



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/4971862

Dated/दिनांक : 22-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 11:30:00
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	1
Item Category/मद केटेगरी	HEAD FEED C. S AS PER DRG NO. B528-02-06-101 Detail Specification attached.
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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	33000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	29

(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 :

DGM

Finance department, 3rd floor, Admin building, Khetri Copper Complex, Hindustan Copper Limited, Jhunjhunu (Raj.) 333504
(Dinesh Grover)

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.

HEAD FEED C. S AS PER DRG NO. B528-02-06-101 Detail Specification Attached. (1 pieces)

(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

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	1	270

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

PURCHASE ENQUIRY

HINDUSTAN COPPER LIMITED

(A Govt. of India Enterprise)

KHETRI COPPER COMPLEX, KHETRI NAGAR - 333 504

DISTT.JHUNJHUNU (RAJ) INDIA

E-Mail : rajesh_d@hindustancopper.com, kavish_s@hindustancopper.com

FAX : 01593 220038 , TEL : 09413569728, 09950677099

TENDER DOCUMENT

RFQ No.PUR/2024/ MPM/06/RFQ - 10934

Sub: Procurement of “HEAD FOR BALL MILL” through Govt. of India, GeM as per specification given under:

Dear Sirs,

On line Offers are invited in **two part bid** system from bidders for supply of **“HEAD FOR BALL MILL”** through Govt. of India, (GeM) to our Khetri Copper Complex Unit, Khetrinagar, Dist. Jhunjhunu (Rajasthan). You are requested to submit your offer on line as per instruction given in the tender as per terms & conditions attached herewith:

Scope of supply : “HEAD FOR BALL MILL”_ as described under :

Sl.No.	Material Code	Description of Material with Specification/Part No./Make,etc	Unit	Quantity
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1	423500012	HEAD FEED C.S AS PER DRG NO. B528-02-06-101 Detail Specification attached.	NUMBER	1
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1) DESCRIPTION: HEAD FOR ROD/BALL MILL AS PER DRG. NO. B528-02-06-101

DESIGN: TAYLOR DESIGN OVER FLOW TYPE WET GRINDING(COPPER ORE)
SIZE: 11.5 Ft DIA X 18 Ft LONG,

NOTE : DETAILED MANUFACTURING DIMENSIONS OF THE HEAD INCLUDING BOLT HOLES FOR FASTENING HEAD LINERS SHOULD BE AS PER DRG. NO. B528-02-06-101

2) MATERIAL OF CONSTRUCTION & MATERIAL TEST CERTIFICATE:- Material should be supplied by the party strictly as per NIT specifications and material of construction should be strictly as per NIT specifications. Test certificate should be provided from Govt. approved test houses/ laboratory along with supplies.

3) PERFORMANCE GUARANTEE:- You shall stand guaranteed for the supplied material minimum for a period of 18 months from the date of supply or 12 months from the date of installation whichever is earlier. You shall also furnish BANK GUARANTEE to the tune of 5% of the total order value towards Performance Guarantee which shall be valid for 18 months from the date of supply.

4) INSPECTION:- Pre-dispatch/stage inspection of the material in line as per specification and reference to drawing shall be carried out at The bidder's works by HCL representative. The bidder shall intimate HCL/KCC well in time for inspection. However, inspection at our Central Stores will be final and binding.

5) 16 nos.-1-1/2" Dia tapped hole at 1130 pcd should be 32 nos.-1-1/2" Dia tapped hole at 1130 pcd.

Pre-Qualification Criteria:-

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- 1. The bidder should be manufacturer of equipment/spares used in either Mining or Metal or any industries. Documentary evidence to this effect should be submitted along with the techno commercial part of bid.**
- 2. The bidder should have executed at least an order of similar capacity (size and specification) complete mill or head body of mill having diameter 11.5 ft or more to any PSU/ Govt. Agencies./ listed mineral mining industries/ listed manufacturer of mills in preceding seven years.**
- 3. The party who have supplied similar items to other than HCL/ KCC should submit repeat PO of mill heads/ complete mills and their "invoice copies (Minimum 02 numbers) or performance certificate" of their supply item.**
- 4. Party who have supplied similar item to HCL/KCC should submit PO and invoice and should have satisfactory performance of their supply item.**

Rejection Clause: Offer of those parties who failed to supply material or who has failed to supply material on time in past or whose past performance is not satisfactory shall be outrightly rejected.

