

Bid Corrigendum

GEM/2024/B/5340798-C6

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 Competency:

- a) Original Equipment Manufacturer (OEM) of Spiral concentrator or their Authorized dealers/ agents are eligible to participate in the tender. Associate/Authorized dealers / agents are required to submit authorization letter from OEM.
- b) The bidder should have experience of supply of spirals, minimum 24 starts to mineral sand industry or mineral sand research centre during the last seven years ending 31.07.2024. In proof of the same, the bidder should submit Copy of the purchase order and proof of completion certificate/ performance certificate.
- c) GA drawing to be submitted of the spiral along with the offer.

Authorized dealers/agents submitting offer can give the experience proof of supply of their principals for the supply of spirals.

2.0 Financial Soundness:

Average Financial turnover of the participating bidders during last three years ending 31st March 2024 shall not be less than Rs. 28,54,098/- or equivalent foreign currency financial Statements (Audited balance sheet Profit & Loss Account/ IT Returns/ certificate of Chartered Accountant) for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respects to be attached/ uploaded in the e-procurement portal. Failure to compliance of above criteria will make the bid incomplete and as such it shall be rejected

General Requirements:

Bidder should attach the following documents (applicable in case of Indian bidders and Indian authorized agents of foreign manufacturers):

- (1) Copy of GST Registration No.
- (2) Copy of PAN as per I.T. Act 1961.
- (3) Contact details including address, phone and e mail, etc

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-up (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 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. 1,61,248/- (Rupees One lakh sixty one thousand two hundred and forty eight 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 email 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
- 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 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 shall be adjusted towards Security Deposit. However, if EMD is submitted in the form of Indian Cash BG is to be submitted towards SD in the prescribed format as per tender. If the bidder 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.

5.0 Regulations, Acts, Standards & Codes to be followed:

The design, manufacture, supply to site and testing of the equipment covered in the specification shall comply with the appropriate standards amended up to March, 2017. Unless otherwise specified, Indian Standards shall be followed. In case where suitable Indian Standards are not available, generally accepted codes and practices as mutually agreed upon shall be adopted. The equipments shall comply with the statutory requirements of the Govt. of India. The equipment and installation shall conform to the provisions of statutory and other regulations in force. The successful bidder shall provide necessary support like drawings, data etc as required by the statutory authorities. In cases where the offer deviates from the specified standards, bidder shall indicate clearly in his offer the standards proposed to be adopted by him and the details thereof.

6.0 Scope :

The scope of supply includes and not limited to,

<p>1. Supply of Bank of 4, Twin start, 4 Turn Very High Grade Spiral concentrator in one bank, i.e one bank consisting of 2 parallel rows of 2 twin start spirals in each row (total 1 x 2 x 2 x 2 =8 starts) along with accessories as per technical specification enclosed. (One bottom entry Open / Gravity distributor with 8 outlets and 3 launders for products i.e., concentrate middling and tailings).</p>	<p>2 No's</p>
--	---------------

7.0 Time Period of Completion:

The delivery should be 210 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 the name from our end and Security Deposit is to be submitted within 30 days from the date of issue of the Purchase Order.

8.0 Terms of Payment:

a) On delivery:

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

- (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. (Atleast within 7 days after payment)
- 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 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 and services in your bills.

9.0 Performance Guarantee:

Party should give guarantee for a minimum period of 12 months from the date of commissioning or 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

10.0 Warranty:

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

11.0 Prices:

All the rates stipulated in the Schedule of Prices shall be all-inclusive and firm throughout the relevant periods of contract as detailed in the said schedule including during periods of further extension if any.

The price indicated in the bid shall stand firm without any escalation on any account till this order is complete.

ely executed.

12.0 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 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 SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine percentages 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.

CORRIGENDUM

Following technical specification are amended:

Document/Title	Present	Changes in the clause
	Specification	Specification

Technical Specification	<p>Clause Number 1, Page Number 21</p> <p><u>Performance test of spirals:</u></p> <p>The performance of the spirals in the plant shall be evaluated based on quality and the recovery of Sillimanite + Kyanite in concentrate fraction. As per the present plant operation condition, the proposed spiral should be suitable to treat feed material of following specifications:</p> <p>Feed composition: Feed containing 65 ±5 % Sillimanite minimum. .</p> <p>Spiral products: Concentrate containing 75 ±5 % Sillimanite minimum</p> <p>Sillimanite Recovery in VHG Spirals: 75±5 % minimum</p> <p>Any reputed make spiral concentrator satisfying the PQ criteria and performance test are acceptable.</p> <p>During commissioning time, presence of Supplier's representative at site is required for the performance test.</p>	<p>Clause Number 1, Page Number 1</p> <p><u>Performance test of spirals:</u></p> <p>The performance of the spirals in the plant shall be evaluated based on quality and the recovery of Sillimanite + Kyanite in concentrate / product fraction. As per the present plant operation condition, the proposed spiral should be suitable to treat feed material of following specifications:</p> <p>Feed composition: Feed contains Sillimanite + Kyanite = 70-80%</p> <p>Spiral products: Concentrate / product contains Sillimanite + Kyanite = 90% minimum</p> <p>Recovery of Sillimanite + Kyanite in spirals: 50% minimum</p> <p>Any reputed make spiral concentrator satisfying the PQ criteria and performance are acceptable.</p> <p>During commissioning time, presence of supplier's representative at site is required for the performance test.</p>
	<p>Clause Number 1, Page Number 20, 2. b</p> <p>Re-pulpers - One number</p>	<p>Clause Number 1, Page Number 0,</p> <p>Following 2. b</p> <p>Re-pulpers - is not required</p>

Earlier Corrigendum uploaded on 13.09.2024 stands cancelled.

- 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:-

- 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 i 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 m

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](#)