

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Nepa Mills Limited Nepanagar Burhanpur
Office Name/कार्यालय का नाम	Commercial
क्रैता ईमेल/Buyer Email	commercial@nepamills.nic.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	ACNRT G5 Controller With Communication Cards (Valmet Make)
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	ACNRT G5 CONTROLLERS WITH COMMUNIATION VALMATE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Online UPS (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Data Wall Controller
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	18 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	20 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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।

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

Beneficiary/लाभार्थी :

MANAGER COMMERCIAL

Commercial, Department of Heavy Industry, Nepa Limited Nepanagar Burhanpur, Ministry of Heavy Industries and Public Enterprises
(Rajendra Jadhav)

UIN Number NCTGC2415P

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

PRICE BID - [1746686667.xlsx](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-05-2025 11:00:00	Administrative Building Nepa Limited Neapanagar 450221

ACNRT G5 Controller With Communication Cards (Valmet Make) (2 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manoj Kumar Jawade	450221, NEPA LIMITED NEPANAGAR	2	60

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

COMPANY PROFILE

- Nepa Limited (Nepa), Nepanagar is a Public Sector Undertaking (PSU) under the administrative jurisdiction of Ministry of Heavy Industry (MHI), Government of India.
- Nepa is pioneer newsprint Company of India centrally located at Nepanagr and has expanded in stages to the installed capacity of 1,00,000 TPA and switch over from forest based raw material to recycle fiber (ONP OINP White Materials etc).
- We are going to produce NEWS Print as well as Writing Printing in both machine.

COMMERCIAL TERMS AND CONDITIONS

Sr. No	Particular	Value	Submitted or not submitted
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01	Turn over	Bidders Average Turnover of last three years should not less than Rs. 18 lac.	Yes/ No
02	Work Order or Purchases order	Last Purchase order of similar materials of any central / state govt organization / PSU / public listed company/ any paper industry with documentary evidence (copy of purchases order / copy of work order / agreement and / or work completion certificate issued by competent authority of the customer) in support of per-qualification criteria duly certified by CEO/MD/CFO/authorized signatory of that company.	Yes/ No
03	SD amount	ePBG of 03% within 07 days after Awarding of contract or the same amount will be recovered from the running bills of the supplier.	Yes/ No
04	Audited Balance Sheet	Certified copy of audited balance sheet and profit and loss account for the last 3 (three) years.	Yes/ No
05	Income Tax Return	Copies of income tax return filled for last three assessment years.	Yes/ No
06	Certificate required	Declaration that the firm has not been blacklisted/debarred by government of India/reserve bank of India / any PSU during last five years duly signed by CEO/MD/CFO.	Yes/ No
07	Specification sealed and signed		Yes/ No
08	OEM Authorization Certificate	M/s VALMET	Yes/ No
09	Tender document sealed and signed		

**TECHNICAL SPECIFICATION OF SUPPLY OF ACNRT G5 CONTROLLER WITH
COMUNICATION CARDS (VALMET MAKE)**

Sr.No.	MATERIAL DESCRIPTION	QTY	UNIT
1.	ACNRT G5 Controller With Communication Cards (Valmet Make)	02	Nos

Note:- Bidders are requested to please submit their offer with valid authorization certificate of M/s Valmet, without authorization certificate bid can not be accepted.

i) **PAYMENT TERMS:-**Our payment terms are within 30 days on receipt of material, inspection and acceptance by us.

ii) **MODE OF DESPATCH:** - By road on Freight Paid basis.

iii) **DELIVERY SCHEDULE:- With in 8 Weeks**

iv) **WEIGHMENT:** The material on receipt at our end shall be weighted. The weight recorded at our end and that of Challan weight, whichever is less will be taken in to account. However, Nepa Limited shall allow variation to the extent of 0.5% in weight to take care of variation in weigh bridges at the loading point and unloading point. For any shortage beyond 0.5%, the cost of material shall be recovered from the supplier on F.O.R. Nepanagar basis.

v) **PENALTY:** In case of non execution of full order by a party within the stipulated period mentioned therein the purchase order, penalty 5% of the order value on unexecuted quantity shall be recovered for 1st month after expiry of delivery period and if still order remain unexecuted once again during subsequent month, additional 5% penalty shall be imposed on balance quantity as risk and cost of the supplier. Afterwards, order shall stand automatically cancelled. In such cases besides the recovery of penalty full amount of PBG shall be forfeited. In case supplies have been deferred due to the reasons of Nepa limited, the matter shall be analyzed and decision shall be taken for recovery of penalty, if any, after mutually discussion with the party. Time is the essence of this purchase order and company shall have the right to procure the material at the risk and cost of the seller if the delivery is delayed beyond the contracted / stipulated date without prejudice to company's other right.

vi) **TEST REPORT:** - The material will be tested at our Laboratory/USER end and the report of our Laboratory/USER for quality, specification, concentration etc. will be final and binding.

