" need to submit the duly filled in details strictly as per the format at Annexure-II.

Other Terms & Conditions

EARNEST MONEY DEPOSIT (EMD):

Interest free EMD of Rs. 89,600/- (Rupees Eighty Nine Thousand Six Hundred only) for Schedule 1 (ICC), Rs. 87,000/- (Rupees Eighty Seven Thousand only) for Schedule 2 (KCC) and Rs. 71,400/- (Rupees Seventy One Thousand Four Hundred only) for Schedule 3(MCP) i.e. a total of Rs.2,48,000/- (Rupees Two Lakh Forty Eight Thousand only) has to be deposited in the form of RTGS/NEFT/BG. No other form for EMD submission will be acceptable. Please upload payment transfer details (scan copy of RTGS/NEFT payment transfer) in the bid documents on GeM portal. The bidders may also submit EMD in the form of SFMS Bank Guarantee (BG) in addition to the physical Bank Guarantee from any scheduled commercial bank except Cooperative and Gramin Banks as per format attached at Annexure-VI. The EMD shall normally remain valid for a period of 45 (Forty-Five) days beyond the final bid validity period.

SFMS BG is to be advised to SBI CCG Branch, Kolkata as detailed herein below.

The bank A/C details for RTGS/NEFT/SFMS BG payment is as under:

BANK NAME: STATE BANK OF INDIA

BRANCH NAME: CAG BRANCH KOLKATA

BRANCH CODE: 09998

BANK ADDRESS: SRIBRIDDDHI BHAVAN, 2ND FLOOR, 34, JAWAHARLAL

NEHRU ROAD KOLKATA, WEST BENGAL - 700071

ACCOUNT NO.: 10373629348

IFSC CODE: SBIN0009998

ACCOUNT TYPE: CASH CREDIT ACCOUNT

Bids without EMD will not be considered.

Exemption from submission of EMD shall be may be granted as per GeM Guidelines as applicable from time to time.

Return of EMD shall be dealt as per HCL's procurement policy.

In case of non-receipt of EMD amount 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.

No documents pertaining to EMD exemption shall be accepted after due date of bid opening.

Non-submission of valid EMD exemption document before due date of bid opening shall lead to rejection of offer.

2. **TERMS OF PAYMENT:**

As per General Terms & Conditions (GTC) of GeM.

3. **RATE:**

The rate is to be offered ON-LINE on Rs. Per Kg of Sodium Isopropyl Xanthate as per Price Break Up Format/Template uploaded in GeM portal. This rate shall be firm and fixed during the currency of the Contract.

4. **QUALITY:**

The minimum Xanthate content should be 80% but Hindustan Copper Limited is at its discretion to accept further deviation below the minimum Xanthate content of 80% by imposing a penalty of 2% of the quoted rate for every unit percentage fall upto 75%, below which the consignment shall be rejected.

It may be noted that for the purpose of calculation of penalty, decimal upto 0.50 and below shall be rounded to the previous lower whole number and above 0.50 shall be rounded to next higher whole number. For example, 84.5% will be considered as 84%. This is applicable for acceptance of material also.

5. **TESTING:**

The party has to produce Test Certificate along with the material supplied. Manufacturer test certificate or Pre-Dispatch inspection will be final. However, HCL representative will be present at the time of testing and dispatch, if required.

The material will be weighed at Weighbridge of HCL- ICC/KCC/MCP and the weight recorded shall be final and binding. Rejected goods are to be lifted by the supplier within a month from the date of rejection, beyond which HCL-ICC/KCC/MCP will not be liable to return the material.

6. **SECURITY DEPOSIT (SD):**

The successful tenderer(s) shall on receipt of LOI/Contract, deposit a sum equivalent to 5%(Five percent) of the Contract value(including GST) towards the Security Deposit at HCL/MCP positively within 30 days from the receipt of LOI/Contract in the form of a RTGS/NEFT or a SFMS Bank Guarantee (on HCL's Format at Annexure-VII) in addition to the physical Bank Guarantee, issued by any scheduled commercial bank (excepting Co-operative and Gramin Bank), drawn in favour of Hindustan Copper Limited and payable at Kolkata. In case of Bank Guarantee, it has to be as per HCL's prescribed format (Annexure-V), and has to be kept valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor. The Security Deposit shall be forfeited in case of the successful bidder fails to honour the contractual obligations. The Security Deposit shall not carry any interest.

