Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6039721
Dated/दिनांक : 09-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-03-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-03-2025 11:30:00
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
क्रेता ईमेल/Buyer Email	buycon10.ccil.hp@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Procurement of Brand new one (01) vehicle with chassis body only of Max Pickup Mahindra (Four Wheel
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Procurement of Brand new one (01) vehicle with chassis body only of Max Pickup Mahindra (Four Wheel Drive) or Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu to Cement Corporation of India Ltd, Rajban, at Manal Limestone Mines of Dist-Sirmour H.P.
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	• Utility Vehicle
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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	24000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

(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 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।

(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)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Procurement Of Brand New One (01) Vehicle With Chassis Body Only Of Max Pickup Mahindra (Four Wheel (1 the number pi)

(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	28%	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.)	1	40

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	Brand new one (01) vehicle with chassis body only of Max Pickup Mahindra (Four Wheel Drive) or Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu to Cement Corporation of India Ltd, Rajban, at Manal Limestone Mines of Dist-Sirmour H.P. View	Brand new one (01) vehicle with chassis body only of Max Pickup Mahindra (Four Wheel Drive) or Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu to Cement Corporation of India Ltd, Rajban, at Manal Limestone Mines of Dist-Sirmour H.P.	Procurement Of Brand New One (01) Vehicle With Chassis Body Only Of Max Pickup Mahindra (Four Wheel(1)

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 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 Added text based ATC clauses

CEMENT CORPORATION OF INDIA LIMITED

PO RAJBAN CEMENT FACTORY

DISTRICT SIRMUR (H.P.)

PART-III: SPECIAL TERMS AND CONDITIONS

Subject: Procurement of Brand new one (01) vehicle with chas sis body only of Max Pickup Mahindra (Four Wheel Drive) or T ata yodha, Force, Bajaj, Ashok Leyland, Isuzu to Cement Corpo ration of India Ltd, Rajban, at Manal Limestone Mines of Dist- Sirmour H.P.

In addition to the General Terms and Conditions of tender under PART – I & II, the following terms and conditions will also apply to the contra ct. These special terms and conditions, if contradictory to any conditio ns given in PART - I & II, will prevail upon the conditions given therein.

1.0 SCOPE OF SUPPLY :

Sl. No.	Particulars	Qty

1.	Manufacturer/Authorised Dealer : Mahindra (Four wheel drive) or Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu : • Vehicle :Brand new Bare vehicle with chassis body & necessary accessories affixed • Model : Max Pick up (Mahindra) or equivalent model of Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu with following main technical specifications • Load carrying capacity: 1100kg • Engine Power: 80 HP • Drive Type : 4 Wheel drive • Purpose of vehicle-Suitable for explosive Van Above technical specification may be vary -10% (+no limit) as per standard model of the Mahindra (Four wheel drive) or Tata yodha, Force, Bajaj, Ashok Leyland, Isuzu	01 No

2.0 DOCUMENTS REQUIRED:

Following documents should be provided at the time of delivery of the vehicle:

1. Insurance
2. Registration Certificate (to be done by dealer/manufacturer)
3. Road tax
4. Pollution
5. Fitness

3.0 CERTIFICATE:

The bidder should be authorized dealer of Mahindra (Four wheel drive) or Tata, Force, Bajaj, Ashok Leyland, Isuzu vehicle. Authorized dealer certificate should be submitted with tender documents.

4.0 INSPECTION:

Our corporation representative may visit the vehicle showroom at the time of delivery. Primary inspection of the vehicle will be done jointly with bidder representative at showroom. For other places may be informed at the time of procurement finalization or delivery of the vehicle and also purpose of use. In case of any abnormality/damage observe, the same should be rectify/replaced by successful bidder before delivery.

5.0 TRANSPORTATION AND FREIGHT:

Bidder is responsible to deliver the vehicle to factory address given below in well and good condition. Final inspection will be carried out after receiving the vehicle at Factory premises and based on that i t will be accepted.

Cement Corporation of India Ltd.
Rajban Cement Factory
Manal Limestone Mines
PO-Rajban, Tehsil-Poanta Sahib, Dist: Sirmour
H.P – 173029

Cost of door delivery will be bear by bidder. Bidder will be responsi ble for safe delivery of the vehicle. Any transit losses/damage of the v ehicle shall be borne by the supplier.

6.0 EARNEST MONEY DEPOSIT:-

EMD for this tender is Rs. 24,000 (Rupees Twenty four Thousand) o nly to be submitted as per Clause of General Terms and Conditions.

7.0 PRICE:

Price should be indicated for insurance, registration certificate, roa d tax, pollution, fitness and Transportation cost separately & taxes ext ra.

