

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687752089887

अनुबंध तिथि | Contract Generated Date : 25-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4112944](#)

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 : Deputy Manager Chemical संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buycon29.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-HCL/ICC वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CM(Fin.)	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

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon29.hcl.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Post- Moubhandar, Sub-division - Ghatsila, Dist-East-Singhbhum, Jharkhand-832103, EAST SINGHBHUM, JHARKHAND-832103, India	Operation and Maintenance Of Electrical Systems/Electrical Installations - Complete System

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : OFA1200001456476 कंपनी का नाम   Company Name : M/S ADITYA SALES CORPORATION संपर्क नंबर   Contact No. : 08603529622 ईमेल आईडी   Email ID : satishjuly03@gmail.com पता   Address : MAIN ROAD GHATSILA, GHATSILA, GHATSILA, East Singhbhum, JHARKHAND-832303, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : udyam-jh-06-0004500 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 20AOHPS3937F1Z1 (B), (R)	

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

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 05-May-2024	सेवा समाप्ति तिथि   Service End Date : 04-May-2025

श्रेणी नाम   Category Name : Operation and Maintenance Of Electrical Systems/Electrical Installations	
बिलिंग चक्र   Billing Cycle: monthly	

विवरण   Description	Quantity (Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Per month quote of the service
Number of dedicated semi-skilled manpower required	2	
Cost of consumable/Material	Consumable to be provided by the buyer, Consumables to be provided by service provider (inclusive in contract cost), Cost of consumable to be reimbursed to service provider on actual	
Working days in a week for unskilled manpower	6 days	
Duty hours of dedicated semi-skilled manpower	8hrs/day	
The Bidder shall be an Indian Proprietary firm,		

Partnership firm or Company registered under respective act(s)	Yes, No		
Status/condition of equipment/machine/system (At the time of bid)	Under Warranty and functional, Under AMC and functional, Functional but outside AMC and Warranty		
Number of Dedicated managerial/supervisory staff required	1		
Working days in a week for skilled manpower	6 days		
Operation And Maintenance Service Is Required For	Complete System		
Duty hours of dedicated skilled manpower	8hrs/day		
Authorization letter from Original Equipment Manufacturer (OEM) indicating Onsite Support must be submitted	Yes, No		
Type of Annual Maintenance Service Provider required	AMC for Operation Maintenance of 33kV Overhead line from Jadugoda grid to Kendadih substation via Rakha switchyard for year 2024 25	1	195252.14
Working days in a week for semi-skilled manpower	6 days		
Duty hours of dedicated unskilled manpower	8hrs/day		
Duty hours of dedicated mangerial/supervisory staff	8hrs/day		
Number of dedicated unskilled manpower required	3		
Working days in a week for mangerial/supervisory staff	6 days		
Cost of spare parts	Spare parts to be provided by the buyer, Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only), Cost of spare parts to be reimbursed to service provider on actual		
Service Provider should not be blacklisted by any Central or State Government or Public Sector Undertaking or Any other Government Agency in India at the time of Bid submission	Yes, No		
The bidding entity should be a profit making one in the preceding three financial years	Yes, No		
Number of dedicated skilled manpower required	3		
Number of months for which Operations & Maintenance service is required during contract period	12		

**कुल राशि (सूत्र) | Total Amount (Formula) :**  
( Per month quote of the service\*Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)\*Number of months for which Operations & Maintenance service is required during contract period )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	2343025.68
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	2343025.68

**अनुबंध की राशि | Amount of Contract**

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	2343025.68
--	------------

**मूल्य विभाजन की पेशकश की | Price Break up offered : [प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक](#) | Price Break up offered Document link**

**एसएलए विवरण | SLA Details**

**SERVICE STC  
SPECIAL TERMS AND CONDITIONS  
FOR OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM/ELECTRICAL INSTALLATION**

**1. Preamble**  
A. All Operation and Maintenance of Electrical System/ Electrical Installation Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:  
I. General terms and conditions for Goods and Services.  
II. Service STC contained in this document  
III. BID / Reverse Auction specific ATC  
B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.  
C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

**2. Objectives and Goal**  
The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:  
 Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.  
 Present a clear, concise and measurable description of services offered to the buyer.  
 Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.  
 To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.  
This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

### 3. Stakeholders

The main stakeholders associated are:

- a. Buyer: The buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.
- b. Service Provider: The service provider is responsible to provide all the required services in a timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller/ supplier/ bidder/ contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the document.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.

### 4. Service Scope

#### 4.1 Introduction

The Operation and Maintenance of Electrical System/ Electrical Installation and its machines and equipment are required by the buyers for smooth working and performance of the Electrical System/ Electrical Installation and its machines and equipment. The work will comprise of regular maintenance/preventive maintenance of various electrical equipments and machines as mentioned by the buyer in the bid documents.

The operations of Electrical System/ Electrical Installation and its machines and equipment will be as per the requirement of buyer and might be required round-the-clock. Regular checking of parameters is required for the smooth operation of the plant. All measures should be taken to operate the plant satisfactorily.

#### 4.2 Scope of Work

- i. The scope of work includes operation (as applicable), servicing, repairing and maintenance of Electrical System/ Electrical Installation.
- ii. Responsibility to maintain Electrical System/ Electrical Installation in a healthy state all the time, to plan and undertake preventive maintenance of Electrical System/ Electrical Installation at regular intervals and attend routine maintenance activity every day and other additional required duties mentioned in the bid.
- iii. Adherence to various obligations as mentioned under service provider obligations

### 5. Terms and Conditions

#### 5.1 Buyer's Obligations

- i. The buyer shall nominate a Nodal Officer/Engineer in-Charge from its organization to coordinate with the service provider to facilitate operation and maintenance of Electrical System/ Electrical Installation
- ii. The buyer shall provide access and adequate space to the authorized personnel of the service provider to work in the specified area.
- iii. If needed the complete layout of site/location/building of Electrical System/ Electrical Installation and also complete diagram shall be provided to the service provider.
- iv. The items not included in scope of the service (i.e., to be provided by buyer), if any, shall be provided by the buyer in a timely manner for smooth running of O&M service.
- v. The buyer must notify to the designated representative of the service provider, as soon as possible after the buyer becomes aware of them;
- a. For any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behaviour/ improper uniform by the personnel.
- b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services
- vi. The buyer can issue instructions as may be necessary or appropriate for the prompt and effective implementation of the services to officials, agents and representatives, of the service provider
- vii. ***Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT.***

#### viii Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

#### 5.2 Standard Service Provider Obligations

- i. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. A complaint escalation matrix is to be provided by service provider.
- iii. The service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
- iv. The service provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff/workers.
- v. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- vi. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.
- vii. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
- viii. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- ix. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.
- x. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- xi. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xii. It is the responsibility of the service provider to disburse wages timely to all its deployed personnel. The buyer has no responsibility in this regard.
- xiii. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by buyer.
- xiv. The service provider shall produce to the buyer the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time or as required by buyer.
- xv. Attendance of man power shall be entered in attendance register on regular basis. The same shall be made available for verification to the buyer/buyer's authorized representative, as and when required.
- xvi. Tax deduction/collection at source for the service provider shall be governed by the prevailing rules.
- xvii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.
  - a. The service provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
  - b. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the service provider.
  - c. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The service provider shall not deploy or shall discontinue deploying such person(s).
- xviii. The service provider shall get the police verification done for all its deployed personnel at site

