बिड संख्या/Bid Number: GEM/2026/B/8174835
दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 17:00:00
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: buycon30.hcl.jh@gembuyer.in
कुल मात्रा/Total Quantity	400
वस्तु श्रेणी /Item Category	High Visibility Warning Clothes (V4) Marked to IS 15809 (Q2)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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

बिड विवरण/Bid Details	
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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 **45** 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	Total value 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.

6. **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.
7. 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.

High Visibility Warning Clothes (V4) Marked To IS 15809 (400 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)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Governing specification	**Product conforms to IS 15809**	Yes
Generic Requirement	**Style of Garment**	Vest
	Sizes of the finished garment	Small, Extra Large
	Type (Depending on the colour for background and combined performance materials)	Type 2 (Fluorescent orange – Red)
	Class (as per clause 4.2 of IS 15809)	Class 2
	Retroreflective Material Construction	Background material along with Retroreflective material

Additional Specification Parameters - High Visibility Warning Clothes (V4) Marked To IS 15809 (400 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Safety Fluorescent jackets	1. The Fluorescent jacket must be designed, manufactured, stitched as per IS- 15809:2017. The fabric content should be 100% polyester (+/-5%). 2.Colour of the Jacket -- Red/Orange. 3.Party should clearly mention the brand, IS no. & detail technical specification of the item in their techno-commercial offer without which the offer could not be considered.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Manjeet Singh	832103,Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103	400	45

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. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   Mines Store, Mosaboni Concentrator Plant,
   Hindustan copper limited/Indian Copper Complex
   Post - Mosaboni
   Dist - East Singhbhum
   Jharkhand-832104
   .

3. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar

proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **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 %.

6. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

7. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

Sub: Procurement of Safety Item for Mosaboni Plant through GeM Portal.

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Dear Sirs,

ON LINE Tenders are invited through above portal from in Two Part Bid system for supply of following materials at our Indian Copper Complex Unit, Post – Moubhandar, Sub-Division-Ghatsila, Dist. East Singhbhum, Jharkhand 832103 :-

Sr. No.	Material Code	Material Description	Unit	Qty.
1	260100047	SAFETY FLOURESCENT JACKET	NUMBER	400

1.The Fluorescent jacket must be designed, manufactured, stitched as per IS- 15809:2017. The fabric content should be 100% polyester (+/-5%).
2.Colour of the Jacket -- Red/Orange.
3.Party should clearly mention the brand, IS no. & detail technical specification of the item in their techno-commercial offer without which the offer could not be considered.
4.One specimen sample of the material is to be provided by the Party before supplying the full quantity for Quality Assurance Purpose.

Important Note to bidders:

(1) Only Payment term 30 days credit after receipt & acceptance of material will be accepted.
(2) Delivery Period: Immediately but within 45 days from the date of receipt of PO.
(3) Inspection of materials at our stores will be final.
(4) Offer must be submitted FOR destination, delivery of materials at our Mine Store,

Mosaboni basis. Supplier shall arrange transporter and deliver materials as freight paid basis.

(5) Price submission by the bidders in the techno-commercial Part-I bid or in their let ter head

shall be summarily rejected.

Terms & Conditions

1. **TERMS OF PAYMENT:** Payment within Interest Free 30 days Credit after receipt and acc eptance of the material at our Stores. “No other payment terms except 30 days credit pay ment term is acceptable. Offers received other than credit payment term of NIT is liable fo r rejection ".
   The company shall release the payment due to the supplier electronically. The e-payment f acility is available under INTERNATE mode through SBI. The supplier shall submit duly filled Bank Mandate form in duplicate with due authentication from their banker along with a co py of cheque to avail e-payment /RTGS facility.

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

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

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

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

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

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

3. **DEBARRED FOR PARTICIPATION IN TENDER:** If the supplier withdraws or modifying th eir offers during the bid validity period or after placement of purchase order or do not exec ute the Purchase Order within the delivery period of backs out, such supplier shall be debarred from participation in future tender of HCL/ICC for next six (6) months. HCL/ICC pr

ocures the materials at the supplier’s risk & cost.

