

 <b>Government eProcurement System</b>	<b>eProcurement System Government of India</b>																																				
	<b>Tender Details</b>																																				
					Date : 10-Mar-2025 10:05 AM																																
 <a href="#">Print</a>																																					
<b>Basic Details</b>																																					
<b>Organisation Chain</b>	Department of Heavy Industry  NEPA Limited-MHIPE																																				
<b>Tender Reference Number</b>	Pur-1/81/24-25 Procurement for Oxygen and DA																																				
<b>Tender ID</b>	2025_DHI_852603_1	<b>Withdrawal Allowed</b>	Yes																																		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Buy																																		
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2																																		
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No																																		
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No																																		
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No																																		
<b>Cover Details, No. Of Covers - 2</b>																																					
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>																																		
1	Fee/PreQual/Technical	.pdf	Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder																																		
2	Finance	.xls	Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder																																		
<table border="1"> <tr> <td colspan="4"><b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b></td> <td colspan="4"><b>EMD Fee Details</b></td> </tr> <tr> <td><b>Tender Fee in ₹</b></td> <td>0.00</td> <td colspan="2"></td> <td><b>EMD Amount in ₹</b></td> <td>0.00</td> <td><b>EMD Exemption Allowed</b></td> <td>No</td> </tr> <tr> <td><b>Fee Payable To</b></td> <td>Nil</td> <td><b>Fee Payable At</b></td> <td>Nil</td> <td><b>EMD Fee Type</b></td> <td>fixed</td> <td><b>EMD Percentage</b></td> <td>NA</td> </tr> <tr> <td><b>Tender Fee Exemption Allowed</b></td> <td>No</td> <td colspan="2"></td> <td><b>EMD Payable To</b></td> <td>Nil</td> <td><b>EMD Payable At</b></td> <td>Nil</td> </tr> </table>						<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>				<b>EMD Fee Details</b>				<b>Tender Fee in ₹</b>	0.00			<b>EMD Amount in ₹</b>	0.00	<b>EMD Exemption Allowed</b>	No	<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil	<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA	<b>Tender Fee Exemption Allowed</b>	No			<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil
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<b>Tender Fee Exemption Allowed</b>	No			<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil																														
<a href="#">Click to view modification history</a>																																					
<b>Work /Item(s)</b>																																					
<b>Title</b>	Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder																																				
<b>Work Description</b>	Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder																																				
<b>Pre Qualification Details</b>	As per tender document																																				
<b>Independent External Monitor/Remarks</b>	NA																																				
<b>Show Tender Value in Public Domain</b>	No																																				
<b>Tender Value in ₹</b>	1	<b>Product Category</b>	Miscellaneous Goods	<b>Sub category</b>	NA																																
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	365																																

 <b>Location</b>	Administrative building Nepa Limited	<b>Pincode</b>	450221	<b>Pre Bid Meeting Place</b>	Administrative building Nepa Limited
<b>Pre Bid Meeting Address</b>	Administrative building Nepa Limited	<b>Pre Bid Meeting Date</b>	17-Mar-2025 11:00 AM	<b>Bid Opening Place</b>	Administrative building Nepa Limited
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	10-Mar-2025 10:30 AM	<b>Bid Opening Date</b>	02-Apr-2025 03:00 PM
<b>Document Download / Sale Start Date</b>	10-Mar-2025 10:35 AM	<b>Document Download / Sale End Date</b>	31-Mar-2025 03:00 PM
<b>Clarification Start Date</b>	10-Mar-2025 10:40 AM	<b>Clarification End Date</b>	31-Mar-2025 11:00 AM
<b>Bid Submission Start Date</b>	10-Mar-2025 10:45 AM	<b>Bid Submission End Date</b>	31-Mar-2025 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Procurement for Oxygen and DA	1433.60	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	BOQFORO2ANDDA.xls	Procurement for Oxygen and DA	282.00

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	commercial@nepamills.nic.in	RAJENDRA JADHAV	Nilesh Patil
2.	gmpw@nepamills.nic.in	Alopi Shukla	Alopi Prasad Shukla
3.	mfin@nepamills.nic.in	Vikas Reddy	Vikas Reddy