- xix. The service provider shall ensure medical fitness of all its deployed personnel at site.
- xx. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.
- a. In an event that the service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke a penalty and the buyer shall have the right to recover damages as per the provisions of the contract.
- b. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
- xxi. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the buyer. However, the Workmen/Supervisors can be called upon at any time and they have to work on holidays/rest days also, if necessary, based on the demand of work.
- xxii. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the buyer/ buyer's representative for verification and endorsement, if required.
- xxiii. The service provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the buyer.
- xxiv. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost.
- xxv. The service provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this contract covering the scope of work.
- xxvi. The service provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
- xxvii. The service provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work.
- xxviii. The service provider shall deploy the manpower as mentioned by the buyer in the contract.
- xxix. The service provider shall submit a monthly report and a comprehensive report after each preventive maintenance to buyer/buyer's authorized representative. The format of the report shall be jointly agreed upon at the start of contract between the buyer and the service provider.
- xxx. Deployed man power should be capable of taking up any repair & maintenance work of his area of the system independently. The service provider's supervisor shall ensure that his manpower is available at the site at all times.
- xxxi. In case any loss is incurred by the buyer owing to the negligence or mishandling by the deployed personnel of the service provider, the service provider shall be responsible to make good the losses suffered by the buyer, subject to GTC provisions on limitation.
- xxxii. Any damages caused by the service provider in existing facilities while carrying out the work shall be made good by the service provider to buyer's entire satisfaction at their own risk and cost.
- xxxiii. The service provider shall, at all times, make and keep sufficient copies of the Drawings, Specifications etc. which are required by them to fulfil their duties under the contract.
- xxxiv. The location for reporting shall be provided by the buyer to the service provider.
- xxxv. In case of hazardous nature of work, the service provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.
- xxxvi. The service provider shall provide prior information to the buyer and obtain necessary approvals, for any hazardous material being brought to the site and service provider shall ensure safe and secure storage and usage of such material.
- xxxvii. All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.
- xxxviii. The service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- xxxix. No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the buyer/authority in charge
- xl. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the buyer's premises, the violation will attract suitable penalty.
- xli. The service provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable penalty on the service provider
- xlii. The service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the service provider's own expenses and the buyer will be indemnified for any material/personnel loss of the service provider.
- xliii. Facilities for Workmen
- a. The service provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.
- b. The service provider shall provide at the site adequate supply of drinking water, other water for use and other facilities to meet the statutory requirements.
- c. If any illness of an epidemic/pandemic nature breaks out, the service provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.
- d. The service provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbourhood of the work.
- e. The service provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-service providers/contractors as well.
- f. The service provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the buyer or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair.
- xliv. All spare parts or consumables to be supplied by the service provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the buyer. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating.
- xlv. The service provider shall clearly intimate, well in advance, any special storage/protection requirements for spare parts/consumables under their scope of supply
- xlvi. In case spare parts/consumables are to be provided by buyer, the Service Provider will maintain inventories and follow up with the buyer/authorized representative of the buyer, for regular supplies of such material. The service provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables.
- xlvii. In case spare parts/consumables are to be provided by the buyer, old and used spares/items shall be returned by the service provider to the buyer immediately after completion of job/work.
- xlviii. If the spare parts/consumables issued by the buyer are found to be misused or wasted by the service provider, the service provider shall be liable to pay compensation as may be fixed by the buyer.
- xlix. The service provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.
- l. Insurance: The service provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the service provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of service provider or not, if caused by the action of negligence on the part of the service provider. The buyer will not share any responsibility or liability fully or partly on above. The decision of the buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

### 5.3 Service specific service provider obligations

- i. Taking meter readings of electrical panels/equipment and various other parameters as per directions of buyer and making daily operation log sheets. Dusting of all Electrical equipment /panels on daily basis or as directed by the buyer.
- ii. Checking of Earthing on monthly basis or as directed by the buyer
- iii. As directed by buyer, undertake internal cleaning of all electrical panel with the help of blower, tighten the nuts& bolts in the panel and clean the Air Circuit Breakers (ACBs)/Miniature Circuit Breakers (MCBs.)
- iv. Cleaning /Tightening of all bus bars in Electrical Panels, Cleaning of all cables & nuts, bolts of electrical system/installation as preventive maintenance
- v. Arrangement of shut down of feeders as and when required taking all due precaution and with due permission, except in dire emergency when shutdown becomes unavoidable for safety reasons.

#### **5.4 Safeguarding of proprietary and confidential information**

- i. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.
- ii. Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- iii. Ownership and retention of Documents: Buyer shall own the documents, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the Service Provider shall deliver to buyer all documents provided by or originating from buyer and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost.

#### **5.5 Independent Contractors**

The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

#### **6. SLA Penalties and Termination**

- 1.

S No.	Description of default	Penalty
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Delay in mobilization of resource	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
3.	Non resolution of complaints	If complaint is resolved within the agreed timelines of contract – No penalty If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per hour of delay or as stipulated by buyer
4.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	1 <sup>st</sup> Instance – 0.05% of the contract value and replacement of resource 2 <sup>nd</sup> Instance – 0.1% of the contract value and replacement of resource 3 <sup>rd</sup> Instance onwards – 0.2% of the contract value and replacement of resource The buyer can take further action as deemed fit by competent authority at buyer's end.
5.	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables/spare parts following penalties: 1 <sup>st</sup> Instance - 0.5% of the contract value 2 <sup>nd</sup> Instance - 1% of the contract value 3 <sup>rd</sup> Instance onwards - 2% of the contract value
6.	Downtime of electrical system, machines and equipment due to the fault attributable to the service provider	Penalty and downtime as defined by the buyer
7.	Non-adherence of dress/uniform by the service provider employees or labours or any sub-contractors of the service provider	1 <sup>st</sup> Instance –INR 200 2 <sup>nd</sup> Instance – INR 500 3 <sup>rd</sup> Instance onwards – INR 1000
8.	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees/labours/sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 <sup>st</sup> Instance – 0.5% of the contract value 2 <sup>nd</sup> Instance – 1% of the contract value 3 <sup>rd</sup> Instance onwards – 2% of the contract value
9.	If the employee/manpower of the service provider is absent or takes leave for more than 2 days without informing or taking prior approval of the buyer	Substitute within 2 days failing which, penalty of 0.1 % per day of the contract value of the absent resources up to 15 days. Beyond 15 days, penalty of 0.5% per day of the contract value
10.	Any place supposed to be manned 24 x 7 days and Competent staff not found at any time	INR 2,000 per staff per instance
11.	If cumulative penalties reach 10% of the contract value	Termination of contract

#### 7. Payment Schedule

- i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting penalty amount, if any.

#### 8. Formula Used

##### 8.1 Total:-

Total Price = A\*B\*C

Where,

A = Price Quoted by the service provider (to be quoted by the service provider on per month basis)

B = Number of machines/equipment for which Operation and Maintenance Service is required (to be quoted by the buyer). This should be kept as 1 in case Operation and Maintenance Service is required for complete system.

C = Duration for which Operation and Maintenance Service is required (To be mentioned by the buyer in months)

#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-11-16 09:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Please upload scope of work : [click here](#)
2. Format to be uploaded by buyer for the breakup of components on cost/price offered by Service Provider in the Bid : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Copy Of Certificate Of Incorporation / Registration Under Companies Act 1956 Or Latest Companies Act (for Indian Companies); / Registered Partnership Agreement / Self Declaration For Sole Proprietorship Firm / Registration Document If Organization Is Registered Under Any Other Act Prevailing In India : [click here](#)
2. Financial Statement / Statutory Auditor Certificate : [click here](#)
3. Authorization Letter From Original Equipment Manufacturer (oem) : [click here](#)
4. Certificate (Requested in ATC) : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [BOQ Price Bid](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

10.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

#### 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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

###### 2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Hindustan Copper Limited

Account No.

