

**बिड दस्तावेज / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	13-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-03-2026 16:30:00
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
कुल मात्रा / Total Quantity	5000
वस्तु श्रेणी / Item Category	PROCUREMENT OF OLD NEWS PAPER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Procurement of Old News Paper 5000 MT
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bond Paper (V3) Conforming to IS 1848 (Part 1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Paper Pouches</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	100 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 दस्तावेज / Document required from seller	Experience Criteria, Past Performance, 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

**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 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 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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
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
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document 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	100000

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	3

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।/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**

**विभाजन/ Splitting**

विभाजन/ Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	5
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per Additional terms and conditions

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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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	25

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. 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

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

price bid format - [1772531749.xlsx](#)

### **PROCUREMENT OF OLD NEWS PAPER ( 5000 metric tonne )**

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjay Sugandhi	450221, NEPA LIMITED NEPANAGAR	5000	30

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

### 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

# **ADDITIONAL TERMS AND CONDITIONS**

## **SPECIFICATION OF MATERIALS AND UNPRICED COMMERCIAL TERMS**

Interested suppliers of **OLD NEWS PAPER** for required quantity of 5000 MT are requested to quote their rates on F.O.R Neapanagar basis inclusive all (including all taxes and freight) on our enclosed terms and condition. All the bidders are requested to submit their offer for supply of **OLD NEWS PAPER 5000 MT**.

**NOTE: - as far as possible material not to be supplied in Bori / gunny bags. Preferable packing condition is 10/15 kgs in bundle.**

**F.O.R. Neapanagar rate includes GST etc. (including service tax part on transportation charges undertaking shall be provided.)**

**Upper quantity more than order quantity (  $\pm 10\%$  of order quantity) can be supplied in same rates, terms & conditions.**

SPECIFICATION OF MATERIALS AND UNPRICED COMMERCIAL TERMS OF

## OLD NEWS PAPER(SHOULD MEET STANDARD OF PS-2013)

- (1) **Acceptable Loads** :- (Good quality of paper stock, weight, bale integrity, moisture, order quantity.  
If the shipment appears to be in accordance with the order and found acceptable the Buyer shall proceed with the unloading.
- (2) **Brightness Loads** :- Minimum 42%
- (3) **Unacceptable Loads** :- (Poor quality of paper stock, weight, bale integrity, moisture, order quantity, etc.)  
If the shipment does not appear to be in accordance with the order, the Buyer shall immediately notify the Seller about the rejection of the material.
- (4) **Weighment**: -The material on receipt at our weighbridge shall be weighed & the payment will be made based on quantity recorded at Nepa weighbridge Nepanagar or challan weight whichever is less.

Please submit following documents at the time of supply along with truck/vehicle:

- Ø Original challan duly signed with complete relevant information.
  - Ø Authentic MLR/ bilty.
  - Ø Authentic computerized weighment slip of loading point duly sealed and signed must be submitted. Weighment slip must have the name & address, contract number of the weighbridge.
- (5) **Moisture**:- Maximum allowable moisture is 10%, the deduction will be made for more than 10 % moisture. Where excess moisture is present in the shipment, the Buyer has the right to request an adjustment and if a settlement cannot be reached the buyer has the right to reject the shipment. In the regard Nepa Lab. Report shall be final and binding.

### Out throws

The term "Out throws" as used throughout this section is defined as "all papers that are so manufactured or treated or are in such a form as to be unsuitable for consumption as the grade specified."

### (5) Prohibitive Materials

The term "Prohibitive Materials" as used throughout this section is defined as:

- a. Any materials which by their presence in a packing of paper stock, more than the amount allowed, will make the packaging unusable as the grade specified.
- b. Any materials that may be damaging to equipment.
- c. All sorted recovered paper stock must be free of food debris, medical waste or hazardous wastes and poisonous or other harmful substances or liquids.
- d. Wax is a Prohibitive unless accepted and pre-approved by the buyer. A material can be classified as an "Out throw" in one grade and as a "Prohibitive Material" in another grade. Carbon paper, for instance, is "UNSUITABLE" in Mixed Paper and is, therefore, classified as an "Out throw;" whereas it is "UNUS-ABLE" in White Ledger and in this case is classified as a "Prohibitive Material."

