

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687705982177

अनुबंध तिथि | Generated Date : 20-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4833003](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises विभाग Department : Department of Heavy Industry संगठन का नाम Organisation Name : Nepa Mills Limited Neapanagar Burhanpur कार्यालय क्षेत्र Office Zone : Commercial	पद Designation : DY COMML संपर्क नंबर Contact No. : 07352-222242- ईमेल आईडी Email ID : commercial@nepamills.nic.in जीएसटीआईएन GSTIN : 23AAACN9961C1ZL पता Address : NEPA LIMITED NEPANAGAR, EAST NIMAR, MADHYA PRADESH-450221, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : CMD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Director of Finance	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : DEPUTY MANAGER FINANCE AND ACCOUNTS ईमेल आईडी Email ID : mfin@nepamills.nic.in जीएसटीआईएन GSTIN : - पता Address : NEPA LIMITED NEPANAGAR, BURHANPUR, MADHYA PRADESH-450221, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 35B0180000627314 कंपनी का नाम Company Name : HINDON INDIA PRIVATE LIMITED संपर्क नंबर Contact No. : 09910045903 ईमेल आईडी Email ID : salescorp@hindon.co.in पता Address : B-18 2nd-3rd Floor, Hindon House, RDC Rajnagar, Rajnagar, Ghaziabad, UTTAR PRADESH-201002, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-29-0005943 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 09AAACH8860J2Z5 (B) , (G) , 24AAACH8860J1ZE (B) , 09AAACH8860J2Z5 (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : caustic soda lye ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : caustic soda lye (Q3) मॉडल Model : caustic soda lye एचएसएन कोड HSN Code : 28151200	30	metric tonne	19,750	NA	592,500
कुल ऑर्डर मूल्य Total Order Value (in INR)						592,500

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्ष Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : store@nepamills.nic.in संपर्क Contact : 7325-222165-242 जीएसटीआईएन GSTIN : -	caustic soda lye	-	30	20-May-2024	16-Nov-2024

पता | Address : NEPA LIMITED NEPANAGAR,
EAST NIMAR, MADHYA PRADESH-450221, India

Product Specification for caustic soda lye

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/23/27/788/CatalogAttrs/SpecificationDocument/2023/9/26/2023_09_26_15_07_50_spec_2023-09-26-15-07-52_20e5b99f0b2a54db37d43de79a1f50d3.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1059019/54/78/703/CatalogAttrs/SpecificationDocument/2024/3/29/technical_specification_for_sodium_hydroxide_as_nao_2024-03-29-16-36-47_9972f599545cba58f81da2a83437267f.pdf
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

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.

COMMERCIAL TERMS AND CONDITIONS

Sr. No	Particular	Value	Submitted or not submitted
01	Turn over	Bidders Average Turnover of last three years should not less than Rs. 53 lac.	Yes/ No
02	Work Order or Purchases order	Last Purchase order of similar material of any central / state govt organization / PSU/ public listed company/ any paper industry with documentary evidence (copy of purchases order / copy of work order / agreement and / or work completion certificate issued by competent authority of the customer) in support of pre-qualification criteria duly certified by CEO/MD/CFO/ authorized signatory of that company.	Yes/ No
03	Invoice	Invoice should be submitted by bidder for supply of similar materials purchases order of different companies.	Yes/ No

Note: - BIDDERS ARE REQUESTED TO PLEASE SUBMIT THEIR OFFER AS PER GIVEN SPECIFICATION IN BOQ AS WELL AS SPECIFICATION MENTIONED AS UNDER -

Technical Specification for Caustic Soda Lye

Rejection Criteria:-

Quality is the essence of th

04	SD amount	e-PBG 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	<p>is tender the supplier shall supply the material strictly as per the specification mention above the supplied materials inspected at our factory.</p> <p>As regard quality, our laboratory analysis report will be final and out decision on acceptance / rejection will be final and binding on you .</p> <p>BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER FOR SUPPLY OF Caustic Soda Lye as NaOH 60 MT. MATERIAL SH</p>
05	Audited Balance Sheet	Certified copy of audited balance sheet and profit and loss account for the last 3 (three) years.	Yes/ No	
06	Income Tax Return	Copies of income tax return filed for last three assessment years.	Yes/ No	
07	Certificate required	Declaration that the firm has not been blacklisted/debarred by government of India/reserve bank of India / any PSU during last five years duly signed by CEO/MD /CFO.	Yes/ No	
08	Specification seal and signed		Yes/ No	

Sr. No.	Parameters	Unit	Specification
1.	Molecular Formula		NaOH
2.	Specific Gravity	-	1.514
3.	Molecular Mass	% by mass	47.% Min
4.	GPL		600-750
5.	Iron (as Fe+3)	PPM	05 Max
6.	Appearance		Clear, Colorless, Liquid
7.	PH -strong base		>14
8.	Form		In Liquid
9	Total Quantity required	MT	60 MT in Tanker

ALL BE SUPPLIED IN TANKER, AS AND WHEN REQUIRED BY NEPA LIMITED.

THE CONTRACT PERIOD FOR THE SUPPLY OF THE MATERIAL SHALL BE EXTENDED UP TO FOR ONE YEAR.

THE PRICES AS KEED FOR CAUSTIC SODA LYE - 60 MT FOR SIX MONTHS AND MAY BE CONSUMED BEFORE SIX MONTHS.

