बिड संख्या/Bid Number: GEM/2026/B/8217547

दिनांक /Dated: 29-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-11-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-11-2026 19:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Steel Limited
संगठन का नाम/Organisation Name	Nmdc Steel Limited
कार्यालय का नाम/Office Name	Nmdc Iron Steel Plant Jagdalpur Bastar Cg 494001
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :lvsagar@nmdc.co.in Buyer Email id: buyer6.nsl.cg@gembuyer.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	1600671728 GEN TRAFO L/F 31.5 34.11KV 3 STE YND11
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	1600671728 GEN TRAFO L/F 31.5 34. 11KV 3 STE YND11
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Distribution Transformer, 3 Phase, upto and Including 200 KVA ISI Marked To IS 1180 (Part 1)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
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
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
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	530198

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

AGM (FIN)
NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Muktikant Samal)

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 availabele 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)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

3. 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

1600671728 GEN TRAFO L/F 31.5 34.11KV 3 STE YND11 (1 pieces)

(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

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	Mahendra Raud	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	1	480

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 (Increased quantity ÷ Original quantity) × 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 uploaded ATC document Click here to view the file.

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Ref No.NSL/SP-5697/Generator Transformer (TRT)/2026/149 Date: XX.XX .2026

Subject: Supply of Spare Generator Transformer of TRT Generating System Installed at Power Blowing Station (PBS) of Power Distribution System at NMDC Steel Limited (NSL), Nagarnar, Jagdalpur, Distt - Bastar, Chattisgarh-494001.

Pre-Qualification Criteria for Supply of Spare Generator Transformer of TRT Generating System for NSL

The prospective tenderer (Which term shall mean and include the Manufacturer and /or its authorized distributor/Dealer/ Channel Partner) must have supplied at least one number of (Similar Item) in any Steel Industry / any Industry during the last 07 Years prior to this tender. Documentary evidence to the above should be enclosed.

Similar Items: Supply of Oil Filled Transformer having MVA rating 25MVA (minimum) and HV side voltage rating 11KV (minimum).

The following documents are to be submitted for fulfilling the above PQ Criteria:

i. Purchase Order copy received along with documents for proof of supply against the PO for the supply of similar items. Viz. tax invoice/Delivery challan or any document establishing proof of supply and submission of performance certificate of the supplied item against the same purchase order.

Where the tenderer is an authorized dealer of the OEM, such tenderer may submit documents of OEM for satisfying the above Pre-Qualifying Criteria supplied either through OEM or by them.

Note:

1. NSL reserves the right to verify the authenticity of documents from the OEMs/ Concerned Buyers/ Customers. In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by NSL, in respect of capabilities and performance of the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation /tender submitted by such tenderer is liable to be rejected. If such report is received after opening of the price bids, then also the quotation/tender of that tenderer is liable to be rejected.

2. NSL also reserves the right to seek any additional related documents / any other financial documents, etc., if required.

3. Regarding Clarification of Bids/ Shortfall Document: - As per guidelines, no post-bid clarification at the initiative of the bidder shall be entertained by NSL. In case of any shortfall of documents, NSL shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of bids.

The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regards to pre-qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered.

For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

4. Bidders who have supplied the tendered item(s) successfully to NSL-Nagarnar as per this tender PQ eligibility criteria i.e. specification, quantity and period of supply etc. during any of the last seven (07) years prior to issue date of this tender and performance of the supplied item(s) was satisfactory and accepted by NSL, such bidder(s) if they have not submitted the documents as mentioned in the Pre-Qualification Criteria (PQC) of the tender, during subsequent clarification, can submit Purchase Order number(s) against which supplies as per tender PQC have been made

successfully to NSL-Nagarnar earlier. The details of Supplied Quantity, Specification, Period of Su pply etc. may also be submitted for evaluation of their offer in line with Pre-Qualification Criteria (PQC) of the tender.

