बिड संख्या/Bid Number: GEM/2026/B/8164647

दिनांक /Dated: 22-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 21:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :panduranga_lm@hindustancopper.com Buyer Email id: bycon7.hcl.malanjkhd@gembuyer.in
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	313000277 BELT RUPTURE SWITCH , 314500028 ZERO SPEED SWITCH WITH SENSING PROBE AND CONTROLLER/TRANSMITTER (i. e. ZSS150/250)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ZERO SPEED SWITCH WITH SENSING PROBE AND CONTROLLER/TRANSMITTER (i.e. ZSS150/250)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• HDMI Switcher
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/**Primary product category**	313000277 BELT RUPTURE SWITCH
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Item wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	313000277 Belt Rupture Switch	3
Schedule 2	314500028 Zero Speed Switch With Sensing Probe And Controller/transmitter (i. E. Zss150/250)	5

313000277 BELT RUPTURE SWITCH (3 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pawan Kumar	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	3	30

314500028 ZERO SPEED SWITCH WITH SENSING PROBE AND CONTROLLER/TRANSMITTER (i. E. ZSS150/250) (5 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pawan Kumar	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	5	30

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

1. **Generic**

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

2. **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

NOTE: - PARTICIPATED BIDDER SHOULD FILL COMPLETE DETILAS AS REQUIRED TO QUAIFIYING IN PRE QUALIFICATION CRITERIA (PQC) AS PER ANNEXURE -1.

PARTICIPATED BIDDER SHOULD ALSO PROVIDE DETILAS AS REQUIRED IN TENDER SPECIAL TERMS AND CONDITION AS PER ANNEXURE -2.

A) Scope of Work:-

Sl.No.	Material Code	Description of Material	Unit	Quantity
1	313000277	BELT RUPTURE SWITCH	NUMBER	3
2	314500028	ZERO SPEED SWITCH WITH SENSING PROBE AND CONTROLLER/TRANSMITTER (i.e. ZSS150/250)	NUMBER	5

B) PRE-QUALIFICATION CRITERIA (PQC):

1. Bidders should have experience of successfully executed supply order (i.e. Purchase Orders Copy along with relevant Tax Invoices or CRAC or successful Completion Certificates or Performance Reports), related to Belt conveyor safety items (i.e. Belt Rupture Switch, Electronic Zero Speed Switch, Pull Cord Switch or Belt Sway switch) during the last Seven years ending prior to month of tendering.
2. Bidders should provide successfully executed supply order documents in PSU, MES, Railways, CPWD, other Government Agencies/Undertakings, Private Company having Company Identification Number OR listed private organisations only.

C) Detail Technical Specification: -

Item 1: BELT RUPTURE SWITCH, Item Code: 313000277

Quantity: (03) Three numbers

Product Certifications:

IS/IEC 60529: IP 66/67

IS/IEC 60947

Company Certification: ISO 9001:2015

Specification:

INFRARED LIGHT CURTAIN-MULTIPLE BEAM TRANSMITTER

INFRA RED-LIGHT CURTAIN MULTIPLE BEAM RECEIVER

TRANSMITTER & RECEIVER ACTIVE SENSING LENGTH 400MM (MINIMUM) & SENSING DISTANCE 3 MTR (FOR 1200/1400 MM CONVEYOR WIDTH)

NO.OF BEAMS: 16(MINIMUM)

SUPPLY VOLTAGE: 230VAC (+/- 10%)

RELAY OUTPUT: 2 NO & 2 NC

MICRO CONTROLLER BASED SMART CONTROLLER FOR TRANSMITTER/RECEIVER

HEAVY DUTY MOUNTING BRACKETS

ENCLOSURE: Cast Aluminium Powder Coated

Enclosure Housing protection: IP 66/IP 67 Nickel Chrome Plated.

TIME DELAY FACILITY IN THE CONTROLLER

ADJUSTABLE NUISANCE TRIPPING

Output Indication: Through LED

Restart: Automatic/Manual

Bypass: Provided for bypass

Max Range: Adjustable up to 3 Meters

Operating Temp : up to 55 Degree

Item 2: Zero Speed Switch/Electronic Speed Switch-with SP , Item Code: 314500028

Quantity: (05) Five numbers for items (A, B & C)

Product Certifications:

IS/IEC 60529: IP 66/67

IS/IEC 60947

Company Certification: ISO 9001:2015

SPECIFICATIONS

A) Control Unit

DUTY: UNDER SPEED SWITCH

SUPPLY VOLTAGE: 110-240V AC

No.of Flags : 4

Flags Bypass delay range :1 –20 sec (min)

Adjustable start up delay:Yes

RELAY: 2NO + 2NC rated for 5Amps at 230VAC

Indication : LED Indications, Green LED for Supply ON, Red LED for Relay, Red LED for sensor pulses O/P

Enclosure : Cast Aluminum with powder coating

Housing :IP 66/IP 67 Nickel Chrome Plated.

