

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	20-02-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	20-02-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	80 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Pmo
<b>Department Name/विभाग का नाम</b>	Department Of Atomic Energy
<b>Organisation Name/संगठन का नाम</b>	Irel (india) Limited
<b>Office Name/कार्यालय का नाम</b>	Ho
<b>Total Quantity/कुल मात्रा</b>	700
<b>Item Category/मद केटेगरी</b>	LOAD CARRYING HELMET (Q3)
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	40 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No

Bid Details/बिड विवरण	
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

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### 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. 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.

4. 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.

5. 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.

## LOAD CARRYING HELMET ( 700 the number pi )

**(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	<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	700	30

## 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**

**Tenderer should the below documents towards Pre-Qualification Criteria**

1. Tender shall produce certificate for dealership for the sale/ supply of personnel Protective Equipments (PPEs)/Safety Items etc.
2. Financial standing through latest income tax return (ITR) / Annual report containing balance sheet and statement of profit & loss account.
  - a. Three similar order each costing not less than Rs. 29,736/-  
Or
  - b. Two similar order each costing not less than Rs. 37,170/-  
Or
  - c. One similar order costing not less than Rs. 59,472/-
3. Average annual turnover of the bidder during last 3 financial years ending 31<sup>st</sup> March-2023 shall be minimum Rs. 22,302/-. (Documentary proof of the above should be enclosed). The tenderer shall submit copy of P & L account / IT return / turnover certificates for the last three years.

#### **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.
4. **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the Procurement Policy for Micro and small Enterprises, 2012 (as amended time to time) has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.**

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#### **Other Terms & Conditions**

1. The Party has 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. The rate quoted shall be FOR IREL (India) Limited, Manavalakurichi. The items have to be supplied strictly as per the technical specification within the delivery period mentioned in the tender.

### 3. Delivery Period

Delivery shall be completed within 30 days from the date of issue of purchase order

#### 4. ~~Earnest Money Deposit (EMD)~~

~~4.2. Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavalakurichi.~~

~~4.3. 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 [purch ase-mk@irel.co.in](mailto:purchase-mk@irel.co.in)~~

~~4.4. 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.~~

~~4.5. Offers without EMD or valid EMD exemption certificate shall not be considered.~~

~~4.6. 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.~~

~~4.7. 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~~

~~4.8. **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the Procurement Policy for Micro and small Enterprises, 2012 (as amended time to time) has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.**~~

#### 5. ~~Security Deposit (SD) (For supply orders above ₹ 5 Lakhs)~~

~~The successful tenderer has to submit Security Deposit @**5% of the contract value** in the form of RTGS/NEFT/ BG within 21 days of receipt of our PO as security for satisfactory completion of the order. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply order. The EMD can be adjusted towards Security Deposit. However, if EMD is submitted in the form of BG, fresh BG is to be submitted towards SD in the prescribed format as per tender. If the Supplier fails to provide the security deposit within the period specified, such failure shall constitute a breach of the Contract and IREL shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the supplier and/or to recover from the supplier the damages arising from such cancellation.~~

### 6. Payment terms

Our standard payment term is 100% payment within 30 days from the date of receipt and acceptance of materials along with all relevant documents" **NO advance payment shall be made under any circumstances.** Interest @ 12% shall be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms. 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 GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

## 7. Liquidated Damages

Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

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

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine preestimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 PURCHASER in the matter of applicability of price reduction shall be final and binding.

In case of any discrepancy between GeM GTC and Buyer ATC, terms stipulated under buyer ATC 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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**