

Bid Corrigendum

GEM/2025/B/6055431-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 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

PRE-QUALIFICATION CRITERIA

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

1. The bidder shall be OEM/Authorized dealer/Distributor/Stockiest of the following makes.
 - a. Power build/ Elecon/ Shanthi/ SEW/ NORD/ Varvel/ Bonfiglioli/ IC BAUER/MGM Varvel.
In case of dealers/distributors, a valid authorization certificate/authorization letter from the OEM shall be submitted.
2. Experience of having successfully executed similar supply for the last 7 years from the date of publication of tender which should be either of the following:
 - (A) Tenderer should have executed three similar supply each costing not less than Rs.7,02,660/-
or
 - (B) Tenderer should have executed two similar supply each costing not less than Rs.8,78,324/-
or
 - (C) Tenderer should have executed one similar supply costing not less than Rs.14,05,318/-

Similar Supply means Supply of Geared motor of specified Make. The bidder shall submit documentary evidence towards supply executed like Copies of Purchase Order & Performance Certificate/Completion Certificate/Tax invoice. Authorised dealers can submit their principal documents for similar supply.

3. The average annual financial turnover of the bidder during last three years, ending 31st March 2024 should be Rs.5,27,000/- as per the annual report of the relevant period. Bidder has to submit copy of balance sheet / profit & loss account statement / turnover duly certified by **Statutory Auditor** / IT Return duly filled with IT department.
4. The bidder shall submit the detailed technical specification/catalogue of the items quoted for.

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 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.
- 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 Delivery Period**

Delivery shall be completed within **60** days from the date of issue of purchase order.
- 4.0 **Earnest Money Deposit (EMD)**
 - 4.1 Rs.29,774/- (Rupees Twenty-Nine Thousand Seven Hundred Seventy-Four Only).**
 - 4.2 Tenderer shall remit EMD through RTGS/ NEFT in favour of M/s IREL (India) Limited, Manavalakurichi.
 - 4.2. 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
 - 4.3. 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 from the date of opening of Techno-Commercial Bid.
 - 4.4. Offers without EMD or valid EMD exemption certificate shall not be considered.
 - 4.5. 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.
- 4.6. 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/ NSI C certificate along with commercial bid and to ensure that certificate pertains to the class of item/works for which floated.

4.7 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).

5.0 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 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.

6.0 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.** Interest @ 12% shall be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms.

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.

7.0 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.

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.

CORRIGENDUM

The technical specification is amended

TECHNICAL SPECIFICATION FOR PROCUREMENT OF BEVEL HELICAL GEARED MOTOR

In Tender		To be read as	
Sl. No	Description	Sl. No	Description
1.	<ul style="list-style-type: none">· Make of the motors shall be Crompton Greaves, ABB, Siemens, Kirloskar Electric, Bonfiglioli and BBL or the Make of the gearbox specified in the PQC· Warranty and Test Certificate shall be submitted at the time of supply.	1	<ul style="list-style-type: none">· Basic mounting position of the geared motor is M1 position.· Position of the brake hand release lever shall be at top of the motor.· Terminal box location in on top of the motor.· Make of the motors and gearbox shall be Crompton Greaves, ABB, Siemens, Kirloskar Electric, Bonfiglioli, BBL, Premium Transmission, Power build, Elecon, Shanthi Gears, SEW - Eurodrive, NORD Driver systems, IC BAUER, MGM Varvel.· Bidder required to submit authorized dealer/distributor certificate for motor and gearbox.· Warranty and Test Certificate shall be submitted at the time of supply.

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](#)