Scanned copy of all required documents (Original) as mentioned above has to be submitted along with Techno commercial bid Part-1 on line through GeM portal.

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1. **Validity of offer:-** The offer submitted by the Tenderer must be valid for 120 days, which may be extended up to 180 days if required.
2. **Delivery Schedule:** - Material to be delivered as per technical specifications, within a period of 6-9 months from the date of placement i.e. issuance of purchase order. At KCC, material shall be unloaded by KCC Central Store.
3. **MATERIAL OF CONSTRUCTION & MATERIAL TEST CERTIFICATE :-** Material should be supplied by the party strictly as per NIT specifications and material of construction should be strictly as per NIT specifications. Test certificate should be provided from Govt. approved test houses/ laboratory along with supplies.
4. **INSPECTION:-** Pre-dispatch/stage inspection of the material in line as per specification and reference to drawing shall be carried out at The bidder's works by HCL representative. The bidder shall intimate HCL/KCC well in time for inspection. However, inspection at our Central Stores will be final and binding.
5. **Rejection Clause:** Offer of those parties who failed to supply material or who has failed to supply material on time in past or whose past performance is not satisfactory shall be out rightly rejected.
6. **Earnest Money:** Earnest Money Deposit through RTGS / NEFT only of value as per GeM bid documents. In case of EMD value is Rs. 5.00 lakhs and above, EMD to be submitted in the form of BG only and to be submitted in hard copy as per Bank Guarantee Clause & attached BG Format for EMD. If EMD submitted in the form of BG than it should be valid for Six **months** from the date of tender opening. EMD to the unsuccessful bidders shall be refunded after finalization of order. **Submission of offer without EMD will be rejected out rightly. No request for adjustment of any earlier dues in place of EMD will be entertained.**

- i) The EMD submitted through RTGS / NEFT directly in HCL's account as per given details. The proof of details of RTGS transfer of EMD amount should be attached along with techno commercially bid.
For RTGS details:
 - i) Account holder's name: Hindustan Copper Limited.
 - ii) Account No.: 51032062450.
 - iii) IFSC No. : SBIN0031133 (STATE BANK OF INDIA, BRANCH KHETRI NAGAR).

For the successful tenderer, the EMD shall be refunded only after execution of order. The EMD will be forfeited if successful tenderer fails to accept the order.

7. **EMD exemption:-** The following are exempted from submission of EMD.
 - a. Public Sector Undertakings / Govt. Dept /Govt. Institutions.
 - b. Micro and Small Enterprises registered with MSME Udyam Registration Certificate (URC), 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 paying EMD is to be granted only for the items for which they are registered with the concerned authorities.

c. Original Equipment Manufacturers (OEMs).

Note:

- Ø OEM is applicable whenever a specific given Brand name/Manufacturer name is mentioned in RFQ/NIT/Tender documents.
- Ø Offers, without proper EMD/wrong reasoning for exemption of EMD/ post dated furnished EMD i.e. deposited after Tender opening due date etc, shall not be accepted and the offers in such cases shall be rejected.
- Ø Traders/Dealers/Suppliers/Service providers/importers will not get the benefit of EMD exemption even if registered with MSME.

8. **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.

9. **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.

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 GEM 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)

10. **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 o

n Central Public Procurement Portal (GEMP).

MSME bidders, who have registered their URC number with GEMP, 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.

Note: The implementation of above three points (Regarding Procurement Policy for MSEs Order 2012) is subjected to technical acceptance and fraction ability of the Quantity/Number of items procured accordingly. This is not applicable for overall basis procurement or matching items procurement.