00000011524102778

IFSC Code

SBIN001484

Bank Name

State Bank of India

Branch address

Moubhandar, Dist. East Singhbhum ,Jharkhand-832103

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

###### 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**Sub: AMC for Operation & Maintenance of 33kV Overhead line from Jadugoda grid to Kendadih substation via Rakha switchyard for year 2024-25**

**Dear Sirs,**

**Online Tenders are invited through above Portal in Two Part Bid system for supply of following services at our Indian Copper Complex Unit, Ghatsila, Dist. East Singhbhum, Jharkhand-832103: -**

<b>Sr.No</b>	<b>Item Code</b>	<b>Description of Job</b>	<b>Unit</b>	<b>Qty.</b>
1	905521609	REPLACEMENT OF OLD DAMAGED AL. CONDUCTOR PIPE WITH NEW ONE, EACH LENGTH 4 MTR. OD 3", WITH AL. CLAMP & TIGHTENING WITH GALV. NUT, BOLTS & SPRING WASHERS, (AL. PIPE, CLAMP, NUT, BOLTS & WASHER WILL BE SUPPLIED BY HCL/ICC FREE OF COST)	NUMBER	15
2	905521615	Supply of complete material of stay set & associated civil job along with fixing of stay wire across H Poles/tubular pipe poles/towers of 33KV O/H transmission line civil job includes excavation of stay pit, fixing of stay rod & their concrete	NUMBER	5
3	905521616	PCC concreting of damaged foundation of H Pole/tower of overhead transmission line. Job includes excavation in any type of soil at base of H Pole/tower, dismantling of damaged concrete foundation, shuttering & PCC concreting mix (1:2:4).	CUBIC METRE	40
4	905520102	CONSTRUCTION OF 3.5 M DEEP EARTH PITS NEARBY H POLE OR TOWER OF OVERHEAD LINE ALONG WITH SUPPLY OF ALL DESIRED MATERIAL FOR THEIR CIVIL JOB AS WELL AS FOR EARTHING CONNECTION WITH H POLE & O/H EARTHING WIRE.	NUMBER	10
5	905521209	REPLACEMENT/CONNECTION /REPAIR OF 7/8" THICK ACSR CONDUCTOR WIRE LOOP (JUMPERS) / CAPACITORS/INSULATORS/ LIGHTENING ARRESTERS ETC ON OVERHEAD STRUCTURE OF 33 KV YARD.	NUMBER	30
6	905521216	LAYING, STRINGING & TENSIONING OF 33 KV OVERHEAD ACSR CONDUCTOR /EARTHING CONDUCTOR AT 10 TO 12 MTR. POLE HEIGHT	METRE	2000
7	905521217	MISC. PREVENTIVE MAINTENANCE /BREAKDOWN REPAIR JOBS OF ISOLATORS AT 4 TO 10 MTR. HEIGHT, BUS BARS, CONNECTION JOINTS/ NUT-BOLTS & SHEET REPLACEMENT/CHANGING OF ACSR WIRE JUMPERS	NUMBER	20
8	905521653	REPLACEMENT, ADJUSTMENT & REPAIR OF BROKEN OR BENT BRACKET OF 33 KV H-POLES (DP)/TOWERS OF 10 TO 12 MTR. HEIGHT	NUMBER	30
9	905521654	STRAIGHTENING OF EVENTUALLY BENT 10 TO 12 MTR. HIGH H-POLES (DP)/TOWERS OF 33 KV LINE	NUMBER	10

10	9055216 55	FABRICATION & FIXING OF CROSS ( X) BRACING/CROSS ARMS & THEIR ASSOCIATED FIXING MATERIALS	Metric Ton	10
11	9055216 56	FABRICATION, FIXING & ERECTION OF H-POLE (DP) FOR OVERHEAD 33 KV LINE ALONG WITH BRACKETS, INSULATORS ON THE POLE & STAY WIRE ARRANGEMENTS CIVIL JOB RELATED TO POLE ERECTION IS UNDER SCOPE OF CONTRACTOR	NUMBER	2
12	9055216 57	FABRICATION OF BRACKETS & THE ASSOCIATED FIXING CLAMPS	NUMBER	20
13	9055208 03	FORMATION ,WEARING & ERECTION OF GUARD WIRE BELOW OVERHEAD TRANSMISSION LINE. GUARD WIRE TO BE BRIDGED ALONG SPAN LENGTH BY THREE PARALLEL WIRES & CROSS WIRE OF APPROX. 3MTR. LENGTH AT A DISTANCE OF EVERY 2 MTR	NUMBER	10
14	9055200 47	DISMANTLING AND REPLACEMENT OF OLD DAMAGED T-CLAMP/U CLAMP/BUSBAR CLAMP/CONNECTOR ETC.WITH NEW ONE AND TIGHTENING WITH G.I NUTS , BOLTS & SPRING WASHER ETC.	NUMBER	25
15	9055200 48	OUTDOOR/INDOOR TYPE END TERMINATION OF 33 KV GRADE XLPE/PILC CABLE BY HEAT SHRINK JOINTING KIT/M-SEAL TERMINATION KIT, SIZE :3 CX 240 TO 300 SQ. MM XLPE/PILC AL.	NUMBER	1
16	9055200 55	Operation & monitoring of 33Kv Rakha Switchyard per month basis	NUMBER	12
17	9055208 21	BUSH CUTTING & TRIMMING OF TREES IN SUBSTATION / YARD / WORKSHOP / FEEDERS/ ALONG HIGH TENSION LINES OF 11KV/33KV	Daily	45
18	9055208 22	REPLACEMENT OF PIN INSULATORS ON OVERHEAD STRUCTURE OF 33 KV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF PIN INSULATORS EPOXY RESIN TYPE	NUMBER	45
19	9055208 23	REPLACEMENT OF DISC/SUSPENSION TYPE INSULATORS ON OVERHEAD STRUCTURE OF 33 KV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF INSULATORS EPOXY RESIN TYPE	NUMBER	50
20	9055208 24	SUPPLY & LAYING OF 33 KV ACSR WOLF CONDUCTOR	KILOMETRE	.5

**Important Note to Bidders:**

1. L-1 will be decided on overall L-1 basis. Price will be firm, fixed and final during the entire execution period of contract.
2. Price submission by the bidders either in hard copy or in the techno-commercial Part-I bid or in their letter head shall be summarily rejected.
3. Only Payment term 30 days' credit (with submission of duly verified bills) will be accepted.

- ed.
4. Bidders must submit their rate for the above line items according to enclosed price submission pdf /price submission excel and to upload in financial bid. Total price should match while submission in GeM as well as submission in pdf file/excel file.
  5. Job Site- At Kendadih Mines, Hindustan Copper Limited, Indian Copper Complex, At Post -Kendadih, Dist.- East Singhbhum- Jharkhand-832303.

**Annexure-I  
(PQC)**

**PRE-QUALIFICATION CRITERIA:**

1. The Bidder must have experience in OPERATION/ MAINTENANCE of 33kV class or more Overhead line/ switchgears/ Substation.
2. The bidder has to submit detailed executed order copy/ copies against OPERATION/ MAINTENANCE of 33KV class or more Overhead line/ switchgears/ Substation in PSUs/Govt. Organizations/ Listed companies.
3. The value of executed work order within last seven year ending last day of the month previous to the date of publication of enquiry as follows,
  - One executed PPO (Order Copy) of value Rs 14.98 lacs.  
OR
  - Two executed PPO (Order Copy) of value Rs 9.36 Lacs each.  
OR
  - Three executed PPO (Order Copy) of value 7.49 Lacs each.
4. Bidder should have a positive net worth as per their latest audited financial statement. Relevant documents evidence including copies of annual report containing profit & Loss statements, Balance sheet for immediate preceding three consecutive accounting years ending March-2022, last date on which the accounting year ends shall be furnished together with the bid. The bidder should have min. average financial turnover of minimum 5.61 Lacs in last three preceding financial years.
5. Documentary evidence in support of above must be submitted along with technical offer without which the offer could not be considered.

Please note, following documents should be uploaded in support of PQC: -

- 1) Balance sheet, Profit & Loss Account duly audited, stamped and signed by CA/CA Firm mentioning

UDIN, FRN and MRN for Financial Year 2019-20, 2020-21 and 2021-22 are to be enclosed.

