

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687721311674

अनुबंध तिथि | Generated Date : 09-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4418931](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Mines विभाग Department : HINDUSTAN COPPER Limited संगठन का नाम Organisation Name : HINDUSTAN COPPER Limited कार्यालय क्षेत्र Office Zone : KOLKATA CORPORATE OFFICE	पद Designation : Assistant Manager Materials and Contracts संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon30.hcl.jh@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, EAST SINGHBHUM, JHARKHAND-832103, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: ED/Unit Head- (ICC) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : CM-Finance	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : Deputy Manager Finance ईमेल आईडी Email ID : pao3.hcl.jh@gembuyer.in जीएसटीआईएन GSTIN : 20AAACH7409R1ZF पता Address: Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, East Singhbhum, JHARKHAND-832103, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 0619180000321758 कंपनी का नाम Company Name : GOLCHHA ENTERPRISES PRIVATE LIMITED संपर्क नंबर Contact No. : 06572291056 ईमेल आईडी Email ID : golchhagroup@gmail.com पता Address : GOLCHHA HOUSE, GOUSHALA CHOWK, JUGSALAI, JAMSHEDPUR, JHARKHAND-831006, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-JH-22-0000197 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 37AACCG7908C1ZQ (B) , 20AACCG7908C2Z4 (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Hydrochloric Acid 35 percent AR Grade pack size 5 ltr ब्रांड Brand : RANKEM/CDH/FINAR/ADVENT ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 2806	50	LITRE	72	NA	3,600
2	उत्पाद का नाम Product Name : Nitric acid AR GRADE 69 percent pure pack size 2.5 ltr ब्रांड Brand : RANKEM/CDH/FINAR/ADVENT ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 2808	50	LITRE	295	NA	14,750
3	उत्पाद का नाम Product Name : Perchloric Acid AR Grade 2.5 ltr Pack 69 percent Pure ब्रांड Brand : RANKEM/CDH/FINAR/ADVENT ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM	10	LITRE	1,131	NA	11,310

	श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 2811					
4	उत्पाद का नाम Product Name : Lead oxide LR SQ EMPLURA Grade pack size 500gm ब्रांड Brand : RANKEM/CDH/FINAR/ADVENT ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 2724	5	KILOGRAM	972	NA	4,860
5	उत्पाद का नाम Product Name : Procelian clay crucible, capacity 50 ml for fire assay analysis parting. ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 6903	15	NUMBER	248	NA	3,720
6	उत्पाद का नाम Product Name : Slica crucible bowl dia-3 Inch 75mm approx 50 ml capacity, Resistant to heat of 900 degree. ब्रांड Brand : infusil/Omsons ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: na एचएसएन कोड HSN Code: 7017	20	NUMBER	675	NA	13,500
7	उत्पाद का नाम Product Name : Gold Standard Solution 1 Thousand ppm 1 Hundred ml for AAS use with certificate and validity minimum of 2 years ब्रांड Brand : finar/VWR ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 3822	100	ML	112	NA	11,200
8	उत्पाद का नाम Product Name : Nitric Acid Supra pure or its equivalent grade purity 69 to 70 percent and Ag and Au less than 1 ppb with its certificate of Analysis ब्रांड Brand : finar/VWR ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: na एचएसएन कोड HSN Code: 2808	500	ML	19	NA	9,500
9	उत्पाद का नाम Product Name : HCL acid Supra pure or its equivalent grade purity 35 to 37 percent and Ag and Au less than 1 ppb with its certificate of Analysis ब्रांड Brand : finar/VWR ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 2806	500	ML	19	NA	9,500
10	उत्पाद का नाम Product Name : Crucible handling long size tong with handel 24 INCH SS ब्रांड Brand : OMSONS ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 8215	4	NUMBER	804	NA	3,216
11	उत्पाद का नाम Product Name : Muffle furnace heat resistant hand gloves for temp 1100 degree ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 3202	5	PAIR	1,986	NA	9,930
	उत्पाद का नाम Product Name : Safety face shield for Fire assay handling temp 1100 degree ब्रांड Brand : Tarsons/Other ब्रांड प्रकार Brand Type : Unbranded					