- i. **BID SUBMISSION:** BIDS SHALL BE SUBMITTED IN ACCORDANCE WITH TERM & CONDITIONS OF GEM / NEPA LIMITED AS MENTIONED IN THE TENDER.

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED BY THE FIRM TO PROVE THE PRE- QUALIFICATION CRITERIA.

- a) DETAILS OF SIMILAR WORKS COMPLETED SUCCESSFULLY DURING THE LAST THREE MONTHS TO ANY CENTRAL / STATE GOVT ORGANIZATION / PSU / PUBLIC LISTED COMPANY/ANY PAPER INDUSTRY.

BID REJECTION CRITERIA : BIDDERS SHALL NOTE THE BID REJECTION CRITERIA AS INDICATED IN BID. PROVISIONS OF THESE CLAUSES MUST BE ADHERED TO WITHOUT ANY DEVIATIONS, FAILING WHICH THE BID SHALL BE CONSIDERED TO BE NON-RESPONSIVE AND MAY BE REJECTED.

- b) **DECLARATION/UNDERTAKING:** Below undertaking shall be binding to all bidders those are participating in this tender. Bidders are requested to read undertaking carefully before submission of tender.

#IF WE WITHDRAW OR MODIFY OUR BIDS DURING PERIOD OF VALIDITY OF BID ETC. THEN WE WILL BE SUSPENDED FOR THE PERIOD OF 03 YEARS FROM THE DATE OF OPENING OF BID. #

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OUR FIRM HAS NOT BEEN BLACKLISTED/DEBARRED BY GOVERNMENT OF INDIA/RESERVE BANK OF INDIA /ANY PSU DURING LAST FIVE YEARS#

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#FIRM IS COMPETENT AND LEGALLY AUTHORIZED TO SUBMIT THE TENDER AND/ OR ENTER INTO THE LEGALLY BINDING CONTRACT#.

- ii. **BID OFFER VALIDITY (FROM END DATE) :** 180 DAYS

- iii. **PRICE :** PRICE SUBMITTED ON GeM, SHALL BE INCLUSIVE OF ALL.

- iv. **TAXES AND DUTIES:**

a) ALL THE RATES QUOTED BY THE BIDDER SHALL BE INCLUSIVE OF GOODS AND SUPPLIER TAX (GST) AND ALL OTHER TAXES AND DUTIES APPLICABLE AT PRESENT OR LEVIED IN FUTURE FOR THE TENURE OF THIS CONTRACT.

b) IF THERE IS ANY VARIATION IN TAXES AND DUTIES AT THE TIME OF COMPLETION OF SUPPLIERS FOR ANY REASONS (INCLUDING TURNOVER) OTHER THAN STATUTORY, THE SAME WILL BE BORNE BY THE SUPPLIER. ANY INCREASE IN TAXES & DUTIES BEYOND THE CONTRACTUAL COMPLETION PERIOD WILL BE BORNE BY SUPPLIER.

c) TDS AT THE APPLICABLE RATES SHALL BE DEDUCTED FROM THE BILLS FOR

WHICH NECESSARY TAX DEDUCTION CERTIFICATE SHALL BE ISSUED BY THE COMPANY AS PER RULES.

d) TAXES DEDUCTED AT SOURCE SHALL BE IN ACCORDANCE WITH STATUTORY REQUIREMENTS. SUPPLIER SHALL SUBMIT PROPER INVOICE TO ENABLE NEPA TO AVAIL THE CREDIT OF TAXES WHEREVER APPLICABLE, PAID BY THE SUPPLIER. HOWEVER, IF NEPA IS NOT ABLE TO AVAIL THE CREDIT DUE TO ISSUANCE OF DEFECTIVE INVOICE SUBMITTED BY SUPPLIER OR ISSUANCE OF INVOICE NOT CAPTURING THE REQUIREMENT NECESSARY TO ENABLE NEPA TO CLAIM TAX CREDIT THEN ANY LOSS TO THE NEPA ON HIS ACCOUNT SHALL BE INDEMNIFIED BY THE SUPPLIER. NEPA MAY IN ITS SOLE DISCRETION DECIDE TO RECOVER SUCH LOSS BY WAY OF DEDUCTION FROM PAYMENT DUE TO THE AGENCY OR INVOKING THE PERFORMANCE SECURITY.

