

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	12-02-2026 11:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	12-02-2026 11:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Mines
<b>विभाग का नाम/Department Name</b>	Hindustan Copper Limited
<b>संगठन का नाम/Organisation Name</b>	Hindustan Copper Limited
<b>कार्यालय का नाम/Office Name</b>	Kolkata Corporate Office
<b>वस्तु श्रेणी /Item Category</b>	Facility Management Services - LumpSum Based - Commercial; Facelifting of Benasole Cultural Bhawan; Consumables to be provided by service provider (inclusive in contract cost)
<b>अनुबंध अवधि /Contract Period</b>	3 Month(s)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3

बिड विवरण/Bid Details	
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/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	121850
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

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

#### एमआईआई अनुपालन/MII Compliance

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

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

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

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.

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

Price BOQ - [1769066202.xlsx](#)

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

**Details of the premise:**[1769066260.pdf](#)

**Scope of work:**[1769066276.pdf](#)

**Facility Management Services - LumpSum Based - Commercial; Facelifting Of Benasole Cultural Bhawan; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premises	Commercial
Type of services required	Facelifting of Benasole Cultural Bhawan
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	As Per ATC
<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 विशिष्ट दस्तावेज /Additional Specification Documents

### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	NEHA GEDAM	832103, Post- Moubhandar, Sub-division - Ghatsila, Dist- East-Singhbhum, Jharkhand- 832103	1	N/A

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

#### 1. Generic

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

#### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 3. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 4. Payment

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

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### Sub: Facelifting of Benasole Cultural Bhawan

Dear Sirs,

ON LINE e-tenders in two bid system (Part I -Technical Bid & Part II Price Bid) are invited through GeM Portal from experienced Contractors of Govt./ PSUs/ Listed company for above work Indian Copper Complex, Ghatsila, Dist. East Singhbhum, Jharkhand.

Sl. No.	Item Code	Description of Work	Unit	Quantity
1	900400105	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	CUBIC METRE	3
2	902400205	Supplying and laying M-50 grade CC Paver blocks over 50 mm sand cushion all complete as per direction of engineer in charge.	SQUARE METRE	120
3	902430187	SUPPLY AND FIXING OF S.S. RAILING ETC.	RUNNING METRE	27
4	902430192	SUPPLYING, FILLING, SPREADING & LEVELING COARSE SAND OF SIZE RANGE 1.5 MM TO 2 MM	CUBIC METRE	2

**Note:** L-1 will be decided on overall L-1 basis.

**Note to Bidder:**

- i) Bidders must submit their rate for the above line items according to enclosed price submission pdf and price submission excel and to upload in financial bid. Total price should match while submission in GeM as well as submission in pdf file and excel file.
- ii) Bidder has to quote their price inclusive of GST as per enclosed price BOQ with grand total including GST value.
- iii) Price submission by the bidders either in hard copies or in the techno-commercial part-1 bid or in their letter head shall be summarily rejected.

**Annexure-I**  
**(SOW)**

**SCOPE OF WORK:**

Sl. No.	Item Code	Description of Work
1	900400105	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).
2	902400205	Supplying and laying M-50 grade CC Paver blocks over 50 mm sand cushion all complete as per direction of engineer in charge.
3	902430187	SUPPLY AND FIXING OF S.S. RAILING ETC.

4	90243019 2	SUPPLYING, FILLING, SPREADING & LEVELING COARSE SAND OF SIZE RANGE 1.5 MM TO 2 MM
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**Annexure-II  
(SCC)**

**SPECIAL COMMERCIAL CONDITIONS:**

- 1) The documents like proof of ESI Registration, PF Registration, GST Registration, and PAN are to be provided by the bidder alongwith their Techno-Commercial bid.
- 2) **PERIOD OF CONTRACT:** The contract shall be effective for Three (03) months from the date of commencement of work.
- 3) **RATES:**  
Rates quoted should be Firm and Final and no special clause, terms and conditions should be added in this regard. The rates quoted should be fixed for the entire period of the contract. However GST will be paid extra as per rules prevailing at the time of execution of order.  
L-1 bidder shall be on overall L-1 basis as these jobs are inter dependent and inter related.

