

Bid Corrigendum

GEM/2025/B/5908588-C5

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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Buyer Added text based ATC clauses

BIIDERS ARE REQUESTED TO GO THROUGH THE DETAILED TENDER DOCUMENT ALONG WITH TENDER ANNEXURES/POLICIES/FORMATS/INSTRUCTIONS/PQC/TERMS & CONDITIONS ETC. AS ENCLOSED IN BUYER ADDED BID SPECIFIC ATC (UPLOADED)

Interested bidders are required to send email to manab.borah@nrl.co.in to get the pre-bid meeting link before the pre-bid date & time which will be conducted in MS Team.

If any of the annexure is not downloaded properly, kindly send email to manab.borah@nrl.co.in.

Minutes of Meeting of Pre bid meeting

Meeting Title: PreBid Meeting-Gem Bid [GEM/2025/B/5908588]-PUR-MECHMNT-1009076-Supply of HCU Reactor Effluent Air Cooler (REAC) Tube Bundles (Alloy-825)

Start Time: 2/10/25, 3:55:45 PM

End Time: 2/10/25, 5:07:31 PM

Attendance:

1. Manab Borah, CM (NRL) (Organizer)
2. Raktim Das, CM (NRL)
3. Sarfrazullah Nawaz Sayed M(NRL)
4. Pawan Kr Midame (EIL)
5. PAT (M/s Patel Air Temp)
6. Saket (M/s Patel Air Temp)
7. Laxmikant & team (M/s Enginemates)

Key points:

- **Introduction of Participants:** Manab, Pawan, and Sarfrazullah introduced the meeting and requested participants to introduce themselves. Laxmikant and Akshay Pariskar from M/s Enginemates Heat Transfer, and Saket from M/s Patel Air Temp Limited, were among the attendees.
- **Vendor Participation:** It is confirmed that meeting links were sent to vendors and Engine Mates Heat Transfer & Patel's Attempt Limited joined. Tinita was expected but had not joined yet.
- **Drawing Conflicts:** Dilip Swami from M/s Patel Air Temp Limited raised a concern about conflicting dimensions in the drawings provided in the tender documents. It is clarified that the new design might have different dimensions due to updated requirements.
- **Mechanical Calculations:** Laxmikant from Enginemates Heat Transfer inquired about the need to reverify mechanical calculations. It is confirmed that the minimum thicknesses provided should be used as a reference, and calculations should be prepared accordingly.
- **Unloading Scope:** Laxmikant raised a concern about the scope of unloading bundles at the site. It was clarified that same will be detailed in subsequent corrigendum.
- **Vendor List for Material Sourcing:** Laxmikant asked if there was a specific vendor list for material sourcing. It was clarified that there is no specified vendor list, and suppliers should follow the testing requirements mentioned in the ITP.
- **Payment Terms:** Saket and Laxmikant requested changes to the payment terms, including adding a milestone for material ordering and increasing the initial payment percentage. It is explained that advance payments is very difficult as per NRL policy, but the request would be reviewed for milestone payment and if there is any amendment, same will be published in subsequent corrigendum.
- **Country of origin of Raw material:** Both the prospective bidder require clarification on country of origin of raw material procurement and it was clarified that if something is required as an additional terms, same will be published subsequently as a corrigendum.
- **Pre-Bid Queries and Extension:** Participants requested an extension for submitting pre-bid queries and the bid submission date. It was agreed to consider the request and asked participants to send their queries via email by 13-02-2025 and one corrigendum will be published subsequently covering all points received via email. It is requested for earliest submission of queries by prospective bidders via email considering the matter on priority.

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Corrigendum-3 : Response against bidder's query**Response against query raised by M/s Enginemates Heat Transfer Pvt. Ltd.****SL No: 1**

Sec No / Document Name: Tube Bundle Drawing

Document No./ Clause No.: C003-000-80-42-DS-3001/ Dimension

Description of clause: Please note that following are the dimension difference in the new design and the as build drawing of the existing tube bundle.

As per Existing Drawing:

1. Inlet Nozzle height from the C-frame bottom = 1039 mm
2. Inlet/Outlet Nozzle height = 331 mm.

As per New Design:

1. Inlet Nozzle height from the C-frame bottom = 1210 mm
2. Inlet/Outlet Nozzle height = 323 mm / 355 mm.

Bidder's query: We understand that, due to the change in the inlet nozzle height from the bottom of the C-frame, any necessary modifications to the piping of the existing cooler will be the responsibility of the client. Please confirm if this is accurate.

NRL Response: Bidder's understanding is in order

SL No:2

Sec No / Document Name: SCOPE OF WORK & SUPPLY FOR AIR COOLER BUNDLES

Document No./ Clause No.: C003-80-42-SS-6010 Rev. B / SCOPE OF WORK AND SUPPLY

Description of clause: All Air cooler Bundle supply (total bundles as specified), Transportation, loading & unloading of Tube bundles of Aircoolers at site & storage yard, mechanical design and engineering- including Air cooler structure design verification and ASME U code stamping.

