

Bid Corrigendum

GEM/2024/B/4566086-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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 text based ATC clauses

PRE-QUALIFICATION CRITERIA

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The tenderer should submit the following towards Pre- Qualification Criteria:

- 1) Bidder should have supplied at least (i) No. of RERMS of dimension 6" dia X 60" length X 2 stage or higher, (ii) 1 No. of REDMS of dimension 24" dia X 36" wide X 2 stage or higher to any beach-sand mineral processing industry in India which process minerals like Ilmenite, Rutile, Zircon, Monazite, Garnet & Sillimanite in last 10 years ending on December 2023.
- 2) Bidder should have experience of having successfully completed supply of
 - i. RERMS of dimension 6" dia X 60" length X 2 stage or higher
(OR)
 - ii. REDMS of dimension 24" dia X 36" wide X 2 stage or higher
 - a. Three similar completed works each costing not less than Rs. 50,91,628/-
(OR)
 - b. Two similar completed works each costing not less than Rs. 63,64,535/-
(OR)
 - c. One similar completed work costing not less than Rs. 1,01,83,256/-
- 3) Bidders shall submit:
 - Copies of Purchase Orders with work completion certificate towards documentary evidence for the above supply (s) executed.
 - MOC certificate from the RERMS & REDMS manufactures that the Rare earth

Magnets installed in the equipment are of Neodymium –Iron – Boron.

- Copy of certificate for N 40 grade magnet for RERMS from the supplier.

4. Average annual financial turnover of the Bidder during the last three years ending on March 2023 should be minimum Rs.38,18,721/-. Bidder shall submit audited Annual report for the last three years.

Note:

1. In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.
2. 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.
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. Concurrent commitment:

~~The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.~~

~~Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action.~~

Sl. No	Organization	Name of Work	Value of Contract	Value executed till last month	Balance value to the executed
1	-	-	-	-	-
2	-	-	-	-	-
Average financial turnover (last 3 financial years)			-	Total of all balance value	-

TERMS & CONDITIONS

- 1.0** Bidders have to upload the following along with the Bid

- Documents towards pre qualification of tender failing which offer shall not be accepted.**
- Copy of GST, PAN , MSME Registration
- 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. 2,54,581/- (Rupees Two lakh fifty four thousand five hundred and eighty one only)
- 2.2 Tenderer shall remit EMD through RTGS/ NEFT in favour of M/s IREL (India) Limited, Manavalakurichi.
- 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
- 2.4 In case 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 Natio

nalised 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.

4.0 Special Conditions of the Contract

- **Pre-delivery inspection and testing:**

Supplier shall arrange for a pre-delivery inspection of the equipment at their works before dispatch. On receipt of intimation from the supplier about their readiness, IREL shall carryout the pre-delivery inspection at Supplier's place and conduct test work using feed samples to ensure the metallurgical performance and issue clearance for dispatch.

The party shall provide the instrument to be used for measurement of magnetic intensity on the RERMS roll & belt surface and also REDMS drum surface which shall have valid calibration certificate traceable to NABL/ NPL standards.

However the final inspection on receipt of the equipment at IREL MK shall be the basis of acceptance of the equipment by IREL.

- **Installation and Commissioning:** IREL shall carryout the installation and commissioning of the machines at designated sites. However Supervisory support shall be provided by the Supplier during erection if required. After erection of the machine the party will be intimated to start the commissioning work.

5.0 Guarantee / Warranty: The tenderer shall guarantee the equipment for design, materials, workmanship and satisfactory trouble free performance for a period of 12 months from the date of commissioning or 18 months from the date of receipt whichever is earlier.

6.0 DELIVERY PERIOD:

- Delivery Period is **120 days** from the date of receipt of purchase order.
- The Company reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the Company or maintainable against the Company.

7.0 SCHEDULE OF PAYMENT

- 70% payment will be released within 30 days of receipt of equipment at IREL MK site and acceptance by the Engineer-in-Charge. □ 20% payment shall be made after erection and successful commissioning of the equipment and meeting the Performance Guarantee.
- 10 % payment will be made after the Guarantee period OR against submission of a Performance BG (to be submitted after the supply and acceptance) for equivalent value (10% of the total value) valid till the end of the Guarantee period.

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

Payment will be done within 30 days after submitting the proper bill.

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.

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.

8.0 Inspection:

The equipment will be inspected at your site. However the final acceptance will be after inspection and achieving the performance criteria.

9.0 Technical Questionnaire To Be Completed And Enclosed With The Offer

- a. Equipment type
- b. Configuration
- c. Type of permanent magnet
- d. Provision for scalper roll details
- e. Dimensions (Assembled)
- f. Approx. weight
- g. Capacity details
- h. Gauss on the surface of the roll
- i. Details of product transfer chutes
- j. Feed hopper details
- k. Feed regulating mechanism details
- l. Drive arrangement and details
- m. Product splitters details
- n. Wiping brush /roller brush assembly details with working details
- o. Details of drive motor
- p. Enclosure details for dust preventions
- q. Details of variable separation roller drives (optional) if provided
- r. Guaranteed recovery of minerals
- s. Guaranteed separation efficiency
- t. Delivery period/payment terms
- u. Safety features
- v. Foundation/ base frame details
- w. Materials of construction of equipment parts.

10.0 Performance test:

The performance of the equipment will be tested in the plant during commissioning for satisfactory acceptance as per the parameters specified in Clause No.22 of REDMS & Clause No. 17 of RERMS in Technical specifications of the tender.

11.0 Tender Evaluation Criteria: Tender will be evaluated on overall L1 basis.

12.0 Award of Contract :

Order will be awarded to technically and commercially qualified bidder with I

lowest price on overall L1 basis.

13.0 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.

15.0 In case of any discrepancy between Gem ATC and Buyer ATC, terms stipulated in Buyer ATC shall govern.

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

17.0 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.

CORRIGENDUM

Bid Number: GEM/2024/B/4566086 dated 02.02.2024

Item Description: Supply and Supervision of installation & commissioning of 1 No. Rare Earths Roll Magnetic Separator and 2 Nos. of Rare Earth Drum Magnetic Separator

Item	Existing	To be read as
Item No.2: RARE EARTH DRUM MAGNETIC SEPARATOR	Quantity : 1 (One) No.	Lump-sum value for 2 Nos. of Rare Earth Drum Magnetic Separator

Bidders shall consider the above while bidding.

All other terms and conditions shall remain unaltered.

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)