

## Bid Corrigendum

GEM/2024/B/5338732-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contract rates. Bidders are bound to accept the orders accordingly.
2. Buyer Added text based ATC clauses

### PRE-QUALIFICATION CRITERIA

**Bidder should submit the below documents towards Pre-Qualification Criteria**

#### **1.0 Technical:**

- a. Bidder should have supplied at least **1 No. of Counter Current / Cross Current Rotary Drier / Rotary Kiln of at least 5.0 TPH discharge capacity** to a general processing industry/Cement Industry in India in last 15 years ending on 2024.
- b. GA drawing to be submitted along with the offer.
- c. Copies of purchase orders with tax invoice and proof of work completion certificate / performance certificate.

#### **2.0 Financial:**

Average annual financial turnover of the bidder during the last three years ending on March 2023 should be minimum Rs.92,92,500/-

Tenderer shall submit audited Annual Report for the last three years.

In the absence of documentary evidence in support of the prequalification criteria, the offer is liable for rejection.

#### **Note:**

1. In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.
2. Relaxation in prior turnover and prior experience shall be given to MSEs / Start-ups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.
3. The offers of the bidders who have defaulted in the past in execution of the contract 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)**

**ended time to time).**

### **Other Terms & Conditions**

**1.0** 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.
- (vi) All MSEs vendors are requested to get registered with RXIL (TReDS) platform and submit the details.

**2.0** 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.

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

**3.1 Rs.5,25,000/- (Rupees Five lakh twenty five thousand only)**

**3.2** Tenderer shall remit EMD through RTGS/ NEFT in favour of M/s IREL (India) Limited Manavalakurichi.

**3.3** Tenderer shall inform details of remittance of EMD & TDC through E-Mail/ FAX. The 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)

**3.4** 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 on the date of opening of Techno-Commercial Bid.

**3.5** Offers without EMD or valid EMD exemption certificate shall not be considered.

**3.6** The EMD is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quote subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supply of 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.

**3.7** 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 the certificate pertains to the class of item/works for which floated.

### **4.0 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.

gements for the repurchase of the stores contracted for at the risk and expense of supplier and/or to recover from the supplier the damages arising from such cancellation.

### **5.0 Pre-delivery inspection:**

Supplier shall arrange for a pre-delivery inspection of the equipment with its accessories at their works before dispatch. On receipt of intimation from the supplier about their readiness, IREL shall carry out the pre-delivery inspection at Supplier's place to ensure the individual parts to be supplied are conforming to the tender specification. However the final inspection on receipt of the equipment at IREL MK shall be the basis of acceptance of the equipment by IREL.

### **6.0 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.

### **7.0 Delivery /Work Completion Period:**

Supply of items: Within 5 months from the date of receipt of Purchase order

Work completion: Within 2 months from the date of site clearance by Engineer-in-Charge, subsequent to delivery of items.

### **8.0 SCHEDULE OF PAYMENT**

- Payment of **70 % of SI.No.1** of the price schedule will be released within 30 days after receipt of equipment and inspection at IREL stores with submission of relevant invoice and acceptance by the Engineer-in-Charge.
- Payment of **20% of SI.No.1 and 90% of SI.No.2** of the price schedule will be made after erection, successful commissioning with demonstration of performance of the equipment and meeting the Performance Guarantee.
- payment of **10 % of total contract value** 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.

### **9.0 Liquidated Damages**

Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or perform 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

ate, for each week or part thereof of delay. The total damages shall not exceed 10% (ten per cent) 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 SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine preestimates of 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 the need for 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.

**Corrigendum for Public tender for the supply, installation commissioning and demonstration of 5.0 tph Counter current type Rotary Dryer**

Ref: Tender No: GEM/2024/B/5338732 dated 29.08.2024

With reference to the above tender, the following changes in the tender documents are made.