- 2) Successful Job completion certificate where the reference of work order is mentioned is to be enclosed along with copy of such successfully executed contract for the requisite values of PQC point no 2. a) OR 2. b) OR 2. c).

**Annexure-II  
(SOW)**

**SCOPE OF WORK: Annual Maintenance Contract of 33 KV Over Head Line from Jadugoda Grid to Kendadih Mine etc.**

**I. BRIEF DESCRIPTION OF JOB:**

Sl. No	Item Code	Job Description	Unit	Qty

1	905521609	REPLACEMENT OF OLD DAMAGED AL. CONDUCTOR PIPE WITH NEW ONE, EACH LENGTH 4 MTR. OD 3", WITH AL. CLAMP & TIGHTENING WITH G.I. NUT, BOLTS & SPRING WASHERS, (AL. PIPE, CLAMP, NUT, BOLTS & WASHER WILL BE SUPPLIED BY HCL/ ICC FREE OF COST).	NUMBER	15
2	905521615	SUPPLY OF COMPLETE MATERIAL OF STAY SET & ASSOCIATED CIVIL JOB ALONG WITH FIXING OF STAY WIRE ACROSS H POLES/TUBULAR PIPE POLES/ TOWERS OF 33KV O/ H TRANSMISSION LINE CIVIL JOB INCLUDES EXCAVATION OF STAY PIT, FIXING OF STAY ROD & THEIR CONCR	NUMBER	5
3	905521616	PCC CONCRETING OF DAMAGED FOUNDATION OF H POLE/ TOWER OF OVERHEAD TRANSMISSION LINE. JOB INCLUDES EXCAVATION IN ANY TYPE OF SOIL AT BASE OF H POLE/ TOWER, DISMANTLING OF DAMAGED CONCRETE FOUNDATION, SHUTTERING & PCC CONCRETING MIX (1:2:4).	CUBIC METER	40
4	905520102	CONSTRUCTION OF 3.5 M DEEP EARTH PITS NEARBY H POLE OR TOWER OF OVERHEAD LINE ALONG WITH SUPPLY OF ALL DESIRED MATERIAL FOR THEIR CIVIL JOB AS WELL AS FOR EARTHING CONNECTION WITH H POLE & O/H EARTHING WIRE.	NUMBER	10
5	905521209	REPLACEMENT/ CONNECTION / REPAIR OF 7/ 8" THICK ACSR CONDUCTOR WIRE LOOP (JUMPERS) / CAPACITORS/ INSULATORS/ LIGHTNING ARRESTERS ETC ON OVERHEAD STRUCTURE OF 33 KV YARD.	NUMBER	30
6	905521216	LAYING, STRINGING & TENSIONING OF 33 KV OVERHEAD ACSR CONDUCTOR / EARTHING CONDUCTOR AT 10 TO 12 MTR. POLE HEIGHT	METER	2000
7	905521217	MISC. PREVENTIVE MAINTENANCE / BREAKDOWN REPAIR JOBS OF ISOLATORS AT 4 TO 10 MTR. HEIGHT, BUSBARS, CONNECTION JOINTS/NUT-BOLTS & SHEET REPLACEMENT/CHANGING OF ACSR WIRE JUMPERS	NUMBER	20
8	905521653	REPLACEMENT, ADJUSTMENT & REPAIR OF BROKEN OR BENT BRACKET OF 33 KV H-POLES (DP)/ TOWERS OF 10 TO 12 MTR. HEIGHT	NUMBER	30
9	905521654	STRAIGHTENING OF EVENTUALLY BENT 10 TO 12 MTR. HIGH H-POLES (DP)/ TOWERS OF 33 KV LINE	NUMBER	10
10	905521655	FABRICATION & FIXING OF CROSS (X) BRACING/ CROSS ARMS & THEIR ASSOCIATED FIXING MATERIALS	METRIC TON	10
11	905521656	FABRICATION, FIXING & ERECTION OF H-POLE (DP) FOR OVERHEAD 33 KV LINE ALONG WITH BRACKETS, INSULATORS ON THE POLE & STAY WIRE ARRANGEMENTS CIVIL JOB RELATED TO POLE ERECTION IS UNDER SCOPE OF CONTRACTOR	NUMBER	2
12	905521657	FABRICATION OF BRACKETS & THE ASSOCIATED FIXING CLAMPS	NUMBER	20
13	905520803	FORMATION, WEARING & ERECTION OF GUARD WIRE BELOW OVERHEAD TRANSMISSION LINE. GUARD WIRE TO BE BRIDGED ALONG SPAN LENGTH BY THREE PARALLEL WIRES & CROSS WIRE OF APPROX. 3MTR. LENGTH AT	NUMBER	10

		A DISTANCE OF EVERY 2 MTR		
14	905520047	DISMANTLING AND REPLACEMENT OF OLD DAMAGED T -CLAMP/ U CLAMP/ BUSBAR CLAMP/ CONNECTOR ETC.WITH NEW ONE AND TIGHTENING WITH G.I NUTS , BOLTS & SPRING WASHER ETC.	NUMBER	25
15	905520048	OUTDOOR/ INDOOR TYPE END TERMINATION OF 33 KV GRADE XLPE/ PILC CABLE BY HEAT SHRINK JOINTING KIT/ M -SEAL TERMINATION KIT, SIZE :3CX 240 TO 300 SQ. MM XLPE/ PILC AL.	NUMBER	1
16	905520055	OPERATION & MONITORING OF 33KV RAKHA SWITCHYARD ON PER MONTH BASIS	NUMBER	12
17	905520821	BUSH CUTTING & TRIMMING OF TREES IN SUBSTATION / YARD / WORKSHOP /FEEDERS/ A LONG HIGH TENSION LINES OF 11KV/ 33KV	DAILY	45
18	905520822	REPLACEMENT OF PIN INSULATORS ON OVERHEAD STRUCTURE OF 33 KV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF PIN INSULATORS EPOXY RESIN TYPE	NUMBER	45
19	905520823	REPLACEMENT OF DISC/ SUSPENSION TYPE INSULATORS ON OVERHEAD STRUCTURE OF 33KV OVER HEAD LINES & YARD ALONG WITH SUPPLY OF INSULATORS EPOXY RESIN TYPE	NUMBER	50
20	905520824	SUPPLY & LAYING OF 33 KV ACSR WOLF CONDUCTOR	KILO METER	0.5

## II. SCOPE OF WORK:

**A) Special terms and conditions for maintenance of 33KV overhead line from Jadugoda Grid substation to Kendadih & Rakha mines substation via Rakha switching yard along with maintenance of 11 kV overhead line from Banalopa Substation to River Ghat Pumping station:**

**a) Minimum 02unskilled, 01semi-skilled and 01 skilled (HT license holder) shall be deputed for the per day basis as & when required. The contractor has to increase the required man power to execute the planned / breakdown jobs in time.**

**b) Each pole as well as overhead travelling earthing wire will be connected to earth pit with proper clamping & dressing on the pole. (For Item SL No.6 of the Scope of Work)**

**c) All desired material required for guard wire will be supplied by the Contractor.**

**d) The patrolling job of 33kV Overhead line has to be done in presence of a 33Kv license holder**

**e) Bush cutting, tree branch trimming along the overhead line & cleaning at 33KV Overhead Line from Jadugoda to Kendadih / Rakha Mines S/ S and at 11KV Overhead Line from 33 KV Banalopa S/S to River Ghat Pumping station. Cleaning of surrounding area of installed equipment either by cutting or spreading of chemicals to stop the growth of bushes, which may cause harm to the installed equipment.**

**f) Since this contract is exclusively for maintenance of the OH line from Jadugoda to Kendadih & Rakha Mines (limited up to metering room only) via Rakha switching yard, no man power of this contract shall work inside Mines premises.**

**B) Special terms for Operation & Maintenance of Rakha Switching yard on per month Basis(Item code-905520055)**

**The Operation and monitoring of Rakha 33kV Switching Yard with quality output will be taken care by the party in all the three shifts and 365 days inclusive of Sundays and holidays and closed national holidays. For operation& Monitoring of 33KV Rakha switching yard, High Tension**

n competency certificate and experience in the line is required. So, ONE competent operator with HT license will be required in all the three shifts.

