

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-11-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Hindustan Copper Limited
संगठन का नाम/Organisation Name	Hindustan Copper Limited
कार्यालय का नाम/Office Name	Kolkata Corporate Office
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - 5 Years Comprehensive Annual Maintenance Contract (CAMC) for Calibration of Ventilation Survey Instruments as Use in MCP Underground Mines; Ventilation Survey Instruments; Comprehensive Maintenance Contract..
अनुबंध अवधि /Contract Period	5 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	11 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3337040
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	66700

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Chief Manager, (Sys.) - M&C
Hindustan Copper Limited, Malanjkhand Copper Project, Ministry of Mines
(Mahesh Sharma)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE BREAKUP - [1762164592.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1762164600.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1762164606.pdf](#)

Product/Equipment Details:[1762164615.pdf](#)

Customized AMC/CMC For Pre-owned Products - 5 Years Comprehensive Annual Maintenance Contract (CAMC) For Calibration Of Ventilation Survey Instruments As Use In MCP Underground Mines; Ventilation Survey Instruments; Comprehensive Maintenance Contract.. (12)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	5 Years Comprehensive Annual Maintenance Contract (CAMC) for Calibration of Ventilation Survey Instruments as Use in MCP Underground Mines
Product Brand	Ventilation Survey Instruments
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	As per NIT
Manpower Required	No
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Sharma	481116,Malanjkhand Copper Project, Dist- Balaghat, Madhya Pradesh- 481116	12	<ul style="list-style-type: none">Number of months within the contract period for which service is required : 3

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

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

8. PERFORMANCE SECURITY (SECURITY DEPOSIT)

8.1 The successful Tenderer shall deposit an amount equivalent to 10% of the total Contract/ Work Order value including GST.

8.2 Out of this, the initial Security Deposit will amount to 5% of the total Contract/ Work Order value including GST. The Initial Security Deposit is to be deposited by the successful Tenderer within 30 (Thirty) days from the date issue of Letter of Intent/Work Order, whichever is earlier, in the form of Insurance Security Bond/ /NEFT/RTGS/Fixed Deposit Receipt/Bank Guarantee (on HCL's format) from a Scheduled Commercial Bank except Co-operative and Gramin Bank for Goods/Services/Works/EPC Contracts. In case of Bank Guarantee, it has to be as per HCL's prescribed format.

8.3 The Security Deposit equivalent to the balance 5% of the total Contract/ Work Order value including GST will be recovered from the progressive bills of the contractor @10% from each RA Bill. However, after every six months, 50% of the accumulated retention money can be refunded to the contractor against submission of equivalent amount of Bank Guarantee (BG) from scheduled commercial bank.

8.4 HCL is at liberty, after having given fourteen (14) days written notice to the contractor, to realize and/or for unsatisfactory performance of the contract or any clauses thereof.

8.5 The above security amount shall remain fixed during the entire period of the contract irrespective of any decrease/increase in the value of contract due to any reason like increase/decrease in labour wages, price indices, change order, etc., during the execution of the contract.

8.6 In case the Security Deposit is furnished by way of Bank Guarantee, it must be initially valid for the entire contract period plus Defect Liability Period (DLP) plus 60 days beyond the date of completion of all contractual obligations.

gations of the Contractor/contractor, including warranty obligations.

8.7 A penal interest @18% per annum shall be collected from the bidders on a pro-rata basis on account of any delay towards submission of SD/ Bank Guarantee amount after the assigned period of 30 days.

8.8 Only after submission of SD, the EMD of Successful Bidder will be refunded.

8.9 Payment of Contractor will be withheld until receipt of Performance Security/ Security Deposit.

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

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

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

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

State Bank of India as Advising Bank of HCL

Name and Details of Beneficiary	I	Name	Hindustan Copper Limited
	II	Address	Tamra Bhawan 1, Ashutosh Chowdhury Avenue, Kolkata 700019
	III	Area	Kolkata 700019
	IV	Name of Bank	State Bank of India
	V	Bank A/C No.	10373633348
Beneficiary's	I	Name of Bank	State Bank of India
Advising Bank, Branch and Address for BG Confirmation through SFMS	II	Name of the Branch of the Bank	CAG Branch Kolkata
	III	MICR Code	700002199
	IV	IFSC Code	SBIN0009998
	V	Address of the Branch of the bank	34, J L Nehru Road, Reliance House, Kolkata 700071

Contractor to note 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.

