

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 23-04-2025 10:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 23-04-2025 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 | 4 |
| Item Category/मद केटेगरी | Design and Supply of 02 no. s of 600 kVAR (DVA) Capacitor Panels as per scope of work , Shifting, Installation, Testing and Commissioning of the Capacitor Panel |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS | shifting, installation, testing and commissioning of the capacitor panel |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Traffic Police Booths, Wooden Podium |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Capacitor Banks For Use On 11 KV System (PSPCL)) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 9 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 |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | 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 |

| Bid Details/बिड विवरण | |
|--|---|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | Yes |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी | Yes |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Primary product category | Design and Supply of 02 no. s of 600 kVAR (DVA) Capacitor Panels as per scope of work |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Estimated Bid Value/अनुमानित बिड मूल्य | 3540000 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 60000 |

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). | 21 |

(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 दस्तावेज 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
(Irelindialimited)

MII Purchase Preference/एमआईआई खरीद वरीयता

| | |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

4. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

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

Check list - [1743486463.xlsx](#)

Design And Supply Of 02 No. S Of 600 KVAR (DVA) Capacitor Panels As Per Scope Of Work (2 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 | Download |
|---|--------------------------|

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 |
|---------------------------------------|--|
| 100% | 100% |

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 |
|----------------|---|-------------|-----------------|------------------------------|
|----------------|---|-------------|-----------------|------------------------------|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|--|-----------------|------------------------------|
| 1 | RABI SANKAR SABAT | 761045,IREL(India) Limited PO MATIKHALO,CHATRAPUR Ganjam District. | 2 | 210 |

Shifting, Installation, Testing And Commissioning Of The Capacitor Panel (2 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः 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 | Download |
|--|--------------------------|

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 |
|---------------------------------------|--|
| 100% | 100% |

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 | RABI SANKAR SABAT | 761045,IREL(India) Limited PO MATIKHALO,CHATRAPUR Ganjam District. | 2 | 210 |

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

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. **Scope of Supply**

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

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

I. Technical Competency:

Bidders should be experienced in having successfully executed similar works as detailed below in CPSUs / State PSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last seven (7) years ending the bid opening date and meeting the value requirement as below:

Execution of at least one order for “similar work for a value not less than Rs.28.32 Lakhs.

or

Execution of two orders for “similar works for a value each not less than of Rs.17.70 Lakhs.

or

Execution of three orders for “similar works for a value each not less than of Rs.14.60 Lakhs.

Definition of Similar work(s): Supply, erection and commissioning of at least 200KVAR Capacitor Bank panels in any Industry / organisation.

NB: 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 value**, failure to which the offer will not be considered for evaluation.

II) Note: As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, 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**

ate 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 Arun ku Lenka, Manager (Elect.)**

XI) **File No:03-25831**

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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

1.0 GENERAL

The special conditions of the contract shall be read in conjunction with the General Conditions of the contract, Specifications or any other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 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 upto 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 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.

3. Tender Rates :

a. The rates quoted in the price schedule shall be firm throughout the period of Contract including extension of time, If any. The unit rates quoted in the Bill of quantities shall be firm throughout the period of Contract including extension of time, if any.

b. If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capacity to deliver the contract at the offered price, the price bid shall be considered unresponsive.

c.The unit rates shall be inclusive of all taxes, levies and duties levied by Central and state governments and all other public and local authorities at the time of tender unless otherwise stated elsewhere. If at a later date, due to any Govt. notification, any additional/new tax/duty is imposed, then the same shall be to the IREL (India) Limited's account and the same shall be reimbursed to successful bidder on actual basis on production of documentary evidence to be furnished by the Bidder. The base date for this purpose shall be the due date of submission of price bid/ revised price bid, as the case may be. Any variation in the existing rates of taxes/duties shall be absorbed by the contractor. The bidder shall pay and bear all liabilities in respect of statutory variations regarding all taxes, duties, levies etc that may be imposed beyond the contractual completion date in case the delay is due to reasons not attributable to IREL(India) Limited.

d.The unit rates stated in the Bill of Quantities shall continue to be applicable for any variation in quantities stated therein even when the actual quantities are over and above than stated in the Bill of Quantities.

e.The unit rates in the Bill of Quantities shall also include cost of the following :

(i) Transport of material, personnel, etc. to site at the start of the work and their withdrawal on completion of work.

(ii) Storage of materials at site and hoisting and lowering to all Levels.

(iii) Supplying, transporting to site, unloading, protecting and installing materials in accordance with the specifications.

(iv) Accommodation of the contractor's staff and labour.

(v) Insurance of materials at the site, labour and the work as directed by the Engineer-in-charge.

(vi) Protection of all equipment and materials, etc.;

(vii) Necessary care and precaution against damage to equipment including that supplied by the purchaser

(viii) All wastages.

(ix) Workmen compensation policy

(x) Minimum wages to workmen, retrenchment compensation, Notice pay, gratuity or bonus as applicable, PF contribution of all laborers engaged for the work.