Only after submission of SD, the EMD will be refunded. Payment of supplier will be withheld till the receipt of Security Deposit.

1) 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.

2) The Company 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.

3) 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.

4) 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.

5) The provision of Security Deposit Clause shall not apply to the following:

- Public Sector Undertakings
- Government departments/Government Institutions
- OEMs

Proof of above must be submitted by bidder along with offer, failing which, exemption on submission of Security Deposit shall not be applicable.

7. **RISK PURCHASE:**

The supply of Sodium Isopropyl Xanthate should be made as per the laid out specification and within stipulated delivery period failing which the Purchaser reserves the right to purchase materials from other sources at supplier's risk and cost in addition to the Liquidated Damage stipulated in GeM GTC.

8. **FALL CLAUSE:**

Bidders are to confirm that the rate quoted/charged are identical for the same type of Xanthate and is applicable to all other customers in India which are applicable either at the time of submission of offer or during the currency of the Contract.

9. **PARALLEL/ALTERNATIVE CONTRACT:**

HCL reserves the right to enter into parallel or alternative contract with any other parties for supply of S.I. Xanthate at any time during the currency of the Contract.

10. **CANCELLATION/TERMINATION:**

-

Hindustan Copper Limited reserves the right to cancel/terminate in full or part of the ordered quantity during the currency of the Contract without assigning any reasons.

11. **SPLITTING UP OF QUANTITY:**

HCL shall award Contract on maximum two suppliers subject to the technically qualified bidders (whose Price Bid have been opened) agreeing to match the rate with L1. In case of order distribution on more than one source, the quantity distribution will be in the ratio of 70:30. Accordingly, for awarding the order to the 2nd agency for 30% quantity, counter offer/Request Seller for Price match shall be given to all the technically qualified bidders in one go (whose Price Bid have been opened) to match with L-1 rate.

If more than one Bidder matches with L-1 rate, selection of 2nd agency for award of 30% Contract quantity shall be the Bidder with next Financial Ranking (after L-1) who has matched the L-1 Price. If none of the bidders agree to match with L-1 rate, HCL shall award the full quantity to the L-1 bidder.

The Price match does not guarantee the award of the Contract for the mentioned quantity. Award of Contract to Sellers who match the L-1 price shall be based on the buyer's purchase preference requirements and considerations.

Distribution of quantity on MSEs and MII Purchase Preference shall be as per Govt. Guidelines.

12. **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, strikes, lock-outs or acts of God (here-in-after referred as to 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 has been so resumed or not shall be final and conclusive. Provided further that if 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 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 in of the contract and the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

13. **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 the Performance Security, if subsisting.

b) If 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 the Contractor 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 Performance Security, if subsisting.

14. **FORECLOSURE OF CONTRACT FULL OR IN PART**

-

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the Works and hence not require the whole or any part of the Work to be carried out, the Person 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 the Contract and in addition, a reasonable amount as certified by the Person 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.

15. **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 twenty one (21) 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.

16. **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.

17. **ARBITRATION**

-

Any dispute(s) of difference(s) not more than one crore of any kind whatsoever arising between t

he 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 CO, Kolkata. 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 Kolkata.
- 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.

18. Disputes which are not covered under Clause 16 (AMRCD) & 17 (Arbitration) above shall be referred to the Commercial Courts as per The Commercial Courts Act, 2015.

19. **APPLICABLE LAWS:**

The Indian Acts will be applicable in all matters.

20. **STATUTORY REGULATIONS:**

The supply, despatch and delivery of Xanthate shall be arranged by the supplier in strict conformity with the all applicable statutory regulations. HCL disowns any responsibility on account of violation of statutory provisions, any irregularities or contraventions of any of the statutory regulations in manufacture and the supply of the said material covered by the Contract.

21. **INDEMNIFY:**

The supplier shall indemnify to Company any loss with regard to its property while executing the work order.

22. **CENTRAL & STATE GOVT. RULES & REGULATIONS:**

22.1 The successful bidder shall have observed all the State & Central Govt. Rules, Regulations & Acts wherever applicable.

