

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-05-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-05-2026 12:30:00
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
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	TWPM 40-45 T FLAT LOW BED 40 8.5
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Trailers with Prime Movers
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Agricultural Trailer Complying to AIS 112, EOT Crane, Dental Composite Kit with Etchant and Bonding Agent, Trailer Mounted Suction Machine, Trailer Pump for Fire Brigade use as per IS 944, PVC Insulated (Heavy Duty) Electric Cables Marked To IS 1554 (Part 1) (V2), Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636, V - Belts - Endless Narrow V - Belts for Industrial use as per IS 14261
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> EOT Crane
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

बिड विवरण/Bid Details	
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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईएमडी राशि/EMD Amount	102674
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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).	15

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

AGM

NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Muktikanta 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 available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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.

2. 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.

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

TWPM 40-45 T FLAT LOW BED 40 8.5 (2 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
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Praveen Sonteke	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdapur , Dist .Bastar, CG 494001	2	60

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Ref No. NSL/MM-1249/ /Procurement of 02 Nos. Trailers with Prime Movers (Payload Capacity 40-45 Ton)/ GEM/2026/B/7478790

Date: 02.05.2026

PURCHASE ENQUIRY
(Covered under integrity pact)

Subject: Supply of **02 Nos. Trailers with Prime Movers** for NMDC Steel Limited (NSL), Nagarnar, Jagdalpur, Distt- Bastar, Chattisgarh-494001.

Dear Sir,

Online Tenders are invited through GeM portal for the **02 Nos. Trailers with Prime Movers** for NMDC Steel Limited (NSL), Nagarnar, Jagdalpur, Distt- Bastar, Chattisgarh-494001.

You are requested to submit the offer **in TWO bid system through GeM Portal** only.

The last date of submission of offers, through GeM Portal is on or before **23.05.2026, 06:00PM (18:00 hrs IST)**. The technical bid of the offers shall be opened on the same day, i.e. **23.05.2026, 06:30 PM (18:30hrs, IST)**. Any Corrigendum to the enquiry shall be uploaded in GeM Portal only. Bidder(s) are requested to visit the GeM Portal website regularly.

Yours faithfully,

For and on behalf of NMDC Steel Limited

(SAMYA BHOOKYA)

General Manager (MM)

Enclosures:

- 1.** Annexure-I : Schedule of Tender {ATC} etc.},
EMD proposed
- 2.** Annexure-II & III : Integrity Pact Format
- 3.** Annexure-IV : Technical Specifications
- 4.** Annexure-V : General Terms & Conditions

- 5.** Annexure-VI & VII : MII Compliance
- 6.** Annexure-VIII : PERFORMANCE BANK GUARANTEE

SCHEDULE OF TENDER

Description of the items/ Scope of NIT:

- 1.** Online Tenders are invited through GeM portal for the Supply of **02 Nos. Trailers with Prime Movers** for NMDC Steel Limited (NSL), Nagarnar, Jagdalpur, Distt- Bastar, Chhattisgarh-494001, as per the Technical Specifications at **Annexure-IV** and **NIT** conditions.
- 2.** The offers shall be submitted through GeM Portal only. No other mode is acceptable.
- 3.** The offers shall be submitted in TWO Part Bid System.

Technical Bid: Shall consist of Integrity Pact, Technical specification Compliance, Techno-Commercial Details, Technical data sheet & Drawing, Undertaking to special conditions.

Price Bid: Shall consist of Price details only.

Technical bid/ Techno-Commercial bid and Price bid shall be submitted through GeM Portal.