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

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

- a) DETAILS OF SIMILAR WORKS COMPLETED SUCCESSFULLY DURING THE LAST TWO YEARS TO ANY CENTRAL / STATE GOVT ORGANIZATION / PSU / PUBLIC LISTED COMPANY. CUSTOMER CERTIFICATE/DOCUMENTARY EVIDENCE (COPY OF WORK ORDER / AGREEMENT AND / OR WORK COMPLETION CERTIFICATE ISSUED BY COMPETENT AUTHORITY OF THE CUSTOMER) IN SUPPORT OF PRE-QUALIFICATION CRITERIA DULY CERTIFIED BY CEO/MD/CFO/AUTHORIZED SIGNATORY.
 - b) DECLARATION THAT THE FIRM HAS NOT BEEN BLACKLISTED/DEBARRED BY GOVERNMENT OF INDIA/RESERVE BANK OF INDIA /ANY PSU DURING LAST FIVE YEARS DULY SIGNED BY CEO/MD/CFO.
 - c) ANY OTHER RELEVANT DOCUMENT THE FIRM WISHES TO SUBMIT.
 - d) ADDITIONAL / SUPPLEMENTARY INFORMATION OR DOCUMENTATION REGARDING PRE-QUALIFICATION IS NOT SPECIFIED ABOVE OR ELSEWHERE IN THIS TENDER MAY BE SOUGHT FROM THE BIDDERS AT ANY TIME AND MUST BE SO PROVIDED WITHIN A REASONABLE TIME FRAME AS STIPULATED BY NEPA
- ii. **BID REJECTION CRITERIA: BIDDERS SHALL NOTE THE BID REJECTION CRITERIA AS INDICATED IN BID. PROVISIONS OF THESE CLAUSES MUST BE ADHERED TO WITHOUT ANY DEVIATIONS, FAILING WHICH THE BID SHALL BE CONSIDERED TO BE NON-RESPONSIVE AND MAY BE REJECTED.**
 - iii. **BID OFFER VALIDITY (FROM END DATE): 180 DAYS**

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

TAXES AND DUTIES:

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

b) IF THERE IS ANY VARIATION IN TAXES AND DUTIES AT THE TIME OF COMPLETION OF SUPPLIERS FOR ANY REA

SONS (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.

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 : 32212167441
BANK NAME : STATE BANK OF INDIA
BRANCH : NEPANAGAR
IFSC CODE : SBIN0001306
BRANCH CODE : 001306

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

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.

INTEGRITY PACT: THE PACT ESSENTIALLY ENVISAGES AN AGREEMENT BETWEEN THE PROSPECTIVE VENDORS/BIDDERS AND THE BUYER, COMMITTING THE PERSONS/OFFICIALS OF BOTH SIDES, NOT TO RESORT TO ANY CORRUPT PRACTICES IN ANY ASPECT/STAGE OF THE CONTRACT. ONLY THOSE VENDORS/BIDDERS, WHO COMMIT THEMSELVES TO SUCH A PACT WITH THE BUYER, WOULD BE CONSIDERED COMPETENT TO PARTICIPATE IN THE BIDDING PROCESS. IN OTHER WORDS, ENTERING THIS PACT WOULD BE A PRELIMINARY QUALIFICATION. THE ESSENTIAL INGREDIENTS OF THE PACT INCLUDE:

I. PROMISE ON THE PART OF THE PRINCIPAL NOT TO SEEK OR ACCEPT ANY BENEFIT, WHICH IS NOT LEGALLY AVAILABLE.

II. PRINCIPAL TO TREAT ALL BIDDERS WITH EQUITY AND REASON.

III. PROMISE ON THE PART OF BIDDERS NOT TO OFFER ANY BENEFIT TO THE EMPLOYEES OF THE PRINCIPAL NOT AVAILABLE LEGALLY.

IV. BIDDERS NOT TO ENTER INTO ANY UNDISCLOSED AGREEMENT OR UNDERSTANDING WITH OTHER BIDDERS WITH RESPECT TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, ETC.

V. BIDDERS NOT TO PASS ANY INFORMATION PROVIDED BY PRINCIPAL AS PART OF BUSINESS RELATIONSHIP TO OTHERS AND NOT TO COMMIT ANY OFFENCE UNDER PC/ IPC ACT.

VI. FOREIGN BIDDERS TO DISCLOSE THE NAME AND ADDRESS OF AGENTS AND REPRESENTATIVES IN INDIA AND INDIAN BIDDERS TO DISCLOSE THEIR FOREIGN PRINCIPALS OR ASSOCIATES.

VII. BIDDERS TO DISCLOSE THE PAYMENTS TO BE MADE BY THEM TO AGENTS/BROKERS OR ANY OTHER INTERMEDIARY.

VIII. BIDDERS TO DISCLOSE ANY TRANSGRESSIONS WITH ANY OTHER COMPANY THAT MAY IMPINGE ON THE ANTI-CO

RRUPTION PRINCIPLE.

ANY VIOLATION OF INTEGRITY PACT WOULD ENTAIL DISQUALIFICATION OF THE BIDDERS AND EXCLUSION FROM FUTURE BUSINESS DEALINGS, AS PER THE EXISTING PROVISIONS OF GFR, 2017, PC ACT, 1988 AND OTHER FINANCIAL RULES/GUIDELINES ETC. AS MAY BE APPLICABLE TO THE ORGANIZATION CONCERNED.

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.**

x. **FORCE MAJEURE:**

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

ii. **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).

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

2.3 Turnover:

Bidder Turn Over Criteria: 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 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.

2.4 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.
32212167441
IFSC Code
SBIN0001306
Bank Name
STATE BANK OF INDIA
Branch address
NEPANAGAR

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

2.5 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.

2.6 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 %.

2.7 Generic:

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

2.8 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.

2.9 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.

2.10 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.

2.11 Generic:

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

2.12 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.13 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NEPA LIMITED
Account No.
32212167441
IFSC Code
SBIN0001306
Bank Name
STATE BANK OF INDIA
Branch address
NEPANAGAR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.14 Generic:

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.15 Generic:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.16 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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.