11. **SECURITY DEPOSIT:** Individual successful tenderers shall on receipt of LOI/Purchase order, deposit a sum equivalent to **5% (Five percent) of the total contract value** towards the security deposit (SD) with HCL/KCC positively within 14 days from the receipt of LOI/Order online or in the form of Demand Draft/ Bankers cheque / Bank Guarantee from a Scheduled commercial Bank except Co-operative and Gramin bank as per the format provided by HCL/KCC and only on submission of SD, the Earnest Money deposited as above will be refunded. In case, the Security Deposit is furnished by way of Bank Guarantee, it has to be kept valid for a period of 60 days beyond the date of completion of all satisfactory fulfillment of the order obligations by the supplier, including warranty obligations. The security deposit shall be summarily forfeited in case of any supplier who fails to honour order obligations. The security deposit does not carry any interest.

Note: 1 The provision of security deposit clause shall not apply to the followings:

- a. **The PO value if less than Rs. One lakh.**
- b. **Public Sector undertakings.**
- c. **Govt. departments / institutions.**
- d. **OEMs.**

Note:

- Ø OEM is applicable whenever a specific given Brand name/Manufacturer name is mentioned in RFQ/NIT/Tender documents.

12. **PERFORMANCE GUARANTEE:** You shall stand guaranteed for the supplied material minimum for a period of 18 months from the date of supply or 12 months from the date of installation whichever is earlier. You shall also furnish BANK GUARANTEE to the tune of 5% of the total order value towards Performance Guarantee which shall be valid for 18 months from the date of supply.

13. **Performance Security:** - Supplier shall stand for performance of the supplied material. If the supplies found with poor performance, the supplier has to replace the same free of cost. The supplier shall also furnish a Performance Security to the tune of **5% (Five percent) of the contract value** online or in the form of Demand Draft/ Bankers cheque / Bank Guarantee from a Scheduled commercial Bank except Co-operative and Gramin bank as per the format provided by HCL/KCC. The performance security should be submitted along with dispatch documents against any defect / poor quality which should be valid for minimum 18 months from date of supply. And the same shall be released only after successful completion of guarantee period. In case of BG, validity should be extended time to time up to completion of guarantee period. BG also to be extended in case of extension of Delivery period / order quantity.

Note: 1 The provision of Performance security clause shall not apply to the following:

- a. **The PO value if less than Rs. One lakh.**
- b. **Public Sector undertakings.**
- c. **Govt. departments / institutions.**

d. OEMs.

Note:

Ø OEM is applicable whenever a specific given Brand name/Manufacturer name is mentioned in RFQ/NIT/Tender documents.

14. For Online (RTGS) submission of SD/PBG-amounts, supplier has to submit UTR details, date of deposit, amounts deposited and the transferring A/c & Bank details for entry of the SD/PBG amounts. For RTGS, please refer our A/c details :

State Bank of India as Advising Bank of HCL

Beneficiary Name	HINDUSTAN COPPER LTD	i)
		ii)
Beneficiary Bank Name	STATE BANK OF INDIA	iii)
BANK A/C NO.	51032062450	iv)
		v)
Branch Address	KHETRINAGAR, JHUNJHUNU, RAJASTHAN - 333504	vi)
		vii)
Branch	KHETRINAGAR (31133)	viii)
PAN No.	AAACH7409R	
IFS Code	SBIN0031133	

The deposited UTR details shall be sent by the supplier to Purchase Deptt. of Hindustan Copper Limited, Khetri Copper Complex, at Khetrinagar (Rajasthan-333504) by Speed Post / Registered Post (AD)/e-mail, mentioning relevant PO No. and date.

15. Bank Guarantee:-In case Tenderer submits Security deposit/performance guarantee in the form of Bank Guarantee, then such bank guarantee should be submitted by the concerned bank direct to HCL/KCC. However, if, such bank guarantee is submitted by the tenderers to HCL-KCC due to exceptional reasons, the banker should send an unstamped duplicate copy of such bank guarantee directly under registered post with A.D. to HCL-KCC with a covering letter for the purpose of comparison of the original bank guarantee with the said copy of Bank Guarantee. BG should be submitted of required value made of any commercial bank except Co-operative and Gramin Bank.

