

Bid Corrigendum

GEM/2023/B/4103749-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

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

1. Tenderer has to submit documentary proof of Supplying Flocculent / food grade settling compound for water treatment systems with satisfactory performance certificate from the user.
2. The bidder must submit the documents:
 - a. An authentication certificate issued by Indian Institute of Toxicology, Pune for proof of the item to be harmless for living organism.

Or

 - b. National sanitation & Food (NSF) certificate for the product.
3. MSDS of flocculent with detailed specifications is to be submitted along with the offer.
4. Before the date of opening of the technical bid, the tenderer has to supply sample of minimum 500 grams of flocculent material at free of cost, for testing at our Laboratory. Representative(s) from supplier may attend during the testing for settling performance of the flocculent at our Laboratory.

If the sample of flocculent is not received before opening technical bid, the party's bid cannot be considered.

Documents in support of PQ Criteria should be uploaded.

Pre-Qualification Criteria can be relaxed for MSEs and Startup companies subject to meeting quality and technical specification.

Offers from vendors defaulted to IREL (India) Limited, Manavalakurichi during last one year will not be considered

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) Undertaking provided in tender, duly filled and signed
 - (iv) Contact details with e-mail, Phone no. etc.
2. The rate quoted shall be FOR IREL (India) Limited, Manavalakurichi. The item offered shall be strictly as per the technical specification.
 3. Delivery: Staggered delivery is to be carried out in two packages each of 2500 kgs (Supply shall be done immediately after receipt of purchase order) and 2000 Kgs (Supply shall be done on the 3rd month from the first supply) on FOR Destination basis.
 4. Period of contract: The period of contract will be six months from the date of starting of supply.
 5. Shelf life: Shelf life for the supplied material shall be at least 6 months

6. **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

Rs.23,900/- (Rupees Twenty three thousand and nine hundred only)

- 6.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 6.2 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- 6.3 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 6.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.
- 6.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard.
- 6.6 EMD is liable to be forfeited if:
 - a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
 - b. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
 - c. In case bidder submits false/fabricated documents. d) In case bidder fails to submit SD as stipulated in the tender.
- 6.7 The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where an exemption is provided in the tender.
- 6.8 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2 or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 6.9 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

7. **SECURITY DEPOSIT (PERFORMANCE SECURITY) OR PERFORMANCE BANK GUARANTEE:**

- 7.1 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)

ation 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).

- 7.2 In exceptional cases waiver of SD shall be approved by Competent Authority after recording the reasons for such waiver.
- 7.3 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.
- In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.
- In case of JV, the BG towards performance security shall be provided by all the partners in proportion to their participation in the project.
- 7.4 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.
- 7.5 Purchase Department should immediately forward the SD to finance department for necessary action under intimation to EIC/ OIC.
- 7.6 In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.
- 7.7 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.
- 7.8 BG format for security deposit and performance guarantee is attached in Annexure-XI.
- 7.9 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.
- 7.10 Additional amount of SD due to enhancement in scope of work is also to be obtained.
- 7.11 A register for the receipt, refund, forfeiture of these deposits shall be maintained by the Purchase/Finance department.

8 Retention money:

Where in a contract, payment is made on progressive billing of work executed, 5% of the bill value shall be retained at the time of making payment towards rectification /defective work made as retention money.

The total SD and retention money together towards performance guarantee shall not exceed 10% of the contract value.

9 Refund of SD and Retention money:

Before releasing SD or retention money in respect of supplies/works, a "No Due Certificate" shall be issued by EIC/OIC duly counter signed by head of the department after ensuring that no amounts are recoverable from the supplier/contractor.

EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by contractor.

On receipt of "no dues certificate" from EIC/OIC, SD or retention money retained in the form of B.G and / or any form shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL (India) Limited under any other contract.

10 Forfeiture of SD & Retention Money

The SD & retention money shall stand forfeited in favour of IREL (India) Limited, without any further notice to the contractor in the following circumstances:

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/sub -contracting of any portion of the work without approval of IREL (India) Limited.

- 11 **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.

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.

12 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.

13 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 pre estimates 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.

- 14 In case of any discrepancy between Gem terms and conditions and Buyer added ATC, then buyer added ATC shall govern.

CORRIGENDUM

Physical properties mentioned in the Technical Specification may please be read as "The flocculent should be **anionic** type granular / power which easily disperse / dissolve in water." Instead of "The flocculent should be non ionic type granular / power which is easily disperse / dissolve in water"

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](#)