4. **DELIVERY OF MATERIAL:** At Mines Store, Mosaboni Mines, by their own arrangement of transportation, within 45 days from the date of receipt of PO.

5. **MATERIAL DELIVERY ADDRESS:** Store-in-Charge, Mine Store, Mosaboni, Hindustan Cop per Limited, Indian Copper Complex, PO: Mosaboni, Dist. East Singhbhum, Jharkhand-8321 04.
6. **FIRM PRICE:** The quoted price shall remain firm till completion of order with our satisfacti on.
7. **GST:** GST and other statutory levies shall be included in price.

8. **TDS**: Tax under Income Tax Act and Goods and Service Tax Act shall be applicable at the t ime of payment.

9. **THE COMPANY RESERVES THE RIGHT:** to reject the tenders without assigning any reas on whatsoever. The company also reserves the right to cancel the enquiry or extend the du e date without assigning any reason whatsoever. The company also does not take any resp onsibility for party’s delay for submission of online offer. Offers received by post, courier, f ax, open mail shall not be considered.
10. **OPTION CLAUSE:** The company reserves the right to increase or decrease the quantity t o be ordered up to 25 percent of bid quantity at the time of placement of contract. The co mpany also reserves the right to increase the ordered quantity by up to 25% of the contrac ted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
11. **PRICE REDUCTION**: Compensation of loss on account of late delivery/performance shortf all (actually incurred as well as notional) where loss is pre-estimated and mutually agreed t o is termed as Price Reduction. The procuring Entity is allowed to recover loss from the sup plier/ contractor.
    Quantum of Price Reduction: The Procuring Entity may recover from the contractor, as agreed, the Price Reduction a sum equivalent to 0.5 (half) per cent of the prices of any por tion of stores and/or service delivered late, for each week or part thereof of delay. The tota l damages shall not exceed 10 (ten) per cent of the value of delayed goods/service or both. The Price Reduction cannot exceed the above amount of 10% stipulated in the origin al awarded contract value including GST. Financial loss due to delayed delivery/service or b oth should be calculated for claim of Price Reduction.
12. **RISK & COST:** The supply of all the ordered material must be completed within the spe cific period and to the entire satisfaction of the HCL/ICC, the purchaser failing which the purchaser reserves the right to purchase the material from other agency/ source at the sup pliers’ cost and risk in addition to the price reduction stipulated in clause 11.
13. **CLARIFICATION OF SEEKING SHORTFALL DOCUMENTS FROM BIDDERS :** The comp any reserves its right to seek any shortfall information/documents only in case of historical documents that pre-existed on the last date of bid submission, and which have not undergone change since then. It is clarified that any historical/pre-existed documents as on or before the last date of bid submission can be treated as shortfall documents for meeting the pre-qualification criteria and other terms & conditions of the ATC. Historical documents are those pre-existed documents available with the bidder as on the last date of bid submis sion, irrespective of the documents uploaded/submitted by the bidder in the bid submitted.

14. **FORCE MAJEURE CLAUSE:** If at any time during the continuance of this contract, the per formance in whole or in part by either party of any obligation under this contract shall be p

revented or delayed by reason of war, act of hostility of public enemy, civil disruption or sa botage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is giv en by the either party to the other within 21 days from the date of occurrence thereof, neit her party shall by reasons of such event be entitled to terminate this contract nor shall eith er party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract.

Provided also that such performance / execution under the contract should commence as s oon as practicable, after such event has come to an end or ceased to exist and the decisio n of HCL as to whether the performance in whole or in part or any execution under this con tract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract is terminated under this clau se, HCL shall have the liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, bei ng used for the performance of the contract and in the possession of the contractor at the t ime of such termination of such portion thereof as HCL may deem it fit, except such materi als, equipments, etc. that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this Force Majeure clause will cover parties' inability to p erform on account of change in law or imposition of rules or restrictions by the Government .

15. **IDEMNIFICATION:** The supplier will indemnify HCL/ICC for against any liability in respect of any charges payable under any acts of Parliament or State Govt. Rules/ Orders or any re gulations/ Bye Laws made there-under any local authority in respect of the contract within a week.