B) Sensor Probe

SENSOR PROBE TYPE: INDUCTIVE SENSOR PROBE

Size : M 30 X 65 (min)

Sensing dist : 15 mm (Nominal) +/- 10%

AMBIENT TEMPERATURE: UP TO 55°C

CABLE LENGTH: 3 Core 2 MTR

Speed Range: 50-500 RPM

Bypass delay: 1 –30 sec.

Adjustable start up delay.

C) Sensing Disc/Flag: Required (Large size) –suitable size of flag/disc should be supplied.

D) Special terms & Conditions;

1. Bidder should stick to the specifications provided.
2. Offered item CERTIFICATIONS should be as per details provided along with Detail Technical specifications .
3. Soft copy Product data sheet / Detail technical specification with Certifications/Standards to be provided a long with the offer (Mandatory).
4. Materials offered/Supplied shall remain guaranteed/Warranty by the OEM for 12 Months from the date of commissioning or 18 months from the date of receipt of material at our site, whichever is earlier.
5. Party may be asked for a free visit at our site in case of any trouble faced during commissioning.
6. Tenderer/Bidder may visit at our site or may contact us for any clarification of the specification or better understanding of the required product, before submission of offer.
7. Bidder should agree on all above stated points and send duly signed copy of the same along with the offe r.
8. HCL may terminate/cancel the contract either in full or in part any time at its sole discretion of HCL. Th e contractor will have no claim on HCL due to such termination of the contract.
9. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) shall supersede any other T&C o f Bid document.
10. It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid. Bi dder shall upload certification for the same on their letter head along with the offer. In absence of the certi fication, HCL reserves the right to reject the offer.
11. Bidders to ensure that qualifying documents indicated for all the Pre-Qualification Criteria are submitted al ong with the offer. However, HCL reserves the right to seek historical shortfall documents, which existed o n or before the tender opening date. The shortfall information/documents should be sought only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone ch ange since then. Any historical/pre-existed document as on or before the last date of bid submission can b e treated as shortfall documents for meeting the pre-qualification criteria and other terms & conditions of t he NIT.
12. GeM ePBG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordan ce with **ANNEXURE – 'A'** of Buyer added Bid Specific Terms and Conditions (ATC).
13. Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/con tains all the technical specifications & Commercial conditions mention in our NIT and Buyer Added Bid Spe cific Terms and Conditions.
14. Prices on GeM are inclusive of all cost components i.e. GST, freight, P&F, insurance etc. Any other conditio n mentioned anywhere in the attachment shall be ignored.

15. 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.

16. 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.

17. Bidder to indicate the item wise HSN number in their Part-I (Techno commercial) offer.

18. RISK & COST:

a. The work has to be completed as per the terms and conditions of the work order. In case the Supplier/ Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to forfeit the security deposit and award the contract for balance work to get the job done through other agency at the Risk & Cost of the Contractor.

b. In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system, administrative measures as may be decided by the company including debarment etc.

c. In case the Supplier/ Contractor fails to start the work after award of work order within time frame stipulated in the work order, administrative measures as may be decided by the company including debarment etc.

d. Risk and Expense purchase shall be undertaken by the company in the event of the Supplier/ Contractor failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not permissible. Whenever risk purchase is resorted to, the supplier / contractor is liable to pay the additional amount spent by HCL, if any, in procuring the said contracted services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

e. Notice for execution of order on risk & cost of any Supplier/ Contractor shall be issuedto the defaulting party during valid period of contract. If the defaulting party either fails to start the work within reasonable time OR the progress of the job is poor OR for any breach of contract, the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

After expiry of notice period and on finalization of the alternate goods/ services contract, the un-serviced quantity in the original services contract shall be cancelled and new order should be placed.

19. AMICABLE RESOLUTION:

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations/State Governments/Stat

e PSUs/Public Authority/University under Central & State Government (excluding disputes con cerning Railways, Income –Tax, Customs & Excise Department), such dispute or difference sha ll be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/ 2013-DPE (GM)/FTS-1835 DATED 22-05-2018 and DPE OM dt. 25-07-2024 DPE-05/0002/2023-AMRCD.