Special conditions:

1. Bidder shall confirm the offered Transformers fully comply the technical specification and drawings ment ioned in bid.

2. Bidder shall submit the technical specification and drawing within 45 days from the date of placement of PO for review and approval of NSL.

3. The transformer provided by the manufacturer shall be new, free from defects and of same type/ quality set as per relevant standard/codes.

4. Warranty clause must be there and as per standard manufacturing warranty.

5. Material inspection and acceptance criteria:

a) Pre-dispatch inspection and testing shall be carried out at the manufacturer's end in the presence of NS L representative.

b) Visual inspection of material at NSL site.

c) Verification of Routine Test and Factory test reports.

Annexure-II

INTEGRITY PACT FORMAT

Between

NMDC Steel Ltd hereinafter referred to as "The Principal"

And

---------- hereinafter referred to as "The Bidder / Contractor"

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PREAMBLE

–

The Principal intends to award, under laid – down organizational procedures, contract/s for (Description of t he Equipment). The Principal values full compliance with all relevant laws and regulations, and the principl es of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Government al Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the begin ning till execution of the contract for compliance with the principles mentioned HEREIN.

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SECTION 1- COMMITMENTS OF THE PRINCIPAL

–

(1) The Principal commits itself to take all measures necessary to prevent corruption and to obs erve the following principles:-

I. No employee of the Principal, personally or through family members, will in connection wi th the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.

II. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information thr ough which the Bidder could obtain an advantage in relation to the tender process or the c ontract execution.

III. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspic ion in this regard, the Principal will inform its Vigilance Office and in addition can initiate di sciplinary action.

SECTION – 2 COMMITMENTS OF THE BIDDER/CONTRACTOR

–

(1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption . He commits himself to observe the following principles during his participation in the tend er process and during the contract execution.

I. The Bidder / Contractor will not, directly or through any other person or firm, offer, pro mise or give to the Principal, to any of the Principal's employee involved in the tender pr ocess or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advanta ge during the tender process or the execution of the contract.

II. The Bidder / Contractor will not enter with other Bidders into any illegal Agreement or u nderstanding, whether formal or informal. This applies in particular to prices, specificati ons, certifications, subsidiary contracts, submission or non-submission of bids or action t o restrict competitiveness.

III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti- corruption Laws of India, further the Bidder/Contractor will not use improperly, for purpo ses of competition or personal gain, or pass on to others, any information provided by th e Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he h as made, is committed to or intends to make to agents, brokers or any other intermedia ries in connection with the award of the contract.

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

(3) The Bidder / Contractor may indicate the advantage of his offer compared to the tender t erms and conditions. The Bidder / Contractor shall not make any commitment whatsoever o n the offers / products of other bidder(s) thereby influencing the principal to take decision o f the former.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CON TRACT

(1) If the Bidder, before contract award, has committed a serious transgression through a viol ation of Section 2 or in any other form such as to put his reliability or credibility as Bidder in to question, the Principal is entitled to disqualify the Bidder from the tender process or to te rminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of sect ion – 2 such as to put his reliability or credibility into question, the principal is entitled also t o exclude the

Bidder / Contractor from future contract award processes. The imposition and duration of t he exclusion will be determined by the severity of the transgression. The severity will be de termined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of t he damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 y ears.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke th e exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasona ble doubt is possible.

SECTION 4 – FORFEITURE OF EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

(1) If the Principal has disqualified the Bidder from the tender process prior to the award acco rding to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.

(2) If the Principal has terminated the contract according to section – 3, or if the Principal is e ntitled to terminate the contract according to section – 3, the principal shall be entitled to f orfeit the Earnest Money Deposit/Security Deposit.

SECTION 5 – PREVIOUS TRANSGRESSION

(1) The Bidder declares that no previous transgression occurred in the last three years with a ny other company in any country confirming to the TI approach or with any other Public Se ctor Enterprise in India that could justify it’s exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the te nder process or the contract, if already awarded, can be terminated for such reason.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUB-CONTRACTORS.