### (7) Special News, De-ink Quality (#8 ONP)

Consists of sorted fresh Newspaper, not sunburned and other acceptable papers. This grade is to be relatively free from magazines and contain no more than the normal percentage of rotogravure and colored sections.

Prohibitive Materials may not exceed	1%
Out throws plus prohibitive may not exceed	5%

Other acceptable paper may not exceed 10%

**Note:- If the above said percentage exceeds beyond limit then double penalty imposed in bidders.**

**(8) Details of Quality of Materials:** Old Newspaper (sorted fresh newspaper not sunburned) duly packed in bundles of weight 10/15 Kgs. each / bale - Max. Weight 500 kg having size 1m X 1m X 1m. tightened with metallic wire/ plastic strip free from plastic material, board cover, duplex board, Kraft wrapper, decayed burnt, colored material, hard board, coated laminated carbon paper, oil or grease affected paper, rubber material, thermocol etc. termite moth eaten, road sweep, over aged paper, and dust sandpaper.

**9) Rejection Of Material:** If the consignment of Wastepaper is rejected due to non-conformity of the specification, the Supplier shall make necessary arrangements to take back the consignment from Nepa Limited site.

10) On completion of loading of the material, Supplier shall intimate the following details immediately to the Purchaser by e-mail i.e. [commercial@nepamills.nic.in](mailto:commercial@nepamills.nic.in) Name of the Transporter, Vehicle no, Exact quantity, Value, MLR No. and Date.

#### COMMERCIAL TERMS AND CONDITIONS

Sr. No	Particular	Value	SUBMITTED OR NOT SUBMITTED
01	Turnover	Rs. 1 Crore	Yes / No
02	Work Order or Purchases order	Last Purchases order Old News Paper/ White Wastepaper to any central / state govt. organization / PSU / public listed company / any Paper Mill 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 pre-qualification criteria duly certified by CEO / MD / CFO / authorized signatory of that company. NEPA LTD reserved the right to reject in case above criteria is not met.	Yes / No
03	SD amount	Bidder must deposit e-PBG of 03% of contract value within 15 days after awarding of contract or the same amount will be recovered from the running bills of the supplier. Bale should be avoided, in case party has supplied Old News Paper in form of bale than the same will be opened in presence of our user and quality team and if any prohibited material found like road sweep, foreign material other than paper, Glass, Plastic, Medical waste etc. found in the lot, the same lot shall be rejected and S.D. will be forfeited without any excuse, no compromise after joint inspection report.	Yes / No
05	Balance Sheet	Balance sheet and profit and loss account for the last 3 (three) years.	Yes / No
06	Income Tax Return	Copies of income tax returned for last three assessment years.	Yes / No

07	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
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**SPECIAL GENERAL TERMS AND CONDITIONS**

Terms & Conditions – Tender for OLD NEWS PAPER (5000 MT)

**1. Distribution in Case of 05 Technically Suitable Bidders**

Out of the total tender quantity of 5000 MT of Old News Paper, 30% shall be awarded to the L-1 bidder. The remaining 70% shall be distributed serially among the next lowest technically suitable bidders (up to L-5), subject to their acceptance of the L-1 rate.

In case the other 04 technically suitable bidders do not accept the L-1 rate for the balance 70% quantity, the same shall be allotted to the L-1 bidder.

Sr. No	Rank	Percentage	Qty in MT	Delivery period in days
1	L-1	30%	1500	30
2	L-2	25%	1250	25
3	L-3	20%	1000	20
4	L-4	15%	750	15
5	L-5	10%	500	10
		Total Qty in MT	5000	

**2.** Distribution in Case of 04 Technically Suitable Bidders  
If there are 04 technically suitable bidders, the quantity shall be distributed as per the table below. If the other 03 bidders do not accept

the L-1 rate, the remaining quantity shall be allotted to the L-1 bidder.

Sr. No	Rank	Percentage	Qty in MT	Delivery period in days
1	L-1	40%	2000	30
2	L-2	30%	1500	25
3	L-3	20%	1000	20
4	L-4	10%	500	15
		Total Qty in MT	5000	

**3.** Dist

ribution in Case of 03 Technically Suitable Bidders

If there are 03 technically suitable bidders, the quantity shall be distributed as per the table below. If the other 02 bidders do not accept the L-1 rate, the remaining quantity shall be allotted to the L-1 bidder.

