

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Hindustan Copper Limited
Organisation Name/संगठन का नाम	Hindustan Copper Limited
Office Name/कार्यालय का नाम	Kolkata Corporate Office
Total Quantity/कुल मात्रा	12000
Item Category/मद केटेगरी	Sodium silicate solution, alkaline, type-2 as per IS 381: 1995 with total soluble silica minimum 48% by
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

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.

Sodium Silicate Solution, Alkaline, Type-2 As Per IS 381: 1995 With Total Soluble Silica Minimum 48% By (12000 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Premasis Chakraborty	333504,Khetri Copper Complex, Khetrinagar, Dist-Jhunjhunu, Rajasthan-333504	12000	545

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Ref: PUR/2024/OP/04-RFQ-10898

Scope of supply:

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Sl. No	Mat. Code	Description of material	Unit	QTY
1.	07200004 8	Sodium Silicate Solution, alkaline, type- 2 as per IS: 381:1995 with total soluble silica minimum 48 % by mass	Kilogram	12000

Pre-Qualification Criteria:

- a. The Bidder should be Manufacturer or Authorized dealer or Supplier of chemical item.
- b. Documentary evidence like proof of manufacturing or authorization certificate of dealership or PO/Invoice copy for Supplier along with GST Certificates should be submitted along with the techno commercial bid.

Special Note: No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/document shall be sought only in case of historical documents which pre- existed at the time of the tender opening and which have not undergone change since then.

As the submission of documents is concerned with regard to Qualification Criteria, after submission of tender, only related shortfall documents shall be asked for and considered.

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SPECIAL TERMS & CONDITIONS

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1. **Mode of payments:-** As per GeM Portal Rule or Payment will be released only for the accepted consignments after receipt & acceptance of material within 30 days against submission of suppliers invoice along with other related document. Deduction, if any, to be made will be recovered from the payments due. Payment of bills is liable to be with held or delayed in the event of supplier failing to submit the necessary document including Performance Security if applicable.

The company shall release the payment due to the supplier electronically. The **e-payment** facility is available under INTERNET mode through State Bank of India (SBI) and **RTGS** presently. The RTGS charges are to be borne by the supplier. The supplier shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail e-payment facility.

The payment facility through A TReDS Ltd is also available for MSME's firms. Those are interested to exercise the option; they may confirm the same at the time of bidding stage.

PLEASE MENTION YOUR E-MAIL ADDRESS IN YOUR OFFER WHICH IS ESSENTIAL FOR E-PAYMENT & post tender communication.

Note: Any type of advance or PI payment term (Including through bank Documents & LC) may not be accepted & offer may not be considered.

2. **Period of Contract:-** The contract shall be valid for one and half year from the date of issue of LOI/Work Order whichever is earlier or completion of the ordered quantity as per delivery schedule to be indicated in the LOI/Order. HCL, however, reserves the right to extend the contract period for further six months on the same terms & conditions with the consent of supplier.
3. **Delivery Schedule:** - First lot of material to be supplied within one month from date of issuance of PO/LOI and the rest shall be taken in two equal lots or as per requirement of user department.
4. **Inspection:** Material will be inspected at our site after receipt of material. Inspection at our site shall be final and binding. The supplier will also be required to send their internal test certificate along with each consignment.
5. **Packing:** The material should be securely and properly packed and marked in cans and drums to avoid loss or damage in transit. Any goods shipped short or damaged due to faulty packing shall be replaced by the seller and the cost of such replacement including the cost of delivery to site shall be borne by the seller.
6. Don't forget to attach the required documents scanned copy at the time of bidding on line through GeM portal as under :

Techno Commercial Bid should contain:

- PQC supporting document.
- Signed copy on each page of our tender document or attached Tender Acceptance Letter with your official seal as an acceptance of all NIT terms & conditions.
- Self Certificate of Local Content as per GeM Portal rules.
- GST Certificate, if applicable.
- MSME certificate / NSIC certificate etc. , if applicable.
- Any other document required as per NIT

Scanned copy of all Essential documents as mentioned has to be submitted along with Techno commercial bid Part-1 on line through GeM portal. Non submission shall lead to rejection of offer.

