

Bid Corrigendum

GEM/2024/B/5757572-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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA

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

Technical:

1. Bidder should have carried out similar works of engagement of semi skilled persons in Public / Private Organizations in the last 7 years from the date of E-Tender starting and the same should be either of the following:
 - a. Three similar works each costing not less than ₹22,36,786/-
or
 - b. Two similar works each costing not less than ₹27,95,983/-
or
 - c. One similar work costing not less than ₹44,73,573/-

Note: The bidder shall submit the copy of the work order and work completion certificates for the works, from their customers to whom they have provided the manpower in the last 7 years.

Definition of similar work: Providing manpower to Industrial related Operation/ Electrical or Mechanical Maintenance works in Govt. / Private organizations.

2. The bidder must submit a proof of functional office established in districts of Kanyakumari / Tirunelveli / Thiruvananthapuram / Thoothukudi as on 31st March, 2024 to ensure smooth monitoring and execution of jobs on day to day basis as assigned by EIC.
3. Site Visit: Interested bidders must visit the site (on working days 9.00 AM to 5.00 PM) IREL (India) Limited, Manavalakurichi & discuss with user department to understand the scope of work before participating in the tender. They have to submit the site visit certificate issued to them along with offer, failing which their bid shall be considered unresponsive.

4. Financial:

Average annual financial turnover of the bidder during the financial year 2020-21, 2021-22 & 2022-23 should be of minimum ₹16,77,590/-. Copy of Profit & Loss account and Balance Sheet has to be sub

mitted. All document proofs for the above PQC must be notary approved.

N.B

- All the required documents as above, proof should be uploaded / submitted along with bid, without any further negotiation / correspondence from IREL.
- Minimum Service charge: Service charge of 6.43% (incl. GST) or above shall be quoted to cover the expenses towards transaction charges, uniform for persons engaged and supervisor for coordinating shift allocation. The bid quoted with less than 6.43% (incl. GST) service charge shall be considered invalid and unresponsive.

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 contracts 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 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 **₹94,779/- (Rupees Ninety four thousand seven hundred and seventy nine only)**
- 2.2 Tenderer shall remit EMD through RTGS/ NEFT infavour 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
- 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:

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

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/ TDC** 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:

- 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 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 abandonment of the supply/ work order.

4.0 PAYMENT TERMS

Payment will be made once in a month for the completed work on pro-rata basis, against the bill duly certified by Engineer-in-charge subject to deduction of tax at source and penalty if any, as applicable.

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 Co

de along with invoice. Payments are processed after submitting attendance and wages (or electronic) payment related to supplied manpower in the prescribed format in addition to proof of P.F payment.

5.0 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.

6.0 PERIOD OF CONTRACT

The contract will be for a period of One Year (including Sundays and holidays) from the date of commencement of work or till the completion of the quantity of total 6120 mandays, whichever is earlier.

The successful contractor shall commence the work in HUP within 21 days from the date of issue of work order which includes training period of six days (OR) as per instructions from EIC.

7.0 Penalty

The contractor shall commence the work within 21 days from the date of issue of work order. If the contractor fails to commence the work within 21 days from the date of issue of work order, a penalty of Rs 5000 per day will be imposed for each day's delay in commencement of the work.

The successful contractor shall have to engage sufficient persons to carry out the job as per scope of work. If the contractor fails to engage required persons in each shift, for more than one shift in a month, penalty of value Rs 500/- per person will be imposed for the number of persons absent for the number of shifts defaulted.

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

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

10.0 MSE bidders are to carefully indicate their MSE status while bidding. In case any mistake done by the bidder, evaluation and order shall be d

one as per GeM provisions only and IREL (India) Limited shall not be a nyway held responsible.

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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](#)