The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, CAG Branch Kolkata (IFSC- SBIN0009998), to aid in the process of confirmation of Bank Guarantee.

"The BG shall be operable including encashment at issuing bank's any local branch in Malanjkhand, Madhya Pradesh."

The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to DGM (Mktg./M&C), Hindustan Copper Limited, Malanjkhand Copper Project at Malanjkhand, Pin code- 481116 by Speed Post/Registered Post.

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.

nished 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.

The provision of Security deposit Clause shall not apply to the following:

- Public Sector Undertakings
- Government departments/Government Institutions

FOREFEITURE OF SECURITY DEPOSIT

- 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. 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.
- In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.
- 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.
- In case of quantity enhancement/ repeat order as per Option Clause, time extension of SD provided for the original order shall be extended suitably by the Contractor to cover the extended period. In case the security deposited is not extended by the Contractor at least one (01) month before its expiry then the same may be forfeited and encashed. The above claim period of at least one (01) month should be specifically mentioned in the BG.
- The Security deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. Security deposit to 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.
- For service/works/EPC contracts having validity of more than two years, alternately, the security deposit for the entire amount may be initially submitted for eighteen (18) months and thereafter may be suitably extended on a yearly basis until the end of the contract plus 60 days. In case the security deposited is not extended by the successful bidder at least one (01) month before its expiry of the same then the same may be forfeited and encashed. The above claim period of at least one (01) month should be specifically mentioned in the BG.

Inclusion of following Formats:

- a) PROFORMA OF BANK GUARANTEE FOR EMD
- b) PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
- c) MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET (For RTGS Facility)
- Bidder's pre-qualification criteria should have Inclusion of Work Order Value (including GST).
- Turnover certificate/Balance Sheet/Profit or loss Account should be duly certified by Chartered Accountant only with UDIN no. is to be uploaded in Techno-Commercial Offer. No other form of turnover certification is acceptable.

10. EARNEST MONEY DEPOSIT (EMD)

Contractor has to submit an amount of 66,700/- towards EMD through insurance surety bonds OR bank guarantee (including e-bank guarantee) from any of the commercial banks as per HCL's Format enclosed with the bid document OR payment online in an acceptable form NEFT/RTGS. No other form for EMD submission will be acceptable. Please upload payment transfer details (scan copy of RTGS/NEFT payment transfer)/ scan copy of bank guarantee/

scan copy of insurance surety bonds in the bid documents on GEM portal. The bank A/C details for RTGS/NEFT payment are as under:

IFSC Code: SBIN0004510

A/C Type: Current Account

A/C No.: 11290757078

A/C Name: Hindustan Copper Limited

EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Security deposit within the specified period. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after award of the contract / Lot. EMD should be refunded to the successful bidders on receipt of Security deposit. In case of discharge of tenders or for bidders, who are disqualified during processing of the bid, EMD shall be refunded within 30 days of such decision.

EMD should remain valid for a period of 45 (Forty-Five) days beyond the final bid validity period.

Sellers exempted from submission of EMD shall be strictly as per conditions defined under general terms and conditions of GeM (clause no. 04, sub clause xiii, m).

Non-submission of valid EMD exemption document before due date of bid opening shall lead to rejection of offer. No documents pertaining to EMD exemption shall be accepted after due date of bid opening. In case of non-receipt of EMD amount or documents pertaining to EMD exemption before due date of opening, the online offers will not be considered. The Earnest Money so deposited shall not bear any interest. No adjustment, of any pending amount / EMD whatsoever, against EMD will be made.

11. Bidder to note that Buyer added Bid Specific Terms and Conditions (ATC) in GeM Portal shall supersede any other T&C of Bid document of GeM Portal.

12. Bidders to note that estimated bid value published in GeM portal is including GST.

13. It is being construed that all T&C of bid document are acceptable to the Bidder upon submission of bid. Bidder shall upload certification for the same along with the offer (Annexure VI). In absence of the certification, HCL reserves the right to reject the offer.

14. Bidders to ensure that qualifying documents indicated under Pre-Qualification Criteria are to be submitted along with the offer in one instance. HCL reserves the right to reject any requests against submission of shortfall documents post opening of techno-commercial bid.