22.2 The work during its progress can also be inspected by the Chief Technical Examiner/ Technical Examiner of Central Vigilance Commission or by an officer of Vigilance Cell of HCL independently a/b initio/on behalf of the Engineer-in-Charge.

Thanking you,
Yours faithfully,

(Vanendu Bhandari)
Dy. General Manager (Met.)/ (Materials & Contracts)

Encl:

1. **Annexure - I (Checklist of the Documents to be submitted by bidders in Technical Bid Only)**
2. Annexure - II (Format for affidavit to be submitted by bidders)
3. Annexure - III (Bid Acceptance Letter to be submitted by bidders)
4. Annexure - IV (Format of Certificate for Local Content to be submitted by bidders)
5. Annexure - V (Bank Mandate Form)
6. Annexure - VI (Proforma of BG for EMD)
7. Annexure - VII (Proforma of BG for SD)

ANNEXURE-I

**CHECKLIST
(To be submitted on Company Letter Head)**

Bid No.: [GEM/2026/B/7169002](#) dated 04-02-2026

Name of Tender /Bid: - "Procurement of Sodium Isopropyl Xanthate for Indian Copper Complex (ICC), Khetri Copper Complex (KCC) and Malanjhand Copper Project (MCP)"

Sl. No.	Document/enclosure f or submission	Document Submitted	Page Nos.	Total No. of Pages
		(Yes/No/No t Applicabl e)	(__ to __)	
1	EMD Submission Docume nt			
2	PQC Documents			
3	Affidavit			
4	Bid Acceptance Letter			
5	Certificate for Local Cont ent			

SI. No	Declaration regarding submission of Price Bid in GeM portal https://gem.gov.in only	Submitted (Yes/No/Not Applicable)
1	Price Bid has been submitted in e-tendering portal only and no Price is mentioned in hard copy document /Techno Commercial Bid submitted.	

Date:

Place:

(Signature of the Authorized Signatory)
(Name and designation)

**ANNEXURE-II
FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)***

I (Name and designation)** appointed as the attorney/authorised signatory of the bidder including its constituents, M/s. hereinafter called the bidder for the purpose of the Bid for the work of as per the bid No. ... of Hindustan Copper Limited (HCL) do here solemnly affirm and state on behalf of the bidder including its constituents as under:

1. That the bidder and/or its constituents has not been Blacklisted/banned for business dealings for all Government Departments, PSU or HCL for the scope of work being tendered, at any time and or no such blacklisting is in force as on the deadline for submission of bids.

2. That the Bidder is neither Bankrupt/insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.

3. We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

Or

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last three financial years ignoring the latest concluded financial year

4. We certify that services offered by us meet the minimum local content requirement in terms of revised Public Procurement Preference to Make in India Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry as specified in the bidding document. We understand that in case of any false certification in this regard shall be a breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules (GFR) for which we or our successors can be debarred for up to two years as rule 151 (iii) of GFR along with such other actions as made permissible under law.

Or

We certify that services offered by us do not meet the minimum local content requirement as specified in the bidding document.

5. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

7. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the HCL of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of HCL at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business Dealings as per policy of HCL.

8. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we [insert name of the bidder] and we understand that we shall be liable for banning of business dealings as per policy of HCL.

9. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance S

Security and Banning of Business dealings of the Bidder as per policy of HCL.. Seal & Signature of the Bidder
Verification: Verified on day of at
..... that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

Seal & Signature of the Bidder

Verification: Verified on day of at
.. that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

Seal & Signature of the Bidder

ANNEXURE-III

BID ACCEPTANCE LETTER (To be Submitted on Company Letter Head)

Date:

To,
DGM (M&C)
Hindustan Copper Limited,
Tamra Bhavan,
1, Ashutosh Chowdhury Avenue,
Kolkata-700019

Sub: Acceptance of Bid documents.