12	कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: NA एचएसएन कोड HSN Code: 3926	2	NUMBER	2,821	NA	5,642
कुल ऑर्डर मूल्य Total Order Value (in INR)						100,728
परोषिती विवरण Consignee Detail						
क्र.सं. S.No	परोषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : buycon30.hcl.jh@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, EAST SINGHBHUM, JHARKHAND-832103, India	Hydrochloric Acid 35 percent AR Grade pack size 5 ltr	-	50	09-Apr-2024	24-May-2024
		Nitric acid AR GRADE 69 percent pure pack size 2.5 ltr	-	50	09-Apr-2024	24-May-2024
		Perchloric Acid AR Grade 2.5 ltr Pack 69 percent Pure	-	10	09-Apr-2024	24-May-2024
		Lead oxide LR SQ EMPLURA Grade pack size 500gm	-	5	09-Apr-2024	24-May-2024
		Procelian clay crucible, capacity 50 ml for fire assay analysis parting.	-	15	09-Apr-2024	24-May-2024
		Slica crucible bowl dia-3 Inch 75mm approx 50 ml capacity, Resistant to heat of 900 degree.	-	20	09-Apr-2024	24-May-2024
		Gold Standard Solution 1 Thousand ppm 1 Hundred ml for AAS use with certificate and validity minimum of 2 years	-	100	09-Apr-2024	24-May-2024
		Nitric Acid Supra pure or its equivalent grade purity 69 to 70 percent and Ag and Au less than 1 ppb with its certificate of Analysis	-	500	09-Apr-2024	24-May-2024
		HCL acid Supra pure or its equivalent grade purity 35 to 37 percent and Ag and Au less than 1 ppb with its certificate of Analysis	-	500	09-Apr-2024	24-May-2024
		Crucible handling long size tong with handel 24 INCH SS	-	4	09-Apr-2024	24-May-2024
Muffle furnace heat resistant hand gloves for temp 1100 degree	-	5	09-Apr-2024	24-May-2024		
Safety face shield for Fire assay handling temp 1100 degree	-	2	09-Apr-2024	24-May-2024		
विनिर्देश Specification1						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
टिप्पणी Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the						

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विनिर्देश | Specification10

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विनिर्देश | Specification11

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विनिर्देश | Specification12

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions

(ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Generic

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

Store-in-Charge, Central Store, Moubhandar,
Hindustan Copper Limited,
Indian Copper Complex,
Moubhandar,
Dist. East Singhbhum, Jharkhand.

2.3 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.

2.4 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.

2.5 Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**Sub: Procurement of Lab Chemicals for
R&D Department Moubhandar through GeM Portal.**

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	07140000 4	Hydrochloric Acid 35 % AR Grade ,pack size 5 ltr	LITRE	50
2	07170000 3	Nitric acid AR GRADE 69% pure ,pack size 2.5 ltr	LITRE	50
3	07180000 2	Perchloric Acid AR Grade 2.5 ltr Pack 69 % Pure	LITRE	10
4	07160000 3	Lead oxide LR/SQ /EM PLURA Grade, pack size 500gm	KILOGRAM	5
5	07260000 7	Procelian clay crucible, capacity 50 ml for fire assay analysis parting.	NUMBER	15
6	07350009 1	Slica crucible bowl dia-3"(75mm approx) 50 ml capacity, Resistant to heat of 900 degree.	NUMBER	20

7	071300040	Gold Standard Solution 1000 ppm 100 ml for AAS Use with certificate and validity minimum of 2 years up to Dec 2025	LITRE	0.1
8	071700034	Nitric Acid Supra pure or its equivalent grade, purity 69-70% and Ag and Au <1.0 ppb with its certificate of Analysis	LITRE	0.5
9	071700035	HCL acid Supra pure or its equivalent grade, purity 35-37% and Ag and Au <1.0 ppb with its certificate of Analysis	LITRE	0.5
10	073590018	Crucible handling long size tong with handle 24 INCH SS	NUMBER	4
11	263200175	Muffle furnace heat resistant hand gloves for temp 1100 degree	PAIR	5
12	263200176	Safety face shield for Fire assay handling temp 1100 degree	NUMBER	2

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 Central Store, Moubhandar 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 letter head shall be summarily rejected.

Terms & Conditions

1. **TERMS OF PAYMENT:** Payment within Interest Free 30 days Credit after receipt and acceptance of the material at our Stores. "No other payment terms except 30 days credit payment term is acceptable. Offers received other than credit payment term of NIT is liable for rejection ". The company shall release the payment due to the supplier electronically. The e-payment facility 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 copy 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 claim on this account will be entertained by HCL. The GST shall be deposited with the Government 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 succeeding 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 account 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 charged 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 relevant month.”