**GeMARPTS Details**

<b>GeMARPTS ID</b>	QU2OBQJOG9FB
<b>Description</b>	Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder
<b>Report Initiated On</b>	10-Mar-2025
<b>Valid Until</b>	09-Apr-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	NIL	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	NIL	<b>Form Based BoQ</b>	No

**TIA Undertaking**

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S.No.	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

**Tender Inviting Authority**

<b>Name</b>	Manager Commercial
<b>Address</b>	Manager Commercial

**Tender Creator Details**

<b>Created By</b>	RAJENDRA JADHAV
<b>Designation</b>	MANAGER COMMERCIAL
<b>Created Date</b>	10-Mar-2025 09:46 AM

**NEPA LIMITED,  
(A GOVERNMENT OF INDIA)  
NEPANAGAR,  
BURHANPUR DISTRICT,  
M. P. - 450221 (INDIA)  
COMMERCIAL DEPARTMENT  
Phone - + 91-7325 22242  
Fax - + 91-7325 222174**

**e-TENDER Notice**

Annual Rate Contract of Refilling Oxygen and Dissolved Acetylene Cylinder

REF NO. :TENDER NO. PUR-1/81/2024-25

e-Tender Portal : <http://eprocure.gov.in> and [www.nepamills.co.in](http://www.nepamills.co.in)

1	GEM Availability Report I'd	
2	e-Bid reference NO.:	PUR-1/81/2023-24
3	MODE OF TENDER:	e-TENDER THROUGH NIC/CPP PORTAL
4	DUE DATE & TIME FOR SUBMISSION OF REQUIRED INFORMATION AND DOCUMENTS TO NEPA LIMITED, NEPANAGAR.	UPTO 15.00 Hrs IST ON 31.03.2025
5	SCHEDULE FOR SUBMISSION OF ON-LINE TECHNO-COMMERCIAL BID & PRICE BID at <a href="https://www.eprocure.gov.in/">https://www.eprocure.gov.in/</a> Hardcopies may also be allowed	UPTO 15.00 Hrs ON 31.03.2025  <a href="http://www.eprocure.gov.in/">www.eprocure.gov.in/</a> Hardcopies may also be allowed
6	DUE DATE & TIME OF OPENING OF PART-I i.e. TECHNO-COMMERCIAL BID: THE DATE OF OPENING OF PRICE BID FOR ELIGIBLE VENDORS WILL BE INTIMATED SEPARATELY.	ON 02.04.2025 AT 15.00 Hrs.

**NEPA LIMITED,  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NEPANAGAR,  
BURHANPUR DISTRICT,  
M. P. - 450221 (INDIA)  
COMMERCIAL DEPARTMENT  
Phone - + 91-7325 222242  
Fax - + 91-7325 222744  
e-TENDER NOTICE FOR**

Annual Rate Contract of Oxygen and Dissolved Acetylene Cylinder

**REF NO-**TENDER NO.PUR-1/81/2024-25

**DUE ON 31.03.2025**

INTERESTED SUPPLIERS ARE REQUESTED TO QUOTE THEIR RATES FOR **ANNUAL RATE CONTRACT OF OXYGEN AND DISSOLVED ACETYLENE CYLINDER** ON F.O.R. NEPANAGAR BASIS INCLUSIVE ALL (INCLUDING ALL TAXES, LEVIES, INSURANCE AND FREIGHT) ON OUR ENCLOSED TERMS AND CONDITION IN e-TENDER No.PUR-1/81/2024-25 due on **31.03.2025**.

TENDER DOCUMENT AND RELATED TERMS AND CONDITIONS CAN BE EASILY DOWN-LOADED FROM OUR WEBSITES **www.nepamills.co.in, www.eprocure.gov.in**

NB:-

1. BIDDERS ARE REQUIRED TO ENROLL ON THE E-PROCUREMENT MODULE OF THE CENTRAL PUBLIC PROCUREMENT PORTAL (URL: [HTTPS://EPROCURE.GOV.IN/EPROCURE/APP](https://eprocure.gov.in/eprocure/app)) BY CLICKING ON THE LINK "**CLICKHERE TO ENROLL**" ON THE CPP PORTAL IS FREE OF CHARGE.
2. NEW SUPPLIERS MAY PLEASE SUBMIT VENDOR REGISTRATION FORM AVAILABLE AT VENDOR REGISTRATION LINK ON [www.nepamills.co.in](http://www.nepamills.co.in) WITH REGISTRATION FEE AS EARLY AS POSSIBLE BUT BEFORE THE PLACEMENT OF PURCHASE ORDER.