GENERAL TERMS AND CONDITIONS

1. **Validity of offer:-** The offer submitted by the Bidder must be valid for 120 days, may be extended if required.
2. **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. A sub-target of 4% (Four percent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs and 3 % (Three percent) is earmarked for procurement from MSEs owned by Women 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 and 3 % sub- target earmarked for procurement from MSEs owned by Women Entrepreneurs for procurement will be met from other MSEs. MSEs participating against the tender should submit the 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.

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3. **For MSE Bidders :**

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- 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 (Udyam Registration certificate).

The above are the extracts of the various notifications, circulars, guidelines, memorandum etc. circulated by concerned ministries, in the recent past.

Declaration of URC number by MSE bidders on Online portal is mandatory, failing which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

(Provide the copy of URC no along with the offer)

4. **Registration of Udyam Registration Certificate (URC) Number:** Bidders, who have their URC number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their URC Number on CPP/GeM Portal.

MSME bidders, who have registered their URC number with CPP/GeM, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME.

MSEs owned by Women, Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by Women / SC / ST.

5. You shall have observed all the State & Central Govt. Rules, Regulations & Acts wherever applicable.
6. 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 Commission or by an officer of vigilance cell of HCL independently Ab initio / on behalf of the Engineer-in-Charge.
7. **Prices:** Offered rates should be firm & fix during the entire period of execution of the order.
8. **Quantity Variation:** - The ordered quantity may vary + or - by 10 % as per requirement.
9. **Quantity Enhancement:** - The order quantity can be enhanced/ Repeat order can be placed for 50 % of Tendered quantity with mutual consent at the same rate, terms & Conditions of the order.
10. **Rejection & removal of rejected goods:** If testing and inspection reveals that the goods do not comply with the specifications and requirement, they will be rejected. The rejected goods will have to be collected by the supplier at his own cost within one month on receipt of rejection advice from HCL/KCC. The rejected goods shall be lying at the risk & cost of the supplier at our end. HCL/KCC reserves the right to impose ground rent at its discretion, if goods are not removed within one month.
11. **Replacement of rejected material on free of charge:** The supplier has to replace the rejected goods in case of rejection of material, the same will be replaced immediately free of charge, however, the seller can depute his representative to inspect the rejected material at our site/complex.
12. **Parallel/Alternative Contract:** HCL reserves the right to enter into parallel/alternative contract with other parties for the supply of Tendered Item **at** any time during the currency of the existing contract.
13. **Risk & Cost:** The supply of all the ordered material must be completed to the entire satisfaction of HCL and within the specified period failing which the purchaser reserves the right to purchase the materials from other sources at the supplier's risk and cost in addition to the L/D.
14. **Termination/Cancellation of Contract:-** HCL reserves the right to terminate/cancel the contract either in full or in part any time at its sole discretion without assigning any reason whatsoever by giving one month notice in writing. The contractor will have no claim on HCL due to such termination of the contract.
15. **Liquidated Damage for late/non-delivery & Risk Purchase:-**
 - a) Scheduled delivery is the essence of the contract. In the event of goods not delivered to KCC as per delivery schedule mentioned in the LOI/Order, the supplier shall pay to HCL a sum equivalent to ½% (half percent) of basic value per week or part thereof for the delayed period against delivery schedule by way of Liquidated Damage for short delivered quantity. However the total Liquidated Damage will not exceed 10% of the total ordered value (basic).

