

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 09-11-2023 11:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 09-11-2023 11:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 65 (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   |
| Item Category/मद केटेगरी   | Goods Transport Services - Per MT - Monazite; Any; Any   |
| Contract Period/अनुबंध अवधि  | 1 Year(s) 1 Day(s)   |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)    | 22 Lakh (s)  |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 7 Year (s)   |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है                          | Yes  |
| 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  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC)<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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| RCM Applicable/लागू आरसीएम   | Yes  |

| Bid Details/बिड विवरण  |  |
|--|--|
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |
| Estimated Bid Value/अनुमानित बिड मूल्य   | 7592130  |
| Payment Timelines  | 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) |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation  |

#### EMD Detail/ईएमडी विवरण

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 151843              |

#### 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 :

DGM - Tech (P&S)  
IREL (India) Limited, Manavalakurichi P.O. 629252, Kanyakumari District, Tamil Nadu  
(K Jagan Mohan Babu)

#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | 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. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

### **Section 9(3) Of GST/जीएसटी की धरा 9(3)।**

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**For Valuable goods requiring high security, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:**[1697691608.pdf](#)

**Scope of Work:**[1697691695.pdf](#)

**Goods Transport Services - Per MT - Monazite; Any; Any ( 1800 )**

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

| Specification | Values |
|---------------|--------|
| Core          |        |

| Specification                            | Values   |
|--|----------|
| Nature of Goods                          | Monazite |
| Type of Truck                            | Any      |
| Size / Weight of vehicle                 | Any      |
| Area of Operation                        | Plains   |
| <b>Addon(s)/एडऑन</b>                     |          |
| Loading                                  | NA       |
| Unloading                                | NA       |
| Tracking System (GPS)                    | NA       |
| Transit Insurance                        | NA       |
| <b>Additional Details/अतिरिक्त विवरण</b> |          |
| Start Location Zipcode                   | 629252   |
| Drop Location Zipcode                    | 760001   |

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट | RCM Applicable /लागू आरसीएम | GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी | GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 | Optional RCM/वैकल्पिक रिवर्स प्रभार |
|---------------------------------------|--|-----------------------------|---|---|-------------------------------------|
| NA                                    | NA                                     | Yes                         | 5%  | NA  | No                                  |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Weight of the consignment in MT/KL | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|------------------------------------|--|
| 1              | K Jagan Mohan Babu                                      | 629252,IREL(India) Limited<br>P.O.: MANAVALAKURICHI DIST.:<br>KANYAKUMARI, STATE:<br>TAMILNADU PIN -629 252 | 1800                               | N/A                                      |

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

- Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **PRE-QUALIFICATION CRITERIA**

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The tenderer should submit the following towards pre-qualification criteria.

- 1) The tenderer's average annual financial turnover during the last 3 years ending 31.03.2023 should be at least Rs. 22.77 lakhs. **(Attested proof of P & L statement of the company by a duly verified by statutory auditor or duly filed income tax return).**
- 2) The tenderer must have experience in successful completion of similar works during the last 7 years ending 31.08.2023 and the same should be either of the following:
  - a. similar works costing not less than Rs. 30.37 lakhs each
  - OR
  - b. similar works costing not less than Rs. 37.96 lakhs each
  - OR
  - c. 1 similar work costing not less than Rs. 60.74 lakhs.

Copies of the work orders and completion certificate executed shall be enclosed along with the offer.

**Similar work:** "Transportation of any Cargo between any two places in India for a minimum one-way distance of 1000 kms by road."

Copies of the work orders and completion certificate executed shall be enclosed along with the offer.

Pre-qualification criteria complete in all respect must be submitted with due superscription as to "**PQC FOR TRANSPORTATION OF MONAZITE**" shall be included in the Techno-commercial Bid.

The tenderer who meets the above Pre-Qualification criteria only will be considered for further evaluation and recommendation.