e) WHILE CLAIMING REIMBURSEMENT OF DUTIES, TAXES ETC. (LIKE GST, CUSTOM DUTY OR ANY OTHER TAXES & DUTIES) FROM NEPA, AS AND IF PERMITTED UNDER THE CONTRACT, THE VENDOR SHALL ALSO CERTIFY THAT, IN CASE IT GETS ANY REFUND OUT OF SUCH TAXES AND DUTIES FROM THE CONCERNED AUTHORITIES AT A LATER DATE, VENDOR SHALL REFUND TO NEPA, NEPA'S SHARE OUT OF SUCH REFUND RECEIVED BY THE VENDOR. THE VENDOR SHALL ALSO REFUND THE APPLICABLE AMOUNT TO NEPA IMMEDIATELY ON RECEIVING THE SAME FROM THE CONCERNED AUTHORITIES.

v. EMD / PBG: - SUPPLIER SHALL SUBMIT EMD / PBG

EMD / PBG MAY BE SUBMITTED IN FORM OF DEMAND DRAFT IN FAVOUR OF NEPA LIMITED, PAYABLE AT NEPANAGAR, MP-450221.

EMD / PBG MAY BE SUBMITTED IN FORM OF NEFT /RTGS/ELECTRONIC TRANSFER IN THE ACCOUNT OF NEPA LIMITED. ACCOUNT DETAILS AREAS UNDER

CURRENT ACCOUNT NO : 951820110000133

BANK NAME : BANK OF INDIA

BRANCH : NEPANAGAR

IFSC CODE : BKID0009518

BRANCH CODE : 009518

EMD EXEMPTION WILL BE AS PER GOVERNMENT GUIDELINES HOWEVER NO EXEMPTION WILL BE GIVEN FOR DEPOSITING OF PERFORMANCE BANK GUARANTEE TO ANY DIC/SSI/MSME/NSIC REGISTERED FIRM.

vi. RIGHT OF THE COMPANY: NEPA RESERVES ITS RIGHT, AT ITS DISCRETION, TO MODIFY / CANCEL / DELAY / HOLD/ WHOLE OR PART AWARD OF CONTRACT WITHOUT ASSIGNING ANY REASONS WHATSOEVER. IN THE EVENT OF THE SAME BIDDERS ARE NOT ENTITLED TO CLAIM ANY FINANCIAL / LEGAL IMPLICATIONS ON NEPA LIMITED. NEPA LIMITED 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.

vii. **MAKE IN INDIA CLAUSE:** THE PROVISIONS OF THE REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 - DATED 04TH JUNE 2020 (AND SUBSEQUENT AMENDMENTS, IF ANY) BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOI SHALL APPLY TO THIS BID/TENDER TO THE EXTENT FEASIBLE.

viii. **FORCE MAJEURE:**

a) IN THE EVENT OF ANY UNFORESEEN EVENT DIRECTLY INTERFERING THE SUPPLIES ARISING DURING THE CURRENCY OF THE CONTRACT, SUCH AS WAR, HOSTILITIES, ACTS OF THE PUBLIC ENEMY, PANDEMIC, CIVIL COMMOTION, SABOTAGE, FIRES, FLOODS, EXPLOSIONS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, LOCKOUTS, OR ACTS OF GOD, THE CONTRACTOR SHALL, WITHIN A WEEK FROM THE COMMENCEMENT THEREOF, NOTIFY THE SAME IN WRITING TO THE NEPA WITH REASONABLE EVIDENCE THEREOF. UNLESS OTHERWISE DIRECTED BY NEPA IN WRITING, THE AGENCY SHALL CONTINUE TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT AS FAR AS REASONABLY PRACTICAL AND SHALL SEEK ALL REASONABLE ALTERNATIVE MEANS FOR PERFORMANCE NOT PREVENTED BY THE FORCE MAJEURE EVENT. IF THE FORCE MAJEURE CONDITION(S) MENTIONED ABOVE BE IN FORCE FOR A PERIOD OF 90 DAYS OR MORE AT ANY TIME, EITHER PARTY SHALL HAVE THE OPTION TO TERMINATE THE CONTRACT ON EXPIRY OF 90 DAYS OF COMMENCEMENT OF SUCH FORCE MAJEURE BY GIVING 14 DAYS' NOTICE TO THE OTHER PARTY IN WRITING. IN CASE OF SUCH TERMINATION, NO DAMAGES SHALL BE CLAIMED BY EITHER PARTY AGAINST THE OTHER, SAVE AND EXCEPT THOSE WHICH HAD OCCURRED UNDER ANY OTHER CLAUSE OF THIS CONTRACT PRIOR TO SUCH TERMINATION.

