

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-01-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-01-2024 16:30:00
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
Total Quantity/कुल मात्रा	5000
Item Category/मद केटेगरी	Transportation and customs clearance per Metrice Tonne basis at Thoothukudi Port (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	23 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (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	Experience Criteria,Past Performance,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
Past Performance/विगत प्रदर्शन	40 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	7815600
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	156313

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 - T (P&S)  
IREL (India) Limited, Manavalakurichi P.O., Kanyakumari District, Tamil Nadu  
(K Jagan Mohan Babu)

#### Splitting/विभाजन

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.  
[OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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. 7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

PRICE SCHEDULE - [1702720236.xlsx](#)

### **Transportation And Customs Clearance Per Metrice Tonne Basis At Thoothukudi Port ( 5000 metric tonne )**

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

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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### **Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	K Jagan Mohan Babu	629252,IREL(India) Limited P.O.: MANAVALAKURICHI DIST.: KANYAKUMARI, STATE: TAMILNADU PIN -629 252	5000	365

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

#### **1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the

contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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

Buyer Added text based ATC clauses

### **PRE-QUALIFICATION CRITERIA**

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

1. The tenderer should have a valid Customs Broker License and able to transact business as Custom Broker at Tuticorin port till the date of completion as specified in the tender.
2. The tenderer must have experience in successful completion of similar works during the last seven years ending 31.12.2022 and the same should be either of the following
  - 1) 3 similar works costing Rs. 31,26,256.60/- each (OR)
  - 2) 2 similar works costing Rs. 39,07,820.75/-each (OR)
  - 3) 1 similar work costing Rs.62,52,513.20/-**(Attested proof by a notary public should be submitted)**

**Similar work:** "Transportation of bulk Cargo to any Indian port and shipment through the same." Copies of orders executed in support of the above to be submitted. **(Attested proof by a notary public should be submitted)**

The tenderer's average annual financial turnover during the last 3 years ending 31.03.2022 should be at least Rs. 23,44,692.45/-.(Attested proof of P & L statement of the company by a duly verified by statutory auditor or duly filed income tax return).

Pre qualification criteria complete in all respect must be uploaded. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

#### **NOTE:**

1. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.
2. Pre-qualification Criteria can be relaxed for MSEs and startup companies subject to meeting quality and technical specification. Party has to submit necessary documents for the same.
3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

## **II. Other Terms & Conditions**

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- I. (a) Transportation of bagged cargo in 2 MT / 1 MT / 50 kgs bags from IREL godown at Manavala kurichi to Tuticorin Port by truck and obtaining shipping bill, Certificate of origin, Loading into containers, shipment and other connected works relating to export including obtaining clean Bill of Lading and other documents, payments of Port dues/ Terminal Handling Charges (THC) etc. Ocean freight if any will be paid by IREL. Loading at Manavalakurichi will be done by IREL. Approximate Quantity to be transported and shipped will be around 5000 M.T (+/- 5%).
- II. The purchaser reserves the right to increase/decrease the ordered quantity by up to [25]per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)."
- III. The bidder has to quoted the value for Sl.No. 1 & 2 in the bid inclusive of GST. The bidder has to upload the excel file duly filled quoting all rates and value for sl.no.3 to 10 which will be considered only for comparison.**
- IV.** Bidder has to upload the following alongwith the bid.
- a. Documents towards pre qualification of tender failing which offer shall not be accepted.
  - b. An undertaking stating that the bidder has gone through the scope of work and all the terms and conditions of the tender in complete and they agree to all the terms & conditions of the tender in complete without any deviation.
  - c. Copy of GST, PAN, MSME Registration
  - d. Undertaking provided in Tender, duly filled and signed
  - e. Contact details with e-mail, Phone no. etc.
- V. The tenderer has to agree to the following instructions for transport of the material:
- a) **Guaranteed delivery time: 1 days (In the event of any unusual delay involving more than a day, the matter shall be informed to us immediately)**
  - b) **There shall be no trans-shipment**
  - c) **The materials shall be transported in trucks covered with Tarpaulins.**
  - d) **Shall provide the Driving License No., Name and Mobile No. of the vehicle driver (for contact during transit) before the vehicle leaves the Company's premises.**
  - e) **Our weighbridge capacity is 60MT and dimension is 9meter length X 3meter width**
  - f) **Loading of left out / shut out cargo into trucks at Tuticorin and transporting the same to IREL, Manavalakurichi (Unloading at Manavalakurichi will be done by IREL).**
  - g) **Strapping / lashing of bags in container**
  - h) **Re-bagging of cargo, if required without any contamination in 50 Kgs HDPE bags and transporting in 2 MT / 1 MT bulk bag and mouth stitching (bags will be provided by IREL)**
  - i) **After transportation to Tuticorin, if the shipment is delayed due to non-availability of vessel you shall arrange for stocking the cargo**