- b) If the supplier fails to perform satisfactorily as per contractual delivery terms and obligations, HCL may with prior intimation to the supplier, cancel the contract including part quantities and purchase the goods elsewhere. In such an event, the supplier shall pay to HCL on demand any loss, HCL may suffer, thereby including the difference between the cost of purchasing the goods elsewhere and contract price.
16. **Loading & Unloading:** Unloading of material will be done by HCL at our Central Store /site on receipt of material. The intimation regarding supply /delivery date of material should be communicated well in advance for timely arrangement of manpower for unloading. In case of delay in unloading due to any reason no detention charges will be paid.
17. Transportation of tendered item will be on account of supplier. Therefore, all quoted rates must be on FOR Khetrinagar basis.
18. HCL / KCC has 60 MT (16 Meter Length)/ 30 MT Weigh Bridge. Weighment taken on above shall be treated as final and binding on both the parties.
19. **Acceptance/Rejection of Tender:-** Hindustan Copper Limited, reserves the right to accept/reject any or all the tenders/offers and award in part or on whole the order at its own sole discretion without assigning any reason thereof.
20. **Conflict of Interest:** - "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of the purchaser's interest. The bidders found to have a conflict of interest are likely to be disqualified."
- However, a declaration in this regard as per given format attached should be submitted by each bidder.
21. **Indian Agent:-** Indian agents submitting quotation, should submit original or photo copy of their Principal's confirmation of their offer without, which, offer will not be considered at all.
- a. In a tender, either the Indian agent on behalf of principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
22. **Bankers:** Bidders should specify the name and address of their bankers to whom HCL may make reference. Bidders should submit Offer letter on their Letter Head.
23. Bidders should submit Offer letter on their Letter Head. The Techno Commercial bid will be opened through On line portal.
24. Original Bank Guarantee and Bank mandate with a copy of cancelled cheque to be submitted in hard copy and copy of drawings if any required in a sealed envelope duly superscribing Enquiry No & date within 10 days from the due date of tender opening. The same should reach to The Asst. General Manager (M & C), Purchase Department, IIIrd Floor Administrative Building, Khetri Copper Complex, Khetri Nagar -333 504, Distt. Jhunjhunu (Rajasthan).

25. **Statutory Regulations:-** The supply, dispatch and delivery of materials shall be arranged by the supplier in strict conformity with the all applicable Statutory Regulations including provisions of Industries Development and Regulations Act, 1951 and any amendment thereof as applicable from time to time. HCL disowns any responsibility for any irregularities or contraventions of any of the Statutory Regulations in manufacture and the supply of the material covered by the order.
26. **Security Regulations:-** The contractor and their representatives shall abide by the Rules and Regulations of the Administration Department/Security of KCC Unit at all stages of the work emanating from this contract. All vehicles of the contractor and persons engaged in the operations shall be subject to security check by Security on duty. The contractor shall arrange necessary entry passes from Security Department sufficiently in advance. HCL shall not be responsible for any delay caused due to security check.
27. **Recovery of sums due:-** Whenever any claim against the supplier for payment of any sum of money arises out of or under the contract HCL/KCC Khetri Nagar shall be entitled to recover such sums from any sum when due or which at any time thereafter may become due from the supplier under this or any other contract with HCL and if this sum be not sufficient to cover the recoverable amount, the supplier shall pay to HCL/KCC, Khetri Nagar on demand the balance remaining due immediately.
28. **Sub-Contracting:** The order when placed shall not be assigned to any other agency by the supplier.
29. **Force Majeure Events:**
- If at any time during the continuance of this Purchase order, the performance in whole or in part by either party of any obligation under this purchase order shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs 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 purchase order 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 purchase order. Provided also that such performance/execution under the purchase order 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 purchase order is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the purchase order. If the purchase order is terminated under this clause, HCL shall have liberty to take over from the Supplier at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the purchase order and in the possession of the Supplier at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc that the Supplier 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.

Termination due to Events of Default

- (a) If HCL decided to terminate this purchase order, it shall in the first instance issue Preliminary Notice to the Supplier. Within 15 days of receipt of the Preliminary Notice, the Supplier shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Supplier's Proposal to Rectify"). In case of non submission of Supplier's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this purchase order by i

ssuing Termination Notice, and to appropriate the Performance Security, if subsisting.