<b>D o c u m e n t/  T i t l e</b>	<b>Present</b>	<b>Changes in the clause</b>																		
	<b>Specification</b>	<b>Specification</b>																		
<b>T e c h n i c a l P a r a m e t e r s</b>	<p><b><u>Page Number 21</u></b></p> <p><u>General Description And Technical Specifications Of 5.0 tph Dual Fuel Fired Counter Current Type Rotary Dryer</u></p> <p>The 5 tph Dual Fuel Fired (LPG/HSD) Counter Current Type Rotary Sand Dryer shall have following technical parameters.</p> <p><b><u>Technical Parameters</u></b></p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th colspan="2">Technical Parameters</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>Atomisation &amp; Combustion Air Blower:</td> <td>As per supplier's design</td> </tr> <tr> <td>12</td> <td>Dilution Air Fan Model</td> <td>As per supplier's design</td> </tr> </tbody> </table>	Sl. No	Technical Parameters		10	Atomisation & Combustion Air Blower:	As per supplier's design	12	Dilution Air Fan Model	As per supplier's design	<p><b><u>Page Number 21</u></b></p> <p><u>General Description And Technical Specifications Of 5.0 tph Dual Fuel Fired Counter Current Type Rotary Dryer</u></p> <p>The 5 tph Dual Fuel Fired (LPG/HSD) Counter Current Type Rotary Sand Dryer shall have following technical parameters.</p> <p><b><u>Technical Parameters</u></b></p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th colspan="2">Technical Parameters</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>Atomisation &amp; Combustion Air Blower:</td> <td>As per supplier's design (Belt Driven)</td> </tr> <tr> <td>12</td> <td>Dilution Air Fan Model</td> <td>As per supplier's design (Belt Driven)</td> </tr> </tbody> </table>	Sl. No	Technical Parameters		10	Atomisation & Combustion Air Blower:	As per supplier's design (Belt Driven)	12	Dilution Air Fan Model	As per supplier's design (Belt Driven)
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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">General Description</p>	<p style="text-align: center;"><b>Page Number 22</b></p> <p>The Dryer shall consist of (i) rotating shell (barrel) with drive unit (ii) end hoods and (iii) hot air generator which is the source of heat.</p> <p>The rotating shell of the dryer shall be fabricated from MS plates. The shell shall be provided throughout its length with MS fabricated special shaped flights which shall be bolted to the shell. These flights continuously turn the materials over there by effectively releasing moisture and propelling the material towards the discharge end. The shell shall be provided with 2 Nos. tyres of MS construction. Each tyre shall ride over a set of supporting rollers. Supporting rollers shall be carried in self aligning bearing pillow blocks.</p>	<p style="text-align: center;"><b>Page Number 22</b></p> <p>The Dryer shall consist of (i) rotating shell (barrel) with drive unit (ii) end hoods and (iii) hot air generator which is the source of heat.</p> <p>All the MOC used for fabrication of Rotary Dryer shall be in accordance with IS 10875:1983. All the blowers shall be belt driven. Day tank for storage of fuel should be designed to avoid deformation when loaded to the maximum.</p> <p>The rotating shell of the dryer shall be fabricated from MS plates. The shell shall be provided throughout its length with MS fabricated special shaped flights which shall be bolted to the shell. The flights continuously turn the materials over there by effectively releasing moisture and propelling the material towards the discharge end. The shell shall be provided with 2 Nos. tyres of steel as per IS 10875:1983. Each tyre shall ride over a set of supporting rollers. Supporting rollers shall be carried in self aligning bearing pillow blocks.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">General Description</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Clause no. 1</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Hot Air Generator</p>	<p style="text-align: center;"><b>Page Number 22, Point Number 4</b></p> <ul style="list-style-type: none"> <li>· Atomisation and combustion air for the burner shall be supplied from a Centrifugal Blower with MS fabricated impeller mounted on motor shaft.</li> </ul>	<p style="text-align: center;"><b>Page Number 22, Point Number 4</b></p> <ul style="list-style-type: none"> <li>· Atomisation and combustion air for the burner shall be supplied from a Centrifugal Blower with MS fabricated impeller motor which is belt driven mechanism.</li> </ul>