1. The method of submission bank Guarantee is as follows:

- ix) The bank guarantee issued by the issuing bank on behalf of the successful bidder / supplier / contractor in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).
- x) HCL has chosen State Bank Of India to act advising / beneficiary bank of HCL. The bank issuing the Guarantee should choose this bank to send confirmation through SFMS.
- xi) The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

Beneficiary Name	HINDUSTAN COPPER LTD
Beneficiary Bank Name	STATE BANK OF INDIA
BANK A/C NO.	51032062450
Description	CC STOCKS (C and I)
Branch Address	KHETRINAGAR, JHUNJHUNU, RAJASTHAN - 333504
Branch	KHETRINAGAR (31133)
PAN No.	AAACH7409R
IFS Code	SBIN0031133

- xii) The bidder are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- xiii) The Guarantor (BG issuing Bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, Branch Khetrinagar, to aid in the process of confirmation of Bank Guarantee.
- xiv) The original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited at Khetrinagar by Speed Post / Registered Post (AD)

16. **Mode of payments:- 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 SD / Performance Security.**

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 prescribed Mandate form is appended /already sent.

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.

17. **Prices:** Offered rates should be firm & fix during the entire period of execution of the order.

18. **Quantity Variation:** - The ordered quantity may vary + or - by 10 % as per requirement.
19. **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.
20. You shall have observed all the State & Central Govt. Rules, Regulations & Acts wherever applicable.
21. 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 / on behalf of the Engineer-in-Charge.
22. **Inspection:-** Inspection at our site shall be final and binding. However, KCC reserves the right to inspect at any stage of processing at manufacturer's end. In such case supplier will extend all assistance to the Inspector authorised for the purpose and his observations would be final and binding on the supplier.
23. **Packing:** Material should be properly packed.
24. **Transportation:** Transportation of tendered item will be on account of supplier. Therefore all quoted rates should be on FOR Khetrinagar basis.
25. **Weighment:** 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.
26. **Loading & Unloading:** Unloading of material will be done by HCL at our site on receipt of material.
27. **Period of Contract:-** The contract shall be valid till fulfillment of all order obligations including guarantee period 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.
28. **Replacement of rejected material on free of charge:** The Tenderer has to give an undertaking along with the offer that in case of rejection of material, the same shall be replaced within one month from the date of intimation of rejection at free of charge, however, the seller can depute his representative to inspect the rejected lot at our site/complex.
26. **Parallel / Alternative Contract:** HCL / KCC reserves the right to enter into parallel or alternative contract with any other parties for supply of tendered item at any time during the currency of the contract.
27. **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 against this Enquiry for tendered item.

28. 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.**

29. 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.

30. Liquidated Damage for late/non-delivery & Risk Purchase:-

- i. 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).
- ii. 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.

31. 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.

32. 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.

33. 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 should 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.

34. Sub-Contracting:- The order when placed shall not be assigned to any other agency by the supplier.

35. 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 issuing 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.

36. 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 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.

37. 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.

38. Bankers: Bidders should specify the name and address of their bankers to whom HCL may make reference.

39. The Techno Commercial bid will be opened through GEM portal on line on scheduled due date.

40. 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 :

1. Signed and sealed copy on each page of our tender document or attached Tender Acceptance Letter (Annexure II) with your sign & official seal as an acceptance of all NIT terms & conditions.
2. PQC supporting document.
3. GST Certificate, if applicable.
4. Certificate for EMD exemption as per terms and conditions, if applicable.
5. Self Certificate of Local Content (Annexure III) as per GeM Portal rules.

Financial Bid

Purchase Dept. / M&C

RFQ-General Terms and conditions

ANNEX URE-I

Instructions for Bidders, who wish to respond to our Enquiry for supply of Material to KCC.

Original Bank mandate with cancelled cheque to be submitted in hard copy and copy of drawings if any required in a sealed envelope duly super scribing Enquiry No & date. 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). The scanned copy of your techno commercial offer, PQC & other supporting documents to be submitted on line through GeM Portal is mandatory for evaluation of techno commercial offer. All scanned documents should be clearly visible.

BESIDES THIS, OFFER RECEIVED THROUGH E-MAIL / FAX OR IN HARD COPY WILL NOT BE CONSIDERED.