**4) MANAGEMENT'S RIGHTS:**

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

**5) COMMENCEMENT OF WORK:**

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

**6) PAYMENT:**

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

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

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

The Contractor must submit Bank Mandate for e-payment/RTGS payment in the format provided at [Annexure- IV](#).

The payment to the Contractor as per terms of the contract shall be effected only after complete compliance as per act of Provident Fund (PF), as per act of Employees State Insurance (ESI) and as per act of Goods and Services Tax (GST) by the Contractor against their each Bill.

### **7) GST COMPLIANCE:**

"GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be entertained by HCL. The GST shall be deposited with the Government by the contractor/supplier in accordance with the statutory provisions of the GST Law. Further, the contractor/supplier agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

a) The details of outward supplies made by the contractor/supplier to HCL will be uploaded in Form GST R-1 by 11th of the month following the month/quarter for which the return is to be filed.

b) Once contractor/supplier has uploaded the details of outward supplies in Form GSTR- 1, contractor/supplier agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.

c) Wherever contractor/supplier is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor/supplier will comply with such e-invoicing requirements.

d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by contractor/supplier, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR- 3B, non-payment of GST charged and recovered, contractor/supplier shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance

e) Notwithstanding any other clause of the tender document the payment to the contractor/supplier shall be made only upon invoices being reflected in FOMR GSTR-2A/2B of the relevant month."

### **8) LOSS OR DAMAGE TO PROPERTY:**

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

### **9) CONTRACT SUB- LETTING:**

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

### **10) HCL'S DISCRETION:**

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

### **11) RISK & COST:**

a) In case the Contractor fails to execute the work as per the terms & conditions of the awarded work or der after start of work, the Company reserves the right to award the contract for balance work at the Risk & Cost of the Contractor.

b) In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system. They will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.

c) In case the Contractor fails to start the work after award of Work Order within the time frame stipulated in the Work Order, suitable penal actions will be taken against Contractor as decided by the Company , including debarment, etc.

### **12) DEDUCTION OF P.F.& ESI:**

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

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

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

B. Contractor must ensure that the employer's contribution (12% EPS and EPF both) has been made/ paid by the Contractor himself and the Contractor has not availed the benefits under PMRPY Scheme, so that there is no double payment to the Contractor.

### **13) P.F. & ESI REGISTRATION:**

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

### **14) DEDUCTION OF INCOME TAX:**

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

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

### **18) CENTRAL & STATE GOVT. ACTS:**

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

### **16) STATUTORY OBLIGATIONS:**

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

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

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

the relevant rules/laws of the Central/State Governments. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and HCL will have no responsibility, whatsoever.

#### **17) SECURITY REGULATIONS:**

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

#### **18) WAGES TO THE LABOURER**

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

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

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

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

#### **19) SAFETY OF THE LABOUR:**

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

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

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

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

#### **20) ABSOLUTE INTEGRITY OF THE CONTRACT:**

The Contractor and his persons shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of HCL/ICC including theft of Company's property by the Contractor

tor or any of his persons, the contract shall be terminated / suspended without any notice and the balance work shall be executed through alternate sources at the risk and cost of the Contractor. In the event of suspension / termination of the work the Contractor shall not raise any claim for the period of suspension / termination, nor shall the Company (HCL/ICC) be liable to pay for it.

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

**22) ESI COMPLIANCE:**

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

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

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

**23) GST, AS APPLICABLE:**

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

**24)** No persons below 18 years of age shall be allowed to work as per The Factories Act, 1948 and Bihar/Jharkhand Factories Rules, 1950.

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

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

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

**27. RECOVERY OF SUMS DUE:** - Whenever any claim against the contractor for payment of any sum of money arises out of or under the contract, HCL/ICC Ghatsila shall be entitled to recover such sums from any sum when due or which at any time thereafter may become due from the contractor under this or any other contract with HCL and should this sum be not sufficient to cover the recoverable amount, the c

Contractor shall pay to HCL/ICC, Ghatsila on demand the balance remaining due immediately.

