

**Bid Document/ बिड दस्तावेज़**

| Bid Details/बिड विवरण   |   |
|---|---|
| <b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>  | 11-06-2025 12:00:00   |
| <b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>   | 11-06-2025 12:30:00   |
| <b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>  | 65 (Days)   |
| <b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>  | Pmo   |
| <b>Department Name/विभाग का नाम</b>   | Department Of Atomic Energy   |
| <b>Organisation Name/संगठन का नाम</b>   | Irel (india) Limited  |
| <b>Office Name/कार्यालय का नाम</b>  | Ho  |
| <b>क्रेता ईमेल/Buyer Email</b>  | purchase-mk@irel.co.in  |
| <b>Total Quantity/कुल मात्रा</b>  | 1   |
| <b>Item Category/मद केटेगरी</b>   | Supply, installation, commissioning, testing & training of ICP-OES and accessories with minimum two   |
| <b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>  | Supply, installation, commissioning, testing & training of ICP-OES and accessories with minimum two year comprehensive warranty as detailed in the Technical Specification. |
| <b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>   | Category not available on GeM for the text string uploaded by the buyer   |
| <b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>                        | <ul style="list-style-type: none"> <li>Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI)</li> </ul>   |
| <b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>    | 26 Lakh (s)   |
| <b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b> | 3 Year (s)  |
| <b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>  | Yes   |
| <b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>                                       | Yes   |

| Bid Details/बिड विवरण   |   |
|---|---|
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate<br>*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 |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | Yes   |
| <b>Past Performance/विगत प्रदर्शन</b>   | 80 %  |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No  |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid  |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days  |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No  |
| <b>Payment Timelines</b>  | Payments shall be made to the Seller within <b>30</b> 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)  |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation   |
| <b>Arbitration Clause</b>   | No  |
| <b>Mediation Clause</b>   | No  |

#### EMD Detail/ईएमडी विवरण

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 150847              |

#### 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 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 :**

CM - T (Purchase & Stores)

IREL (India) Limited, Manavalakurichi - 629 252, Kanyakumari District, Tamil Nadu

(Niranjan Sabata)

**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 Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to 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. 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.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. 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.

6. 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.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **Supply, Installation, Commissioning, Testing & Training Of ICP-OES And Accessories With Minimum Two ( 1 pieces )**

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

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

|   |                          |
|---|--------------------------|
| Buyer Specification<br>Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|---|--------------------------|

#### **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              | NIRANJAN SABATA   | 629252,IREL(India) Limited<br>P.O.: MANAVALAKURICHI DIST.:<br>KANYAKUMARI, STATE:<br>TAMILNADU PIN -629 252 | 1               | 90                           |

### **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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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

### **PRE-QUALIFICATION CRITERIA**

Bidder should submit the below documents towards Pre-Qualification Criteria

#### **1. Technical:**

a. The Bidder shall be the OEM or their Authorized Agency/Authorized Dealer. (OEM means OEM of ICP-AES/OES) and valid authorization certificate from OEM of ICP-AES/OES, in the case Authorized agency/ Authorized Dealer is submitting the offer.

b. The Bidder should have supplied at least one similar item to any Central/State Govt. Organization/PSU/Public Listed Company/Reputed Private company in last seven years ending on 30th April 2025.

The following documents shall be submitted as proof:

Copies of relevant purchase order along with copy of satisfactory installation report/ work completion certificate/invoice from the bidders.

Similar item means Supply, Installation, Commissioning of Inductively Coupled Plasma Atomic Emission Spectrometer (ICP-AES)/ Inductively Coupled Plasma Optical emission spectrometer (ICP-OES) with accessories.

#### **2. Financial:**

The bidder shall have average annual financial turn over during the last 3 financial years ending on 31st March 2024 should be at least ₹26,70,000/- of the bid value to be supported by audited balance sheet for last three financial years & certificate by Chartered Accountant to this effect.

**Note:**

Party has to furnish undertaking that they will be able to:

1. Provide AMC for 5 years subsequent to the comprehensive warranty period of 2 years.
2. Supply the spares, electronics and optical components of equipment for a minimum period of 10 years after completion of comprehensive warranty on payment basis.

**Note:**

1. In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.
2. Relaxation in prior turnover and prior experience shall be given to MSEs / Start-ups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.
3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.
4. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the Procurement Policy for Micro and small Enterprises, 2012 (as amended time to time).

Other Terms & Conditions

1.0 The Party has to upload the following along with the Bid

(i) Documents towards pre qualification of tender failing which offer shall not be accepted.

(ii) Copy of GST, PAN , MSME Registration

(iii) EMD Declaration

(iv) Undertaking provided in tender, duly filled and signed

(v) Contact details with e-mail, Phone no. etc.

2.0 The rate quoted shall be FOR IREL (India) Limited, Manavalakurichi. The items have to be supplied strictly as per the technical specification within the delivery period mentioned in the tender.

3.0 Earnest Money Deposit (EMD)

3.1 ₹1,50,847/- (Rupees One lakh fifty thousand eight hundred and forty seven only)

3.2 Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavalakurichi.

3.3 Tenderer shall inform details of remittance of EMD & TDC through E-Mail/ FAX. The E-mail should contain full postal address of the Tenderer, Tender No. for which EMD & TDC were paid, payment details including amount, and UTR No. and bank details from which payment was done. IREL's Email id is purchase-mk@irel.co.in

3.4 Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the format given in the tender. The Original BG shall reach this office at least 3 days in advance from the date of opening of Techno-Commercial Bid.