Techno-commercial bids of the tenderers whose bids do not fulfill the Pre-qualification criteria will be rejected and their price bids will not be opened.

#### **Note:**

1. **Documents in support of Pre-Qualification Criteria should be uploaded.**
2. **Pre-Qualification Criteria can be relaxed for MSEs and Startup companies subject to meeting quality and technical specification.**

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

**TERMS & CONDITIONS**

**1.0 Bidders have 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 Earnest Money Deposit (EMD)**

**2.1** Rs. 1,51,843/- (Rupees One lakh fifty one thousand eight hundred and forty three only)

**2.2** Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavala kurichi.

**2.3** 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](mailto:purchase-mk@irel.co.in)

**2.4** 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.

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

**2.6** 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.

**2.7** 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.

**3.0 SECURITY DEPOSIT (SD),**

**3.1.** Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

- a. For works contract valued more than Rs.2 lakhs.

- b. For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

- 3.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.
- 3.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 3.4. EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/Bankers cheque is to be submitted towards SD.
- 3.5. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

#### **4. Payment Terms**

1. The payment for the transportation work will be made within 30 days by IREL (India) Ltd., O SCOM after delivery of Monazite cargo at destination against your bills for each load duly certified by our company officials, subject to deduction of tax at source as applicable. Applicable G.S.T will be paid directly to the Government by IREL(India)Ltd. Hence no G.S.T shall be paid by the contractor.

All payment are subject to deduction of tax at source as applicable.

GST Law mandates Tax Deduction at Source (TDS) vide section 51 of the CGST/SGST act 2017, section 20 of the IGST act 2017 and section 21 of the UTGST act 2017.

Our GSTIN 33AAACI2799F1ZL and SAC code of service is to be mentioned in the bills.

All the payment will be done only through e-payment. Hence, you have to provide your name, account no., name of the bank, and nature of account (savings/current/CC/OD), IFSC, branch code and cancelled check along with invoice.

#### **5. LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:**

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

##### **Deductions shall apply as per following formula:**

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the Service Provider 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 EMPLOYER in the matter of applicability of price reduction shall be final and binding.

6. **Completion Period:** Within 12 months from the date of start of work order or transportation

of 1800 MT of Monazite from IREL, Manavalakurichi to IREL OSCOM whichever is earlier. It is open to IREL to terminate the contract without assigning any reason or reasons by giving two weeks notice and no claim for any loss or damage or compensation for such terminations of contract shall be payable by IREL or maintainable against IREL. Firms, companies or other body corporates, submitting the tender should attach with the tender a duly certified copy of the authority of the person signing the tender to bind the firm, Company or body corporate as the case may be for fulfilling the contract.

If the performance of the contractor is found unsatisfactory, the contract is liable to be terminated on 15 days notice by us. If there is breach of all or any of the terms of the contract we may, at our sole discretion, revoke the contract and forfeit the security amount deposited by the contractor and also proceed against the contractor for recovery of such loss or damage as we may sustain as a result of such breach on the contractor's part. Company will not guarantee for any quantity within the period of contract. However contractor shall be bound to undertake lesser quantity or excess quantity during the above contract period on the same rate, terms and conditions.

7. **Period of Contract:** The period of contract is one year from the date of start of work. If the entire quantity could not be transported within one year from the date of start of work due to reasons attributed to IREL, the period of contract can be further extended for a maximum period of another one year for the balance quantity on mutually agreeable basis of IREL and the successful bidder. The work is to be started within 3 days from the date of intimation received from IREL. It is open to IREL to terminate the contract without assigning any reason or reasons by giving two weeks notice and no claim for any loss or damage or compensation for such terminations of contract shall be payable by IREL or maintainable against IREL.
8. In case of any discrepancy between Gem ATC and Buyer ATC, terms stipulated in Buyer ATC shall govern.
9. In case of any discrepancy between GeM SLA terms and ATC stipulated by IREL, Terms stipulated by IREL shall govern.
10. **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

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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---**