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SI. No	Description	
4	Stack emission parameters	As per TN PCB & CPCB norms prevailing at the time of delivery
a	Suspended particulate matter -SPM	
b	SO <sub>x</sub>	
c	NO <sub>x</sub>	

In addition to the material, workmanship and element guarantees mentioned above, Bidder shall guarantee the performance of the 5.0 tph Counter Type Rotary Drier as furnished below:

SI. No	Description	
4	Stack emission parameters	
a	Suspended particulate matter -SPM	150 mg/ N m <sup>3</sup>
b	SO <sub>x</sub>	1200 mg/ N m <sup>3</sup>
c	NO <sub>x</sub>	-

<p style="text-align: center;">T e c h n i c a l S p e c i f i c a t i o n C l a u s e n u m b e r 2. 7, (x ).</p> <p style="text-align: center;">S t a c k</p>	<p><b>Page Number 33</b></p> <p>Vertical Duct shall be of round cross-section and of material mild steel to IS:2062 having minimum height of 5-meter plus of shed height and with thickness not less than 6.0 mm . It is supported by a detachable supporting frame work all around as per Industrial Standard.</p>	<p><b>Page Number 33</b></p> <p>Vertical Duct shall be of round cross-section and of material mild steel to IS:2062 having minimum height of 6-meter plus of shed height and with thickness not less than 6.0 mm. It is supported by a detachable supporting frame work all around as per Industrial Standard. Sampling port for flue gas sample collection shall be arranged at the vertical duct system. Monkey ladder with small platform for sample collection area will be provided.</p> <p>Shed height is approximate 15 meters.</p>
<p style="text-align: center;">C l a u s e n u m b e r 2. 9 i v a)</p>	<p><b>Page Number 38, 2.9 iv a) Point Number 4</b></p> <p>Control System for 5TPH Counter Current Type Rotary Drier</p> <p>a) Burner Management Control System</p> <ul style="list-style-type: none"> <li>· Air flowmeter,; V-cone type, Anemometer with Pitot tube/Anubar</li> </ul>	<p><b>Page Number 38</b></p> <p>Control System for 5TPH Counter Current Type Rotary Drier</p> <ul style="list-style-type: none"> <li>· Air flowmeter,; V-cone type, Anemometer with Pitot tube/Anubar/ Orifice Plate</li> </ul>



S c h e d u l e o f P a y m e n t	<p><b>Page Number 20</b></p> <ul style="list-style-type: none"> <li>Payment of <b>70 % of SI.No.1</b> of the price schedule will be released within 30 days of receipt of equipment and inspection at IREL stores with submission of relevant invoice and acceptance by the Engineer-in-Charge.</li> <li>Payment of <b>20% of SI.No.1 and 90% of SI.No.2</b> of the price schedule will be made after erection, successful commissioning with demonstration of performance of the equipment and meeting the Performance Guarantee.</li> <li>payment of <b>10 % of total contract value</b> 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.</li> </ul>	<p><b>Page Number 20</b></p> <ul style="list-style-type: none"> <li>Payment of <b>70 % of SI. No.1</b> will be released within 30 days of receipt of equipment and inspection at IREL stores with submission of relevant invoice and acceptance by the Engineer-in-Charge.</li> <li>Payment of <b>10 % of SI. No.1</b> will be cleared within 30 days after erection of the equipment.</li> <li>Payment of <b>10% of SI. No.1 and 90% of SI.No.2</b> will be made after successful commissioning with demonstration of performance of the equipment and meeting the Performance Guarantee and Submission of invoice for installation,</li> <li>Payment of <b>10 % of total contract value</b> 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</li> </ul> <p><b>Bidder has to provide separate invoice for each consignment, and the payment can be made for the consignments separately.</b></p> <p><b>Bidder has to submit separate invoice for supply, installation &amp; commissioning part.</b></p>
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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 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If 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 in which it is 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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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](#)