16. **EXCLUSION OF LIABILITY FOR PAYMENT OF INTEREST:** The Company shall not be lia ble for payment of any interest on the amount that may become payable to the contractor under this contract and matters connected therewith. Only the competent authority of the company can do any waiver of any clause of this contract.

17. **REJECTION AND REMOVAL OF REJECTED GOODS:** If Testing and Inspection reveals th at the goods do not comply with the specifications, they shall be rejected. The rejected go ods will have to be lifted by the supplier at their own cost within a month of receipt of rejec tion advice from HCL.

18. **REPLACEMENT OF REJECTED GOODS:** You will replace rejected goods within 15 days fr om the date of our intimation. In case, it is not done, ground rent as per HCL standard nor m shall be charged.

19. **CANCELLATION/TERMINATION:** Hindustan Copper Limited reserves the right to cancel/t erminate in full or part of the ordered quantity during the currency of the order without assi gning any reasons.

20. Any order resulting from this enquiry shall be governed by the terms and conditions in addition to those mentioned in order. Where counter terms and conditions have been offer ed by the supplier, the purchaser shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser.

21. **EVENTS OF DEFAULT:**

The following events shall be termed as Events of Default:

Does not execute the contract in conformity with the provisions of the contract, or

a) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
b) Fails to carry on and execute the contract to the satisfaction of HCL, or
c) Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any of the above mentioned breach of the contract for fourteen (14) days, after notice in writing is being / shall be given to the contractor by HCL requiring such breach to be remedied, or
d) Abandons the work(s), or
e) During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or
f) Does not perform as per the agreed programme submitted by the contractor.

22. **TERMINATION DUE TO EVENTS OF DEFAULT:**

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

23. **FORECLOSURE OF ORDER IN FULL OR IN PART:**

If at any time after placement of Purchase Order, HCL reserve the right to foreclose or reduce the scope of the purchase order and hence not require the whole or any part of the purchase order during the contract period (need by date) without assigning any reason.
In the event, any such action taken by HCL, the Supplier shall be paid full amount for the up to date quantum of supply executed and billed by the supplier under the relevant item (s) supply of purchase order terms & conditions.

24. **RECOVERY OF SUM DUE:** Whenever any claim arises against the contractor for payment of any sum of money out of or under the order, HCL shall be entitled to recover such sums any time from the contractor under this or any other order of the contractor with HCL. In case the amount of existing bill is not sufficient for recovery of pending dues, the contractor shall pay to HCL the balance remaining dues immediately.

25. **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 Officer-in-Charge and so notified in writing by either Party t

o the other (the “Dispute”) shall in the first instance be attempted to be resolved a micably 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 a nd 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 th e Dispute is not amicable settled within fifteen (15) days of such meeting, either Pa rty 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) abo ve, 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 sh all meet at the earliest as per their mutual convenience and in any event within fift een (15) days of such reference to discuss and attempt to amicably resolve the Dis pute. If the Dispute is not amicable settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance wit h the provisions of Arbitration clause.

26. **ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD):**

In the event of any dispute or difference relating to the interpretation and a pplication of the provisions of commercial Contract(s) between Central Publ ic Sector Enterprises (CPSEs)/Port Authorities inter se and also between CP SEs and Government Departments/Organizations (excluding disputes conc erning Railways, Income-Tax, Customs & Excise), such dispute or difference shall be resolved through the Administrative Mechanism for Res olution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. DPE02/ 0001/2023-AMRCD-FTS-13578 dated 08.12.2025, as amended from time to time. The decision of the AMRCD shall be final and binding on the Parties.

27. **ARBITRATION:**

Any dispute(s) of difference(s) not more than one crore of any kind whatsoe ver arising between the parties out of, or relating to the construction, meani ng, scope, operation or effect of the contract or its validity or its breach ther eof, if not settled mutually, shall be referred by the parties to this contract fo r Arbitration under the Arbitration and conciliation Act, 1996 and any amend ments thereof, and the provisions there under, and the award made in pursu ance thereof shall be binding on the parties.

