

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-04-2026 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 Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Nepa Mills Limited Nepanagar Burhanpur
कार्यालय का नाम/Office Name	Commercial
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 1200 km x 208 hours; Local
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Partial Experience - 1 year (s)
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Partial Experience - 1 year (s)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
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	Bank of India
ईएमडी राशि/EMD Amount	15000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :

HoD Commercial
Commercial, Department of Heavy Industry, Nepa Limited Neapanagar Burhanpur, Ministry of Heavy Industries and Public Enterprises
(Sunil Kumar Kulthe)

UIN Number NCTGC2415P

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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
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. 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.
5. 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.

6. 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.

7. 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

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

PRICE BID FORMAT - [1775033135.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Monthly Basis Cab & Taxi Hiring Services - Sedan; 1200 Km X 208 Hours; Local (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire
Usage Variant	1200 km x 208 hours
Type of Service	Local
Year of Vehicle Model	2025 , 2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
एडऑन /Addon(s)	

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

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

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Sanjay Sugandhi	450221,NEPA LIMITED NEPANAGAR	1	<ul style="list-style-type: none">Duration in Months for which service is required : 12

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Note :- Bidders are required to please submit the following documents as under-

1. Desire makes (2024 and 2025) and model (documentation).
2. Vehicles should be Taxi Permit and valid insurance .

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

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 YEAR TO ANY CENTRAL / STATE GOVT ORGANIZATION / PSU / PUBLIC LISTED COMPANY.** CUSTOMER CERTIFICATE/DOCUMENTARY EVIDENCE (COPY OF WORK ORDER / AGREEMENT AND / OR WORK COMPLETION CERTIFICATE ISSUED BY COMPETENT AUTHORITY OF THE CUSTOMER) IN SUPPORT OF PRE-QUALIFICATION CRITERIA DULY CERTIFIED BY CEO/MD/CFO/AUTHORIZED SIGNATORY.
- b) EXTRA CHARGES FOR RUN EXTRA KM SHALL BE CALCULATED AS PER GEM SERVICE LEVEL AGREEMENT. THE RATES SHALL BE QUOTED BY THE PARTY / AGENCY SHALL BE DEEMED TO BE INCLUSIVE OF ALL CONSIDERATIONS I.E. INCLUDING FUEL COST, MAINTENANCE CHARGES, TAXI PERMIT, RTO CHARGES, TOLL TAXES, PARKING CHARGES, AND AGENCY SHALL NOT BE ENTITLED TO ANY OTHER PAYMENT OTHER THAN WHAT HAS BEEN SPECIFICALLY PROVIDED IN BID. NO ESCALATION SHALL BE ALLOWED FOR INCREASE / DECREASE IN FUEL CHARGES DURING THE CONTRACT PERIOD. NO ADVANCE PAYMENT WILL BE MADE FOR FILLING OF FUEL OR MAINTENANCE ETC, THE RATES WILL REMAI**

N FIRM THROUGH OUT CONTRACT PERIOD. THE VEHICLE WILL BE PROVIDED BY SERVICE PROVIDER WITH A SKILLED DRIVER HAVING VALID DRIVING LICENCE. THE DRIVERS SHALL ALWAYS REMAIN WITH THE VEHICLE DURING TIME OF DUTY IN CASE OF ANY URGENCY HE SHOULD SEEK PERMISSION OF USER BEFORE LEAVING THE VEHICLE. ONE DAY OFF SHALL BE GIVEN IN MONTHLY FOR MAINTENANCE OF VEHICLE AFTER PRIOR PERMISSION OF COMPANY AS PER CONVENIENCE.

- c) BALANCE SHEET AND PROFIT AND LOSS ACCOUNT FOR THE LAST 3 (THREE) YEARS.
- d) COPIES OF INCOME TAX RETURN FILLED FOR LAST THREE ASSESSMENT YEARS.
- e) **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.**
- f) ANY OTHER RELEVANT DOCUMENT THE FIRM WISHES TO SUBMIT.
- g) ADDITIONAL / SUPPLEMENTARY INFORMATION OR DOCUMENTATION REGARDING PRE-QUALIFICATIONS NOT SPECIFIED ABOVE OR ELSEWHERE IN THIS TENDER MAY BE SOUGHT FROM THE BIDDERS AT ANY TIME AND MUST BE SO PROVIDED WITHIN A REASONABLE TIME FRAME AS STIPULATED BY NEPA

ii. **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.

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

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

PENALTY: IN CASE OF NON-EXECUTION OF THE SERVICES BY A PARTY WITHIN THE STIPULATED PERIOD MENTIONED THEREIN THE WORK ORDER, PENALTY 0.5% per week on OF THE CONTRACT VALUE ON UNEXECUTED SERVICES/ MONTHS SHALL BE RECOVERED FROM RUNNING BILL, ADDITIONAL 10% PENALTY SHALL BE IMPOSED ON BALANCE SERVICES / MONTHS AS RISK AND COST OF THE SERVICE PROVIDER. ADDITIONAL 10% PENALTY SHALL BE IMPOSED ON BALANCE SERVICES / MONTHS AS RISK AND COST OF THE SERVICE PROVIDER. AFTERWARDS, CONTRACT 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. THE ESSENCE OF THIS WORK ORDER / CONTRACT AND COMPANY SHALL HAVE THE RIGHT TO HIRE THE SERVICES AT THE RISK AND COST OF THE SERVICE PROVIDER. TO COVER THE RISK TO WARDS IMPOSITION OF PANALTY, **BIDDER HAS TO DEPOSIT AN AMOUNT OF Rs. 60,000/- BESIDES ePBG of 03% WITHIN 15 DAYS AFTER AWARDED OF CONTRCT OR THE SAME AMOUNT WILL BE RECOVERED FROM THE RUNNING BILLS OF THE SERVICE PROVIDER.**

v. **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 SUPPLIER S 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. SUPPLIERS 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.

vi. 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.

vii. 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.**

viii. **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.

ix. **MSME AND STARTUPS CLOUSE:-** "IN ORDER TO ENCOURAGE PARTICIPATION OF MSMES AND STARTUPS, PARTIAL EXEMPTION IN EXPERIENCE CRITERIA SHALL BE APPLICABLE. ACCORDINGLY, BIDDERS REGISTERED AS MSMES OR RECOGNIZED AS STARTUPS UNDER DPIIT SHALL BE CONSIDERED ELIGIBLE IF THEY POSSESS MINIMUM 02 YEAR OF RELEVANT EXPERIENCE IN PLACE OF THE STANDARD EXPERIENCE REQUIREMENT. HOWEVER, NO RELAXATION SHALL BE PROVIDED IN RESPECT OF TURNOVER CRITERIA, AND MSMES/STARTUPS WILL BE REQUIRED TO MEET THE TURNOVER REQUIREMENT IN FULL."

x. **FORCE MAJEURE:**

a) IN THE EVENT OF ANY UNFORESEEN EVENT DIRECTLY INTERFERING THE SUPPLIERS ARISING DURING THE CURRENCY OF THE CONTRACT, SUCH AS WAR, HOSTILITIES, ACTS OF THE PUBLIC ENEMY, PANDMIC, 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.

xi. **ARBITRATION:**

ALL THE DISPUTES AND DIFFERENCES ARISING BETWEEN THE PARTIES HERETO, 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).

- xii. **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.

2. 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.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Certificates

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

5. 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.

6. 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.

7. Generic

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---