15. GeM eBPG format is not acceptable. Bidder to submit Bank Guarantee as per HCL format only in accordance with clause no. 30 of Buyer added Bid Specific Terms and Conditions (ATC).

20. PRE- QUALIFICATION CRITERIA

20.1 1. Average annual financial turnover not less than Rs. 10,69,080/- inclusive of GST during preceding three years, ending 31st March 2024. Bidder shall submit sealed & signed audited P&L statement or Turnover Certificate issued by Chartered Accountant in proof of the above.

20.2 2. Experience of having successfully completed similar works during last seven years ending last day of the month prior to month of tendering (the proof of which in the form of work order copy & work completion certificate is to be submitted along with the tender) should be either of the following:

Three completed similar works of value not less than Rs. 14,25,440/- each inclusive of GST.

OR

Two completed similar works of value not less than Rs. 17,81,800/- each inclusive of GST.

OR

One completed similar works of value not less than Rs 28,50,880/- inclusive of GST.

To any PSU and other Government Agency/Undertakings or any private organization having CIN number (Documentary evidence of work order is to be attached).

Tender has to submit along with documentary evidence in the form of work Order copy and tax invoice/ CRAC/ successful completion certificate/performance certificate.

Similar work with respect to this tender means to execute comprehensive annual maintenance contract (CAMC) of ventilation survey instrument. (Documentary evidence of work order is to be attached).

Note: - Bidder has to submit Work Completion Certificate along with the submitted Work Order. Bidder should ensure that the Work Completion Certificate comprise the contents preferably as per Appendix-I.

21. SCOPE OF WORK FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

21.1 Calibration of Multi gas detector X-AM5600 (NO, NO₂, SO₂, CO₂ and aldehydes gases etc.) and X-AM2500 (O₂, H₂S, CO, CH₄ gases etc.) at site on quarterly basis through CC Vision software.

21.2 Calibration of Mechanical type Vane anemometer range 30 to 5000 ft/min at site on half yearly basis.

21.3 The successful bidder shall do functional test.

21.4 The successful bidder shall do firmware upgradation if required.

21.5 The successful bidder shall replace faulty spares (sensors, battery, clip, front cover, back cover, PCB, display, and other spares) to make the equipment in healthy condition on free of cost.

21.6 The successful bidder shall issue calibration certificate after successful calibration and functional test.

21.7 The successful bidder shall provide on time emergency service at site for repair of detector if required apart from regular periodic visit.

22. TECHNICAL DETAILS OF INSTRUMENT FOR CALIBRATION

S. No.	Item Description	No. of Unit for calibration	Duration of calibration
01	Digital type Multi gas detector for O ₂ , H ₂ S, CO, CH ₄ gases etc. (X-AM2500)	05	In Every 3 months
02	Digital type Multi gas detector for NO, NO ₂ , SO ₂ , CO ₂ and aldehydes gases etc. (X-AM5600)	05	In Every 3 months
03	Mechanical type Vane Anemometer range 30 to 5000 feet per minute.	02	In Every 6 months

23. SPECIAL TERMS AND CONDITIONS

23.1 Offered rates should be firm & fix during the execution of the contract, No escalation shall be provided during the tenure of the contract.

23.2 Duration of the contract will be for 05 years

23.3 Guarantee: The job shall be guaranteed for a period of three (03) months for multi-gas detector and six (06) months for mechanical type vane anemometer. Any defect found during the guarantee period should be rectified free of cost.

23.4 Certificate: The successful bidder shall provide certificate of calibration for every instrument. The certificate shall also indicate the date of calibration and next due date of calibration of each and every instrument of CAMC contract.

23.5 Completion of Work: Within three weeks after the receipt of the work order (after first calibration, next calibrations shall be carried out at an interval of three and six months). The calibration of instruments will be done at our site i.e, MCP site under the supervision of competent person. During the calibration for any breakage etc , it is the responsibility of successful bidder to replace the same without any cost.

23.6 Boarding and food arrangement for person come at site for calibration at every three (03) months interval shall be borne by their own cost, M/s HCL/MCP shall not provide any boarding and food arrangement.

24. L1 will be decided on overall L1 basis and work shall be awarded to L1 bidder.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---