

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-08-2025 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-08-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Irel (india) Limited
कार्यालय का नाम / Office Name	Ho
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Design, Fabrication, Supply and Commissioning of sub station
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	750kVA Unitized sub station
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	66 kV Potential Transformer for Sub-stations / Power Houses (PSPCL), 66 kV Current Transformer for Sub-stations / Power Houses (PSPCL), 15 kV Neutral Current Transformer for Sub-stations / Power Houses (PSPCL), Computer Paper (V3) Conforming to IS 12766 (In Packet), Sit Up Board - Outdoor Gym Equipment
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	66 kV Current Transformer for Sub-stations / Power Houses (PSPCL))
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	12 Lakh (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Bidder Turnover, Certificate (Requested in ATC), 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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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
अनुमानित बिड मूल्य /Estimated Bid Value	4914228
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
ईएमडी राशि/EMD Amount	83292

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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :

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
(Irelindialimited)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
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.

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

The bidder shall fill the excel upload sheet and upload the same under the technical bid. - [1754109052.xlsx](#)

Design, Fabrication, Supply And Commissioning Of Sub Station (1 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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परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषेती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Choutipalli Sasi Kumar Reddy	761045,IREL(India) Limited PO MATIKHALO,CHATRAPUR Ganjam District.	1	180

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

1. **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 %.

2. **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.

3. **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.

4. **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

5. **Scope of Supply**

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

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I. EMD: EMD is to be remitted by way of 'account payee demand draft' or 'fixed deposit receipt' or 'Banker's cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IRE L. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.

II. EMD exemption is applicable as per attached GEM GTC clause no. (4 Xiii (m)) page no.18 of 52.

III. Pre-Qualification Criteria:

The Bidder should have executed supply of at least one no of unitized substation of rating minimum 375kV A or more consisting of HT breaker, transformer and LT panel during last five years ending bid opening date to any Central / State Govt. Organization / PSU / Public Listed Company / private organizations. Copies of relevant contracts (providing supply of along with completion proof like tax invoice / CRAC / E-way bills/satisfactory performance / commissioning report etc to be submitted along with bid in support of quantity supplied.

NB: a) For MSE & Start-Up Bidders Past experience is relaxed. However, bidders have to establish their technical competency by submitting supporting documents towards successful execution of similar work for **any capacity**, failure to which the offer will not considered for evaluation

b. Party should upload attached technical specification duly signed & sealed during bidding.

c. It is mandatory to upload filled checklist form available in bid under heading (Excel Upload Required) otherwise bid is liable to be treated as unresponsive.

d. Quantity may increase or decrease as per the actual requirement.

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) Liquidated Damages (LD): 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).

VI) 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.

XI) File [No:03-34760](#)

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

1. SCOPE OF CONTRACT/WORK:

The scope of supply includes and not limited to supply of 750 kVA Unitized substation as per detailed specification, terms and conditions furnished in the tender including transportation to OSCOM stores on FOB Destination basis.

Unloading will be done at OSCOM - Central Stores by IREL

Erection of equipment shall be done by IREL at its site. Required foundation drawing, electrical line diagrams, etc shall be timely provided by the supplier. Required supervisory supports shall be extended by the supplier towards erection. Commissioning shall be done by the contractor in presence of IREL.

2. Time period of completion:

The order shall be fully supplied within 6 months from the date of acceptance of order.

3. Terms OF PAYMENT

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

10% shall be paid after successful commissioning of the equipment against receipt of a bank guarantee valid for 12 months from the date commissioning OR 18 months from the date of supply whichever is earlier with an additional claim period of 3 months.

The bidder has to quote terms of price FOR OSCOM unit, Matikhalo, Ganjam Dt, Odisha. The rate offered shall include any cost towards extending supervisory supports during installation and commissioning, if so required by IREL. The rate quoted shall be in Indian Rupees only.

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.

4. MODE OF PAYMENT:

The payment shall be released after deducting the following:

Compensation recoverable if any.

LD recoverable, if any.

Recoveries on account of contractee's facilities and services, if any.

Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.

All Statutory deduction, if any, as per rules.

Deduction as per IT Act, 1961, if any.

Any other deduction related to this contract.

5. PREDISPATCH INSPECTION

Pre-dispatch inspection of equipment's shall be carried out by IREL prior to its dispatch. Readiness for pre-dispatch inspection shall be intimated at least 20 days in advance so that IREL (India) Limited can depute its representative. On ascertaining the performance of the equipment's, clearance shall be given for dispatch of the equipment's.

However final inspection shall be done at IREL site and this only shall be the basis for final acceptance.

6. 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.

7. 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.

8.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.

9.TRANSPORTATION:

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

10. UNLOADING, HANDLING:

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

11. 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.

12.INSTALLATION /ERECTION:

The equipment shall be installed/erected by IREL at its cost. Procedure for handling/erection/installation shall be clearly communicated by the contractor. This shall include timely intimation of foundation drawings and details, power and other electrical connection details, etc to be provided to IREL. If so, required by IREL, the contractor shall extend necessary supervisory supports for erection/installation at no extra cost to IREL.

13.TESTING AND COMMISSIONING:

Installation of 750 kVA unitized substation will be carryout out by IREL. If so required by IREL, the manufacturer's / supplier's trained engineer/ technician shall extend necessary technical supervisory supports during installation.

Any special commissioning spares, tools, tackles required shall be provided by the supplier.

Commissioning of 750 kVA unitized substation shall be carried out by the contractor at IREL.

14.TRAINING:

The contractor shall provide necessary training to IREL staff for operation and maintenance of the system. They shall also provide the Operations and Maintenance Manuals, catalogues, etc for the entire system, including brought out major components.

15. DOCUMENTS TO BE SUBMITTED:

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

- Unloading and Handling procedures.
- Operation and maintenance manuals.
- Troubleshooting procedures.
- Wiring and other schematic diagrams.
- List of components, spares and accessories.
- If there are any bought-out systems and components, manuals of these are desirable to be provided in hard/softcopy.
- Safety and security instruction manual should be provided.
- Warrantee certificates as applicable.
- Manufacturer test certificate.

18. 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.

19. REGULATIONS, ACTS, STANDARDS & CODES TO BE FOLLOWED:

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

<u>Purpose</u>	<u>Name</u>	<u>Email id</u>	<u>Mobile No.</u>
For Bid/tender related query	Shri S K Pandey, DGM-Tech (Purchase)	skpandey@irel.co.in / purchase1-os@irel.co.in	+91 9604831614
	Smt.Sweta Sinha, Manager (Purchase)	sksinha@irel.co.in	+91 7978132875
For Consignment/ Goods Transportation related Query	Shri. A Pandey, DGM (HRM) & I/c (Stores)	stores-os@irel.co.in, ashutosh.pandey@irel.co.in	+91 9867754386

**Buyer
Added
Bid**

For Payment/refund related Query	Shri. J. Nayak, DGM (F&A)	jnayak@irel.co.in, finance-os@irel.co.in	+91 9220310513
For Technical Specification/Scope of work-related Query	Shri Arun Ku Lenka, Manager (Elect.)	arunkulanka@irel.co.in	+918895178668

Specific ATC

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

अस्वीकरण/Disclaimer

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.

[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 कार्यवाई 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---