

## Bid Corrigendum

GEM/2025/B/6082048-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

#### Bidder should submit the below documents towards Pre-Qualification Criteria

1. Technical: Bidder should have successfully executed similar work of minimum value as below during last seven years ending on February 2025.
  - a. Tenderer should have executed three similar works costing not less than ₹ 10,91,496/-.

Or

  - b. Tenderer should have executed two similar works costing not less than ₹13,64,370/-.

Or

  - c. Tenderer should have executed one similar work costing not less than ₹21,82,992/-.

Similar work means "Engagement of Manpower in any Govt. / Private industry for operation / maintenance / product handling related work or collection, preparation of samples in Laboratory and associated work"

- 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 3 years.
2. Financial: Average annual financial turnover of the bidder during last 3 years ending 31/03/2024 should be of minimum ₹8,18,622/-. Copy of Profit & Loss account and Balance Sheet for the years 2020-21, 2021-22, 2023-24 has to be submitted. Documentary evidence towards the same has to be submitted.
3. The bidder must have functional office established in districts of Kanyakumari / Tirunelveli / Thiruvananthapuram / Thoothukudi as on 31<sup>st</sup> March, 2024 for reconditioning OR repairing of Air-conditioners etc and proper Co-ordination and manage

ment of the contract to ensure smooth monitoring and execution of jobs on day to day basis as assigned by EIC. Documentary proof for the same shall be enclosed.

**Note:**

1. In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.
2. Above pre-qualification criteria (except point no 2 (Financial)) can be relaxed for MSES & Startup companies subject to meeting Quality & Technical specification
3. Relaxation in prior turnover and prior experience shall be given to MSEs / Startups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.
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).
5. 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.

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**TERMS & CONDITIONS**

**1.0** Bidders have to upload the following along with the Bid

**(i) Documents towards pre qualification of tender failing which offers shall not be accepted.**

**(ii) Earnest Money Deposit**

(iii) Copy of GST, PAN , MSME Registration

(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 Period of Contract**

The period of contract will be for a period of 01(one) year from commencement. The work has to be commenced within 15 days of order or as required by the EIC / Area In-charge.

**4.0 Earnest Money Deposit (EMD)**

4.1 ₹46,250/- (Rupees Forty six thousand two hundred and fifty only)

4.2 Tenderer shall remit EMD through RTGS/ NEFT infavour of M/s IREL (India) Limited, Manavalakurichi.

4.3 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](mailto:purchase-mk@irel.co.in)

4.4 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.

4.5 Offers without EMD or valid EMD exemption certificate shall not be considered.

- 4.6 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.
- 4.7 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.

### **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 PENALTY**

The contractor has to supply minimum 01(one) person each in II and III shift, failing which a penalty of Rs.1000/- will be levied during normal operations day.

During plant maintenance / plant shut down period / any emergency situation the requirement of manpower is normally less and during this period the clause of minimum supply and penalty does not hold good, however the contractor has to supply manpower as per HOD /EIC / Area In-charge.

### **7.0 Payment Terms**

- a. Payment for the man days engaged will be released monthly basis after satisfactory completion of work against contractor's bill duly certified by EIC / Area In-charge, subject to deduction of tax at source as applicable.
- b. All payment will be done only through e-payment. Hence the contractor has to provide their name, Account number, Name of the bank, nature of account (Savings/Current/CC/OD), IFSC, Branch code and cancelled cheque along with invoice.
- c. All payments are subject to deduction of tax at source as applicable.
- d. 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.
- e. Our GSTIN33AAACI2799F1ZL and SAC code of service is to be mentioned in the bills.

### **8.0 Liquidated Damages**

Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the servi

ces 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 preestimates 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.

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

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

**11.0 MSE bidders are to carefully indicate their MSE status while bidding. In case any mistake done by the bidder, evaluation and order shall be done as per GeM provisions only and IREL (India) Limited shall not be anyway 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](#)