**28. MEDICAL:** It is the responsibility of Contractor to undertake necessary care and make arrangement for transportation and the treatment of his employees at ESI Hospital. Medical treatment in emergency cases on written request of Contractor shall be done in HCL Works Hospital on chargeable basis.

**29) ENGINEER -IN-CHARGE/OFFICER-IN-CHARGE:**

**Name of E-I-C, Mr. Anil Kumar Gupta, AGM (Civil), Phone No- 8980736949 Email Id- anil\_kg@hindustancopper.com** at ICC will act as the Engineer-in-charge(E-in-C) /Officer-in-charge (O-in-C) of the Contract. The Contractor shall meet the E-in-C/O-in-C periodically and keep in communication with him for smooth and effective functioning of the work. The Contractor shall directly report to E-in-C/O-in-C of the contract, in case of any difficulty and follow his orders and directions.

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

**31) Option clause** shall be applied in exceptional circumstances, where there is no downward trend of price & the performance of party is satisfactory.

**32) VERIFICATION OF CHARACTER AND ANTECEDENTS:**

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

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

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

**35) MSME:**

- 1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012]
- 2) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.

**36) POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**

Those MSEs which are registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC)/ Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium enterprises are eligible for availing benefits under the Public Procurement Policy.

In tender, participating MSEs quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately.

Policy is meant for procurement of only goods produced and services rendered by MSEs.

Out of 25% target of annual procurement from MSEs, a sub target of 4% (Four per cent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs. However, in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1

Price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from other MSEs. MSEs participating against the tender should submit necessary documentary evidence for availing the facility of the policy. The MSEs owned by SC/ST has to submit caste certificate issued by competent authority along with the offer.

MSEs would be treated as owned by SC/ST entrepreneurs:

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

### **37) CONDITIONS FOR START-UP COMPANIES & STARTUP CERTIFICATION FROM DIPP: -**

Subject to meeting of Quality and Technical specifications, HCL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

**38) PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017** is applicable for the tender and takes into account Government of India notification No. P-45021/2/2017-PP (BE-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) for procurement of any goods or services from any category of bidders, or provide preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

All the provisions of the latest revision of the Order P-45021/2/2017-PP (BE-II) dated 16.09.2020 is applicable for this procurement case.

Class-I and Class-II local supplier of enquired items are eligible to participate in the bid as defined in Public procurement (Preference to make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. However, the new bidders, if qualified, shall be put to trials as detailed in the tender documents. Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents.

Class-I and Class -II Local suppliers as defined in PPP-MII order 2017 and revision thereof are eligible to participate in the bid. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present. Accordingly, all the bidders are required to submit required Certificate indicating that the bidder is Class-I or Class -II local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. The certificate is to be issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**Allocation of tendered qty.:** - The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.

### **39) RESTRICTION UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.

Vide office memorandum ref. No.F.12/1/2021-PPD (Pt.), dated 2<sup>nd</sup> March 2021, relaxation is provided for the procurement of spares parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) of their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144 (xi) of GFRs 2017.

All the clauses of Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>

All the bidders are required to submit compliance certificate as asked in the above order No. F.No. 6/18/2019-PPD dated 23.07.2020. The model certificate is given below:

Model certificate for tenders:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.” If the above certificate given by a bidder, whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

#### **40) DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE**

It is compulsory for a bidder to declare whether the proprietor/ partner/ Director of the firm has any relation with any employee working in the Units concerned or Director of HCL and if so, give the details and the relationship.

**41. SHORTFALL DOCUMENTS:** 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 ATC. Historical documents are those pre-existed documents available with the bidder as on the last date of bid submission, irrespective of the documents uploaded/submitted by the bidder in the bid submitted.