ANY QUERIES RELATING TO THE PROCESS OF ONLINE BID SUBMISSION OR QUERIES RELATING TO CPP PORTAL IN GENERAL MAY BE DIRECTED TO THE 24X7 CPP PORTAL HELPDESK. THE CONTACT NUMBER FOR THE HELPDESK IS 1800 233 7315.

**M (COMMERCIAL)**

INTRESTED MANUFACTURERS/SUPPLIERS OF **ANNUAL RATE CONTRACT OF OXYGEN AND DISSOLVED ACETYLENE CYLINDER** ARE REQUESTED TO QUOTE THEIR **RATES** ON F.O.R. NEPANAGAR BASIS INCLUSIVE ALL (INCLUDING ALL TAXES, LEVIES, INSURANCE AND FREIGHT) ON OUR ENCLOSED TERMS AND CONDITION ON OR BEFORE 31.03.2025 **at 15.00 hrs.**

**Annexure- A:Instruction of online bidding.**

**Annexure- B : Technical specifications, and Unpriced Commercial Terms.**

**Annexure- C :Unpriced-Commercial Bid Format**

**Annexure- D : Price-Bid Format**

**Annexure-E : Bidder instructions for filling the Tender Documents  
General Terms& Conditions.**

**Tenderer(s) to submit their offer as below:**

**Technical, Commercial & Price Bid:** Vendors are to submit techno-commercial bid & Price Bid **on line**.

#### **Requirements for Vendors**

P.C. / LAPTOP connected with internet, Registration with CPP portal <https://eprocure.gov.in>.Registration is free of cost. The vendor should posses a Class III digital certificate with encryption certificate. **Vendors are to make their own arrangement for bidding from a P.C. connected with internet. NEPA in no way responsible for this.** (Bids will not be recorded without Digital Signature with encryption certificate). In case of any clarification please contact M (Comml) Nepa Ltd., before the schedule time of the e-bidding.

**INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Click here to Enroll**" on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address **and** mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names

and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument:-EMD Not APPLICABLE.
4. Bidder should prepare the PBG as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected, **EMD APPLICABLE; HOWEVER PBG 3% OF THE CONTRACT VALUE SHALL BE SUBMITTED BY SUCCESSFUL BIDDER WITHIN 15 DAYS FROM DATE OF AWARD OF CONTRACT.**
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **Tips to bidders**

##### **A. Enrollment process in the Tender site.**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/e-procure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

##### **B. Tender search**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favorites' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. e-Procurement (GePNIC)

### C. Preparation of bids

1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
2. File and Folder name should not contain any special characters (&, #, etc) or space in between.
3. Download the tender document, NIT, BOQ of the required tender in that folder.
4. Scan the EMD fee instruments/ Tender fee instruments for offline payments if any:- **EMD NOT APPLICABLE**
5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
6. Scan and keep ready Pre qualification documents like life certificates, PAN etc if any
7. Prepare the technical bid document and then convert into PDF
8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
9. Keep all the documents in the same folder for the easy bid document upload.
10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

### D. Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender e-Procurement (GePNIC) Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. **EMD Not APPLICABLE**
4. If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The

data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. e-Procurement (GePNIC).

#### **E. Password maintenance**

1. The length of the password should be of 8 to 32 characters.
2. The password should be of any *English lowercase and uppercase (a-z and A-Z)* characters.
3. The password must contain at least one number between 0-9.
4. The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
5. Sample password is just like Admin123\$, India2000#, etc.

#### **F. About DSC**

1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
3. Bidders have to procure **Class 3 signing certificates** only. Only Class 3 is valid for e-tendering purpose.
4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC. e-Procurement (GePNIC)
7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### **G. DSC providers for Private firms**

A *licensed Certifying Authority (CA)* issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under

Section 24 of the Indian IT-Act 2000.

1. The vendors like TCS (www.tcs-ca.tcs.co.in ), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
2. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### **H. Advantage of “My Space” on CPP Portal**

1. The bidder can upload Non Sensitive documents prior at any point of time once he logs in to the application. These are not encrypted.
2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
4. This will avoid repeated upload of common documents and also save space and time.