ANY ORDER RESULTING FROM THIS ENQUIRY SHALL BE GOVERNED BY THE FOLLOWING STANDARD TERMS & CONDITIONS IN ADDITION TO THOSE MENTIONED IN THE ENQUIRY:-

1. **All changes in the NIT including the extension of date of opening etc., if any, would be posted on the website of the company " www.hindustancopper.com" and on GeM Portal , the prospective bidders should keep in touch with the GeM Portal for updates before submitting their bids.**
2. This is an Enquiry and must not be treated as an order.
3. Quotations are called in accordance with the drawing, specifications or pattern and the quotation so submitted shall be deemed to be an acknowledgement by the seller that he has fully understood the details thereof.
4. Tenders will be opened on the next working day at the scheduled hours in case the last date of receipt of tender is declared to be a holiday, for any reason whatsoever.
5. All entries in the quotations should either be typed or written legibly in ink without any ambiguity and should be free from corrections and erasers.
6. 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.
7. **Prices:** The rates quoted should be on F.O.R. destination at our central store basis and should be inclusive of packing, forwarding, freight and insurance.
8. Submit your GSTIN certificate along with techno commercial offer. In case if you are exempted from GSTIN than provide your last year balance sheet/ Turn over submitted along with copy of Adhar card No.

9. **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.**

10. **Bidders should ensure the submission of offer for all the items where L-1 shall be decided on over all 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 of bidders of such bidders shall be out rightly rejected & no correspondence will be made in this regard.**
11. **Terms of Payment:** Payment will be released only for the accepted consignments after receipt & acceptance of material within 30 days.
 12. The buyer shall mean Hindustan Copper Limited. The seller means the person on whom the buyer has placed the contract. The goods or stores or the materials shall mean the subject material of the tender / contract.
 13. The prices quoted by the seller will remain firm during the validity of the contract and no increase whatsoever will be considered.
 14. **Packing** 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.
 15. **Inspection:** The material shall be normally inspected on receipt at our end only or otherwise as specified in the special terms & conditions.
 16. **Rejection and Removal of Rejected goods:-** If testing and inspection reveals that the goods do not comply with the specifications and requirement, it 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.
 17. **Liquidated Damages:** 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.
 18. **Risk Purchase:** Whenever seller fails to supply as per contract, HCL will be at liberty to buy the product from other source at suppliers cost and risk.
 19. "HCL" reserves the right to reject any or all the offers and award in part or in whole the contract at its sole discretion without assigning any reasons thereof.
 20. **Validity:** The Quotation should be **valid for 120 days** from the date of opening of offer.
 21. In case your firm is an SSI unit registered with NSIC, please confirm the same with documentary evidence along with the offer.
 22. We do not pay overdue interest. Further, all bank charges will be to your account.
 23. In case the tenderer is an authorized distributor/authorized stockiest / authorized dealer of the item (s) quoted, copy of valid authorization certificate of the principals is to be submitted with offer along with price list, if any.
 24. **Recovery of Sum Due:** Whenever any claim against the supplier for payment of any sum of money arises out of or under the order 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 vendor under this or any other order with HCL and should 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.
 25. **Jurisdiction of Courts:** Any cause of action arising out of this contract will be subject to the Jurisdiction of Khetri, District – Jhunjhunu only.
 26. In case, a tenderer submits their quotation, it will be deemed as confirmed / in agreement with the above terms & conditions, if the said tenderer does not give their own terms & conditions.
 27. **“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 shall be disqualified”.**
 28. **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 in voices 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.**

29. **TDS Deduction :**

- i) As per Section 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.
- ii) 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.
- iii) The amount deducted as tax under this section shall be paid to the Government by the 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.**

30. **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 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:

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

Purchase Dept. / M&C

ANNEXURE-II

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

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

Sub: Acceptance of Tender documents.

Tender Reference No: RFQ No.- 10934, PUR-24-MPM-06

Name of Tender / Work: - "HEAD FOR BALL MILL 181"

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 as per your advertisement, given in the 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. I accept entire tender documents/contract agreement.