So, 2 Nos skilled, 1 no semi-skilled and 1 no Unskilled (reliever) are required in operation.

Detailed activities:

- 1) Switching operation of 33 kV Breakers in Rakha switching yard in case of tripping or during shutdown or during preventive maintenance.
- 2) Liaising with Jadugoda JSEB S/S during power failure or during shutdown jobs.
- 3) Attending breakdown jobs of 33kV substations during sudden power failure.
- 4) Round the clock presence, monitoring & maintenance of 33 kV installations in 33 kV switching yard of Rakha and Kendadih 33 KV OH line, for safety of vital equipment.
- 5) Keeping daily record, log book in hourly basis and informing Engineering-In charge regarding any abnormal observations.
- 6) There should have an exclusive operative mobile phone round the clock at 33kV yard for communication. Providing SIM card and mobile handset will be the responsibility of the successful bidder.
- 7) Contractor shall have to post 01 (One) Supervisor having adequate HT license, experience and capable of overseeing the jobs as per the Scope of Work.
- 8) The Contractor should also have HT License in 33 kV or more class.
- 9) During a Planned Shut Down/ Breakdown of 33 kV Transmission Lines the supervisor will coordinate with Hindustan Copper Limited, and Jharkhand State Electricity Board.
- 10) Arranging & clearing the Shut Down of the lines & associated switchgear etc. shall be the responsibility of the supervisor. But permission from Engineer-In charge shall be required for any activity of the contract.
- 11) The contractor shall make his own arrangements for transporting/ mobilization of Manpower & Material on "Round the Clock" Basis throughout the year for expeditious execution of work as per the Scope of Work in case of a Planned Shutdown/Breakdown in the 33 K.V. Transmission Lines & attending to regular patrolling of Lines.
- 12) Since the contract is related with 33 kV power, utmost precaution/ safety shall be ensured by the contractor while job execution & all the safety equipment like Safety Shoes, Safety Belt, High Tension Hand Gloves, Raincoat, torch etc. shall be provided to the work force by the contractor at his own cost.
- 13) All work shall be done in accordance with safety rules and in strict compliance with the Central Electricity Authority Regulations. Routine Maintenance & Up-keep of 33kV Switchyard shall be the responsibility of Contractor.
- 14) Entire materials required for Earth pits, stay wire job, PCC Concreting & Guard wire job and their civil jobs related to above work along with their transportation will be in the scope of Contractor.
- 15) Gas cutting Set & Welding Machine for fabrication & fixing job necessary tools & tackles like chain Block, pulley block, come along clamps, nut bolts, U -bolts, all types of clamps like tension clamps, suspension clamps, bracket fixing clamps, ladders etc. will be in the scope of Contractor. Providing DA & Oxygen will be under the scope of Contractor. Arrangement of DG set for carrying out welding jobs at site will be under the scope of contractor.
- 16) Contractor should be well-equipped & resourceful enough so that they could mobilize resources just after getting information of break down even during odd hours.
- 17) Supply of all accessories of suspension insulators like ball, " Y", M-clips, Split pins is in the scope of the Contractor.
- 18) No man power shall be retrenched or added without permission of Engineer-In-charge.
- 19) Painting of pole structures including supply of material as and when required will under the scope of the contractor.
- 20) Locking/fencing arrangement for Isolators will be under the scope of contractor.
- 21) In maintenance jobs at site along the OH line, requirement of DG sets, tractor etc. are required, party has to arrange this at no extra cost. It is included in scope and responsibility of party.

C) Scope of Tools/Transport/Material: Under the Scope of Contractor:

1. Cement, Concrete, and sand shall be arranged by the Contractor for attending to the jobs mentioned in the Scope of Work .
2. All types of clamps like tension clamp, suspension clamp, bracket clamp, pole clamp, U clamp and M.S. Flat. All types & size of bolts, nuts, washer, m-clip, split pin, U bolts of all size, p

in insulator rod, stay wire rod & clamp. All accessories of suspension insulator & pin insulator and other accessories used in Transmission line. This will be as per requirement.

3. You will have to maintain minimum stock of material like brackets, clamps, bolts & nut set etc. as directed by the HCL site engineer. The contractor shall be required to keep following minimum stock of material in their stores:

- a) Nut, Bolts & Washers of various sizes as and when required: 25 Kg
- b) Tension Clamps: 10 Nos.
- c) Suspension Clamps: 10 Nos.
- d) "Y" & "Ball": 10 Nos. each
- e) M Clip: 15 Nos.
- f) Split Pin: 15 Nos.
- g) Bracket Fixing Clamps: 10 Nos.
- h) Stay Rod & Clamp: 10 Nos. each
- i) Three bolted AL PG clamp: 15 Nos.
- j) Three Cell Rechargeable Torch: 01 No
- k) 200 page register for Shift report: 20 No.

4. Other than above mentioned materials and scope, the contractor has to repair/attend/complete any type of overhead line breakdown with all tools and testing instruments.

Annexure-III  
(SCC)

SPECIAL COMMERCIAL CONDITIONS:

- 1) **EARNEST MONEY DEPOSIT (EMD):** - The offer should accompany with an amount of Rs 37,448/- (Rupees Thirty Seven Thousand Four Hundred Forty Eight only) towards Earnest Money Deposit is to be submitted in RTGS/NEFT preferably in favour of "Hindustan Copper Limited" payable at Moubhandar /Ghatsila. Offers without Earnest Money will be rejected outright. Similarly, EMD in any other form will not be accepted. The EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / placement of purchase order/signing of the job contract, whichever is earlier.

However, SSI units registered with NSIC are exempted from payment of EMD against valid documentary proof, which has to be submitted along with Techno-Commercial Bid.

The following are exempted from submission of EMD

(i) Public Sector Undertakings /Govt. Dept/Govt. Institutions

(ii) Micro and Small Enterprises 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 up to the extent of their monetary limit. For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.

(iii) Original Equipment Manufacturers (OEMs).

Our Bank Details is as follows:	
State Bank of India.	IFSC CODE- SBIN0001484
Branch- Moubhandar.	Branch Code- 001484
Dist. East Singhbhum	A/C. No.
Jharkhand-832103.	00000011524102778
Our GST No : 20AAACH7409R1ZF	

- 2) The documents like proof of ESI Registration, if any, PF Registration, GST Registration, and PAN are to be provided by the bidder along with their Techno-Commercial bid.
- 3) **PERIOD OF CONTRACT:** The contract shall be effective for 12 Months from the date of commencement of job.
- 4) **RATES:**
- a) Rates quoted should be Firm and Final and no special clause, terms and conditions should be added in this regard. The rates quoted should be fixed for the entire period of the contract. However, GST will be paid extra as per rules prevailing at the time of execution of order.

b. The Contractor has to arrange his own finances for carrying out the job including supply of equipment to his employees, materials, payment of wages to his employees, etc. Sufficient Supervisors shall be deployed in all shifts to monitor all the jobs of entire plant. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies, which might be applicable to this type of job.

**SECURITY DEPOSIT:**

5.0 The successful bidder, hereinafter called the Contractor shall be required to deposit 10% of the total Work Order value for the contract (Inclusive of all, on overall value) for Security Deposit. Out of this, the initial Security Deposit will amount to 5% of the total Work Order Value is to be deposited in RTGS/NEFT preferably or in the shape of Bank Draft/Bankers Cheque/Bank Guarantee from a Scheduled Commercial Bank (except Co-Operative and Gramin Bank) as Security Deposit within 14 (Fourteen) days of issue of LOI / Work Order, whichever is earlier. The BG shall be valid for **Fourteen (14) Months** from the date of issue of LOI / Work Order, whichever is earlier. The contractor would be required to extend the validity of bank guarantee from time to time to as per provision of the Purchase Order.