20. ARBITRATION

a. Any dispute(s) of difference(s) not more than one croreof any kind whatsoever arising betwe en the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract or its validity or its breach thereof, if not settled mutually, shall be referred by the pa rties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and any a mendments thereof, and the provisions there under, and the award made in pursuance thereo f shall be binding on the parties.

b. The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole Arbitrat or will be appointed by the mutual consent of the parties to the contract, who according to Arb itration and conciliation Act, 1996 and any amendments thereof, will not stand in conflict of int erest with any of the organizations. A declaration to the effect shall be submitted by the Arbitr ator, to guarantee impartiality in the proceedings.

c. 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 o r is incapable of acting for any reason whatsoever, the appointment of arbitrator in his place w ill be done by mutual consent of the Parties to the Contract, who again would not stand in any conflict of interest with both the parties such person(s) shall be entitled to proceed from the st age at which his predecessor left it.

d. The duration of proceedings and the fee structure will be governed by the 1996 Act and any amendments thereof. The venue of the arbitration shall be Malanjkhand, Dist: Balaghat only. T he 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 Dist. Balaghat [MP]. Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.

e. There shall be no Arbitration for disputes involving claims more than Rs.1 crore. Disputes mo re than Rs. 1 Crore as above shall be adjudicated under the Provision of Commercial Courts as per The Commercial Courts Act, 2015 as amended and applicable from time to time.

20. Those bidders who are having pending or ongoing case (in any matter) with HCL/MCP their offer sha ll not be consider for further process and their offer shall be treated as reject.

E) OTHER TERMS & CONDITIONS:

1. **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. Perfo rmance Guarantee in any other format is not acceptable. The Performance Bank Guarantee sh ould 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 Guarante e 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 shal l be released.

2.3 Subject to any deduction which HCL is authorized to make, Performan ce Bank Guarantee shall be released after fulfilling the guarantee / warrant y as per the contractual terms. On breach of a contract by a supplier/contr actor, Warranty Bank Guarantee shall be forfeited/ encashed, whether or n ot 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 acco

unt of such risk purchases.

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ANNEXURE – 'A' Bank guarantee format for Warranty Bank 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.....202_ .....at.....

WITNESSES:

Signature.....

Name.....

Official Address.....

Designation.....

Bank’s Common Seal.....

Attorney as per Power of Attorney

Signature.....

Name.....

No.....

Address.....

Signature.....

Name.....

Official Address.....

Designation.....

ANNEXURE – 1

PRE-QUALIFICATION CRITERIA (PQC)

(To be filled in, signed & stamped and submitted online in techno commercial bid in GeM portal)

PRE-QUALIFICATION CRITERIA (PQC):

Clause No.-	PQC Particulars	Mention detail	Mention Corresponding page No. in Offer
PQC-1	Bidders should have experience of successfully executed supply order (i.e. Purchase Orders Copy along with relevant Tax Invoices or CRAC or successful Completion Certificates or Performance Reports), related to Belt conveyor safety items (i.e. Belt Rupture Switch, Electronic Zero Speed Switch, Pull Cord Switch or Belt Sway switch) during the last Seven years ending prior to month of tendering.		
PQC-2	Bidders should provide successfully executed supply order documents in PSU, MES, Railways, CPWD, other Government Agencies/Undertakings, Private Company having Company Identification Number OR listed private organisations only.		

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ANNEXURE – 2

SPECIAL TERMS AND CONDITION

(To be filled in, signed & stamped and submitted online in techno commercial bid in GeM portal)

SPECIAL TERMS AND CONDITION

Sr. No.		Particulars	Provided information. YES/NO	Mention Corresponding page No. in offer
1		Bidder should stick to the specifications provided.		
2		Offered item CERTIFICATIONS should be as per details provided along with Detail Technical specifications.		
3		Soft copy Product data sheet / Detail technical specification with Certifications/Standards to be provided along with the offer (Mandatory).		
4		Materials offered/Supplied shall remain guaranteed/Warranty by the OEM for 12 Months from the date of commissioning or 18 months from the date of receipt of material at our site, which ever is earlier.		
5		Party may be asked for a free visit at our site in case of any trouble faced during commissioning.		
6		Tenderer/Bidder may visit at our site or may contact us for any clarification of the specification or better understanding of the required product, before submission of offer.		
7		Bidder should agree on all above stated points and send duly signed copy of the same along with the offer.		

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---