(1) The bidder/contractor undertakes to demand from all sub-contractors the commitment con

sistent with this integrity pact, and to submit it to the Principal before contract signing.

(2) The principal will enter into Agreement with identical conditions as this one with all bidder s, contractors and sub-contractors.

(3) The principal will disqualify from the tender process all bidders who do not sign this pact a nd submit it to the Principal along with the offer.

SECTION 7 – CRIMINAL CHARGES VIOLATING BIDDERS/CONTRACTORS/SUB-CONTRACTORS

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employe e or a representative or an associate of a Bidders/Contractors/Sub- Contractors which constitutes corrupti on, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office .

SECTION 8 – EXTERNAL INDEPENDENT MONITOR

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(1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what ex tent the parties comply with the obligations under this Agreement.

(2) The monitor is not subject to instructions by the representatives of the parties and perfor ms his functions neutrally and independently. He reports to the Chairman of the Board of t he Principal.

(3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to S ubcontractors. The Monitor is under contractual obligation to treat the information and doc uments of the Bidder/Contractor/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among t he parties related to the Project provided such meetings could have an impact on the contr actual relations between the Principal and the Contractor. The parties offer to the Monitor t he option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this Agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or take other relevant action. The monitor can in this regard submit non-b inding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will regularly submit a written report to the Chairman of the Board of the Prin cipal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an o ffence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reason able time, taken visible action to proceed against such offence or reported it to the Vigilanc e Officer, the Monitor may also transmit this information directly to the Central Vigilance Co mmissioner, Government of India.

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SECTION 9 – PACT DURATION

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after th e last payment under the respective contract, and for all other Bidder's 6 months after the contract has b een awarded.

SECTION 10 – OTHER PROVISIONS

(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Corp orate Office of the Principal.

(2) Changes and supplements as well as termination notices need to be made in writing: Side Agreements have not been made.

(3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.

(4) A person signing Integrity Pact shall not approach the courts while representing the matte rs to IEMs and he/she will await their decision in this matter.

(5) Foreign bidders to disclose the name and address of agents and representatives in India a nd Indian Bidders to disclosed their foreign principals or associates.

(6) Bidders to disclose the payments to be made them to agents/ brokers or any other interm ediary.

_____ _____

(For & On behalf of the Principal) (For and on behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place ---------- Date ----------

Witness 1: _____ Witness 1:_____

(Name & Address) (Name & Address)

NOTE: The Integrity Pact should be submitted by the Bidder in their Company's Letter-Head. All the pages of Integrity Pact should be signed by Bidder along-with signature of witness on last page of IP.

Annexure-III

CERTIFICATE

NAME OF THE TENDER:

TENDER ENQUIRY NO:

DATE OF TENDER ENQUIRY:

I/WE hereby undertake that M/s……confirm completeness of "I ntegrity Pact" provided in Part-A of the tender document.

Signature of the authorized person

On behalf of M/s._____

Seal and Signature

Place:

Date:

Note: Above Certificate is to be furnished on the Company’s Letter head.

Annexure – VI

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

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This declaration must form part of all tenders & it contains general information and serves as a declaration

form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/TENDER No. .....

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ... (full name), do hereby declare, in my capacity as .... of ..... Name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' /'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs -Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	**Local content calculated as above %**	**Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)**

(1) Item wise details with percentage of each item is to be given.

(2) Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020_and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____ DATE:_____

Seal/Stamp of Bidder.

NOTE:

1. Class I local supplier means a supplier or service provider whose goods, services or works offered for pr ocurement has minimum 50% local content.
2. Class II local supplier means a supplier or service provider whose goods, services or works offered procu rement has minimum 20% local content.
3. Non-local supplier means a supplier or service provider whose goods, services or works offered procure ment has local content less than 20%.
4. Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---