

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	10-06-2024 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	10-06-2024 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Mines
<b>Department Name/विभाग का नाम</b>	Hindustan Copper Limited
<b>Organisation Name/संगठन का नाम</b>	Hindustan Copper Limited
<b>Office Name/कार्यालय का नाम</b>	Kolkata Corporate Office
<b>Total Quantity/कुल मात्रा</b>	1356
<b>Item Category/मद केटेगरी</b>	LEATHER SAFETY SHOE NO-10 , LEATHER SAFETY SHOE NO-11 , LEATHER SAFETY SHOE NO-5 , LEATHER SAFETY SHOE NO-6 , LEATHER SAFETY SHOE NO-7 , LEATHER SAFETY SHOE NO-8 , LEATHER SAFETY SHOE NO-9
<b>BOQ Title/बीओक्यू शीर्षक</b>	LEATHER SAFETY SHOE
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	LEATHER SAFETY SHOE NO-10
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

**Bid Details/बिड विवरण**

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
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**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	14000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

AM  
KOLKATA CORPORATE OFFICE, HINDUSTAN COPPER Limited, HINDUSTAN COPPER Limited, Ministry of Mines  
(Sameer Kumar Nandagawali)

**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.

## LEATHER SAFETY SHOE NO-10

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

### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	33	90

### LEATHER SAFETY SHOE NO-11

(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

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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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	5	90

### LEATHER SAFETY SHOE NO-5

(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

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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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	80	90

**LEATHER SAFETY SHOE NO-6**

(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**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	232	90

**LEATHER SAFETY SHOE NO-7**

(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**

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<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Rajeev Khare	481116, Malanjkhanda Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	512	90

**LEATHER SAFETY SHOE NO-8**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	364	90

## LEATHER SAFETY SHOE NO-9

(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

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### 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	Rajeev Khare	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	130	90

## 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. Scope of Supply

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **A) Scope of Work:-**

Sl.No.	Material Code	Description of Material with Specification/Part No./Make,etc	Unit	Quantity
1	262000018	LEATHER SAFETY SHOE NO-10	PAIR	33
2	262000019	LEATHER SAFETY SHOE NO-11	PAIR	5
3	262000020	LEATHER SAFETY SHOE NO-5	PAIR	80
4	262000021	LEATHER SAFETY SHOE NO-6	PAIR	232
5	262000022	LEATHER SAFETY SHOE NO-7	PAIR	512
6	262000023	LEATHER SAFETY SHOE NO-8	PAIR	364
7	262000024	LEATHER SAFETY SHOE NO-9	PAIR	130

#### **B) PRE-QUALIFICATION CRITERIA (PQC):**

1.1 Parties quoting against this enquiry shall be Manufacturer/ Authorized Dealer for Industrial Leather Safety Shoes as per IS: 15298 (Part-2):2011 or latest needs to submit the offer.

1.2 Bidder has to submit valid Bureau of Indian Standards (BIS) certificate as per IS: 15298 (Part-2):2011 or latest

1.3 Bidder has to mention License number CM/L number, along with the offer, failing which their offer will not be considered.

2. Average annual financial turnover of the bidder during the last 3 years, ending on 31.03.23, should be at least Rs. 209937.28. Bidders shall submit audited P & L Statement or Turnover Certificate issued by Chartered Accountant in proof of the above.

3. Party has to submit executed order copies during last 7 years ending last day of month previous to the one in which applications are invited in proof of supply of Leather Safety Shoes as per IS: 15298 (Part-2):2011 or latest mentioned in serial no-01 to Govt./ PSU's.

a. Single executed orders/ contracts value not less than Rs. 559832.74/-

Or

b. Two executed work orders/ contract value not less than Rs. 349895.46/- each

Or

c. Three executed work orders/ contract value not less than Rs. 279916.37/- each



### **C) Special terms & Conditions:-**

1. Low Ankle safety shoe designed for maximum safety and comfort and having stamping of Suitable for use in mines or having confirmation that party will get the order will supply the item with above stamp.
2. Lather: Good quality of black color genuine leather with full grain finish.
3. Collar: Padded with foam to provide comfort at ankle area for longer duration usage.
4. The Safety shoes shall be provided with protective toe cap made of either steel and having specification of IS 5852 of 1992 or alternately, in place of steel toe cap, non metal fiber reinforce light weight protective toe cap may also be used subject to meet the design to protect the toes of the wearer from impacts upto an energy level of at least 200 j and compression at a load of at least 15 K N.
5. In case of pre-mature failure [i.e. within 06 (six) months from the date of actual use of the shoes], the party shall have to arrange for free replacement & hence, shall have to stand guarantee for a period of 06 (six) months from the date of actual use of the shoes and 12 month from the date of dispatch. Acceptance of the same should be clearly mentioned in the offer.
6. Parties quoting against this enquiry shall send a **pair of shoes of size 06** as sample by Registered Post/ Courier for quality evaluation and measurement purpose. Date of dispatch of the said sample shall be mentioned in the offer or otherwise, offer shall be ignored.