8.0 REJECTION & REPLACEMENT:

In the event of the material proving defective in the course of man ufacturing and assembly the same shall be rejected. The supplier shall undertake to replace the rejected material at his own cost and the rej ected material shall be sent back to the supplier after fulfilling the co mmercial terms & conditions.

9.0 DELIVERY SCHEDULE:

The vehicle is to be delivered within 40 days of placing the Purcha se Order.

10.0 WARRANTY:

The vehicle shall be guaranteed for any manufacturing defect or a ny other defect for a period of 12 (twelve) months from the date of su ccessful commissioning or 18(eighteen) months from the date of comp letion of the delivery whichever is earlier. Any component found defec tive should be replaced free of cost within guaranteed period including transportation cost. In addition to that all other guarantee/w arrantee shall be applicable of the vehicle as per commercial terms of the supplier.

11.0 SECURITY DEPOSIT: -

(a) Successful tender(s) shall have to furnish a Security Deposit equivalent to @ 5 % (five percent) value of the order calculate d on total value of order i.e. basic price plus taxes duties and f reight by way of RTGS to CCI, Rajban/ Bank draft/ bank guaran tee from any nationalized bank (in CCI's format) in terms of cl ause No. 2 of part-II (General terms and conditions available in CCI website www.cciltd.in) towards satisfactory performance of the contract.

(b) Security Deposit shall be released within three (03) months afte r completion of guarantee period of the supplied vehicle.

12.0 PAYMENT TERMS:

100% payment within 30 days through RTGS after receipt and acc eptance of the vehicle at our site or any other term acceptable to CCI Ltd.

13.0 LIQUIDATED DAMAGES:

Any delay beyond the schedule duration of 40 days will attract pen alty for every day of delay@0.25% of the total contract price subject t o the maximum ceiling of 5% of the total contract value.

14.0 PAYING AUTHORITY:

H.O.D.(FINANCE) – RAJBAN CEMENT FACTORY,

15.0 RULE AND REGULATIONS:

Vehicle should comply all statutory regulations as per Central Moto

r vehicle rule 1989 and

amendment thereof if any and motor vehicle regulations/rule, Himachal Pradesh.

16.0 JURISDICTION: Court of Poanta Sahib only

-00000-

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) Availab le on tender portal of www.cci.ltd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical Specific ations) of NIT No. .....and have understood them completely and accept. Our offer is in conf irmation 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 do cument. In the event of award of contract to us, the complete tender documents shall be considered for co nstitution of contract agreement.

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

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the d epartments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies. We/I certify that the informati

on 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 Corpo ration 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 do ne by us / me, action for debarring can be taken against us / me by way of show cause notice, and approp riate 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 ----------hereinafter 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 material 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 IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purpose s of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regar

ding plans, technical proposals and business details, including information contained or transmitted electro nically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/r epresentatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the n ame 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 th e 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 wit h 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 futu re business dealings, as per the existing Provision of GFR, 2017, PC act, 1988 and other Financial Rules/Gui delines 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 contra cts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle disput e through mediation before the panel of IEMs in a time bound manner. If required the Organizations may a dopt 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 throu gh a violation of Section 2, above or in any other form such as to put his reliability or credibility in que stion, the principal is entitled to disqualify the Bidder(s)/Contractor(s) 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 sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Cont ractor from future contract award processes. The imposition and duration of the exclusion will be dete rmined by the severity of the transgression. The severity will be determined by the circumstances of t he case, in particular the number of transgressions, the position of the transgressors with the compan y hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimu m 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 i nstalled 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 accordi ng 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 entitle d to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover fr om the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Ban k 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 S ector 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 c onsistent 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 an d Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or viol ate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an em ployee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corru ption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the C hief 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 c omply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his fun ctions 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 al l 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 an d unconditional access to his project documentation. The same is applicable to Subcontractors. Th e Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/C ontractor(s)/Subcontractor(s) with confidentiality.

(4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so infor m 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 recomm endations. Beyond this, the Monitor has no right to demand from the parties that they act in a spe cific manner, refrain from action or tolerate action. However, the independent External Monitor sh all give an opportunity to the Bidder/Contractor to present its case before making its recommenda tions 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 In dependent Directors on the CCI Board.

(7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under rele vant 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 tra nsmit 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 confidentially of the information acquir ed 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 b efore 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 a fter the last payment under the contract and for all other bidders 6 months after the contract has been aw arded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid des pite 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 agreement s have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or co nsortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agree ment remains valid. In this case, the parties will strive to come to an agreement to their original inten tions.

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

Place _____

Date _____

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____ _____

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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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---