Bidder's query: We would like to clarify that, in accordance with industry standards for revamp projects, the responsibility for loading and unloading the tube bundle typically rests with the client. This practice facilitates a more streamlined process and ensures that the client is actively engaged in the handling of critical components.

We remain dedicated to supporting you throughout this phase and will provide expert supervision during the commissioning process to ensure that all activities proceed smoothly and efficiently. Therefore, we kindly request that you exclude the loading and unloading tasks from the vendor's scope of work. Thank you for your understanding.

NRL Response: Bidder to refer Amendment-01 to MR-6010. Supervision at the time of unloading & initial inspection shall be provided by the vendor. No per diem charges billing shall be applicable for this visit.

SL No:3

Sec No / Document Name: TENDER DOCUMENT FOR AIR FIN COOLER TUBE-BUNDLES (ALLOY 825)

(Document No : C003-000-EA-MR-6010)

Document No./ Clause No.: C003-000-EA-MR-6010)

Description of clause: Raw material country of origin.

Bidder's query: Considering that this tender involves specialized metallurgy, we would like to seek clarification on whether there are any restrictions regarding the country of origin for the raw materials. Establishing clear guidelines in this regard is essential to ensure that all vendors are aligned and operating under the same parameters. This will not only promote fairness in the bidding process but also help maintain the integrity and quality standards required for the project. We appreciate your attention to this matter and look forward to your prompt response. Thank you.

NRL Response: MII (Make In India) policy is applicable in this tender.

SL No:4

Sec No / Document Name: C. AGREED TERMS AND CONDITIONS (ATC)

Document No./ Clause No.:

Payment Terms

Description of clause: **For Supply part:**

- i) 5% payment on approval of all drawings by NRL/EIL against submission of Advance Bank Guarantee (ABG) of equivalent amount valid till complete execution of Order plus three months claim period.
- ii) 15% payment after receipt of identified major raw materials (plates & tubes) at supplier's works and against certification by NRL/EIL and submission of Advance Bank Guarantee (ABG) of equivalent amount valid till complete execution

on of Order plus three months claim period.

- iii) 70% payment after receipt and acceptance of the tube bundles at NRL Numaligarh site. Billing Schedule to be furnished by the Supplier in case pro-rata payments are required.
- iv) 10% payment after receipt of final documents as required in PO and on submission of Warrantee Bank Guarantee (WBG) for 7% of total order value, valid till full guarantee period plus three months claim period.

For Service part:

100% payment based on actuals and against certification of measurement by E-I-C.

Bidder's query:

'We would like to bring to your attention that this tender involves specialized metallurgy, we believe that the payment structure will play a critical role in managing our cash flow effectively. To ensure that we can execute the project in a timely and efficient manner, we kindly request your consideration of the following proposed payment terms.

EMHT Proposed Payment terms will be as follows:

- 10% after code-2 approval of tube bundle drawing & QAP.
- 10% on submission of unpriced PO copy of identified major raw materials like plate, flange and pipe.
- 15% against identification of major raw materials like plate, flange and pipe at shop.
- 60% On Pro-rata basis.
- 5% On submission of PBG & final documentation.

NRL Response: The tender payment terms prevails and there is no change.

SL No:5

Sec No / Document Name: TENDER DOCUMENT FOR DESIGN & SUPPLY OF 207-E-109A/B/C/D/E/AS SEMFB/LGY/ H-REAC COMPLETE

Document No./ Clause No.: B294-000-EA-MR-6010 / 3.1.11.1 DELAYED DELIVERY / PRICE REDUCTION CLAUSE:

Description of clause: Should the seller fail to complete the order on or before the completion date specified in the order or any extension granted thereof in writing by CPCL, CPCL shall recover from the seller 1/2% (half percent) of the total order price per week of delay or part thereof subject to a maximum of 5% (five percent) shall be applied on the purchase order total value (excluding duties & taxes)"

Bidder's query: Price reduction from the seller should be 1/2% (half percent) of the undelivered portion per week of delay or part thereof subject to a maximum of 5% (five percent) shall be applied on the undelivered portion value (excluding duties & taxes)"

NRL Response: Delayed Delivery & Liquidated Damages is as per NRL tender.

Response against query raised by M/s M/s Patels Airtemp (India) Limited

SL No:6

Sec No / Document Name: C003-000-80-42-DS-3001 Rev. B & 1521-01-601

Description of clause: Tube Bundle dimensions

Bidder's query: As this is replacement job, kindly confirm which drawing shall be followed for bidding of this tender.