**The sample will be dispatch to below address:**

**Mr. Sameer Nandagawali**

**M/s Hindustan copper Limited  
Malanjkhanda Copper Project  
Malanjkhanda Pin No. 481116  
Distt. Balaghat (M.P.)**

**Note:- The sample received against tender shall not be return to the party.**

7. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) shall supersede any other T&C of Bid document.
8. It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid. Bidder shall upload certification for the same on their letter head along with the offer. In absence of the certification, HCL reserves the right to reject the offer.
9. Bidders to ensure that qualifying documents indicated under Pre-Qualification Criteria are to be submitted along with the offer in one instance. HCL reserves the right to reject any requests against submission of shortfall documents post opening of techno-commercial bid.
10. GeM ePBG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordance with **ANNEXURE - 'B'** of Buyer added Bid Specific Terms and Conditions (ATC).
11. **Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/contains all the Technical specifications & Commercial conditions mention in our NIT and Buyer Added Bid Specific Terms and Conditions.**

12. **Prices on GeM are inclusive of all cost components i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored.**
13. **HCL reserves the right to reject any or all tenders entirely at their sole discretion without assigning any reason thereof and also reserves the right to place order in part or full on different suppliers.**
14. **Bidder to indicate the item wise GST percentage ( 5% or 12% or 18% or 28%) in their Part-I (Techno-commercial) offer which is inclusive in the total quoted price.**
15. **Bidder to indicate the item wise HSN number in their Part-I (Techno commercial) offer.**
16. **Evaluation Method: The Items procure Overall L-1 basis.**

## **D). Material Specification :-**

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S.No	Safety Footwear as per BIS specification No IS 15298 ( Part 2 ): 2016, Latest	
1	Technical Specification of the Product	Personal Protective Equipment - Safety Footwear as per BIS specification No IS 15298 ( Part 2 ):2016, Latest
2	Specification has been seen and Understood	Yes
3	BIS Certification	Yes
4	CM/ L No if BIS marked	Yes
5	Utility	Men
6	Classification	Class I ( Footwear made from leather and other materials, excluding all-rubber or all-polymeric footwear )
7	Size	Assorted sizes (5, 6, 7, 8, 9, 10, 11, 12 and 13 ) as per buyer's requirements
8	Upper for Class 1 Footwear	Leather
9	Vamp Lining	With ( Classification I and Classification II Footwear )
10	Vamp Lining Material	Leather
11	Quarter Lining	Yes
12	Quarter Lining Material	Leather
13	Colour	Black
14	Insole	Yes
15	Insocks	Full Insocks Removable and water permeable

16	Tongue ( ForDesignation I Footwear )	Full Bellow Tongue
17	Collar	Collar with PU Foam padding, 15 mm thick, density 25 kg per cubic meter
18	Closing (Tieing )	Laces
19	Lacing of Shoes	Eyelets
20	Cross Section Shape of Laces	Round
21	Sole Description/Material	Direct Moulded Single Density Polyurethane
22	Sole Design	Cleated
23	Construction	Direct Injection Process
24	Slip Resistant	As per clause 5.3.5.2 of IS 15298 ( Part 2 ) - Slip resistance on ceramic tile floor with sodium lauryl sulphate (NaLS) solution
25	Water penetration and absorption	Yes
26	Additional Requirements for Special Applications-Outsole	Resistance to hot contact, Resistance to fuel oil
27	Availability of Test Report from Designated AHSP/ NABL/ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
28	Test reports to be furnished to buyer on demand	Yes
29	Agree to provide Advance Sample(s) for buyer's approval	Yes

#### **E) Other terms & conditions:**

##### **1. EARNEST MONEY DEPOSIT (EMD):**

You have to submit an amount of Rs.14,000.00 towards EMD through RTGS/NEFT only. No other form for EMD submission will be acceptable. Please upload payment transfer details (scan copy of RTGS/NEFT payment transfer) in the bid documents on GeM portal. The bank A/C details for RTGS/NEFT payment is as under :

IFSC Code: **SBIN0004510**

A/C Type: **Current Account**

A/C No.: **11290757078**

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

In case of non-receipt of EMD amount before due date of opening the on line offers will not be opened. The Earnest Money so deposited shall not bear any interest. No adjustment, of any pending amount / EMD whatsoever, against EMD will be made.

