



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4813334
Dated/दिनांक : 22-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-04-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-04-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Cement Corporation Of India Limited (cci)
Office Name/कार्यालय का नाम	Rajban Cement Factory
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	SS (Stainless steel) Plate Thickness 10 mm Grade: AISI - 310 Make: SAIL/TATA/JINDAL (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
RCM Applicable/लागू आरसीएम	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	26000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

account officer
Rajban Cement Factory, Cement Corporation of India Limited (CCI),
(Deepak Prakash)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and

"Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. 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.

Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

4. 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

SS (Stainless Steel) Plate Thickness 10 Mm Grade: AISI - 310 Make: SAIL/TATA/JINDAL (2 metric tonne)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

[Download](#)

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकार 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	18%	NA	NA	No

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Neelesh Kumar Tripathi	173029,Cement Corporation of India Ltd., Rajban Cement Factory,Distt. Sirmour(H.P.)	2	20

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	SS Plate Thickness 10.00 mm Grade :AISI - 310 Make :SAIL/TATA/JINDAL View	SS Plate Thickness 10.00 mm Grade :AISI - 310 Make :SAIL/TATA/JINDAL	SS (Stainless Steel) Plate Thickness 10 Mm Grade: AISI - 310 Make: SAIL/TATA/JINDAL(2)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNEXURE-B

CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprises - ISO 9001:2015 Certified)

Part-III SPECIAL TERM AND CONDITIONS

1.0 SPECIFICATIONS:

1.1 The specifications of SS Plate required are as per annexure -C.

2.0 QUANTITY:

2.1 The quantity is clearly mentioned in annexure - C.

2.4 Non acceptance of indents by the supplier on any account fix quantity, delay in receipt of indent etc. will tantamount to breach of contract and supplier will be liable to pay penalty /liquidated damages as per decision of the Corporation based on the relevant paras of the terms of the contract.

3.0 DELIVERY:

3.1 The supply has to be made As per delivery schedule within 20 days after placement of order.

3.2 The Unit shall place their order and the supplier shall supply the material within the delivery period as specified in the Annexure-C and as per schedule stipulated in the order.

3.3 All terms and conditions stipulated in the tender will be applicable to such ad-hoc requirements also.

3.4 The completion of delivery shall be on the date of the receipt of material at CCI's factory site. It shall be the responsibility of the supplier to ensure that the material reaches CCI's unit as per the delivery schedule given.

4.0 PRICES:

4.1 The rates should be quoted in our prescribed Price bid Performa as per Annexure -D

4.2 The rates offered shall be inclusive of packing and forwarding charges, freight, inspection charges and any other levies/ charges etc. and GST shall be extra. Necessary documents will have to be submitted by you for availing ITC on G

ST. The rates shall be firm throughout the supply of total quantity. Tenderers have to submit the MTC from a government approved lab.

5.0 PAYMENT TERMS:

5.1 100% within 30 days from the date of receipt & acceptance of materials at our site after adjustment of recoveries due, if any as per CCI's assessment and L. D clause.

5.1.1 **LD:** In the event of goods not delivered on or before the date of delivery mentioned in the indent, a penalty @ ½% of the unexecuted order value per fortnight or part thereof shall be levied, subject to a maximum of 5% of total value of order..

5.2 in case of payment through bank, all bank charges shall be borne by supplier.

5.3 EARNEST MONEY DEPOSIT : Rs 26000/- (Twenty six thousand only) by through e-payment gateway as per clause no.1 of Part-II General terms and conditions.

5.4 **SD:** Successful tenderer(s) shall have to furnish a Security Deposit equivalent to 3% (Three percent) value of the order by way of Demand Draft / Bank Guarantee (In CCI's format) in terms of Clause No. 2 of Part- II of the tender documents for satisfactory completion / performance of the contract. S.D will be refunded after successful completion of contract.

6.0 QUALITY:

6.1 The supplier shall guarantee and confirm that the materials to be supplied are as per specifications and dimensions. Material shall be free from any defects arising out of use of defective materials or any manufacturing or any other defects.

