

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2025 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Irel (india) Limited
Office Name/कार्यालय का नाम	Ho
क्रेता ईमेल/Buyer Email	rssabat@irel.co.in
Total Quantity/कुल मात्रा	5
Item Category/मद केटेगरी	Induced Roll Magnetic Separator
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Induced Roll Magnetic Separator
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	<ul style="list-style-type: none"> <li>Overband Electro Magnetic Separator</li> </ul>
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	350 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<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>Estimated Bid Value/अनुमानित बिड मूल्य</b>	138004918
<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	2339066

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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।

(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 :**

DGM(Finance)

IREL (India) Limited, OSCOM Bank Details: GST Number: 21AAACI2799F1ZQ Account Name : IREL(India)Limited  
Name of the Bank: State Bank of India Branch : Matikhalo Branch, IRE Ltd Campus Account No.: A/C No -  
10546942016 IFSC: SBIN0006086 MICR Code: 761002521  
(Irel India Limited)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a 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. 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.

5. 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.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

The bidder shall fill the excel upload sheet and upload the same under the technical bid. - [1743843796.xlsx](#)

#### **Induced Roll Magnetic Separator ( 5 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 Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### **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	G K Chandra Guptan	761045,IREL(India) Limited PO MATIKHALO,CHATRAPUR Ganjam District.	5	280

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

##### **1. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here](#)

[to view the file](#)

2. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**I. PRE-QUALIFICATION CRITERIA**

**A.TECHNICAL:**

**A1. OEM/AUTHORISED DEALER/AUTHORISED AGENT CERTIFICATION :**

Original Equipment Manufacturer (OEM) of similar item/supplies are eligible to participate in the tender. Authorized dealers/ authorised agents of OEMS of similar item/supplies are also eligible to participate in the tender.

Documents to be submitted

For OEMS:

1. Self declaration that they are the OEM of similar items (see definition of similar supplies/item)

For authorised dealers/ agents:

1. Self declaration of the OEM, whom the bidder represents, that they are the OEM of similar supplies/item.
2. Valid certificate where in OEM declares the bidder as their authorized dealer/ agent

**AND**

## **A2. QUALIFICATION OF EXPERIENCE**

Bidder/OEM should have designed, manufactured and supplied **at least 2 nos. of similar item/s applies to heavy mineral sand industry/mineral processing industry for commercial application during the last seven years ending** bid opening date **and** working satisfactorily.

Against evidence of the above, the following documents are to be submitted along with offer.

a) Purchase order copy of similar supplies/item in the name of the bidder/OEM. Bidders who are authorized dealers/agents can submit copies of orders executed by the OEM they represent towards proof of experience.

b) Invoice copy.

c) Satisfactory performance certificate from the client (end user)

**Definition of similar supply/item: Induced Roll Magnetic Separator (IRMS) of capacity 5 TPH or above.**

**AND**

## **A 3. QUALIFICATION ON PRODUCTION CAPACITY TO MANUFACTURE**

Bidder/OEM Shall have the capacity to manufacture and supply 5 nos. of IRMS in an year.

a. Self-declaration from the OEM (if OEM is the bidder) that they possess the capability to manufacture min 5 nos. IRMS per annum to meet the tender schedules

OR

b. If the bid is from an authorized dealer/agent, they shall produce Self declaration from the OEM, whom the bidder represents in the tender, that the OEM possesses the capability to manufacture min 5 nos. IRMS per annum to meet the tender schedules.

Note: It is desirable to attach the list of previous year wise supplies of IRMS made to substantiate the production capacity to manufacture (IREL understands that the year wise supplies in previous periods is not only a factor of capacity, but depends on the market demand as well for the machine )

If not attached, IREL reserves the right to seek list of orders executed in the previous years (year wise) along with client list and number of IRMS supplied, order date, order completion date for verification of capacity to fulfil the contract requirement. This bidder is bound to provide.

## **MSMES/STARTUPS QUALIFICATION**

### **a. OEM CERTIFICATION:**

MSME/Start-up shall be an Original Equipment Manufacturer (OEM) of similar item and self certification to the extent to be submitted AND

### **b. QUALIFICATION OF EXPERIENCE:**

MSME/Start-up **should have designed, manufactured and supplied to any heavy mineral sand and industry/mineral processing industry at least 1 no of similar item (see definition of similar item) for commercial application during the last seven years ending bid opening date** and working satisfactorily. See A2 above for documents to be submitted AND

### **c. QUALIFICATION ON PRODUCTION CAPACITY TO MANUFACTURE**

Conditions as defined under A3 applies AND

### **d. FINANCIAL QUALIFICATION**

For MSME/Start-ups the requirement of bidder turnover is exempted.