- in hired godowns (This is applicable only in case of the shipment is delayed by one month or more)
- j) Palletisation of cargo at Tuticorin port / Container Freight Station in pallets varying from 1 MT to 2 MT, shrink wrapping / foiling including cost of material & labour.
  - k) Stenciling work for bags
  - l) Obtaining Fumigation certificate with ISPM - 15 / IPPC marking on each pallet.
  - m) Obtaining GSP certificate of origin per bill of lading
  - n) Obtaining disinfection certificate per bill of lading
  - o) The works mentioned in the above from (h) to (n) are for indicative purpose only, no quantity will be guaranteed and payment will be made for the actual work carried out.
  - p) 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.
  - q) Loss of cargo: The contractor will be responsible for the loss of cargo and the cost of such lost cargo will be recovered from them.
  - r) Endorsement of post shipment documents by relevant authorities (as required).
  - s) Transit Insurance: It will be arranged by IREL up to Tuticorin Port.

**VI. 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.

## **VII. Payment Term:**

Payment will be released after completion of each shipment of export. In case shipment is delayed by more than 15 days after completion of transportation of entire material for the shipping at a time, 60 % of the rate quoted against item no.1 will be released. The contractor shall not be entitled to claim any payment for non-shipment / short shipment or for salient cargo or delay in shipment if the space is reserved by buyers or IREL. It shall be the duty of the contractor to effect shipment expeditiously. All payments to the contractor will be subject to deduction of Income Tax at source as provided in Section 194 (c) of the Income Tax Act, 1961 & other applicable deductions. Payment for items No. 3 to 10 in price schedule will be done as & when required. Payment will be carried out as per actual within 30 days.

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.

Please mention IREL (India) Limited GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

All payments shall be done only through E-payment. Hence successful bidder has to provide Company name, Account number, Name of the bank, nature of account (Savings/ Current/ CC/OD), IFS Code, Branch Code along with invoice.

### **VIII. Security Deposit (SD)**

1. The successful Contractor shall furnish a Security Deposit amounting to 3% of the total value of the contract within 21 days of placement of order or before commencement of work whichever is earlier.
2. The Security Deposit may be remitted in the following forms:
  - i) Through NEFT/ RTGS in favour of M/s. IREL (India) Limited, Manavalakurichi.
  - ii) Demand draft drawn on State Bank of India in favour of M/sIREL (India) Limited
  - iii) Irrevocable Bank Guarantee from any Scheduled / Nationalised bank acceptable to M/s. IREL (India) Limited.
3. The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations; alterations or extensions of time as may be made, given conceded or agreed to between the contractor and M/s. IREL (India) Limited under the General Conditions or otherwise.
4. The security Deposit furnished by the successful tenderer shall not carry any interest whatsoever.
5. EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee is to be submitted towards SD in the prescribed format mentioned in Tender document,

### **VIII. Liquidated Damages :**

Any delay attributed by the contractor in executing and completing the work in excess of the period specified in the work order will attract Liquidated damages @ 0.5% per week or part thereof, subject to a maximum of 10% of the total contract value. This will be recovered from your bills or any payment due to you.

- IX. For transport of material from our works at Manavalakurichi, the successful tenderer will be given, as far as possible, 24 hours' notice and this notice will be given either in writing or over telephone. The successful tenderer will have to transport the material as instructed by us and any loss or damage due to delays on his part in the transport of the materials in accordance with our instructions regarding place, date and time will be made good by the successful tenderer. A penalty of Rs 1000 per day per vehicle will be levied on the contractor, if successful contractor could not place vehicle within 48 hours of notice given by IREL.
- X. While working at site arrangement of safety and security of all workmen deployed, including that of materials shall be the contractor's responsibility. Workmen at site should be provided with all necessary safety PPE's.