NRL Response: Bidder shall refer MDS :C003-000-80-42-DS-3001 Rev B for Tube bundle dimensions. Additionally, As built drawing has been included for reference. Vendor shall visit site to obtain actual interface dimensions. Refer Clause No. 6 of Job spec. C003-80-42-SP-6010 Rev. B.

SL No:7

Sec No / Document Name: C003-80-42-SP-6010 Rev. B

Document No./ Clause No.:4

Description of clause: Structure

Bidder's query: If structure modification is required, the structure shall be billed on per kg basis.

NRL Response: Bidder to follow requisition requirements

SL No:8

Sec No / Document Name: 1521-01-601

Description of clause: Bundle Weight

Bidder's query: Kindly share the single bundle weight of existing tube bundle.

NRL Response: Bidder to refer drawings attached with requisition

SL No:9

Description of clause: Vendor List

Bidder's query: Kindly share the vendor list of all the components like tube, plate, flanges, tube plug, gasket, and plug gasket.

NRL Response: Vendor shall source plates from reputed mills ensuring requirements of requisition and code are being fulfilled. For other bought out items : After Order, successful vendor can discuss with concerned EIL RPO. In case, AVL is not available for particular component, then PTR to be submitted for NRL/EIL review.

SL No:10

Sec No / Document Name: C003-6-81-0010 Rev. 1

Document No./ Clause No.: Note-3

Description of clause: Material Certification

Bidder's query: Pressure Parts materials will have EN-10204-3.2 certification & other material will have compliance certificate (EN-10204- 2.2 certification).

Kindly confirm our understanding.

NRL Response: Bidder's understanding is not correct and bidder to follow the MR.

SL No:11

Description of clause: Material Origin Restrictions

Bidder's query: Kindly share if there are any material origin restrictions for this tender.

NRL Response: MII (Make In India) policy is applicable in this tender.

SL No:12

Sec No / Document Name: C003-6-81-0010 Rev. 1

Document No./ Clause No.:2.5

Description of clause: Plug

Bidder's query: Kindly share what is ENP coating?

NRL Response: ENP stands for 'Electroless nickel plating'. Bidder to follow MR specifications.

SL No:13

Sec No / Document Name: C003-6-81-0010 Rev. 1

Document No./ Clause No.:3.4

Description of clause: IRIS

Bidder's query: Kindly share the procedure/specification for IRIS of finned tube.

NRL Response: Internal Rotary Inspection System (IRIS). Bidder to follow MR specifications.

SL No:14

Sec No / Document Name: 6-15-0071 Rev. 6

Document No./ Clause No.: 7.1.10.5

Description of clause: Nozzle Loads

Bidder's query: As per this clause we have considered 3 times the API 661 nozzle loads, kindly confirm our understanding.

NRL Response: Bidder to refer Note-3 of MDS :C003-000-80-42-DS-3001 Rev B, requirements are specified.

SL No:15

Sec No / Document Name: C003-80-42-SS-6010 Rev. B

Document No./ Clause No.:1

Description of clause: Loading and Un-loading at site

Bidder's query: Kindly confirm, if un-loading of tube bundles are in vendors scope?

NRL Response: Bidder to refer Amendment-01 to MR-6010. Supervision at the time of unloading & initial inspection shall be provided by the vendor. No per diem charges billing shall be applicable for this visit.

SL No:16

Sec No / Document Name: Agreed Terms and Conditions

Document No./ Clause No.:4

Description of clause: Payment terms for Supply

Bidder's query: i) 5% payment against approval of drawings in Code-2 by NRL/EIL against submission of Advance Bank Guarantee (ABG) of equivalent amount valid till complete execution of Order plus three months claim period.

ii) 10% payment against the placement of sub order for major raw materials (plates, tubes, forgings, plugs, etc.) against the submission of Advance Bank Guarantee (ABG) of equivalent amount.

iii) 15% payment after receipt of identified major raw materials (plates & tubes) at supplier's works and against certification by NRL/EIL and submission of Advance Bank Guarantee (ABG) of equivalent amount valid till complete execution of Order plus three months claim period.

iv) 60% payment after receipt and acceptance of the tube bundles at NRL Numaligarh site. Billing Schedule to be furnished by the Supplier in case pro-rata payments are required.

v) 10% payment after receipt of final documents as required in PO and on submission of Warrantee Bank Guarantee (WBG) for 7% of total order value, valid till full guarantee period plus three months claim period.

NRL Response: The tender payment terms prevails and there is no change.

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There is a technical amendment which is detailed in last 6 pages of the ATC document viz. TECHNICAL AMENDMENT NO. : 01 TO MR No. C003-000-EA-MR-6010 Rev B FOR AIR FIN COOLER (NI-CR ALLOY). Kindly refer to new ATC and submit signed amended ATC in every page as a token of acceptance.

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. If any 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 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. (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 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](#)