**Preference to Make in India products:** 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

s as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

**II) Note: As per para 7.3.5** on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2022, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.**

**III)As per section 7.3.1 of Manuals for procurement of Goods, the offer shall be declared as unresponsive and be ignored during the initial scrutiny if:**

- a)The offer is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b)The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- c) The bidder is not eligible to participate in the bid as per laid down eligibility criteria(example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a large scale unit);
- d)The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- e)The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
- f) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

**IV) SD / EPBG:** Please furnish Security Deposit (SD) @ 5% of the total order value (Excluding GST) within 14 days of receipt of this order in the form of demand draft / RTGS. Alternatively, you may furnish an irrevocable Bank Guarantee for the said amount. The BG should be issued by SBI including its subsidiaries or Nationalized Bank or any schedule 'A' Commercial Bank approved by RBI. BG given by Co-Operative banks will not be accepted. BG shall not bear any interest and is liable to be forfeited for unsatisfactory completion or an abandonment of the supply. The same shall be refunded to you after successful completion of warranty period and after due clearance by user department.

**V) EMD(Earnest Money Deposit) & PBG(Performance Bank Guarantee):** Party should submit EMD and PBG as per the GEM bid condition.

VI) i) Pre-Qualification Criteria can be relaxed as per prevailing norms for MSEs, MII and Startup companies subject to meeting quality and technical specification.

ii) For MSE bidders and start-ups as recognised by DPIIT (Department for Promotion of Industry and Internal Trade)

ii.a) EMD is exempted as per EMD exemption clause available in GEM bid and GEM General T&C.

ii.b) Turnover is exempted as specified in the bid.

ii.c) Purchase Preference is given as specified in bid. Bidders are advised to take care to claim for

the PPP/MII purchase preference feature by uploading the MSE document once again in PPP/MII purchase preference part while participating in the GeM bid.

VII) Offers from vendors defaulted to IREL (India) Limited, OSCOM during last one year will not be considered.

VIII) Bidder should upload their bank details along with offer for Payment and EMD/SD refund purpose

IX) Other terms & condition and contact details are attached in buyer uploaded ATC doc.

X) **Engineer-In-Charge: Shri P S Rao, CM-Tech(Chem.)**

XI) **File No:03-33004(CAPEX)**

**IREL (India) Limited, OSCOM Bank Details:**

**GST Number: 21AAACI2799F1ZQ**

**Account Name : IREL(India)Limited**

**Name of the Bank: State Bank of India**

**Branch : Matikhalo Branch, IRE Ltd Campus**

**Account No.: A/C No - 10546942016**

**IFSC: SBIN0006086 MICR Code: 761002521**

**XII. Special Conditions Of Contract**

**SCOPE OF CONTRACT/WORK:**

Supply of **5 nos of 5 TPH Induced Roll Magnetic Separator (IRMS)** of proven design used for mineral separation as per detailed specification terms and conditions furnished in the tender including transportation to OSCOM stores on FOR Destination basis.

Unloading will be done by IREL at OSCOM stores

Erection and commissioning of equipment shall be done by IREL at its site. The supplier shall extend supervisory support for commissioning of the equipment, if required by IREL, at no extra cost to IREL.

**Time period of completion:**

The delivery schedule shall be **40 weeks** from the date of approval of GA drawing. The GA drawing shall be furnished to IREL (India) Ltd within 7 days from the date of receipt of the purchase order.

(Total period will be 32 weeks for delivery and 8 weeks for commissioning)

**Terms OF PAYMENT**

a. 90% payment along with 100% taxes and duties shall be made towards supply against tax invoice within 30 days of receipt of the equipment at IREL, OSCOM Stores.

b. Balance 10% shall be released after successful commissioning of the equipment OR on expiry of 8 weeks from date of supply whichever is earlier.

Note:

i. EPBG/BG shall be released on satisfactory performance of the equipment during the entire warranty period (**12 months from the date commissioning OR 18 months from the date of supply whichever is earlier**).

ii. The bidder shall quote on terms of price FOR OSCOM unit, Matikhalo, Ganjam Dt, Odisha. The rate quoted shall be in Indian Rupees only and commissioning supports shall be provided at site, if required by IREL at no extra cost.



iii. If any bidder proposes for a payment term other than the above, IREL reserves the absolute right to accept or reject the term and decision of IREL shall be final and binding to all the parties. For evaluation of offers, loading shall be made at the rate of 12% per annum for variations in payment terms.

#### 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 contractee'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.

#### PACKAGING SITE HANDLING, STORAGE OF MATERIALS & EQUIPMENTS:

The equipment, material etc. shall be so packed and protected so as not to suffer any deterioration, damage or breakage during shipment, handling and storage in a tropical climate, ideally in wooden cartons. All exposed ferrous metal surfaces shall be covered with a suitable rust preventive compound of reputed make. Large items shall be individually crated

#### MARKING ON PACKAGES

Each package will be marked on three sides with proper paint/indelible ink, the following (1) Purchaser Name & Address (2) Item Nomenclature (3) Order/Contract No. (4) Packing list reference number

#### INSURANCE:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage during transportation/shipment and handling. For delivery of goods to the purchaser's premises, it is advised that insurance shall be obtained by the Supplier for an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

#### TRANSPORTATION:

Delivery of the equipment/materials to IREL, (India) Ltd, OSCOM shall be done **by the contractor at their risk and cost.**

#### UNLOADING, HANDLING:

- a. Unloading at site shall be done **by IREL at its cost.**
- b. Any incidental expenses at IREL other than unloading charges shall be borne by the supplier
- c. Procedure for unloading and handling shall be communicated by the supplier to IREL well in advance.