#### **I. System requirements**

1. Windows XP with latest service pack
  2. Loaded IE 7.0 or above
  3. Loaded JRE 1.6 or above
  4. Antivirus Software with latest definition.
  5. Internet connectivity
  6. Scanner to scan the documents if required
  7. Printer and PDF Creator.
- E-Procurement (GePNIC)

#### **J. Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **M (Commercial)**

**NEPA LIMITED,  
(A GOVERNMENT OF INDIA ENTERPRISE)  
COMMERCIAL DEPARTMENT  
Phone - + 91-7325 222242  
Fax - + 91-7325 222744**

**Annexure-B**

ANNUAL RATE CONTRACT OF OXYGEN AND DISSOLVED ACETYLENE  
CYLINDER

Sr no	Item code	QTY	Unit
1	OXYGEN GAS FOR INDUSTRIAL PURPOSE IN SELLERS RETURNABLE CYLINDER OF AVAILABLE CAPACITY -7 CUBIC MTR. EACH CONF. TO IS-309/1974 (2ND REVISION) OXYGEN CYLINDER SHOULD BE FILLED OUT AT PRESSURE OF 130 KG/CM2.	108	NO
2	DISSOLVED ACETYLENE FOR INDUSTRIAL PURPOSE IN SELLERS RETURNABLE CYLINDER OF AVAILABLE CAPACITY-6 CUBIC MTR.EACH CONFORMING TO IS-308/1971 (2ND REVISION) AS PER GAS CYLINDER RULES 1981.	36	NO

**Pre-qualification criteria Or  
Bid evaluation criteria.**

Bidders are requested to submit their offers in accordance with the specified document. Offers not submitted using this document will not be considered.

Sr. No	Particular	Submitted or not
01	Tender document all pages with sealed and signed	YES / NO
02	Technical specification with sealed and signed	YES / NO
03	Same or similar Category Products supply or work completion certificate	YES / NO
04	Last three years Income tax certificate (ITR) with computation sheet	YES / NO
05	Last three years Balance Sheet or Average Turnover certificate for last three year more than 1 Lac.	YES / NO
06	MSME or Start up or MSE Certificate if Available	YES / NO
07	EMD if submitted as per ANNEXURE 01 (EMD exemption as per Govt Guideline)	YES / NO
08	Bank Details (Cancel cheque)	YES / NO
09	GST Details and PAN Details	YES / NO
10	Certificate that firm is not blacklisted	YES / NO

**SPECIAL GENERAL TERMS AND CONDITIONS**

- 1) Bidder is exempted for prior turnover, Balance sheet, ITR and prior experience who have MSE or Startups certificate.
- 2) If the bidders encounter any issues submitting at the time of submission of their offer through the CPP Portal, such bidders are permitted to submit their offer in hard copy via post or courier. In such cases, all the bidders are

requested to please provide their docket number or receipt of speed post or courier through e-mail [commercial@nepamills.nic.in](mailto:commercial@nepamills.nic.in) or [nepaltd@nepamills.nic.in](mailto:nepaltd@nepamills.nic.in) for tracking purposes.

- 3) After the technical evaluation, all technically qualified bidders will be individually notified about the schedule for the price bid opening date.
- 4) All the bidders are advised to please submit their price bid in the BOQ format. In case of any doubt in submitting the Govt. Levy i.e., GST in Rupees, the same will be confirmed by the bidder through e-mail.

5)  
**(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.

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

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

**iii) DELIVERY SCHEDULE:- 365 days on** Annual Rate Contract Material shall be delivered as per Nepa Limited in desired quantity.

**iv) WEIGHMENT:**

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

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

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

**vii) PERIOD OF CONTRACT: - 365** days from the date of placement of Work Order, however which will be supposed to extend automatically till execution of full order quantity, if remained & required, which ever

will be applicable. Also, this may be extended for another 6 months with mutual consent for further 50% more Qty.

**viii) 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.

**ix) Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last **TWO** number of financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the financial year.

**X) DECLARATION/UNDERTAKING:**

**Below undertaking shall be binding to all bidders those are participating in this tender.** Bidders are requested to read undertaking carefully before submission of tender.