- 4.** The offer may be submitted well before the due date and time of offer submission. NMDC Steel Limited shall not be responsible for non-submission of the offer through GeM Portal, within the due date and time, due to internet speed or any other issues.
- 5. E.M.D.:** The tenderer is required to submit the offer accompanied by EMD amounting **Rs. 1,02,674 /- (All inclusive)** as per the Bid.
- 6. PERFORMANCE BANK GUARANTEE:** the supplier shall submit bank guarantee of 10 % value of the basic order value
- 7.** The Corporation reserves the right to accept or reject any bid or all the bids, accept any bid in full or part or cancel this enquiry, without assigning any reasons thereof.
- 8.** The tenderer is required to accept the "Integrity Pact" enclosed along with the tender document and shall submit the same duly signed along with the offer in GeM Portal. The format for Integrity Pact is enclosed. (Refer GTC clause-28 & Annexure-II & III)
- 9.** The bidder shall upload all the supporting documents specified in the NIT documents in pdf format (merged and compressed format), up to 10MB in each location at:

Upload document ->Bid Documents: in the following options:

Additional Doc 1 (Requested in ATC).

Additional Doc 2 (Requested in ATC)

**Additional Doc 3 (Requested in ATC)
Additional Doc 4 (Requested in ATC)**

10. ATC (ADDITIONAL TERMS & CONDITIONS)

Note:

- i. Tenderers are required to reply all commercial terms & conditions point wise and clause wise.
- ii. For any Techno-commercial clarification against this tender, please contact;

Name & Designation:

Mr. Maddi Anand Kumar, Sr. Mgr.(Materials)manandkumar@nmdc.co.in

Contact: 8718880112

Mr. Nischal Agnihotri, AGM(MM) nagnihotri@nmdc.co.in

Contact: 9676207460

Mr. Saamyaa Bhookya, GM(MM) bsamyaa@nmdc.co.in

Special Note:

1. The bidder should submit the integrity pact document (Annexure-II & Annexure-III) on its Company's letter head, duly signed by the authorized representative on all pages. In case of non-receipt any bid/offer without accompanying Integrity Pact (wherever mandated, as per terms of the tender), the respective bid/offer shall be considered to be non-responsive & summarily rejected. (Format at Annexure-II & Annexure-III in attached ATC of the GEM Bid).
2. In addition to the above, please refer the attached ATC for other terms & conditions applicable for the Bid.

11. E.M.D.:

- a) Your Bid must be accompanied by EMD amounting **Rs. 1,02,674 /- (All inclusive)** as per the bid by online payment through Bank. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:
 - i. Open the web portal: <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>
 - ii. Click Check Box to proceed for payment "I have read and accepted the terms and conditions stated above"
 - iii. Click "Proceed "Button.
 - iv. Select State of Corporate/Institution * as "Chhattisgarh" and select Type corporate/Institution *as" PSU- PUBLIC SECTOR UNDERTAKING" and click "Go".
 - v. Select from PSU-PUBLIC SECTOR UNDERTAKING* name as "NATIONAL MINERAL DEVELOPMENT

CORPORATION LIMITED" and Click "Submit".

- vi. Select payment Category * as "OUTSIDERS FOR NISP NAGARNAR"
- vii. Bidder may fill up their relevant details as Name, Address, GST No, Contact person Mobile no., Purpose (EMD/Tender paper Cost /Security Deposit, whichever is applicable as applicable), Amount (as per tender), Remarks.
- viii. Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is requiring to reprint the e-receipt/ remittance (PAP) form, if need arises.
- ix. Bidder may confirm the details and proceed for payment.
- x. NSL will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (as stipulated in tender) is not received by NSL within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.
- xi. The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender in technical bid document (as applicable), otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.
- xii. Non exempted bidder has to pay online for as aforesaid, separately for EMD.

b) Copies of Proofs of EMD, Documents towards exemption of submission of EMD OF should be uploaded on GeM portal. Those offers complying above condition will only be considered.

c) NSL will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (As stipulated in tender) is not received by NSL within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.

The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender, otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.

d) The EMD of successful Bidder shall be refunded after completion of supply as per PO.

e) The guidelines against EMD shall be as per GEM GTC.

f) EMD in the form of Bank Guarantee is not acceptable.