5.1 Payment to the contractors shall be kept withheld till receipt of Security Deposit. The payment to the Contractor as per terms of the contract shall be effected only after the required Security Deposit has been submitted by the Contractor.

5.2 The Security Deposit equivalent to the balance 5% of the total Work Order value will be recovered @ 7.5% from the progressive bills of the Contractor.

5.3 The Security Deposit shall bear no interest and refund will be as per provision of the Contract.

5.4 The method of submission of Bank Guarantee is as below:

5.4.1 The bank guarantees issued by the issuing bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).

5.4.2 HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.

5.4.3 The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

Our Bank Details is as follows:	
State Bank of India. Branch- Moubhandar. Dist. East Singhbhum Jharkhand-832103.	IFSC CODE- SBIN0001484 Branch Code- 001484 A/C. No. 00000011524102778
Our GST No : 20AAACH7409R1ZF	

5.4.4 The Successful bidders are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

5.4.5 The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India Branch- Moubhandar (IFSC- SBIN0001484), to aid in the process of confirmation of Bank Guarantee.

5.4.6 The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in Ghatsila / Jamshedpur"

5.4.7 The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Indian Copper Complex at Ghatsila by Speed Post /Registered Post (AD).

5.5 The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

5.6 The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

5.7 Any dues of the Company against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Contractor.

5.8 In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.

5.9 On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company.

5.10 In case of repeat order placed on the successful tenderer, subject to their satisfactory performance, the validity of SD provided for the original order shall be extended suitably by the successful tenderer to cover the additional quantity awarded in the repeat order. The same shall also be applicable in case Option Clause is invoked.

5.11 The Security Deposit should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty o

bligations.

5.12 The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. The Security Deposit shall be forfeited in case the successful bidder fails to honour contractual obligations. Security Deposit shall be refunded to the contractor without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

5.13 Security Clause shall not apply to the: 1) Public Sector Undertakings, 2) Government departments/Government institutions and 3) OEMs.

6) **TDS:** Tax under Income Tax Act and Goods and Service Tax Act shall be deducted wherever applicable at the time of payment.

7) **MANAGEMENT'S RIGHTS:**

i) The Company reserves the right to reject/accept any part or full tender.

ii) The Company reserves the right to award the work to eligible party either in full or parts thereof. The decision of the Company is final and binding.

iii) The Company reserves the right to change the specifications at any stage.

iv) In the event the Contractor is unable to provide required number of skilled and unskilled labour or withdraws after the issue of LOI by the Company but prior to submission of SD, any amount due with the Company will be withheld, besides initiating appropriate action.

8) **COMMENCEMENT OF WORK:**

The Contractor, to whom the work is awarded, will be required to commence the work with the labour so approved by Head of HR-Kendadih Mines, after completion of training under Safety Rules. The Contractor will be required to commence the work as stipulated in the Work Order/LOI, whichever is earlier or as directed by the HCL/ICC. However, the job is to be started after submission of requisite amount of Security Deposit.

9) **MEDICAL CHECKUP:**

The Contractor has to provide the medical examination certificate of the Contractor's employees as per provisions of Bihar/Jharkhand Factories Rules, 1950 in the prescribed pro forma either from ICC Works Hospital, Moubhandar or any Govt. hospital before commencement of work. The medical examination of the contractor's employees can be carried out at HCL/ ICC hospital on chargeable basis as per the rule of HCL/ICC hospital.

10) **PAYMENT:**

The Contractor shall submit the bills in triplicate with enclosures (i.e. Previous month's salary disbursement proof, Muster roll, PF ECR Challans, ESI deposit Challans), on monthly basis of subsequent months to Engineer In Charge. Engineer In Charge will submit the bill to Head HR Kendadih Mines. Head HR- Kendadih Mines, after verifying that the contributions of the workers have been deposited by the contractor, shall forward the PF ECR Challans and ESI deposit Challans along with the wage bill and the covering certificate to Finance department along with bill.

The payment thereon shall be released by e-payment/RTGS payment within 30 days of presentation of bills complete in all respects. However, the statutory deductions like Income tax, etc. shall be made before making the payment.

It is important to note that the payment of wages should be made to the personnel deployed by the Contractor within the seventh day of the month, succeeding the month for which the wages are payable, without waiting for the receipt of payment of the wage bill from HCL/ICC.

11) **GST COMPLIANCE:**

"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."

12) **LOSS OR DAMAGE TO PROPERTY:**

**Any loss or damage to the property of HCL by the Contractor will be charged from the contractor's bills.**

13) **CONTRACT SUB- LETTING:**

**Sub-letting of the contract to any third party / agency will not be permitted.**

14) **HCL'S DISCRETION:**

**HCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever.**

15) **RISK & COST:**

a) In case the Contractor fails to execute the work as per the terms & conditions of the awarded work order after start of work, the Company reserves the right to award the contract for balance work at the Risk & Cost of the Contractor.

b) In case the bidder backs out after the bid opening after the opening of Techno-Commercial bid/Price bid in two bid system. They will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.

c) In case the Contractor fails to start the work after award of Work Order within the time frame stipulated in the Work Order, suitable penal actions will be taken against Contractor as decided by the Company, including debarment, etc.

**16) DEDUCTION OF P.F. & ESI:**

The Contractor shall comply with the provision of Employees Provident fund and Miscellaneous Provisions Act, 1952 and Scheme and rules etc., and Employees State Insurance Act, 1948, Rules and Regulations, etc. framed thereunder and all other laws of the land applicable to the employees of the Contractor. However, PF will not be payable to the contract-labours aged more than sixty (60) years.

The Contractor shall file the electronic return of PF and ESI and submit proof of payment of both the employer's and employees' contributions every month (preferably at Jamshedpur). (PF has to be remitted by 15<sup>th</sup> and ESI by 15<sup>th</sup> of the succeeding month). Contractor shall submit the challans along with copy of a self-certified list of contract workers (bearing their names and PF No./UAN and ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.

The Contractor shall at all times indemnify the Company against all claims, damages, compensation, etc. that might be paid or become payable by the Company under the said Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and all other labour, industrial and other laws of the land applicable to the employees engaged by the Contractor. However, no ESIC & Bonus will be paid to the contract-labours where monthly minimum wage exceeds Rs 21000/-

**17) P.F. & ESI REGISTRATION:**

The Contractor shall mention PF Registration No. issued from P.F. Authorities & ESI Registration No. by the ESI Authority and provide photocopy of the same with the Technical bid.

**18) DEDUCTION OF INCOME TAX:**

Income Tax under Section 194 (c) of I.T. Act or as applicable from time to time shall be deducted at source from the bills of the Contractor.

**19) CENTRAL & STATE GOVT. ACTS:**

The Contractor shall abide by all the Acts and Regulations relevant to this work, of Central and State Govt. and Rules framed there under from time to time and also be responsible for any compensation / claim/ penalty payable as a consequence due to any accident / default or any other reasons whatsoever.

**20) STATUTORY OBLIGATIONS:**

The contractor shall have to comply all rules and regulation under Mines Act, Mines Rules Metalliferous Mines Regulation/Factory Act and Rules, such as provisions related to Leave with wages, Health & Safety, etc. and various States/Central Govt. Acts, etc. applicable from time to time while working in underground mining areas/surface areas and factory areas. The said provisions are illustrative only and not exhaustive. The Contractor will ensure all safety measures during the operations. The Contractor will be solely responsible for all consequences arising out of and during operation of the contract including payments/ compensation, etc. to be made under the various statutes / acts of State or Central Govt. etc. issued there under.