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)

-
-
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-
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-
-
-

SELF CERTIFICATE FOR LOCAL CONTENT

Tender Reference No: RFQ No.- 10934, PUR-24-MPM-06

Name of Tender / Work: - "HEAD FOR BALL MILL 181"

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 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: _____

**FORMAT OF BANK GUARANTEE FOR THE PURPOSE OF SUBMISSION OF
PERFORMANCE GUARANTEE (PBG)
(On Non-judicial stamp paper of appropriate value)**

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.....date d.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words+ f or.....*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 5% (*).....of the total contract 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... ..2018.....at.....

-

-

WITNESSES:

Signature.....
.....

Signature.....

Name.....
.....

Name.....

Official Address.....
.....

Official Address.....

Designation.....
.....

Designation.....

Bank's Common Seal..... (Attorney as per Power of Attorney)

Signature..... Name.....No.....
.....

Address.....
.....

**PROFORMA OF BANK GUARANTEE FOR THE PURPOSE OF
SUBMISSION OF EARNEST MONEY DEPOSIT / SECURITY DEPOSITE
(On Non-judicial stamp paper of appropriate value)**

To,

Hindustan Copper Ltd.,

.....

.....

.....

Dear Sir,

M/s.....upon being issued the tender document for.....
...under Tender No..... approached us with the request to fu
rnish Hindustan Copper Limited ata Bank Guarantee for Rs.....
.....only (Rupees.....only) towards Earnest Mon
ey deposit. At their request and in consideration of the promises we.....
.....have agreed to give guarantee as hereinafter mentioned.

1. We.....hereby agree and undertake that if in your opin
ion any default is made by the said M/s.....in performing any of the t
erms and / or conditions of the agreement or if in your opinion he commits any breach of a
greement or there is any demand by you against the said M/s.....
.....then on notice to us by you we shall on demand without demur and without refere
nce to the said M/s.....immediately pay to you, in any manne
r in which you may direct, the said amount of Rs.....only (Rupees.....
.....only) or such portion thereof as may be demanded by you not exceeding the s
aid sum and as you may from time to time require. Our liability to pay is not dependent or
conditional on your proceeding against the said M/s.....and
we shall be liable to pay the aforesaid amount as and when demanded by you merely on a
claim being raised by you and even before any legal proceedings are taken against the sai
d M/s.....
2. You will have full liberty without reference to us and without affecting this guarantee, po
stpone for any time or from time to time the exercise of any of the powers and rights confe
rred on you under the contract with the said M/s.....an
d to enforce or to forbear from endorsing any power or rights or by reason of time being giv
en to the said M/s.....which under law relating to sureti
es would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs.....only (Rupees.....
.....from us in manner aforesaid will not be affected or suspended by reason of the fact
that any dispute or disputes have been raised by the said M/s.....
.....and / or that any dispute or disputes are pending before any officer, trib
unal or court.
4. Our guarantee herein contained shall not be determined or affected by the liquidation or
winding up of dissolution or change or constitution or in solvency of the said M/s.....
.....but shall in all respects and for all purposed be binding and operative until
payment of all money due to you in respect of such liability or liabilities.
5. Our liability under this guarantee is restricted to Rs.....only (Rupees.....
.....only). Our guarantee shall be valid up to.....and we are liab
le to pay the guaranteed amount or any part thereof of under the Bank Guarantee only and
only if you serve upon us a claim or demand or a suit / action to enforce a claim under guar
antee is filed against us on or before
6. We have power to issue this guarantee in your favour under Memorandum and Articles
of Association and the undersigned has full power to do under the power of attorney dated
.....granted to him by the bank.

Yours faithfully,

.....

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

To be submitted in Duplicate

—

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></tr></table>									<table border="1"><tr><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></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></tr></table>									<table border="1"><tr><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></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 Signatory

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

Bank's Stamp:

Date:

on the Banks)

(Signature of the Authorized Official fr

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 Co
er 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><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 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 RTGS.

Place:

Date:

Authorized Signatory Signature of the Party/Authorized Signatory

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

Bank's Stamp:

Date:

Authorized Signatory (Signature of the Authorized Official from the Banks)

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---