- (b) If the Supplier's Proposal to Rectify is submitted within the period of stipulated thereof, the Supplier shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however the Supplier fails to remedy / cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this purchase order, and to appropriate the Performance Security, if subsisting.

Foreclosure of Purchase order Full or in Part

If at any time after acceptance of the TENDER, HCL shall decide to foreclose or reduce the scope of the order quantity and hence not require the whole or any part of the Order quantity to be carried out, the Person in Charge shall give 10 days notice in writing to that effect to the Supplier, provided that, in the event, any such action is taken by HCL, the Supplier shall be paid full amount for the up to date quantum of supply executed at our site as per billing schedule under the relevant items of supply under the purchase order 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 order to the full extent because of the foreclosure.

Amicable Resolution

- (a) Save where expressly stated to the contrary in this purchase order, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Purchase order 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 Article (b) below.
- (b) Either Party may require such Dispute to be referred to the Unit Head of HCL and the Supplier 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 Article (c) below.
- (c) In the event that any Dispute has not been resolved as per the provisions of Article (b) above, the same shall be referred to the director or a person of equivalent designation, of HCL and the Supplier 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 as below.

30. Arbitration:

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope of supply, operation or effect of the purchase order or its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this purchase order for Arbitration under the Arbitration and Conciliation Act, 2015 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 nominated by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 2015 Act, will not stand in conflict of interest with

h any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings. In case of a dispute of very high value, the dispute may be referred to an arbitral tribunal, consisting of an Arbitrator nominated by both the parties each and one arbitrator appointed by both the above arbitrators.

- 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 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 2015 Act. The venue of the Arbitration shall be Khetri 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 Khetri, Rajasthan.
- 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 purchase order.

31. **Court of Jurisdiction/Governing Laws :** For all disputes arising out of this order, the jurisdiction shall be Khetri Court, Distt. Jhunjhunu (Rajasthan) in respect of the order/orders. The Law of Land in force shall govern the orders.

32. **Taxes (GST) :** HCL makes the payment along with taxes to the vendors however few vendors do not file their GSTR-1. Therefore, in light of Rule 36(4) of the CGST Rules, 2017, HCL is unable to avail the full input tax credit of the GST paid on such invoices. In light of the said facts, HCL may commercially decide to withhold the payment of taxes to the vendors till the time invoices appear in GSTR 2A of HCL. In other words, the payment of GST shall be made to the vendors only upon invoices being reflected in GSTR-2A.

33. **TDS Deduction :** As per Section 51 of the CGST Act 2017 provides for deduction of tax by the Government Agencies including PSUs (Deductor) , from the payment made or credited to the supplier (Deductee) of taxable goods or services or both, where the total value of such supply, under a contract, exceeds two lakh and fifty thousand rupees.

The subject section which provides for tax deduction at source was not notified to come into force with effect from 1st July, 2017, the date from which GST was introduced. Government has recently notified that these provisions shall come into force with effect from 1st October, 2018, vide Notification No. 50/2018 - Central Tax dated 13th September, 2018.

The amount deducted as tax under this section shall be paid to the Government by deductor within ten days after the end of the month in which such deduction. The TDS deducted will be made available in Deductees Electronic Cash Ledger, which they may use to pay their future tax liabilities.

As evident from above, It is hereby communicate to all vendors that GST TDS would be deducted from their supply bills including IBC documents as per GST Law notified by Govt. of India.

Henceforth ,The Vendors in their own interest are advised to please endorse this fact to collecting Banks by clearly specifying in their Inward Bank collection advices, the following details for early payment of their dues:-

The IBC documents shall clearly specify the following:-

- (a) The net amount payable to the Supplier; and
- (b) 2% as GST TDS or as per Govt. directives issued time to time.