12. PERFORMANCE BANK GUARANTEE:

The supplier shall submit Bank Guarantee of 10 % value of the basic order value towards Performance Bank Guarantee The performance guarantee shall be supported by a bank guarantee for 10 % value of the order strictly in the prescribed Proforma enclosed herewith. This B.G shall be valid for warranty period plus three months. The supplier shall give the performance guarantee for the whole equipment. as per attached format at Annexure-VIII

13. INTEGRITY PACT:

The bidder should submit the integrity pact document on its Company's letter head, duly signed by the authorized representative on all pages. In case of non-receipt any bid/offer without accompanying Integrity Pact (wherever mandated, as per terms of the tender), the respective bid/ offer shall be considered to be non- responsive & summarily rejected. Format at Annexure-II & Annexure-III)

The Tenderer is required to accept the "Integrity Pact" enclosed along with the ATC and shall submit the same duly signed along with the offer in Part-A: Technical bid of GeM Portal. The format for Integrity Pact is enclosed. The procedure for submission of Integrity pact would be as follows:

- a) The bidder should submit the integrity pact document on its Company's letter head, duly signed by the authorized representative on all pages.
- b) If the Bidder / Contractor is in a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members including overseas consortium members.
- c) On behalf of NMDC Steel Ltd, the Integrity Pact will be signed by the authorized nominee on receipt of
Integrity Pact signed by the Bidder.
- d) The Integrity Pact shall be submitted in **Technical Bid**. The Bidder should not change the contents of Integrity Pact.
- e) The bidder should abide by the conditions given in the IP document enclosed along with the tender document.
- f) All the pages of the Integrity Pact should be signed by both, the principal as well as the bidder.
- g) Prospective bidders should submit in Technical Bid of the tender, a certificate on prescribed format, indicating their confirmation for completeness of Integrity pact (Annexure-II). The bidder should mention in the letter of Undertaking that "they will abide by the provision of the Integrity Pact".
- h) A person signing integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- i) The details of the External Independent Monitors nominated for this tender are given hereunder:

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri. PV Rao, IRS(Retd) pasupuletirao@yahoo.co.in
2.	Smt. Rajni Sekhri Sibal, IAS (Retd.), Email: rajnisekhri_sibal@gmail.com
3.	Shri. Dharam Chand Jain, IPS (retd) jaindharam@hotmail.com

Annexure-II

INTEGRITY PACT FORMAT

Between

NMDC Steel Ltd 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 (Description of the Equipment). The Principal values full compliance with all relevant laws and regulations, and the principles 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-Governmental 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 beginning till execution of the contract for compliance with the principles mentioned HEREIN.

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: -
 - I. 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 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 through which the Bidder could obtain an advantage in relation to the tender process or the contract 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 suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary 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 tender process and during the contract execution.
 - I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employee involved in the tender process 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 advantage 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 understanding,

whether formal or informal. This applies in particular to prices, specifications, certifications, s

subsidiary contracts, submission or non-submission of bids or action to 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 purposes of competition or personal gain, or pass on to others, any information provided by the 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 has made, is committed to or intends to make to agents, brokers or any other intermediaries 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 terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.*

SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACT

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder 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 section - 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 - FORFEITURE OF EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according 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 entitled to terminate the contract according to section - 3, the principal shall be entitled to forfeit 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 any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender 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 consistent 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 bidders, contractors and sub-contractors.
 - (3) The principal will disqualify from the tender process all bidders who do not sign this pact and 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 employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

SECTION 8 - EXTERNAL INDEPENDENT MONITOR

- (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 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 of the Board of the 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 Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the 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-binding 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 Principal 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 offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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 respective contract, and for all other Bidder's 6 months after the contract has been awarded.

SECTION 10 - OTHER PROVISIONS

- (1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate 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 matters 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 and Indian Bidders to disclose their foreign principals or associates.
 - (6) Bidders to disclose the payments to be made to agents/ brokers or any other intermediary

For the Principal

for the Bidder/Contractor

Place

Witness 1:

Date

Witness 2:

Annexure-III

CERTIFICATE

**NAME OF THE TENDER:
TENDER ENQUIRY NO:
DATE OF TENDER ENQUIRY:**

I/WE hereby undertake that M/s..... confirm completeness of "Integrity Pact"

provided in Part-A of the tender document.

Signature of the authorized person

On behalf of M/s. _____

Place:

Date:

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

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---