#### INSPECTION

The items will be inspected by IREL on receipt at IREL site. You may at your option depute your representative for carrying out joint inspection at site or else IREL may conduct inspection on its own. If it is found that any item does not conform to the specification given, or is defective in any manner, the same will be rejected and supplier should arrange for immediate replacement thereof, free of cost to us inclusive of all taxes and duties. Such replacement supplies will also be subjected to our inspection as above before acceptance. However, such supplies, if delayed beyond the period of contract will be considered as late supply and will attract Liquidated damages.

#### TESTING AND COMMISSIONING:

IREL will install the machine at its site within a period of **2 months** from the date of delivery and shall test and Commission of the entire system at site.

If so, required by IREL, the manufacturer's / supplier's trained engineer/ technician shall extend necessary technical supervisory supports during installation and commissioning.

#### FINAL ACCEPTANCE CERTIFICATE (FAC):

The FAC will be issued by the PURCHASER only on demonstration of the technical specifications. The warranty shall commence only from the date of the issuance of the FAC.

#### DOCUMENTS TO BE SUBMITTED:

The following documents (in English) shall be provided along with the Unit in both hardcopy and softcopy forms:

- a) Unloading and Handling procedures.
- b) Operation and maintenance manuals
- c) Troubleshooting procedures
- d) Wiring and other schematic diagrams
- e) List of components, spares and accessories.
- f) If there are any bought-out systems and components, manuals of these are desirable to be provided in hard/softcopy.
- g) Safety and security instruction manual should be provided.
- h) Warranty certificates as applicable

#### LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

#### WARRANTY:

The materials/equipments and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of **12 months from the date of commissioning as indicated in FAC or 18 months from the date of supply, whichever is earlier.**

#### OTHER TERMS AND CONDITIONS:

The supplier shall include all other equipment /components/ instruments etc. which are not described herein specifically but are deemed necessary for completeness, safety and satisfactory performance of the supply under their scope.

The equipment/components supplied shall have high degree of reliability, the supplier shall offer & supply equipment/components of proven design, excellent workmanship and proven industrial running record. All materials supplied by the contractor shall be of good quality conforming to relevant and applicable standards for use in India and shall be suitable for the service specified.

#### REGULATIONS, ACTS, STANDARDS & CODES TO BE FOLLOWED:

The design, manufacture and testing of the equipment covered in this specification shall comply with

ith the appropriate standards amended to date. Unless otherwise specified, Indian Standards shall be followed. In case where suitable Indian Standards are not available, generally accepted codes and practices as mutually agreed upon shall be adopted. The equipments shall comply with the statutory requirements of the Govt. of India. The equipment and installation shall conform to the provision of statutory and other regulations in force such as Indian Electricity Act etc. The successful bidder shall provide the necessary support like drawings, data etc as required by the statutory authorities. In cases where the offer deviates from the specified standards, the successful bidder shall indicate clearly in his offer the standards proposed to be adopted by him and the details thereof.

#### Contact person of Tendering Authority

#### IREL(India)Limited, OSCOM Unit

<b><u>Purpose</u></b>	<b><u>Name</u></b>	<b><u>Email id</u></b>	<b><u>Mobile No.</u></b>
<b>For Bid/tender related query</b>	Shri S K Pandey	<a href="mailto:skpandey@irel.co.in">skpandey@irel.co.in</a> / <a href="mailto:purchase1-os@irel.co.in">purchase1-os@irel.co.in</a>	+91 9604831614
	Smt.Sweta Sinha, Manager(Purchase)	<a href="mailto:sksinha@irel.co.in">sksinha@irel.co.in</a>	+91 7978132875
<b>For Consignment/Goods Transportation related Query</b>	Shri. A Pandey, DGM(HRM) & I/c (Stores)	<a href="mailto:stores-os@irel.co.in">stores-os@irel.co.in</a> , <a href="mailto:ashutosh.pandey@irel.co.in">ashutosh.pandey@irel.co.in</a>	+91 9867754386
<b>For Payment/refund related Query</b>	Shri. J. Nayak, DGM (F&A)	<a href="mailto:jnayak@irel.co.in">jnayak@irel.co.in</a> , <a href="mailto:finance-os@irel.co.in">finance-os@irel.co.in</a>	+91 9220310513
<b>For Technical Specification/Scope of work related Query</b>	Shri P S Rao, CM(Chem.)	<a href="mailto:psrao@irel.co.in">psrao@irel.co.in</a>	+91 9437259632

**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.
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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**