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

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

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

**XI) PRODUCT SELF LIFE:** - Product supplied must have a minimum of 180 days self-life. On the date of supply minimum 180 days unexpired self-life should be available / balance.

**(2) PRICE PART :-**Price Bid should be submitted on your letterhead as per our Performa, enclosed here with accepting our terms and conditions.

**M (Commercial)**

**ANNEXURE-C****UNPRICED COMMERCIAL BID FORMAT****PART "A"**

PLEASE SUBMIT TECHNICAL SPECIFICATIONS WITH SAMPLE AND OTHER  
RELEVANT COMMERCIAL TERMS (EXCLUDING RATE) WITH BELOW  
SHEET

**BIDDERS INFORMATION SHEET**

FIRM'S NAME			
REGISTERED OFFICE			
ADDRESS			
CITY			
STATE			
PINCODE			
TELEPHONE NO.			
FAX NO.			
CORPORATE E-MAIL I.D.			
WORKS ADDRESS			
CITY			
STATE			
PINCODE			
TELEPHONE NO.			
FAX NO.			
YEAR OF ESTABLISHMENT			
CLASSIFICATION OF INDUSTRY	SMALL / MEDIUM / LARGE SCALE		
<b>STATUS</b>	<b>1) PUBLIC 2) PARTNERSHIP</b> <b>3) PROPRIETARY AND PRIVATE</b>		
NAME OF OWNER			
CONTACT PERSON			
DESIGNATION			
PHONE NO.			
<b>DETAILS OF TURNOVER</b>			
<b>YEAR</b>	<b>TURNOVER</b>	<b>PROFIT AFTER TAX</b>	<b>NO.OF EMPLOYEES</b>
<b>2023-24</b>			
<b>2022-23</b>			



<b>2021-22</b>			
<b>GST No.</b>			
BANKERS DETAILS			
ADDRESS			
CITY			
PIN CODE			
INCOME TAX (PERMANENT) NO.			
ACCOUNT NUMBER			

LIST OF MAJOR ORDERS EXECUTED FOR REFERENCE:

S.NO.	ITEM	COMPANY	QUANTITY
1.			
2.			
3.			

WHETHER REGISTERED WITH	DGS&D / NSIC / SSI
IF SO REGISTRATION NO.	
ITEM MANUFACTURED	
SUPPLIED	
LEAD TIME REQUIRED FOR	NO. OF DAYS
HAVE YOU SUPPLIED PAC OR ANY OF THE SUPPLY TO NEPA LTD. PREVIOUSLY, IF SO ORDER REF.	YES/ NO
<b>DETAILS OF EARNEST MONEY:- NOT APPLICABLE, PBG SHALL BE SUBMITTED BY SUCCESSFUL BIDDER WITH IN 15 DAYS OF AWARD OF PO.</b> (Please attach DD as per list in technical specifications)	
AMOUNT IN Rs.:	NEFT DETAILS/DD NO.:
DEPOSIT :	BANKER'S NAME :

**PRICE BID FORMAT ANNEXUREPART 'B'**  
**(TO BE SUBMITTED ON PARTY'S LETTER HEAD)**

REF. NO.: TENDER NO.PUR-1/81/2023-24

DATE-----

-----  
**DESCRIPTION**  
-----

- |      |   |       |
|------|---|-------|
| I)   | BASIC PRICE PER NOS.  | : RS. |
| II)  | GST * (HSN CODE) INCLUSIVE OF CESS IF ANY WITH %  | : RS. |
| III) | TRANSPORTATION CHARGES FROM LOADING<br>STATION----- TO NEPANAGAR BY ROAD<br><b>(TO AND FRO BASIS)</b> | : RS. |
| IV)  | GST*INCLUSIVE OF CESS, IF ANY ON TRANSPORTATION<br>CHARGES IF APPLICABLE (SAC CODE WITH %)            | :RS.  |
| V)   | OTHER CHARGES, IF ANY   | : RS  |
| VI)  | TOTAL PRICE INCLUDING ALL CHARGES BY ROAD<br>F.O.R. NEPANAGAR BASIS INCLUDING INSURANCE ETC.          | : RS. |

\* IF GST IS NOT APPLICABLE TO THE BIDDER OR BIDDER HAS OPTED FOR COMPOSITION SCHEME, BIDDER HAS TO SUBMIT A CERTIFICATE TO THAT EFFECT.