Sr. No	Rank	Percentage	Qty in MT	Delivery period in days

**4.** Dis

1	L-1	50%	2500	30
2	L-2	30%	1500	25
3	L-3	20%	1000	20
		Total Qty in MT	5000	

tribution in Case of 02 Technically Suitable Bidders

Sr. No	Rank	Percentage	Qty in MT	Delivery period in days
1	L-1	60%	3000	30
2	L-2	40%	2000	25
		Total Qty in MT	5000	

here are 02 technically suitable bidders, the quantity shall be distributed as per the table below. If the L-2 bidder does not accept the L-1 rate, the remaining quantity shall be allotted to the L-1 bidder.

#### Additional Conditions

- Bidders are requested to submit an undertaking along with the technical documents confirming their readiness to supply the full tender quantity at the quoted rate, if required.
- After completion of the delivery period, the Company reserves the right to review its decision regarding acceptance of the remaining quantity of material.
- The bidders shall complete the supply strictly within the specified delivery period.
- NEPA reserves the right to issue the Purchase Order for the full quantity or part quantity, as deemed appropriate.

#### (1) UNPRICED COMMERCIAL TERMS :

**PRICE TERMS:** Price quoted should be firm on F.O.R. Nepanagar basis giving break up of Basic Price, GST and any other tax if payable, levies and transport charges.

**1. PAYMENT TERMS :-**Our payment terms are within 30 working days from the date of acceptance of material after receipt and inspection.

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

**3. DELIVERY SCHEDULE :** As per Purchase order.

**4. 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.

**5. PENALTY:** In case of non execution of full order by a party within the stipulated period mentioned therein the purchase order against the guaranteed quantity. Penalty 0.5% per week on unexecuted quantity shall be recovered after expiry of delivery period till the cancellation of order. In such cases, besides the recovery of penalty, full amount equivalent to EMD / SD shall be forfeited.

The above all will be calculated at the rate inclusive of incentive paid if any, but it should not be more than the 10% of balance order value.

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.

**6. Security deposit / ePBG:-** Bidder has to deposit e-PBG of 03% of contract value within 07 days after awarding of contract or the same amount will be recovered from the running bills of the supplier or whose old outstanding dues (without any dispute) are available in Nepa Limited need not to submit fresh SD against order. It will be returned after receipt and acceptance of materials at our mill site as per order terms after execution of the order in full, the S.D. will not bear any interest. In case of breach of any of the terms of contract the same is liable to be forfeited. Bale should be avoided, in case party has supplied the materials in form of bale than the same will be opened in presence of our user and quality team and if any prohibited material found like road swipe, foreign material other than paper, Glass, Plastic, Medical waste etc. found in the lot, the same lot shall be rejected and S.D. will be forfeited without any excuse, no compromise after joint inspection report.

**7. 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.

**8. 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.

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

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

**11. EMD / PBG: -** Supplier shall submit EMD /PBG

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
IFCS 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.

**12. TENDER EVALUATION CRITERIA :-** Tender shall be evaluated on net cost to the company i.e. considering GST under reverse charge or input credit of GST.

**13. RIGHT OF CANCELLATIONS:-** The Nepa reserves the right to cancel the contract or any part thereof without assigning any reason. Nepa also reserves its right, at its discretion, to modify / cancel / delay/ hold/ whole or part award of contract without assigning any reason whatsoever. In the event

of the same bidder are not entitled to claim any financial / legal implications on Nepa Limited. Nepa Limited reserves the right to increase or decrease the quality to be ordered up to 25 % of bid quantity at the time of placement of contract.

#### **14. 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.

#### **15. 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, 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.

16. **ARBITRATION CLAUSE:** 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 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

7 / 9 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).

17. **JURISDICTION:** All disputes arising out of or in any way connected with this tender/order/contract shall be deemed to have arisen at Neapanagar Distt. Burhanpur in the state of Madhya Pradesh and within the jurisdiction of Court at Burhanpur which Court shall alone and exclusively determine such disputes.

18. In case a party agrees to all the terms and conditions of Part – A i.e. Technical and Commercial Bid and if they subsequently place any other terms and conditions in Part-B or go back from the earlier accepted as in Part – A , the full amount of EMD/PBG will be forfeited and their offer will not be considered for evaluation.