b) THE AGENCY SHALL NOT BE LIABLE FOR IMPOSITION OF ANY SUCH SANCTION SO LONG THE DELAY AND/ OR FAILURE OF THE AGENCY IN FULFILLING ITS OBLIGATIONS UNDER THE CONTRACT IS THE RESULT OF AN EVENT OF FORCE MAJEURE.

c) IN CASE DUE TO A FORCE MAJEURE EVENT NEPA IS UNABLE TO FULFIL ITS CONTRACTUAL COMMITMENT AND RESPONSIBILITY, NEPA WILL NOTIFY THE AGENCY ACCORDINGLY AND SUBSEQUENT ACTIONS TAKEN ON SIMILAR LINES DESCRIBED IN ABOVE SUB-PARAGRAPHS.

ix. **ARBITRATION:**

ALL THE DISPUTES AND DIFFERENCES ARISING BETWEEN THE PARTIES HERE TO, INCLUDING ANY DISPUTE OR DIFFERENCE IN REGARD TO THE INTERPRETATION OF ANY PROVISIONS OR TERM OR MEANING THEREOF, OR IN REGARD TO ANY CLAIM OF ONE PARTY AGAINST THE OTHER OR IN REGARD TO THE RIGHTS AND FOR OBLIGATION OF ANY PARTY OR PARTIES HERETO UNDER THIS AGREEMENT OR OTHERWISE, HOWSOEVER SHALL BE REFERRED TO THE SOLE ARBITRATOR BY THE PARTIES AND THE SOLE ARBITRATOR WOULD BE AS PER PROVISION OF ARBITRATION AND CONCILIATION ACT (AMENDED ACT 2015) AND PLACE OF ARBITRATION WOULD BE AT NEPANAGAR, DISTRICT BURHANPUR.

ALL THE DISPUTES IN RESPECT OF ENFORCEMENT OF THE CONTRACT/AGREEMENT AS PER THE INDIAN CONTRACT ACT, 1872 OR ANY TAX DISPUTE, IF, ARISES DURING THE EXECUTION OF THE CONTRACT OF IF, ANY DISPUTE IN RESPECT OF CHANGE IN TAX SLAB, DUE TO CHANGE IN LEGISLATION OR ANY NEW ENACTMENT COME DURING THE ENFORCEMENT OF THE AGREEMENT, THE SAID MATTER SHALL BE REFERRED TO THE ARBITRATOR AND THE SAME WOULD HAVE BEEN APPOINTED AS PER PROVISION OF ARBITRATION AND CONCILIATION ACT (AMENDED ACT 2015). ALL THE DISPUTES IN RELATION TO TAX, QUANTITY OR IN ANY OTHER NATURE WHICH ARISES BETWEEN THE PARTIES DURING THE EXECUTION OF THE AGREEMENT OR ENFORCEMENT OF THE SAID AGREEMENT THEN MATTER SHALL BE REFERRED TO THE SOLE ARBITRATOR AND APART FROM THIS, NO CLAIM OR ADJUSTMENT SHALL BE MADE BY THE NEPA LTD. IN RESPECT OF ANY CLAIM AND ALL THE DISPUTES SHALL BE ADJUDICATED BY THE SOLE ARBITRATOR AND ARBITRATION PROCEEDINGS SHALL BE GOVERNED BY THE ARBITRATION AND CONCILIATION ACT (AMENDED ACT 2015).

x. **JURISDICTION:**

ANY DISPUTE ARISING OUT OF / OR RELATING TO THIS ORDER SHALL BE DEEMED TO HAVE BEEN AT NEPANAGAR AND SHALL BE ADJUDICATED AT THE COURT OF BURHANPUR (M.P.) IRRESPECTIVE OF THE PLACE FROM WHICH TENDER IS SUBMITTED OR ACCEPTED PAYMENT RECEIVED OR MADE AND DISPATCHED OR MATERIAL EFFECTED THE CONTRACT IS DEEMED TO BE CONCLUDED AT NEPANAGR AND THE COURT AT BURHANPUR SHALL ALONE HAVE JURISDICTION.

3. **Forms of EMD and PBG**

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

NEPA LIMITED
Account No.
951820110000133
IFSC Code
BKID0009518
Bank Name
BANK OF INDIA
Branch address
NEPANAGAR

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

4. **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.

5. **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.

6. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

8. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

10. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

11. 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

NEPA LIMITED
Account No.
951820110000133
IFSC Code
BKID0009518
Bank Name
BANK OF INDIA
Branch address
NEPANAGAR

. 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.

12. Generic

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

Disclaimer/अस्वीकरण

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. 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.
16. 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 also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---