HCL will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Fund and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Workmen's Compensation Act, Bonus Act, etc. It will be the Contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the contract work. Receipt of any complaints on this ground will be viewed seriously. It is expressly understood that the manpower deployed by the Contractor are not on the rolls of HCL and no legal relationship of whatsoever subsists between HCL and such personnel employed by the Contractor.

This being a job contract, the personnel engaged by the Contractor and deployed by him at HCL premises will in no way be deemed as working under employment of HCL and there shall not exist any employer-employee relationship between HCL and the Contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with HCL either in respect of wages/salary or such other statutory benefits or compensation, etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen's Compensation Act or any other law in force. The Contractor shall obtain an appropriate/adequate Policy, i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme, etc. under the relevant rules/laws of the Central/State Governments. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and HCL will have no responsibility, whatsoever.

**21) SECURITY REGULATIONS:**

The Contractor shall issue photo identity cards duly certified by HR-(Kendadih Mines) department of all contract labour, who will be instructed by the Contractor or his representative to carry the same at all times during the duty. The Contractor's Supervisor/s will also identify their employees and regulate entry at gate at the time of entering and leaving the Works. All the persons engaged on the job shall be subject to security check by Security Officials on duty.

**22) WAGES TO THE LABOURER**

The Contractor will abide by laws with the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 etc. and also provisions of any other law as may be applicable from time to time. All payment to be made to the contract labour shall be paid through bank account only and submit the proof thereof. Cash payment will not be allowed under any circumstance. As such the Contractor should submit the bank account number of his labours so engaged by him to Head of HR-(Kendadih Mines) department.

Payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each person.

The payment of wages should be made to the personnel deployed positively within 7<sup>th</sup> day of the succeeding month for which the wages are payable. Wage period shall

be from 1<sup>st</sup> day of the month to the last day of the month. The payment of wages shall not be subject to payment against the Contractor's bills by HCL.

The Contractor shall submit bank statements in support of such payment immediately on remittance of the funds. If for any reason payment of wages due to the labour has to be made in cash, it must be made in the presence of an authorized representative of the Company as per the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, 1971. Wage registers as per Labour Laws shall be compulsorily maintained by the Contractor, which should be available for inspection at any time by the HCL officials or their authorized representative, or any other statutory authorities.

**23) SAFETY OF THE LABOUR:**

The manpower supplied by the Contractor will work under the supervision of Contractor or his representative. Any injury/accident occurred at work place shall immediately be reported to the Safety Manager of HCL/ICC and the site in charge of the Contractual agency with the parallel arrangement to send the injured labourer to any Hospital or at HCL/ICC, Moubhandar Works Hospital for medical treatment. The charges of such medical treatment will be borne by the Contractor.

The Contractor must take full responsibility of safety of the labour deployed by him for the work and HCL property during the period of the contract.

The Contractor has to supply Personal Protective Equipment (PPEs) to the labour, such as hand gloves, safety helmets, safety shoes, safety belt, goggles Heat proof Apron and other safety appliances as per the requirement at the working places duly certified by the Safety Appraisal Committee of ICC Works. In the first month of the execution of the Work Order the Contractor has to provide the above items to his workers and provide an undertaking in this regard to the Safety department.

The Contractor has to ensure use of safety appliances by their workmen while at work. In case Contractor's workers are found without proper safety appliances while execution of the work, suitable penal action will be taken.

**24) ABSOLUTE INTEGRITY OF THE CONTRACT:**

The Contractor and his persons shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of HCL/ICC including theft of Company's property by the Contractor or any of his persons, the contract shall be terminated / suspended without any notice and the balance work shall be executed through alternate sources at the risk and cost of the Contractor. In the event of suspension / termination of the work the Contractor shall not raise any claim for the period of suspension / termination, nor shall the Company (HCL/ICC) be liable to pay for it.

25) The Contractor's personnel shall not divulge or disclose to any persons any details of office, operation process, technical know-how, security arrangements and administrative/organizational matters as all are confidential in nature.

**26) ESI COMPLIANCE:**

All contractors shall comply with The Employees' State Insurance Act, 1948. Before starting the job contractor shall furnish the ESI Registration and Code number. Every month having deposited ESI contributions contractor shall furnish a copy of challan to the company.

The contractor shall ensure making arrangement of transportation for taking his labour for medical treatment to an ESI hospital or any other hospital. If treatment is provided at a hospital other than ESI hospital contractor shall bear the expenses himself. The company shall not reimburse any such expenses to the contractor.

Claims for compensation for incidences like medical, disablement and death of his employees shall not be paid by the company. The total liability for this shall be that of the contractor under the provisions of ESI Act 1948 and Rules.

**27) 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.

**28) GST, AS APPLICABLE:**

GST as applicable will be paid extra by HCL if claimed in the bills. No subsequent claim on this account will be entertained by HCL. The Contractor should have a GST Registration number.

**29) No persons below 18 years of age shall be allowed to work as per The Mines Act and Bihar/Jharkhand Mines Rules.**

**30) The Contractor shall ensure the regular full time supervision and control by the Contractor himself or by his Supervisor/s(at his cost) for supervision of jobs entrusted to deployed workmen in respective areas of Kendadih Mines who will monitor execution of the jobs, comply with the instructions and attend to the complaints if any, maintain all the registers, including attendance records along with normal duty hours and extra hours of working personnel, which will be verified/certified by the respective Operating Authorities, and must be available at Site Office. The Supervisor/s will act as an effective link between HCL officials and the contractual agency on day to day basis.**

Jobs shall have to be carried out by deployed workmen in accordance with advice of designated officers of Kendadih Mines to enable the production in Works to remain uninterrupted. However, the Contractor's Supervisor will have to execute the work through their employees according to the requirement, need and instructions of the designated officers of HCL/ICC. It is clarified that if HCL/ICC is not satisfied with the services / conduct of any of the deployed per

sonnel, the same shall be brought to the notice of the supervisor and the said personnel shall be replaced immediately to the satisfaction of HCL/ICC. HCL/ICC reserves the right to review performance of the deployed personnel and recommend location of posting/shift. HCL/ICC also reserves the right to review the performance of the Supervisor from time to time and request replacement of the supervisor if performance is found unsatisfactory.

31) **OFFICE:** The Contractor shall provide and maintain an office at the site and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall be equipped with telephone and computer having internet connection, printer, etc. so that relevant information could be maintained / generated and made available in soft / hard copy.

32) **ENGINEER -IN-CHARGE/OFFICER-IN-CHARGE:**

Name of E-I-C-Swapan Mukherjee, Designation-Assistant Manager (Electrical), Mobile No.-62 05473918, Email Id- [swapan\\_m@hindustancopper.com](mailto:swapan_m@hindustancopper.com) at ICC at ICC will act as the Engineer-in-charge(E-in-C) /Officer-in-charge (O-in-C) of the Contract. The Contractor shall meet the E-in-C/O-in-C periodically and keep in communication with him for smooth and effective functioning of the work. The Contractor shall directly report to E-in-C/O-in-C of the contract, in case of any difficulty and follow his orders and directions.

33) **VERIFICATION OF CHARACTER AND ANTECEDENTS:**

The Agency shall keep proper record of all the documents regarding character and antecedents etc. of the personnel engaged by him and as and when required, the successful bidder shall submit the same to the Officer-in-charge for necessary verification.

34) **DRAWINGS:** Drawings if any supplied to the contractor, are the property of HCL's Unit at Indian Copper Complex and shall be returned to the company after completion of the contract.