34. **TDS under Section 194Q:**

As per new section 194Q in the Income tax Act 1961 ("the Act") vide Finance Act, 2021 and this new section is effective from 1st July 2021. This section mandates all Buyers who are responsible for paying for or purchase of goods to deduct Tax at Source (TDS) @ 0.1% at the time of credit or payment (whichever is earlier) subject to threshold limits as enumerated below:

1. Total turnover of the Buyer in preceding financial year (i.e. FY 2020-21) exceeds Rs.10 Crores.; and
2. The value of Goods purchased from the Seller exceeds Rs.50 Lacs in the said financial year

If the Buyer is liable to deduct TDS on payments made to the Seller under above conditions, then the Seller need not levy Tax Collected at Source (TCS) as required u/Sec.206C (1H) of the Act.

However, higher TDS rate of 5% will be applicable:

1. If you have not filed the income-tax returns for last 2 years preceding the relevant financial year; and if TDS / TCS is greater than Rs. 50,000 in last 2 years preceding the relevant financial year; or
2. If PAN is not available

In this context, as per finance section, we have turnover greater than Rs. 10 crores in FY 2020-21. In view thereof w.e.f 01st July 2021, We shall be liable under law to deduct TDS while booking liability/ making payment for purchase of goods. Further, we request NOT TO collect TCS on the sales invoice or by way of Debit note post 1 July 2021, In view of fact that in case of overlapping of section 194Q and 206C(1H), The provision of section 194Q prevails.

AGM(Met.)/M&C

OTHER GENERAL TERMS AND CONDITIONS

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- 1 This is an Enquiry and must not be treated as an order.
- 2 Quotations are called in accordance with the drawing, specifications or pattern and the quotati

on so submitted shall be deemed to be an acknowledgement by the seller that he has fully understood the details thereof.

3 Any changes in the NIT including the extension of date of opening etc., if any, would be posted on GeM Portal, the prospective bidders should keep in touch with the GeM Portal for updates before submitting their bids.

4 Any Order resulting from this Enquiry shall be governed by HCL procurement Rules and GeM Portal Rules

5 All entries while bidding online should be without any ambiguity and should be as per GeM Portal Rules. In case, a bidder submits their quotation in portal, it will be deemed as confirmed / in agreement with the above terms & conditions.

6 The delivery period shall be deemed to be an essence of the Contract. We may take delivery of material as per our requirement.

7 The price by the seller shall in no case exceed the controlled Price, if any, fixed by the Government or the price permissible under the law. In case, the rates quoted are as per DGS & D / GeM rate contract / Govt. rates, bidders should submit documentary evidence along with their offer.

8 The rates quoted should be on F.O.R. destination at delivery site or our central store and should be inclusive of packing, forwarding, freight, insurance etc. and as per GeM Portal Rules.

9 Submit your GSTIN certificate along with techno commercial offer. In case if you are exempted from GSTIN then provide your last year balance sheet/ Turn over submitted along with copy of Adhar Card Number.

10 L-1 bidder will be decided on individual item basis unless and until it is specifically mentioned in Special terms & conditions that L-1 will be decided on overall L-1 basis for all items. Order will be placed on L-1 bidders only. In case, if two or more bidders quoted same L-1 price for any item where quotations invited on individual item basis in that case tendered quantity / scope of work shall be distributed among these parties after price justification if needed, as per NIT and GeM Portal rules.

11 Bidders should ensure the submission of offer for all the items where L-1 shall be decided on overall L-1 basis for all the tendered items. In such tenders, submission of offer for all tendered items is must, if any bidder quoted for selected items in that case offers of such bidders shall be outrightly rejected & no correspondence will be made in this regard.

12 Payment will be released only for the accepted consignments after receipt & acceptance of material within 30 days or as per GeM Portal rules.