6.2 The supplier shall furnish test certificates of their laboratory and inspection report (MTC), if any. In case the material found defective, the supplier shall replace the material immediately at free of cost.

6.3 The chemical composition and tolerance the material will be governed by the relevant latest standard specification. Testing for chemical composition will also be governed by the relevant latest Indian Standard specification.

7.0 JURISDICTION:

It is hereby agreed by the parties here that only the following Courts shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the agreement:-

- i. Courts at Ponta Sahib / Shimla for contracts awarded for Rajban Unit.

8. Inspection: At our site (CCI Rajban)

09. Paying Authority: HOD (Fin), CCI Rajban

10. MTC from manufacture shall be Provided along with supply of SS Plate.

11. Consignee: HOD (Materials & Management) Cement Corporation of India

Ltd.

Rajban Cement Factory, distt : Sirmour (H.P)

Signature of tendere

r

TECHNICAL BID

Tender No.RCF/MM/279(23)

Sr.No	Description	Unit	Quantity
01	SS Plate Thickness 10.00 mm Grade :AISI - 310 Make :SAIL/TATA/JINDAL	MT	2.00

Deliver Period: The supply has to be made within 20 days after placement of order.

ANNEXURE - 9

DECLARATION LETTER OF HAVING READ AND UNDERSTOOD THE GTCTO BE
UPLOADED DULLY FILLED, SIGNED AND STAMPED

Ref. No. of bidder:

Date:.....

.....

We/I have read the Part - I (Instructions to tenderers), Part- II (General Terms & Conditions) Available on tender portal of www.cci.ltd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical Specifications) of NIT No. and have understood them completely and accept. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/ addendum, if any. Therefore the Part I, II, III, IV and Corrigendum / Addendum, if any, shall constitute the complete tender document. In the event of award of contract to us, the complete tender documents shall be considered for constitution of contract agreement.

We/I also confirm that no tampering is done with original tender documents. We understand that any tampering of tender documents will lead to rejection of our bid/ Action for disqualification in participation of Tenders in CCI.

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies. We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against us/me by the Corporation for damages. We are/I am duly authorized/empowered to sign all the tender documents.

We/I also understand that in case of any wrong / mal practice / deviation / breach of contract is done by us / me, action for debarring can be taken against us / me by way of show cause notice, and appropriate action considering reply / no reply by us / me.

Yours faithfully,

Date:

Signature of Tenderer: _____

Name of the Signatory: _____

Designation: _____

Seal of the Company /Firm: _____

Annexure-2

INTEGRITY PACT

Between Cement Corporation of India Limited (CCI) hereinafter referred to as "The Principal", and -----herein after referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----The Principal value full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ contractor(s) :

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

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any mat

erial or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IP C/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.
- e)The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) Bidder(s)/Contractor(s) signing IP shall not approach the court while representing the matters to IEMs and he/she will await their decision in the matter.
- h) In case of a joint venture, all the partners of the joint ventures to signed the IP
- i) Any violation of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings, as per the existing Provision of GFR, 2017, PC act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the origination concerned.
- j) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required the Organizations may adopt any mediation rule for this purpose. In case, the dispute remains unresolved even after mediation by the panel Of IEMs, the organizations may take further action as per the terms & Conditions of the contract.

Section 3-Disqualification from tender process and exclusion from future contracts :

- (1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

- (2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined 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 the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (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 the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages :

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 -Previous transgression:

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors :

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating bidder(s)/Contractor(s)/Subcontractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substa

ntive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 -Independent External Monitor/Monitors :

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) 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 take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding 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. However, the independent External Monitor shall give an opportunity to the Bidder/Contractor to present its case before making its recommendations to the Principal.
- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.
- (7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC /PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor/ would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure/role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- (10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder/Contractor) in any manner.

Section 9 — Pact duration :

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of CCI.

Section 10 — Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) 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.

(For and on behalf of the Principal) (For and on behalf of Bidder/Contractor) (Office Seal) (Office Seal)

Place _____

Date _____

Witness 1 :

Witness 2 :

(Name & Address) _____

(Name & Address) _____

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---