**Annexure-IV**

**(GCC)**

#### **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

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

##### **1. ATTENDANCE RECORD OF CONTRACT WORKERS:**

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

##### **2. WAGE RECORD OF CONTRACT WORKERS:**

The Contractor should maintain a Wage Register against each Work Order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of

f Form B as per CL (R&A) Central Rules 1971. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month. The Contractor shall pay wages not later than 7<sup>th</sup> of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

### **3. COMPLIANCE OF PF AND ESI DEDUCTIONS:**

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

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

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

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

### **4. INDEMNITY:**

The Company shall have no liability whatsoever concerning the labour/staff deployed by the successful bidder for the purpose. The successful bidder shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of labour by them during entire run of the contract. In case of theft or losses or pilferage of Company's property, due to negligence or carelessness of the labour, a joint enquiry represented by both ICC and the Contractor will be held and findings thereof shall be submitted to the Unit Head, whose decision shall be final and binding on both the parties.

### **5. SITE CLEARANCE:**

Site clearance on completion of each and every job, work site has to be cleared in all respects to the satisfaction of E-in-C/O-in-C immediately after completion of jobs. Unwanted materials have to be shifted from the site as would be directed by E-in-C/O-in-C.

## **I) CLAUSES PERTAINING TO LEGAL ASPECTS**

### **1. PRICE REDUCTION:**

Compensation of loss on account of late delivery/performance shortfall (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as Price Reduction. HCL is allowed to recover loss from the supplier/contractor.

HCL may recover from the contractor, the Price Reduction a sum equivalent to 0.5 (half) per cent of the prices of any portion of stores and/or service delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (ten) per cent of the value of delayed goods/service or both. The Price Reduction shall not exceed the above amount of 10% stipulated in the original awarded contract value excluding GST. However, for contracts awarded through GeM portal, Price Reduction cannot exceed the above amount of 10% stipulated in the original awarded contract value including GST. Financial loss due to delayed delivery/service or both should be calculated for claim of Price Reduction

### **2. EVENTS OF DEFAULT:**

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the contract or if it, in the opinion of HCL:

- a) Does not execute the contract in conformity with the provisions of the contract, or
- b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- c) Fails to carry on and execute the contract to the satisfaction of HCL, or
- d) Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any of the above mentioned breach of the contract for fourteen (14) days, after notice in writing has been given to the contractor by HCL requiring such breach to be remedied, or

- e) Abandons the work(s), or
- f) During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or
- g) Does not perform as per the agreed programme submitted by the contractor.

### **3. TERMINATION DUE TO EVENTS OF DEFAULT:**

- a) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this contract by issuing Termination Notice, and to appropriate any Security, if subsisting.
- b) In the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however, it fails to remedy / cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this contract and to appropriate the Security, if subsisting.

### **4. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

If at any time after acceptance of the Tender, HCL shall decide to foreclose or reduce the scope of the work(s) and hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give 10 days notice in writing to that effect to the contractor, provided that:

In the event, any such action is taken by HCL, the contractor shall be paid full amount for the up to date quantum of work executed at work site as per billing schedule under the relevant items of work under this contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the work to the full extent because of the foreclosure.

### **5. FORCE MAJEURE EVENTS:**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such

event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract. Provided also that such performance / execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist and the decision of HCL as to whether the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clause, HCL shall have the liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc. that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this Force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

### **6. AMICABLE RESOLUTION:**

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

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

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

## **7. ARBITRATION:**

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and 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 arbitration. A sole Arbitrator will be appointed by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 1996 Act, 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 vacated his office because of resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, 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. The venue of the arbitration shall be Ranchi only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Ghatsila/Jamshedpur.

Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.

“There shall be no Arbitration for disputes involving claims more than Rs.1 crore. Disputes more than Rs. 1 Crore as above shall be adjudicated under the Provision of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time.” The Jurisdiction of the Court shall be Jamshedpur/Jharkhand.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/0002/2023-AMRCD DATED 25<sup>th</sup> July 2024 and the decision of AMRCD on the said dispute will be binding on both the parties.

## **8. JURISDICTION OF COURT:**

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

## **9. LIEN:**

The Company shall have a lien on all amounts that may become due and payable to the Contractor under this or any another contract/transaction of any nature whatsoever between the Company and Con

tractor including the Earnest Money and receipt of any debit or sum that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

## 6. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or

bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**