

### Bid Corrigendum

GEM/2024/B/4752219-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. Technical Competency:**

- (i) Only Original Equipment Manufacturers (OEM) or their authorized representatives are eligible to participate in the tender. In case of authorised representative, the letter of authorization from the OEM is to be submitted.
- (ii) The bidder should have supplied at least 1 No. of minimum 5 tph capacity, High Tension Roll Separator with three electrode system viz. Corona wire electrode along with two induction electrodes to any beach sand mineral industry during last seven years ending February, 2024.

In proof of the same, bidder should submit Copy of the Purchase order along with proof of installation/ completion certificate.

**2. Financial Soundness:**

- (iii) Average annual financial turnover of the Bidder during the last three years ending on March 2023 should be minimum Rs 61,80,000/-. Bidder shall submit audited Annual Report for the last three years.

**Note:**

1. In the absence of documentary evidence in support of the prequalification criteria, the offer is liable for rejection.
2. Relaxation in prior turnover and prior experience shall be given to MSEs / Startups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.
3. 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).
4. The offers of the bidders who have defaulted in the past in execution of the co

contracts or in complying with the obligations as per the contract shall not be considered.

## **5. 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 be executed
1	-	-	-	-	-
2	-	-	-	-	-
Average financial turnover (last 3 financial years)			-	Total of all balance value	-

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## **TERMS & CONDITIONS**

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

#### **(i) Documents towards pre qualification of tender failing which offer shall not be accepted.**

- (ii) Copy of GST, PAN , MSME Registration
- (iii) EMD Declaration
- (iv) Undertaking provided in tender, duly filled and signed
- (v) Contact details with e-mail, Phone no. etc.

### **2.0 Earnest Money Deposit (EMD)**

2.1 Rs.4,12,000/- (Rupees Four lakh and twelve thousand 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](mailto:purchase-mk@irel.co.in)

2.4 Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the format given in the tender. The Original BG shall reach this office at least 3 days in advance from the date of opening of Techno-Commercial Bid.

- 2.5 Offers without EMD or valid EMD exemption certificate shall not be considered.
- 2.6 The EMD is liable to be forfeited if:
- The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
  - The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
  - In case bidder submits false/fabricated documents.
  - 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/ TD** € 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:
- For works contract valued more than Rs.2 lakhs.
  - For supply & service contract valued more than Rs.5 lakhs.
- Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).
- 3.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.
- 3.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalised Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable
- 3.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.
- 3.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

### **4. Time Period of Completion:**

The delivery should be within 300 days from the date of Purchase order.

Suppliers are required to deliver on **FOR Destination basis i.e. IREL (India) Limited, Manavalakurichi, Kanyakumari District. Tamil Nadu State, India. PIN - 629252**

Order acceptance should be confirmed within one week from the date of issue of

f the same from our end and Security Deposit is to be submitted within 30 days from the date of issue of the Purchase Order.

**5. Terms of Payment:**

**a) On delivery:**

90 % payment of the contract price shall be paid on receipt of goods at IREL (India) Limited, Manavalakurichi – 629 252, Kanyakumari Dist., Tamil Nadu, India in good condition and upon the submission of the following documents:

- (i) Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Manufacturer's / supplier's guarantee/ warranty certificate.
- (v) Certificate from the manufacturer / supplier to the effect that the goods conform to the manufacturer's standards and are new and free from any latent or patent defects and are strictly as per Specifications mentioned in Tender.
- (vi) Certificate of origin if applicable.

- b)** Balance 10% payment of the contract price along with SD amount shall be made only after successful performance test at IREL, Manavalakurichi and on receipt of Performance Bank Guarantee. The Performance BG will be released after completion of the guarantee period of 12 months from date of successful commissioning/ 18 months from the date of supply, whichever is earlier.

All bills/ invoices are to be certified by EIC. The successful bidder should ensure production of required documents for availing input tax credit, if available.

Our standard payment term is "100% payment of payable amount 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.**

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.

**6. Performance Guarantee:**

Party should give guarantee for a minimum period of 12 months from the date of use/ 18 months from the date of supply, whichever is earlier. The guarantee shall comprise of the following:

- i) Materials supplied
- ii) Workmanship
- iii) Performance tests as mentioned in technical specification

IREL (India) Limited reserves the right for procurement of ordered material from alternate sources at the supplier's risk and cost in case the delivery of the goods is not made within the due delivery date. The liquidated damages will be

recovered from any outstanding bills or amount due to the successful bidder.

**7. WARRANTY:**

The materials/equipment and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of installation or 18 months from the date of delivery, whichever is earlier

**8. 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.

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

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

**11. 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**

**Special Conditions of Contract**

Special Condition of Contract uploaded	Existing	To be read as
Clause No.5 Spares	The party shall provide essential spares free of cost as mentioned in the list to ensure trouble free operation of the machine	The party shall provide essential spares as mentioned in the list to ensure trouble free operation of the machine.

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](#)