The followings are exempted from submission of EMD against submission of valid documentary evidence:

- Public Sector Undertakings /Govt. Dept/Govt. Institutions
- Micro and Small Enterprises registered with MSME Udyogaadhar Memorandum (UAM), Districts Industries Centers (DICs) / Khadi& Village Industries Commissions (KVIC) / Khadi& Village Industries Board (KVIB) / Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises up to the extent of their monetary limit. For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.
- Original Equipment Manufacturers (OEMs)

- 1.1 EMD is not acceptable in any other form. However, in case the EMD amount is more than Rs. 5.00 Lakh and in case of foreign bidders in GTE tenders, tenderer may submit EMD in the form of a Bank Guarantee (BG), issued/confirmed from any Schedule Commercial Bank in India as per HCL's Format enclosed with the bidding document. Tenderer has to upload copy of BG on GeM portal. The hard copy of BG towards EMD should reach to our office within 10 days from the bid opening.
- 1.2 The EMD should normally remain valid for a period of 45 (Forty Five) days beyond the final bid validity period.
- 1.3 A bidder's EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period or execute the order in full.
- 1.4 EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 15<sup>th</sup> day after award of the contract. EMD should be refunded to the successful bidders on receipt of Performance Security or execution of PO. In case of discharge of tenders or for bidders, who are disqualified during processing of the bid, EMD is to be refunded (in case there is no forfeiture as per Para 1.3) within 7 days of such decision.

2. **PERFORMANCE BANK GUARANTEE:** The supplier has to submit Bank Guarantee for 10% of the basic value of the order, from a scheduled Commercial Bank except Co-operative and Gramin Bank towards performance on HCL's format valid to cover the guarantee period. Performance Guarantee in any other format is not acceptable. The Performance Bank Guarantee should be valid up to 60 (sixty) days beyond the Guarantee period.

- 2.1 Alternatively, on request by party an amount equivalent to the Performance Bank Guarantee may be retained from their bills.
- 2.2 In case BG is received, payment will be released withholding amount of BG under confirmation. On receipt of confirmation, withhold amount shall be released.
- 2.3 Subject to any deduction which HCL is authorized to make, Performance Bank Guarantee shall be released after fulfilling the guarantee / warranty as per the contractual terms. On breach of a contract by a supplier/contractor, Warranty Bank Guarantee shall be forfeited/ encashed, whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/encashment of Warranty Bank Guarantee does not prejudice HCL's rights to make risk purchase and recover damages on account of such risk purchase.

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**ANNEXURE - 'A' MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET**

To

Hindustan Copper Limited,  
Malanjkhand Copper Project  
PO: Malanjkhand - 481116  
Dist. : Balaghat ( M.P)INDIA

Dear Sir,

**Sub:** **Authorization for release of payment due from** Hindustan Copper Limited, Malanjkhand Copper Project, 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></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></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><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></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><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:

Signature of the Party/Authorized Signatory

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

Bank's Stamp:

Date:

the Authorized Official from the Banks)

(Signature of

**ANNEXURE - 'B' Bank guarantee format for Performance Guarantee**

(To be stamped in accordance with Stamp Act

If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

[Purchaser's Name & Address]

Dear Sirs,

In consideration of the... [Purchaser's Name].....(Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....[Contractor's Name].....with its Registered/Head Office at.....(Hereinafter referred to as the 'Contractor'. Which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words+ for.....\*Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (\*).....of the said basic value of the aforesaid work under the Purchase Order.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of.....(\*) as aforesaid at any time up to.....(@).....\*days/month/year+ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser's on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser's and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser's and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till....\*days/month/year+ whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser's or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid up to and including.....

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before.....@.....

Dated this.....Day of.....2024.....at.....

WITNESSES:

Signature.....

Signature.....

Name.....

Name.....

Official

Address.....

Official Address.....

Designation.....

Bank's Common Seal.....

....

Attorney as per Power of Attorney

Signature.....

Name.....

No.....

Address.....

.

## 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---**