13 Failure to effect supplies by the specified date will make the seller liable to liquidated damages at the rate of 1/2% per week or part thereof of the value of the un-delivered quantity subject to a maximum of 10 % of the value of purchase order. The buyer will also have the option to purchase the goods elsewhere with due notice to the supplier at the supplier's risk and cost. In this re-purchase, the seller will be liable to pay any loss, if sustained by the buyer.

14 The buyer shall mean Hindustan Copper Limited. The seller means the person/firm/company on whom the buyer has placed the contract. The goods or stores or the materials shall mean the subject material of the tender / contract.

15 The contract shall be governed by the GeM General Terms and Conditions, stipulated to this Product/Service as provided in the Marketplace along with Buyer NIT and PO Terms & Conditions.

16 All the patterns, drawings and moulds in respect of this order and paid by us shall be preserved carefully by the seller for at least three years on our behalf for reuse against our subsequent orders.

17 In case the materials are ordered on F.O.R. destination basis, the seller shall insure the goods against all transit risks from warehouse to warehouse at his own cost.

18 The goods shall be supplied strictly in accordance with the specification of the order and shall be of the best quality workmanship, free from any defects and to the entire satisfaction of the

buyer and his inspector. Any alteration required in the specifications shall be approved in writing by the buyer. Any deviation from the specifications, on the part of the seller shall liable him to replace or repair to specified quality and quantity of goods free of charge to the destination.

- 19 The seller shall prepare at his own expense and submit to the buyer such drawing as the buyer may require. Any drawing issued to the seller by the buyer is on loan only. Any information given to the seller or derived by him towards the execution of the contract must not be loaned, copied or shown to any third party without the buyer's permission.
- 20 If according to the contract, any material is to be supplied to the seller by the buyer free of cost for the execution of the contract, then the seller will be responsible for its storage in all respect in the seller's premises and he will account the consumption of material for the contract.
- 21 Whenever seller fails to supply as per contract, HCL will be at liberty to buy the product from other source at supplier's cost and risk.
- 22 Your product should bear your identification mark for the distinguishing the same from other manufacturer's product.
- 23 All correspondence regarding payment to be directly addressed to our Finance Department, quoting the order number, date and consignment note particulars.
- 24 The prices quoted by the seller will remain firm during the validity of the contract and no increase whatsoever will be considered or otherwise as per NIT terms.
- 25 The material should be securely and properly packed and marked to avoid loss or damage in transit. Any goods shipped short or damaged due to faulty packing shall be replaced by the seller and the cost of such replacement including the cost of delivery to site shall be borne by the seller.
- 26 In case your firm is an SSI unit registered with NSIC, please confirm the same with documentary evidence along with the offer. We do not pay overdue interest. All bank charges will on seller account.
- 27 The material shall be normally inspected on receipt at our end only or otherwise as specified in the special terms & conditions.

AGM (Met.) / M&C

TENDER ACCEPTANCE LETTER

Date:

To,

**Hindustan Copper Limited,
Khetri Copper Complex,
PO: Khetri Nagar - 333504,
Dist. Jhunjhunu (Raj.) INDIA**

Ref: PUR/2024/OP/04-RFQ-10898

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____ Dated:

Name of Tender / Work: - Procurement of Sodium Silicate Solution.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: HCL/CPPP/GeM Portal as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire tender documents (including all documents like Scope of Supply, Special and General terms and conditions, annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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 tender conditions of above mentioned tender 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)

SELF CERTIFICATE FOR LOCAL CONTENT

Tender No. _____ Dated: _____

Ref: PUR/2024/OP/04-RFQ-10898

Name of the Work: **Procurement of Sodium Silicate Solution**

To,

DGM (M & C)

Hindustan Copper Limited,

Khetri Copper Complex,

Khetrinagar - 333504.

Distt. Jhunjhunu (Rajasthan).

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 has the local content equal to or more than _____(%). The details 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 for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Name of Authorized Signatory of Bidder: _____

Date: _____

Sign with Seal: _____

Bid Security Declaration Form

-

-

Ref: PUR/2024/OP/04-RFQ-10898

GeM Tender Reference No: _____ dated:

Name of the Work: **Procurement of Sodium Silicate Solution**

To,

AGM (M & C)

Khetri Copper Complex,

Khetrinagar - 333504.