3. **DEBARRED FOR PARTICIPATION IN TENDER:** If the supplier withdraws or modifying their offers during the bid validity period or after placement of purchase order or do not execute 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 procures the materials at the supplier's risk & cost.
4. **DELIVERY OF MATERIAL:** At Central Store, Moubhandar, by their own arrangement of transportation, 45 days from the date of receipt of PO.
5. **MATERIAL DELIVERY ADDRESS:** Store-in-Charge, Central Store, Moubhandar, Hindustan Copper Limited, Indian Copper Complex, PO: Moubhandar, Dist. East Singhbhum, Jharkhand.
6. **FIRM PRICE:** The quoted price shall remain firm till completion of order with our satisfaction.
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 time of payment.
9. **THE COMPANY RESERVES THE RIGHT:** to reject the tenders without assigning any reason whatsoever. The company also reserves the right to cancel the enquiry or extend the due date without assigning any reason whatsoever. The company also does not take any responsibility for party's delay for submission of online offer. Offers received by post, courier, fax, open mail shall not be considered.
10. **OPTION CLAUSE:** The company 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 company also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
11. **LIQUIDITY DAMAGE (L.D.):** Time is the essence of the contract. Liquidated Damages may be levied against suppliers / contractors in case of delay in supply of material / execution of contract beyond the date of delivery/completion of job specified in Purchase Order / Contract. In case the supplier / contractor fails to complete the supply / work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ half percent per week(1/2%) of the delay subject to a maximum of 10% of the total awarded value of the category (excluding Taxes & duties Tax). L.D. will be recovered from the supplier's / contractor's bills or any other dues of contractor with the company. Extension of delivery / contract period may be granted at the discretion of the Competent Authority. The extension of delivery / contract period when granted shall be subject to the following conditions:
 - a) No increase in price shall be granted if the same takes place during the extended
 - b) Period, despite a variation clause in the order but reduction, if any, shall be availed of.
 - c) Any increase / decrease in taxes and duties on account of statutory increase / decrease fresh imposition of any duties or taxes which take place during the extended period shall be admissible / availed of, provided it GST Set off is admissible against these levies.
 - d) If it is in the interest of HCL to ensure completion of supply / execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delay are not attributable to HCL.
 - e) If the delay in completion of supply / execution of job is attributable to HCL, or due to a Force Majeure event, then Competent Authority may consider waiving of LD, provided the occurrence of the event is informed by notice to HCL, immediately thereof.
12. **RISK & COST:** The supply of all the ordered material must be completed within the specific 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 suppliers' cost and risk in addition to the Liquidated Damages stipulated in clause 11.
13. **FORCE MAJEURE CLAUSE:** If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosion, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to

terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract.

Provided also that such performance / execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist and the decision of HCL as to whether the performance in whole or in part or any execution under this contract 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 clause, 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, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, 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 perform on account of change in law or imposition of rules or restrictions by the Government.

14. **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 regulations/ Bye Laws made there-under any local authority in respect of the contract within a week.
15. **EXCLUSION OF LIABILITY FOR PAYMENT OF INTEREST:** The Company shall not be liable 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.
16. **REJECTION AND REMOVAL OF REJECTED GOODS:** If Testing and Inspection reveals that the goods do not comply with the specifications, they shall be rejected. The rejected goods will have to be lifted by the supplier at their own cost within a month of receipt of rejection advice from HCL.
17. **REPLACEMENT OF REJECTED GOODS:** You will replace rejected goods within 15 days from the date of our intimation. In case, it is not done, ground rent as per HCL standard norm shall be charged.
18. **CANCELLATION/TERMINATION:** Hindustan Copper Limited reserves the right to cancel/terminate in full or part of the ordered quantity during the currency of the order without assigning any reasons.
19. 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 specific acceptance has been given in writing in the order by the purchaser.
20. **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.
21. **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.
22. **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.

23. **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.

24. **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 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.

25. **ARBITRATION:**

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator will be appointed within 30 days of reference to arbitration. A sole Arbitrator will be appointed by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 1996 Act, will not stand in conflict of interest with any of the organizations.

A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings. In the event of such an arbitrator to whom the matter is originally referred, being vacated his office because of resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it. The duration of proceedings and the fee structure will be governed by the 1996 Act. The venue of the arbitration shall be Ranchi only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Ghatsila/Jamshedpur. 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.

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 (excluding disputes relating to Railways, Income -Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 DATED 14th December 2022.

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

27. **LIEN:**

The Company shall have a lien on all amounts that may become due and payable to the Contractor 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 that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable 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 M

oney and the Security Deposit without prejudice to the rights and remedies available in the Company.

28. **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 and legally binding on the contractor.

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

30. **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 Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.
- 3) The parties participating in the bidding shall have to provide documentary evidence 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 which such bidders will not be able to enjoy the benefits as per the Public Procurement Policy for MSE Order, 2012.

31. **POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**

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

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

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 caste 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.

32. **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.

33. **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 mu

st 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 3 B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.

34. 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.

35. 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 registered with 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.

36. 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 if so, give the details and the relationship.

37. 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 specific acceptance has been given in writing in the order by the purchaser.

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

2.7 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.8 Generic:

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

2.9 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.

2.10 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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.