- XI. For transportation of the mineral, from Manavalakurichi to Tuticorin the total weight of the truck/ truck shall not exceed the permissible weight as per the Registration Certificate issued by the RTO.
- XII. For connecting shipment any part load should also be transported without any delay. Any loss due to delay in executing the shipment within the time shall be debited to contractor's account.
- XIII. All shipping papers will be sent to the contractor and it will be contractor's responsibility to submit application to the respective authorities and obtain clearance of shipping bill. All connected activities with port customs or any other authorities shall be attended by the contractor on behalf of IREL.
- XIV. The contractor shall collect documents as required by IREL and forward the same to IREL, MK immediately after the shipment through reliable courier / speed post/ by hand.
- XV. All responsibility for safe transit, storage, handling and accounting of cargo received, re-bagging if applicable and stuffing the cargo in the container shall be with the contractor, if required insurance shall also be arranged by the contractor at their discretion and cost.
- XVI. The contractor shall obtain and handover to IREL, clean on board ocean bill of lading of the cargo loaded in the ship and other relevant documents immediately after shipments.
- XVII. The contractor shall be responsible for proper use and safe custody of any equipment / material supplied by IREL. Any damage to them has to be compensated by the contractor as instructed by IREL.
- XVIII. The contractor shall ensure that damaged/ torn bags are not stuffed into the container. Damaged bags if any has to be replaced and the cargo should be rebagged. Also, Stowing of the bags should be done in such a way that bags should not roll over during the voyage. The contractor shall be held responsible in case of complaints regarding receipt of damaged bags, improper stowing / stuffing and if any claims raised due to the contractor's fault by the buyer, the same will be recovered by the contractor.
- XIX. Survey Report with proper date & time stamping photographs of each container on stuffing at Container Freight Station godown shall be furnished. The survey report should also contain clear photographs enumerating the following,
  - a. Empty container photos confirming the bottom & sides of the containers are clean without any damage.
  - b. Photographs showing the partially loaded consignment inside the containers showing the details of the packing labels.
  - c. Photographs showing fully loaded consignment after lashing, if any.
  - d. Photographs showing half door closed with container serial number.
  - e. Photographs showing fully closed container showing custom's seal number.
  - f. If required, contractor shall arrange live streaming of container stuffing.
- XX. Transit Insurance: It will be arranged by IREL up to delivery on board. In case of any loss or damage to the cargo, it should be informed immediately (by email/fax) to us and the insurance company.
- XXI. The contractor will have to undertake the work at short notice on receipt of instructions from IREL.
- XXII. The contractor shall not under-let or sub-let to any person or persons or body corporate the ex

execution of the contract or any part thereof without the consent in writing of IREL.

XXIII. The clauses herein set out as descriptive of the work to be undertaken are not to be construed as a delimitation and work incidental to the efficient execution of the contract even if not specified in the tender clauses must be undertaken.

XXIV. If situation demand, IREL may at any time temporarily stop the contract or any part thereof by notice in writing to the Contractor. Contract so stopped shall be resumed by the contractor based on a schedule to be mutually agreed upon between IREL and the Contractor.

XXV. IREL will not pay the contractor for any work, which is performed during such an interval of suspension, and IREL will not be liable to the contractor for any damage or loss caused by such a suspension of contract.

XXVI. The Contractor shall conform to all the regulation, bye laws, any other statutory rules made by any local Authorities or by the Government time to time and

XXVII. Firms, companies or other body corporate, 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.

Conflict of Interest: A bidder shall not have a conflict of interest that affects the bidding Process. Any bidder found to have a conflict of interest by having a financial, commercial, legal, or professional relationship with IREL or any related partner/service provider/vendor/employee or with the people working with them, that could put undue influence for grant of bid, shall be disqualified. The bidder is required to submit a self-certified letter stating that the bidder has no conflict of interest whatsoever with any entity as on bid submission date by an Authorized Signatory on the company's original letter head with signature and seal.

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

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

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

**---Thank You/धन्यवाद---**