3.5 Offers without EMD or valid EMD exemption certificate shall not be considered.

3.6 The EMD is liable to be forfeited if:

i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.

ii. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.

iii. In case bidder submits false/fabricated documents.

iv. In case bidder fails to submit SD within 30 days of receipt of work/supply order.

3.7 PSU, State Govt. Undertakings are exempted from payment of EMD subject to request and approval. MSME /SSI units are exempted from payment of EMD/ TDC provided they submit valid MSME/ NSIC certificate along with commercial bid and to ensure that certificate pertains to the class of item/works for which floated.

4.0 Security Deposit (SD) (For supply orders above ₹ 5 Lakhs)

The successful tenderer has to submit Security Deposit @5% of the contract value in the form of RTGS/NEFT/ BG within 21 days of receipt of our PO as security for satisfactory completion of the order. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply order. The EMD can be adjusted towards Security Deposit. However, if EMD is submitted in the form of BG, fresh BG is to be submitted towards SD in the prescribed format as per tender. If the Supplier fails to provide the security deposit within the period specified, such failure shall constitute a breach of the Contract and IREL shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the supplier and/or to recover from the supplier the damages arising from such cancellation.

5.0 Period of Contract

5.1 Supply, installation, testing, commissioning and training has to be completed within 90 days from the date of the order.

5.2 Permitted work timings inside factory premises is from 0800 hrs. to 1600 hrs. on all working days (excluding Sundays & holidays applicable to IREL). Any request for extension of working time will be granted only in case of exigencies under the sole discretion of EIC.

5.3 Any delay on the part of IREL in handing over the site or stoppage of work-in-progress due to reasons attributable to IREL will be noted separately and the date of completion will be extended accordingly.

#### 6.0 Payment Terms:

6.1 No advance payment will be made under any circumstances.

6.2 60% of total order value less statutory deductions shall be released within 30 days of the receipt and acceptance of ICP including all accessories at IREL, Manavalakurichi site and acceptance by O.I.C.

6.3 35% of total order value less statutory deductions shall be released on successful completion of Installation, testing, commissioning & training duly certified by the OIC.

6.4 Balance 5% payment along with SD amount shall be released after Guarantee/warranty period of 24 months from the date of completion of commissioning and training or against submission of BG for the equivalent amount and period.

6.5 The Contractor's request(s) for payment shall be made to IREL in writing, accompanied by invoice in triplicate, describing, as appropriate, the equipment delivered and Services performed, inspection report submitted and fulfillment of other obligations stipulated in the Contract.

6.6 The Contractor has to submit Warrantee certificate for the complete system with accessories while submitting the final claim.

6.7 Payment shall be made after statutory deductions by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

#### MODE OF PAYMENT:

The payment shall be released after deducting the following:

- a. Compensation recoverable if any.
- b. LD recoverable, if any.
- c. Recoveries on account of contractor's facilities and services, if any.
- d. Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.
- e. All Statutory deduction, if any, as per rules.
- f. Deduction as per IT Act, 1961, if any. (g) Any other deduction related to this contract.

#### 7.0 Penalty

In case of any complaint in the working of the Instrument during warranty period, the firm shall attend the same within 72 hours from the time of complaint call/ email by IREL and the instrument must be repaired within 10 days. Further, in case of any failure to do so, penalty @ Rs 2000/- per day will be applicable.

#### 8.0 Safety, Supervision & House Keeping

8.1 The Supplier is fully responsible for carrying out the work in safe manner. Successful bidder has to carry out the work with utmost care and as per the rules laid down by IREL safety department.

8.2 The work must be carried out under close supervision and without causing any damage / hindrance to the existing structure or equipment's and other activities in the surrounding areas.

8.3 Special Work Permit/ Safety Permit shall be obtained for working at heights and other hazardous areas as specified by Safety department prior to commencement of work on each day.

8.4 The successful bidder must provide Personal Protective Equipment's like safety shoes, helmet, gloves, goggles etc., for their workmen suitable for the working environment and also as per the advice of Safety-in-charge / Engineer-in-charge.

8.5 Electrical extension boards are to be fitted with safety devices like ELCB, MCB/Fuse units etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked pin plug top. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the load.

ads to be collected. Poor insulated cables and too many joints on the cable shall be avoided.

## 9.0 Site Inspection

9.1 The bidders are advised to inspect the site before submitting their quote. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Manavalakurichi .

9.2 Once the bidder submits his bid, the following are fully understood by both the parties (i.e. IREL and the Bidder) binding on them:

a. Before the bidder submits his offer, the bidder is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in anyway affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

b. IREL shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.

The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

## 10.0 Liquidated Damages

Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods . The LD cannot exceed the amount stipulated in the contract.

In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine preestimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

11.0 In case of any discrepancy between Gem ATC and Buyer ATC, terms stipulated in Buyer ATC shall govern.

12.0 In case of any discrepancy between GeM SLA terms and ATC stipulated by IREL, Terms stipulated by IREL shall govern.

13.0 MSE bidders are to carefully indicate their MSE status while bidding. In case any mistake done by the bidder, evaluation and order shall be done as per GeM provisions only and IREL (India) Limited shall not be anyway held responsible.

## 3. Buyer Added Bid Specific ATC



## 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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---**