19. Such tenderers who have not submitted strictly in accordance with the instructions/conditions mentioned herein above considering conditional offers, may liable to be rejected.

20. **GST:** Kindly quote 'GST' if payable extra on total basic rate of each item, please quote GST in '%' inclusive of cess. Mention GST Registration Number (15 digit GSTIN).

If bidder is not liable to take GST registration, i.e., having turnover below threshold of Rs 20 lakhs (Rs 10 lakhs for NE & special Category States), bidders need to submit a certificate to that effect and agree to indemnify the company against future GST liability, during the concurring of the contract.

Further the bidder should notify Nepa Ltd within 15 days from the date of becoming liable to GST and such registration should be submitted to Nepa Ltd.

Those bidders who have opted for Composition scheme under GST, they must submit a declaration to Nepa Ltd indicating their GST registration no.

HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this tender has to be declared in the technical bid.

Services Accounting Code (SAC) for classification of services under GST for each item covered under this tender has to be declared in the technical bid.

21. **Input Tax Credit** Vendor/Supplier/Contractor declares that: Vendor/Supplier/ Contractor shall ensure timely submission of invoice (s) as per rules/regulations of GST with all required supporting documents(s) within a period specified in Contracts/LOA to enable Nepa Ltd to avail input tax credit.

Further, returns and details required to be filled under GST laws & rules should be timely filed by bidder/supplier with requisite details.

Vendor/Supplier/Contractor would promptly pay GST, as per law for the supplies made to Nepa Ltd and would upload returns within the prescribed time to enable Nepa Ltd, to avail the input tax credit [ITC].

All necessary adjustment vouchers such as Credit Notes/Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to Nepa Ltd as per GST provisions.

In the event of default on his part in payment of tax and submission/ uploading of monthly returns, Nepa Ltd is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/ Contractor corrects the default and/or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

If, because of any delay or default on his part, Nepa Ltd, is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.

In case GST credit is delayed/denied to Nepa Ltd reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to Nepa, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/leviable on Nepa Ltd.

In the event of delay getting ITC to Nepa Ltd, due to reasons attributable to Vendor/Supplier/Contractor, Nepa Ltd, reserves the right to recover interest at 12 % on the tax credit so available for the number of days the ITC was delayed.

Nepa Ltd may recover such amount from the Security Deposit or any such Deposit/Credit Balance/future payments. Accordingly, Nepa Ltd will raise Invoice/Debit note on the Vendor/Supplier/Contractor.

Nepa Ltd, reserves the right to suspend/cancel/terminate the contract in the event of frequent/multiple/repeated defaults by the Vendor/Supplier/ Contractor in complying with the above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

In case the short coming is not rectified by the Vendor/Supplier/ Contractor and Nepa Ltd ends up in reversal of credits and/or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by Nepa Ltd as a result of default.

Any GST liability arising on Nepa Ltd under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

In case the GST rating of vendor on the GST portal/Govt. official website is negative/blacklisted, then the bids may be rejected by Nepa Ltd. Further, in case rating of bidder is negative/blacklisted after award of work for supply of goods/services, then Nepa Ltd shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by Nepa Ltd.

To make the ITC is available to Nepa Ltd promptly; the vendor/contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in Nepa Ltd website within 3 days of dispatch/completion of service from his end. Noncompliance of the same shall attract the penal clauses as may be reasonably decided Nepa Ltd.

Any late delivery i.e., delivery after the due date attracts damages. It is agreed

by the bidder that such damages become recoverable by Nepa Ltd with applicable GST thereon.

Exemption to verified MSE/ startups: Relaxation of norms for startups medium enterprises in public procurement regarding prior experience - prior turnover criteria may be given as per prevailing government of India guidelines subject to meeting of quality and technical specifications of Nepa limited.

22. **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.

23. **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 01 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."

23. This tender document complies with the "**Public Procurement (Preference to Make in India) Order, 2017**" issued by DIPP and "**Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012**" issued by MoSME.

24. **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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

25. **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. 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 04.06.2020 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause .

**INTEGRITY PACT:**

**PACKAGE FOR OLD NEWS PAPER TENDER**

## R DOCUMENT NO.

### INTEGRITY PACT

Between

NEPA LIMITED, a Govt. of India Enterprise (hereinafter referred to as "The Buyer")  
and

.....  
(hereinafter referred to as "The

Bidder/Contractor ") and

..... (hereinafter referred to as "JV Partner/

Consortium Members"

(if applicable)

### Preamble

The Buyer invites the bids from all eligible bidders and intends to enter Contract for .....  
..... with the successful bidder(s), as per organizational systems and procedures. The Buyer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).  
In order to achieve these goals, the Buyer has appointed two Independent External Monitor (s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

### Section 1 Commitments of the Buyer

1. The Buyer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
  - a) No employee of the Buyer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
  - b) The Buyer shall, during the bidding process treat all Bidders with equity and reason. The Buyer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
  - c) The Buyer will exclude from the process all known prejudiced persons.
2. If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
  - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Buyer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.

e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

### **Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts**

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Buyer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Buyer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Buyer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Buyer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Buyer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Buyer, the exclusion of Bidder/ Contractor could be revoked by the Buyer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

### **Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees**

1. If the Buyer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Buyer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Buyer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

### **Section 5 Previous Transgressions**

1. The Bidder swears on oath that no previous transgression impinging on anti- corrupti on principles / any malpractice as mentioned in Section-2 has occurred in the last thre ee years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in I ndia.
2. If the Bidder makes incorrect statement on previous transgression as mentioned abov e in para 1, Bidder can be disqualified from the

bidding process or the contract, if already awarded, can be terminated on this ground.

## **Section 6 Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejectin g the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **Section 7 Independent External Monitors (IEM)**

1. The Buyer has appointed two competent and credible Independent External Monitor f or this Pact (hereinafter referred to as Monitors).
  - i) Shri Vishnu Dev Misra,  
Email- [vdmips@gmail.com](mailto:vdmips@gmail.com)
  - ii) Shri Mahendra Sinh J Parmar  
Email - [mahendrasinhparmar@live.com](mailto:mahendrasinhparmar@live.com)
2. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
3. The IEMs are not subject to instructions by the representatives of the parties and perf orms his functions neutrally and independently. He shall report to CMD of the Buyer or a person authorized by him.
4. The Bidder/Contractor accepts that the IEMs have the right to access without restricti on to all Project documentations of the Buyer including that provided by the Contract or. The Contractor will also grant the IEMs, upon his request and demonstration of a v alid interest, unrestricted and unconditional access to his Project Documentations. Th e same is applicable to Subcontractors. The IEMs are under contractual obligation to t reat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV p artners/Consortium member with confidentiality.
5. The Buyer will provide to the IEMs sufficient information about all meetings among th e parties related to the Project provided such meetings could have an impact on the c ontractual relations between the Buyer and the Contractor. The parties offer to the IE Ms the option to participate in such meetings.
6. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he wil l so inform the Management of the Buyer (CMD of the Buyer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non- binding recommendations. Beyond thi s, the IEMs has no right to demand from the parties that they act in a specific manner , refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its reco mmendations to the Buyer.
7. The IEMs will submit a written report to CMD of the Buyer or a person authorized by h im within 30 days from the date of reference or intimation to him by the Buyer and, s hould the occasion arise, submit proposals for correcting problematic situations.
8. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall a wait IEM's decision before approaching any Court.
9. If the IEMs have reported to CMD of the Buyer or a person authorized by him a subst antiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within rea sonable time, taken visible action to proceed against such offence or reported it to th e Chief Vigilance Officer, the IEMs may also transmit this information directly to the C entral Vigilance Commissioner, Government of India.
10. The word " IEM" will include Singular or Plural.

## **Section 8 Pact Duration**

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded.

### Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Nepa Limited, Neapanagar (M.P.).
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact at ..... on this ..... day Of.....

20

Buyer

Bidder/ Contractor  
ner(s)/

Joint Venture Part

Consortium

(As Applicable  
)

Witness

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

member(s)

### 3. Forms of EMD and PBG

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

BANK OF INDIA  
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 on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along 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. 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 %.

**6. 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.

**7. Rate Contract**

The Purchase orders placed through the rate of this bid shall be placed by . The order shall be placed by buyer separately based on the requirement.

**8. Rate Contract**

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

**9. Rate Contract**

Bidder's offer is liable to be rejected if they dont upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**10. Rate Contract**

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 %.

**11. Certificates**

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

**12. 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.

**13. 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.

**14. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 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. 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 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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---