WE HEREBY FURTHER ACCEPT ALL THE TERMS AND CONDITIONS ENCLOSED WITH THE TENDER DOCUMENTS.

**SIGNATURE AND SEAL OF THE SUPPLIER**

**DATE :**

## **Annexure-E**

### **NEPA LIMITED : NEPANAGAR (MP)**

#### **Bidder instructions for filling the tender document.**

1. Intending bidders are requested to study carefully the bid documents including the terms and conditions enclosed before submitting their bid.
2. Bidders are requested to quote rate strictly as per our specifications.
3. Bids documents are not transferable.
4. **Price Part :** Prices quoted should be firm on F.O.R. Nepanagar basis giving breakup of basic price, GST and any other tax if payable and transportation charges. Breakup is must while submitted your offer (**Ref. Annexure-D- PART 'B'-**). **Price part of only those suppliers will be opened whose PART-A is accepted.**
5. **EMD:-** Not Applicable.
6. **EMD / PBG: -** SUPPLIER SHALL SUBMIT EMD / PBG  
EMD / PBG MAY BE SUBMITTED IN FORM OF DEMAND DRAFT/ NEFT / RTGS 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 ARE AS UNDER-

CURRENT ACCOUNT NO	:	32212167441
BANK NAME	:	STATE BANK OF INDIA
BRANCH	:	NEPANAGAR
IFSC CODE	:	SBIN0001306
BRANCH CODE	:	001306

7. Fax/Telex/Telegraphic offers will not be considered.
8. Offers should be valid for 180 days from the date of opening for our acceptance.
9. The Company may accept/reject the whole or part of an offer without assigning any reason. The Company may split the quantity required between two or more bidders as per government guidelines for "**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.
10. Bids not submitted strictly in accordance with the general terms and conditions are liable to be rejected.
11. Offer shall not be accepted if payment terms quoted other than our terms.
12. The offers submitted with payment terms through L/C shall be rejected.
13. For other terms please refer our general conditions of the tender attached herewith. Please submit the Bid by the schedule date and time.  
Thanking you,

**M (Commercial)**

### **GENERAL CONDITIONS OF THE TENDER**

1. Intending bidders are requested to study carefully all the tender documents/conditions and understand the tender/contract conditions before quoting their rates.
2. Tendered will submit along with the tender their past performance with convincing proof of their having supplied such quality material as per the schedule of tender to other reputed consumers/organization/Companies.
3. The quantity indicated shall have to be supplied according to delivery schedule to be specified by Company.
4. The tendered should submit a certificate regarding their financial standing. The tender should be accompanied with the latest Annual Report or Balance Sheet.
5. The tenderers should clearly indicate whether they are manufacturers or agents of manufacturers of the material offered. In case, they are agents of the manufacturers, the name, full address, phone Nos., Fax Nos., Registration No. etc. of the manufacturers should be clearly stated. The tenders shall indicate the turnover, plant capacity, equipment's available etc., as given in the **Annexure-C Part-A**. Particulars about tendering firm should be furnished in the enclosed form **Annexure-C Part-A**.
6. The company reserves the right to accept any tender or reject all tenders either in full or part without assigning any reason for doing so/ or carry out negotiations as considered suitable by the company. The company also reserves the right to split up the tender between two or more tenderers. Any revision in price/terms and conditions of the tender submitted by the tenderers on their own accord after opening of the tenders shall not be accepted by the company.
7. The rate should be quoted in figures as well as in words. In case of difference in figures and words, the amount in words should be considered.
8. The rate should be quoted on F.O.R. Nepanagar basis including GST, Insurance, Cess or any other tax or levies as applicable. Transit Insurance, Transportation charges etc. are to be mentioned separately.
9. All the supplies received at our end will be checked in our factory at Nepanagar.
10. Notwithstanding anything herein contained the suppliers will undertake to be responsible for the safe arrival of the goods in good condition and without any loss or damage at the final destination and until the same be actually delivered to and received by the Mills at its works or other places of final destination and for this purpose goods carried by Railway or other carriers shall be deemed to be so carried at the risk of suppliers. If on inspection at the final destination the Mills discover any loss in the goods supplied or that they are received in damaged or broken condition and that in the opinion of the Mills that they are not of the contracted quality or specification, the Mills shall be entitled (Notwithstanding that the goods shall have passed to the Mills) refuse/acceptance of or reject the goods altogether and claim damages or cancel the contract and buy its requirement in the open market against the suppliers cost and risk in due fulfillment of the contract.
11. The tendered would remain fully responsible to the company for the quality and quantity of such material and for full execution of the order. If at any time it is found that the tendered, his/their sub-suppliers, agents and/or employees is/are involved and are indulged in malpractice of the company shall be at liberty to claim compensation from the tendered for the loss incurred and/or confiscate the Security Deposit without any further notice to the tendered and also at the risk of the tendered.

