

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	30-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	Nepa Mills Limited Nepanagar Burhanpur
कार्यालय का नाम / Office Name	Commercial
कुल मात्रा / Total Quantity	60
वस्तु श्रेणी / Item Category	Procurement of PAC 60 MT
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Procurement of PAC 60 MT
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Self - Contained Self - Rescue (SCSR) as per IS 15803, Parcel Bag Labels of 'CBD / CED' Series, Cotton Towelling And Towels (V3) Conforming To IS 7056, Package No. 1 - ATAL TINKERING LAB OF NITI AAYOG ELECTRONICS DEVELOPMENT, ROBOTICS, INTERNET OF THINGS AND SENSORS, Plastic Bottles/Containers for Packaging of Natural Mineral Water and Packaged Drinking Water Conforming to IS 15410, Pole Mounted Stainless Steel Dustbin (V2), Package No. 8 Atal Tinkering Lab of Niti Aayog - Tinkering Handbooks, Grinding Media Balls as per IS 6079, Package No. 2 Atal Tinkering Lab of Niti Aayog Rapid Prototyping Tools, Computer Paper (V3) Conforming to IS 12766
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Poly Aluminium Chloride (PAC) - MRPL
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)

बिड विवरण/Bid Details	
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes Partial Experience - 1 year (s)
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes Partial Experience - 1 year (s)
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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	25000

ईपीबीजी विवरण /ePBG Detail

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

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

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 - [1776662035.xlsx](#)

Procurement Of PAC 60 MT (60 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	Download
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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	60	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

SPECIAL TERMS AND CONDITION S

- 1) Delivery Schedule: - Material will be supplied 25 to 30 MT in tanker immediately, balance materials shall be supplied as per schedule or lot wise given by Nepa as and when required.
- 2) Bidders are requested to please send the Non-Toxic certificate with each consignment.
- 3) Bidders are also requested to please submit their offer as per Specification given in Additional terms and conditions (**Annexure I**).

ADDITIONAL TERMS AND CONDITION S

COMPANY PROFILE

1. Nepa Limited (Nepa), Neapanagar is a Public Sector Undertaking (PSU) under the administrative jurisdiction of Ministry of Heavy Industry (MHI), Government of India.
2. Nepa is pioneer newsprint Company of India centrally located at Neapanagr and has expanded in stages to the installed capacity of 1,00,000 TPA and switch over from forest based raw material to recycle fiber

(ONP OINP White Mateials etc).

3. We are going to produce NEWS Print as well as Writing Printing in both matchine.

Pre-qualification criteria

Bidders are requested to submit their offer as per the below-mentioned document without the said document offers will not be considered.

Sr. No	Particular	Submitted or not
01	Bidders' average turnover of last three years should not less than Rs. 4	
02	Tender document seal and sign	Yes / No
03	Technical specification seal and sign	Yes / No
04	Same or similar Category Products supply or work completion certificate	Yes / No
05	ePBG of 03% within 15 days after Awarding of contract or the same amount will be recovered from the running bills of the supplier.	Yes / No
06	Last three years Income tax certificate (ITR) with computation sheet	Yes / No
07	MEME or start up or MSE Certificate if Available	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
11	Authorization certificate from OEM	Yes / No
12	CSIR certificate	Yes / No
13	Undertaking for Non-Toxic material during each consignment.	Yes / No

(Annexure I)

Technical Specification of High Basicity of PAC as per IS 15573:2018

Sr. No	Particular	Unit	Speciation
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1	FORM		Liquid
2	Grade	-	High Basicity (Potable Water)
3	APPEARANCE	-	COLOUR LESS TO PALE YELLOW HAZY TO TRANSPARENT LIQUID AND SHALL BE FREE FROM ORGANIC CONTAMINATES
4	ALUMINUM 4AS AL ₂ O ₃ % BY MASS	%	10.2 (MIN)
5	BASICITY % BY MASS	%	64.0 (MIN)
6	CHLORIDE AS Cl % BY MASS	%	10.5(MAX)
7	SULPHATE AS SO ₄	%	2.5(MAX)
8	SPECIFIC GRAVITY AT 25°C		1.2(MIN)
9	VISCOSITY (DYANAMIC) AT 20°C	MPS	3-10
10	WATER INSOLUBLE BY MASS	%	0.5 (MAX)
11	pH of 5 % SOLUTION (W/V)	-	2.5 - 4.5
12	TOXIC SUBSTANCE		
	Mercury (as Hg)	PPM	0.2 (MAX)
	Arsenic (as As)	PPM	5 (MAX)
	Cadmium (as Cd)	PPM	2 (MAX)
	Lead (as Pb)	PPM	8 (MAX)
	Iron (as Fe)	PPM	80(MAX)
	Magnesium (as Mn)	PPM	20(MAX)
	Chromium (as Cr)	PPM	15(MAX)
	Selenium (as Se)	PPM	8 (MAX)
	Total organic carbon (TOC)	PPM	80 (MAX)

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

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

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

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

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

v. **TAXES AND DUTIES:**

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

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

c) TDS AT THE APPLICABLE RATES SHALL BE DEDUCTED FROM THE BILLS FOR WHICH NECESSARY TAX DEDUCTION CERTIFICATE SHALL BE ISSUED BY THE COMPANY AS PER RULES.

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

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

- vi. **EMD / PBG:** - SUPPLIER SHALL SUBMIT EMD / PBG

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

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

CURRENT ACCOUNT NO : 951820110000133
BANK NAME : BANK OF INDIA
BRANCH : NEPANAGAR
IFSC CODE : BKID0009518
BRANCH CODE : 009518

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

vii. **RIGHT OF THE COMPANY:** NEPA RESERVES ITS RIGHT, AT ITS DISCRETION, TO MODIFY / CANCEL / DELAY / HOLD/ WHOLE OR PART AWARD OF CONTRACT WITHOUT ASSIGNING ANY REASONS WHATSOEVER. IN THE EVENT OF THE SAME BIDDERS ARE NOT ENTITLED TO CLAIM ANY FINANCIAL / LEGAL IMPLICATIONS ON NEPA LIMITED. NEPA LIMITED RESERVES THE RIGHT TO **INCREASE OR DECREASE** THE QUANTITY TO BE ORDERED UP TO 25 PERCENT OF BID QUANTITY AT THE TIME OF PLACEMENT OF CONTRACT.

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

ix. **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 INVENTIVE 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.

x. **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.

xi. **FORCE MAJEURE:**

a) IN THE EVENT OF ANY UNFORESEEN EVENT DIRECTLY INTERFERING THE SUPPLIERS ARISING DU

RING 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.

xii. ARBITRATION:

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

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

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

3. Forms of EMD and PBG

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

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

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

5. **Certificates**

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

6. **Generic**

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

7. **Generic**

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

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

8. **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.

9. **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.

10. **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.

11. **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 %.

12. **Generic**

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

13. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

14. **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.

15. **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

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. 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.

16. **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.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

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

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

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

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

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

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

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

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

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

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---