Distt. Jhunjhunu (Rajasthan).

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any HCL Tender for a period of one year (1 year) from the date of notification of this Tender if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

- b) having been notified of the acceptance of our Bid by the HCL during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Declaration of the bidder against Conflict of Interest

Ref: PUR/2024/OP/04-RFQ-10898

(The bidders found to have a conflict of interest are likely to be disqualified.)

With respect to the bidders participated in tender, please reply to the following:-

Sl.No.	PARTICULAR	Reply
1.	Do you have any controlling partner(s) in common with above Participated bidders?	Yes/No
2.	Do you receive or have received any direct or indirect subsidy/financial stake from any of them?	Yes/No
3.	Do you have the same legal representative/agent for purposes of this bid?	Yes/No
4.	Do you have relationship with each other, directly or through common third parties?	Yes/No
5.	Do you have participated in more than one bid in this bidding process, in which the parties are involved and/or such applicant has the same authorized signatory for the purposes of this bid as any other applicant or an applicant of such applicant/bidder is also a member of Another applicant/bidder?	Yes/No
6.	Do you or any of your affiliates (i) has participated as a consultant in the preparation of any document, design or technical specifications of the contract that is the subject of the bid? or (ii) has been engaged as legal, financial or technical adviser of HCL for this project? or (iii) has been engaged by the applicant, its member or any of its constituents in any manner for matters related to or incidental to this project during prior to the bidding process up to the signing of the Agreement?	Yes/No
7.	Does any of your Members (in case of Consortium) or any of your Constituents and any other Applicant, its member or any of its Constituents have crossed HCL interest in HCL?	Yes/No
8.	Do you or any of your affiliates has been hired (or is proposed to be Hired) by the employer as engineer (or construction supervision consultant) for the contract?	Yes/No

9.	Do other bidders are too closely related sister companies?	Yes/No
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Name of Authorized Signatory of Bidder : _____

Date: _____

Sign with Seal: _____

To be submitted in Duplicate

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MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To

Hindustan Copper Limited,
Khetri Copper Complex,
PO: Khetrinagar – 333504,
Dist. Jhunjhunu (Raj.) INDIA

Dear Sir,

Sub: Authorization for release of payment due from Hindustan Copper Limited, Khetri Copper Complex, henceforth through Electronic fund transfer by Internet Mode.

(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	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																		
Account Type	Savings	Current	Cash Credit																		
Account Number(as appearing in the Cheque Book)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
RTGS / IFSC Code	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
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:

Authorized Signatory

Signature of the Party/Authorized

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

Bank's Stamp:

Date:

on the Banks)

(Signature of the Authorized Official for

To be submitted in Duplicate

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET (For RTGS Facility)

To

Hindustan Copper Limited,

Khetri Copper Complex,

PO: Khetrinagar – 333504,
Dist. Jhunjhunu (Raj.) INDIA

Dear Sir,

Sub: Authorization for release of payment due from Hindustan Copper Limited, Khetri Copper Complex, henceforth through Electronic fund transfer RTGS.

(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		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
MICR No																			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the Bank name, Branch name and Code number)																			
Account Type		Savings			Current				Cash Credit										
Account Number(as appearing in the Cheque Book)																			
RTGS/IFSC Code																			

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 d

elayed 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 RTGS.

Place:

Date:

orized Signatory

Signature of the Party/Auth

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

Bank's Stamp:

Date:

om the Banks)

(Signature of the Authorized Official fr

N.B.: 1) RTGS facilities Centre:

New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai, Trivandrum, Kolkata, Bhubaneswar, Guwahati, Patna.

2) RTGS charges if any, is to be borne by the party.

5. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

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

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./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।

---Thank You/धन्यवाद---