(xi) Medical fitness certificate for all workmen from a doctor with minimum qualification of MBBS.

(xii) Police verification certificate from local police station for all workmen engaged for the work

(xiii) Providing basic personal protection equipments such as safety helmets, safety shoes etc. to all workmen engaged for the work.

Besides above all other terms and conditions, all statutory compliances as mentioned in this tender having financial implications shall have to be considered while quoting unit rates in the Bill of Quantities

As may be required to carry out inspection in presence of purchaser/purchaser's representative before dispatch. The necessary certificate is to be furnished by the party at the time of inspection by the purchaser.

To establish performance as per the performance guarantee clause as well as to stand warranty as per warranty clause mentioned below.

4.0 DURATION OF THE CONTRACT:

The entire works shall be completed within 07 months from the date of acceptance of the contract or work order by the executing firm.

4.1 TIME PERIOD OF COMPLETION

The executing firm shall visit the site within 15 days of acceptance of the contract.

The executing firm shall submit the drawings-SLDs for both the Capacitor Panels for approval within 21 day

s of site visit.

The supply of the items shall be completed within 05 months from the date of final drawing approval.

5.0 LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT

Party has to follow the time period of completion as mentioned at clause no. 4.1 above. Liquidated Damages (LD) shall be levied for delays attributable to the successful bidder in execution of orders. For delays attributable to the successful bidder, liquidated damages for such delay shall be levied at the rate of @ 0.5% per week or part thereof on the value of the contract subject to a maximum of 10% of the total value of the contract. The liquidated damage will be recovered from any outstanding bills or amount due to the successful bidder.

6.0 Terms OF PAYMENT:

(i) 90% payment for supply part (along with payment of 100% of taxes and duties on supply part) shall be made within 30 days of receipt of material at IREL(India)Limited, OSCOM site and accepted by Engineer in Charge.

(ii) Payment of 95% of the works part shall be made after erection of the equipments at IREL(India)Limited, OSCOM within 30 days from the date of completion of installation & commissioning works and certification of Engineer-In-Charge.

(iii) Balance 10% of supply part & 5% of works part along with Security Deposit shall be paid after 12(twelve) months of completion of commissioning works.

(iv) Payment to the contractor would be strictly on the certification of EIC.

(v) You will be paid the amount admissible on the certificate of the Engineer-In-Charge the amount due to you on account of the estimated value of the permanent work executed at site, after deduction there from the amount already paid, the value of materials supplied by M/s IREL (If any), Income tax, works tax, or any other statutory dues as applicable.

(vi) You shall submit the Final Bill immediately after completion of work but not later than a maximum period of 40(forty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If you fail to submit the final bill within the stipulated period then your claim for payment may not be considered.

(vii) Confirmation from EIC/OIC that there are no dues payable to any outside agencies by you. The final bill shall be checked by EIC within 20 days after its receipt and returned to you for corrections (If any needed). You have to resubmit the bill with necessary corrections within 20 days of its return by EIC. The resubmitted bill shall be checked and paid within 30 days of its receipt.

(viii) TDS will be deducted by M/s IREL(India) Limited from the bills of the contractor as per IT Act'1961 & GST act and rules.

6.1 No Mobilization advance will be paid

6.2 No Security advance will be paid for the work

6.3 No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of contract etc shall be payable.

All bills/ invoices are to be certified by EIC. The successful bidder has to submit commercially clear invoice/ bills in order to enable IREL(INDIA)LIMITED avail Tax credit on the materials supplied .

7.0 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 in vogue.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.

8.0 PERFORMANCE GUARANTEE

The materials/equipments and all accessories supplied by the executing firm shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of installation and commissioning or 18 months from the date of supply whichever is earlier. The warranty shall comprise of the following:

- i) Materials supplied
- ii) Workmanship

9.0 Inspection

The successful bidder shall have to give intimation beforehand i.e. 10 days in advance so that IREL(INDIA)LIMITED can depute its representative for carrying out Pre-Dispatch Inspection at the factory or works of OEM.

The Pre-Dispatch Inspection shall be carried out for both the MCC Panels at the OEM premises after which clearance shall be given for dispatch of the material.

10.0 IREL's obligations:-

- For the execution of work at site, electricity and water will be made available to the successful bidder free of charge at a single point within 200 m of the work site. The successful bidder shall arrange for further distribution at his own cost. The successful bidder shall ensure that these are not misused or wasted.
- Power and water will be supplied as and when available and IREL will not be responsible for the consequence of any unintentional interruptions to the continuity of the power and water supply.
- Necessary work permit / safety permit / shut down required or any other clearances will be given. Instructions will be provided, oral/written regarding the details of the job content.

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 R. S. Sabat. GM-Tech. (Purchase) & I/c (Marketing) | rssabat@irel.co.in / purchase1-os@irel.co.in | +91 8280402609 |
| | Smt.Sweta Sinha, Manager (Purchase) | sksinha@irel.co.in | +91 7978132875 |

**Buyer
Added
Bid**

| | | | |
|--|---|--|----------------|
| 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 |
| 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](#).

7. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---