- The Arbitrator will be appointed within 30 days of reference to the arbitration. A sole A rbitrator will be appointed by the mutual consent of the parties to the contract, who ac cording to Arbitration and conciliation Act, 1996 and any amendments thereof, will not stand in conflict of interest with any of the organizations. A declaration to the effect sh all be submitted by the Arbitrator, to guarantee impartiality in the proceedings.
- In the event of such an arbitrator to whom the matter is originally referred, being tran sferred or has vacated his office because of retirement, or resignation or otherwise or r efuses to act or is incapable of acting for any reason whatsoever, the appointment of a rbitrator in his place will 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) s

hall be entitled to proceed from the stage at which his predecessor left it.

- The duration of proceedings and the fee structure will be governed by the 1996 Act, a nd any amendments thereof. The venue of the arbitration shall be HCL/ICC. The award of the arbitrator shall be final and binding on the parties. Any dispute, which arises at a ny point of time out of arbitration,shall have the jurisdiction of the court of Ghatsila/Ja mshedpur.
- 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.

Disputes which are not covered under para 5 (AMRCD) & 6 (Arbitration)above shal l be referred to the Commercial Courts as per The Commercial Courts Act, 2015.

28. **JURISDICTION OF COURT**: All disputes pertaining to this contract shall be subject to the j urisdiction of GHATSILA/JAMSHEDPUR COURT only.

29. **LIEN:**
The Company shall have a lien on all amounts that may become due and payable to the Co ntractor under this or any another contract/transaction of any nature whatsoever between the Company and Contractor including the Earnest Money and receipt of any debit or sum t hat may become due and payable to the Company or to any one by the Contractor with eit her along or jointly or transaction or any contract whatsoever between the Company and t he Contractor and the Company shall be entitled to deduct the said debit or sum due and p ayable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit wi thout prejudice to the rights and remedies available in the Company.

30. **DEMURRAGE/DETENTION CHARGES:** Demurrage/detention charges or any other claims paid by the company for reasons attributed to the contractor shall be recoverable from the contractor’s account. The decision of the Engineer-in-Charge in this regards shall be final a nd legally binding on the contractor.

31. **NO ASSIGNMENT:** The Purchase Order when placed shall not be assigned to any other ag ency by the supplier.

32. **MSME**
1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid
down under the Public Procurement Policy for MSEs [Order 2012]
2) The condition of prior turnover and prior experience shall be relaxed for Start-up M edium Enterprises [whether MSEs or otherwise] subject to meeting of quality and te chnical specifications of the tender.
3) The parties participating in the bidding shall have to provide documentary evidenc e of being registered as MSMEs to avail benefits available in this segment.
4) Declaration of UAM number by MSE bidders on CPP portal is mandatory, failing whi ch such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

33. **POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**
Those MSEs which are registered with Districts Industries Centers (DICs) / Khadi & Village I

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

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

Out of 25% target of annual procurement from MSEs, a sub target of 4% (Four per cent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs. However, in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 Price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from other MSEs. MSEs participating against the tender should submit necessary documentary evidence for availing the facility of the policy.
The MSEs owned by SC/ST has to submit cast certificate issued by competent authority along with the offer. MSEs owned by SC/ST has to submit caste certificate issued by competent authority along with the offer.

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

i) In case of proprietary MSE, proprietor(s) shall be SC/ST

ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty One per cent) shares in the unit

iii) In case of Private Limited Companies, at least 51% (Fifty One per cent) share shall be held by SC/ST promoters.

34. **CONDITIONS FOR START-UP COMPANIES &STATUP CERTIFICATION FROM DIPP:**
Subject to meeting of Quality and Technical specifications, HCL may consider allowing the participation of ‘’Start up’’ companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

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

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

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

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

36. **RESTRICTIONS UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.
Vide office memorandum ref. No.F.12/1/2021-PPD (Pt.), dated 2nd March 2021, relaxation is provided for the procurement of spares parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) of their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144 (xi) of GFRs 2017.

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

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

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

38. **DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:**

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

39. Any order resulting from this enquiry shall be governed by the terms and conditions in addition to those mentioned in order. **Where counter terms and conditions have been offered by the supplier, the purchaser shall not be governed by them unless spe cific acceptance has been given in writing in the order by the purchaser**.

40. **Acceptance of all the terms and conditions as per ATC should be confirmed.**

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8. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. **Certificates**

   The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

10. **Generic**

    While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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---