12. Price quoted should be firm for the entire period of contract. The price however will be subjected to variation (Plus or Minus) only to the extent of changes in statutory duties and levies on the finished product. The tendered should clearly indicate in the offer extent of duties and levies included in the price quoted by them. The claim for increase in price on the above account will be required to be supported with evidence.
13. The Company reserves the right to increase or decrease the quantity on order up to 50% (Fifty). However, the company, at its discretion, to further increase the quantity of the contract or the total tendered quantity keeping the period of supply and terms and conditions of the contract unchanged.
14. The offer should remain firm and valid for acceptance by the company up to a period of 180 days from the date of opening of tender.
15. EMD:- Not applicable.
16. Security Deposit/Performance Bank Guarantee, which is liable to be forfeited in case of breach of any of the terms of contract. In the event of the supplier failing to supply the material ordered in full or in part as per the schedule given by the company and the company having required to purchase the same at a higher price from other sources, the suppliers will be liable to pay such extra cost to the Mills. **The Security Deposit will be released after completing the supply satisfactorily.** The Earnest Money Deposit of unsuccessful tenderers will be refunded to them and Security Deposit will not bear any interest.
17. If the supplier shall desire extension of time for completion of the supply on the ground of the their having been unavoidably hindered in their execution or any other ground, they shall apply in writing to the Mills within 7 days of the date of hindrance on account of which they desire such extension as aforesaid on the Mills, if in their opinion, finds reasonable company may allow such extension of time. In case of extension of time given if granted it shall be without prejudice to the company's right to recover loss or damage suffered due to delay in execution of the supply and shall not be deemed to constitute waiver thereof. Any application for extension of time made by the suppliers after expiry of due date for completion of the supply as per terms/contracts shall not be entertained or be deemed valid.
18. The company will not undertake any responsibility for deterioration of the quality on account of transit delayed.
19. CAUSE OF FORCE MAJEURE: Act of God (like Earthquake/Floods/Storms etc.) act of Estates the direct and indirect consequence of wars (declared or undeclared) Hostilities, National emergencies, Civil Commotion's, strikes and lock outs (only those which exceeds duration of 10 continuous days) of seller's complete work or any other reason beyond the control of the seller and if accepted by the Purchaser. (The seller shall immediately inform the purchaser giving the details and documentary proof at the beginning and end of such impediments. It is understood that delivery dates will be extended only for the duration of above mentioned impediments.
20. **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 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 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).

21. **JURISDICTION:** All disputes arising out of or in any way connected with this tender/order/contract shall be deemed to have arisen at Nepanagar 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.
22. 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. EMD NOT APPLICABLE.
23. Such tenders are not submitted strictly in accordance with the instructions/conditions mentioned herein above considering conditional offers may liable to be rejected.
24. **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 digits 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 have to 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.

25. **Input Tax Credit** Vendor/Supplier/Contractor declares that: 1. 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, as a result 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/livable 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 livable 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/black listed, then the bids may be rejected by Nepa Ltd.

Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, and 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.

26. **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.
27. **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.
28. 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.
29. **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.
30. **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 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**M (COMMERCIAL)**

**“Please submit below mentioned undertaking in party letter head.”**

**ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS**

PROCUREMENT OF OXYGEN AND DA CYLINDER

**TENDER ID NO. \_\_\_\_\_ DATE: -\_\_\_\_\_.**

I hereby certify that I agree to all tender terms & conditions, and I truly understand that these terms & conditions supersede all other general terms & conditions or service level agreement available on CPP Portal.

Seal of Company