Bid No.: GEM/2026/B/7169002 dated 04-02-2026

Name of Tender /Bid: -"Procurement of Sodium Isopropyl Xanthate for Indian Copper Complex (ICC), Khetri Copper Complex (KCC) and Malanjkhand Copper Project (MCP)"

Dear Sir,

1. I/ We have downloaded / obtained the Bid document(s) for the above mentioned 'Tender /Bid' from the web site(s) namely HCL/GeM as per your advertisement, given in the mentioned website(s).
2. I / We hereby certify that I / we have read the entire Bid documents (including all documents like Specification Document, Price Bid Break-up Format etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein. I accept entire Bid document.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

ANNEXURE-IV

SELF CERTIFICATE FOR LOCAL CONTENT (To be submitted on Company Letter Head)

Bid No.: GEM/2026/B/7169002 dated 04-02-2026

Name of Tender /Bid: - "Procurement of Sodium Isopropyl Xanthate for Indian Copper Complex (ICC), Khetri Copper Complex (KCC) and Malanjkhand Copper Project (MCP)"

To,
DGM (M&C)
Hindustan Copper Limited,
Tamra Bhavan,
1, Ashutosh Chowdhury Avenue,
Kolkata-700019

Sir,
This is to certify that we _____ (Bidder's Name) fall in the category of Class ___ (I/II) Local Contractor and the Goods/Services/Works offered by us against this Tender /Bid has the local content equal to or more than _____ (%). The detail s of Location(s) at which the Local value addition is made are as under:

.....
.....
.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred f or up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions a s may be permissible under law.

Name of Authorized Signatory of Bidder:

Date: _____

Sign with Seal: _____

ANNEXURE-V

Duplicate

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET (RTGS & NEFT)

To
Hindustan Copper Limited,
.....
.....

Dear Sir,

Sub: Authorization for release of payment due from HCL, -----through lectronic fund transfer by Internet Mode.

Refer Order No.....dt.....and/or Tender/Enquiry/Letter No..... dt.....
(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :
2. Address of the Party :

.....
City:.....Pin Code.....
E-mail Id:.....

Permanent Account Number:.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account Type	Savings	Current	Cash Credit

Account Number(as appearing in the Cheque Book)																				
RTGS / IFSC Code																				

Please attach Xerox Copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet.

Place:

Date:

Signature of the Party/Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

**N.B.: RTGS/NEFT charges if any, is to be borne by the party.
PLEASE ENCLOSE A COPY OF A CHEQUE OF THE ABOVE BANK AIC NO.**

**Annexure-VI
PROFORMA OF BANK GUARANTEE FOR EMD
(On non-judicial paper of appropriate value)**

To

M/s. Hindustan Copper Limited
'Tamra Bhavan'
1, Ashutosh Chowdhury Avenue,
Kolkata - 700 019.

Dear Sir,

M/s.----- upon being issued the tender document for ----- under Tender No.----- approached us with the request to furnish Hindustan Copper Limited at----- a Bank Guarantee for Rs.----- only (Rupees----- only) towards Earnest Money 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, postpone or 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.-----and to enforce or to for bear from endorsing any power or rights or by reason of time being given to the said M/s.-----which under law relating to sureties would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs.-----only (Rupees-----from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or 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 upto----- and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and 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 the undersigned has full power to do under the power of attorney dated ----- granted to him by the Bank.

Yours faithfully,

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

ANNEXURE-VII

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(On non-judicial stamp paper of appropriate value)

To

M/s. Hindustan Copper Limited

.....
.....
.....

Dear Sir,

M/s.----- upon being awarded the work of ----- for Hindustan Copper Limited at----- under Bid/LOI/Work Order No.----- approached us with the request to furnish Hindustan Copper Limited at----- a Bank Guarantee for Rs.----- (Rupees-----only) towards security deposit. At their request and in consideration of the promises, we -----

-----have agreed to give guarantee as hereinafter mentioned

oned.

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, 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. _____ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. _____ which under law relating to sureties would but for the provision have the effect of releasing us.

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 dispute or 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. _____ (Rupees _____ only). Our guarantee shall be valid up to _____ and we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and 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 the undersigned has full power to do under the power of attorney dated _____ granted to him by the Bank.

7. We, _____ (indicate the name of the Bank), confirm that this Guarantee will be operative for all purposes at our own _____ (name of branch) Branch in Kolkata.

Yours faithfully,

----- Bank

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

अस्वीकरण/Disclaimer

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

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

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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

---धन्यवाद/Thank You---