35) **NO ASSIGNMENT:** The order when placed shall not be assigned to any other agency by the supplier

36) **REGISTRATION OF UDYOG AADHAR MEMORANDUM (UAM) NUMBER:** Bidders who have their UAM number by Ministry of Micro Small and Medium Enterprises (MSME), should declare their UAM Number on Government e Marketplace Portal (GeM), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order,2012 for the tenders invited electronically through GeM. MSME bidders, who have registered their UAM number with GeM, should submit proof of the same along with their offer for availing the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012, issued by MSME.MSEs owned by Scheduled Cast (SC) / Scheduled Tribe (ST) Entrepreneurs should also submit proof of the same along with their offer for procurement earmarked for MSEs owned by SC/ST.

In case MSME bidder has registered in Udyam Registration (UR) Portal, registration details is to be submitted along with their techno-commercial offer.

37) **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.

38) **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/ 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 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.

**39) CONDITIONS FOR START-UP COMPANIES & STARTUP 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.

**40) 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.

**41) RESTRICTION 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 2<sup>nd</sup> 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.

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.

**42) DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:**

It is compulsory for a bidder to declare whether the proprietor/ partner/ Director of the firm has

as any relation with any employee working in the Units concerned or Director of HCL and if so , give the details and the relationship.

**Annexure-IV  
(GCC)**

**I) GENERAL TERMS & CONDITIONS OF THE CONTRACT:**

The following must be complied with during execution of the work: -

**1. ATTENDANCE RECORD OF CONTRACT WORKERS:**

The Contractor should maintain an Attendance Register in respect of the contract labourers deployed by him in that department. The Contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form D as per Contract Labour (Regulation & Abolition) (Central) Rules, 1971.

**2. WAGE RECORD OF CONTRACT WORKERS:**

The Contractor should maintain a Wage Register against each Work Order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form B as per CL (R&A) Central Rules 1971. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month. The Contractor shall pay wages not later than 7<sup>th</sup> of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

**3. COMPLIANCE OF PF AND ESI DEDUCTIONS:**

The Contractor shall ensure the compliance under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Scheme etc. and Employees State Insurance Act, 1948, Rules and Regulations, etc.

Contractor shall be solely responsible for non-payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act, etc.

**4. Contractor shall ensure payment of ESI contributions under ESI Act, 1948 and provide ESI membership (IP) number of each employee before commencement of work.**

**5. The liability for any compensation on account of accident/ injury sustained by an employee of the Contractor will be exclusively that of the Contractor.**

**6. STATUTORY REGISTRATIONS AND CLEARANCES:**

Contractor shall commence the work only after obtaining the following: -

a. Labour License if required.

b. Provident Fund Code no.

c. ESI Code no.

d. GST Registration no.

e. Notice of commencement of work in Form VII & Maintain Register of workers in Form-A.

**7. The Contractor is supposed to work on job contract basis and as such there will not be any separate payment for working on Sundays or other gazetted / national holidays, etc. and the same is to be included in the monthly charge claim in the tender by the Contractor.**

One day's extra wages shall be paid to such labour who are deployed for duty on days of holidays declared by the Company, including National Holidays.

**8. HCL, ICC shall not be liable for any damage or compensation payable at law in respect of or in consequence of any accident or injury to any accident or injury/death to any workmen or other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.**

**9. The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed workmen and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to by the Contractor, during the execution of work.**

**10. In case of injury to the labour during the course of actually performing Company's work, first-aid will be provided free of cost at Moubhandar Works and doctor's consultation will be provided by the HCL on chargeable basis at Moubhandar Works Hospital. The HCL will have no liability to bear the cost of treatment.**

**11. It will be the exclusive responsibility of the Contractor to make lawful payments to the workers. The Contractor shall have to obtain the signature or thumb impression of the worker concerned against the entries relating to them on the register of wages or muster roll-cum-wage register, as the case may be, and the entries shall be authenticated by the initials of the Contractor or his authorized representative and shall be duly certified by the authorized representative of the principal employer.**

2. It will be the Contractor's responsibility to maintain all records, registers in accordance with the provisions of Contract Labour (Regulation & Abolition) Act and Rules made there under and other statutory laws.

3. If required, the Contractor should obtain a valid labour license for the actual number of workmen employed, as per Contract (Regulation & Abolition) Act, 1970 issued by Competent Government Authorities and submit a copy of the same to HR- (Kendadih Mines) before starting execution of the work.

**4. INDEMNITY:**

The Company shall have no liability whatsoever concerning the labour/staff deployed by the successful bidder for the purpose. The successful bidder shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of labour by them during entire run of the contract. In case of theft or losses or pilferage of Company's property, due to negligence or carelessness of the labour, a joint enquiry represented by both ICC and the Contractor will be held and findings thereof shall be submitted to the Unit Head, whose decision shall be final and binding on both the parties.

5. SITE CLEARANCE:

Site clearance on completion of each and every job, work site has to be cleared in all respects to the satisfaction of E-in-C/O-in-C immediately after completion of jobs. Unwanted materials have to be shifted from the site as would be directed by E-in-C/O-in-C.

6. SPECIAL WAGE:

**A sum of Rs.10.00 per day of attendance as Special wage over & above the minimum wages applicable to the contract labour is to be paid. The special wage will not attract P.F. , Bonus ,Service Charge paid to contractors or any other consequential payments. A Sum of Rs. 10.00 per day of attendance as special allowance will be applicable to the workers who are employed on a salary or wages not exceeding Rs.21, 000/- per month basis (maximum ceiling).**

1) CLAUSES PERTAINING TO LEGAL ASPECTS.

STANDARD LEGAL CLAUSES:

LIQUIDATED DAMAGES:

**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 contractor fails to complete the work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ half percent per week of the delay subject to a maximum of 10% of the total awarded value of the category (excluding GST). L.D. will be recovered from the 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:**

- i. No increase in price shall be granted if the same takes place during the extended period, despite a variation clause in the order but reduction, if any, shall be availed of.
- ii. 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 is GST creditable / Set off is admissible against these levies.
- iii. 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.

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.

EVENTS OF DEFAULT:

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the contract or if it, in the opinion of HCL:

- a) Does not execute the contract in conformity with the provisions of the contract, or
- b) Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or
- c) Fails to carry on and execute the contract to the satisfaction of HCL, or
- d) 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 has been given to the contractor by HCL requiring such breach to be remedied, or
- e) Abandons the work(s), or
- f) 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
- g) Does not perform as per the agreed programme submitted by the contractor.

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.

4. FORECLOSURE OF CONTRACT IN FULL OR IN PART :

**If at any time after acceptance of the Tender, HCL shall decide to foreclose or reduce the scope of the work(s) and hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give 10 days notice in writing to that effect to the contractor, provided that:**

**In the event, any such action is taken by HCL, the contractor shall be paid full amount for the up to date quantum of work executed at work site as per billing schedule under the relevant terms of work under this contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the work to the full extent because of the foreclosure.**

5. FORCE MAJEURE EVENTS:

**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, 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 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 u**

nder 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 u used, 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, eq uipments, 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.

**AMICABLE RESOLUTION:**

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

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 Disput e is not amicable settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

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 amicable settled within fifteen (15) days of such meeting between the t wo, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

**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 contractor its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract f or 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 w ill 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 organizati ons. 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 re ason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person t o 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 predecess or left it.**

**The duration of proceedings and the fee structure will be governed by the 1996 Act. The venu e 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 the re under and the statutory modifications thereof shall govern such arbitration Proceedings an d 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 Enterprises (CPSEs)/Port T rusts inter se and also between CPSEs and Government Departments/Organizations (excludin g 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 DP E OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.**

**JURISDICTION OF COURT:**

**All disputes pertaining to this contract shall be subject to the jurisdiction of Ghatsila/Jamshedpur Court only.**

**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 t he 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 Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

**2.6 Payment:**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**2.7 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Hindustan Copper Limited

Account No.

00000011524102778

IFSC Code

SBIN0001484

Bank Name

State Bank of India

Branch address

Moubhandar, Dist. East Singhbhum ,Jharkhand-832103

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.8 Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.