



आईआरईएल (इंडिया) लिमिटेड
IREL (India) Limited
 (Formerly Indian Rare Earths Limited)
 (भारत सरकार का उपक्रम)
 (A Government of India Undertaking)

CIN : U15100MH1950GOI008187 Website : www.irel.co.in



ISO 9001: 2015, ISO 14001: 2015 & ISO 45001 : 2018 Company

CORRIGENDUM: I

Dated-16/08/2025

Item/ Job Description	EOI for Engagement of EPCM agency for implementation of Integrated Cargo Management System at OSCOM.
CPPP Bid No.	2025_IREL_243769_1 dated: 04.08.2025

Following Changes are hereby made in the tender:

Sl. No.	Page No.	PQ Criteria—MSME relaxation
01.	Page 18, Clause: 2.3 Pre- Qualification Criteria	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;"><u>In place of</u></p> <p>1. Not Applicable</p> </div> <div style="width: 45%;"> <p style="text-align: center;"><u>To be Read as</u></p> <p>Turnover and Experience criteria is relaxed as per MSME order 2012. For MSE/ start-ups bidders, Turnover & past experience criteria as per PQ are relaxed. However, bidders have to establish their technical competency by submitting supporting documents towards successful execution of similar work for any value, failure to which the offer will not considered for evaluation.</p> </div> </div>

All other terms and conditions of the tender shall remain unchanged. Please visit us at <http://irel.co.in>, <https://eprocure.gov.in> and www.gem.gov.in for other details and further Corrigendum(s), if any.

Sd/DGM-Tech. (Purchase)

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पंजीकृत कार्यालय : प्लॉट नं. 1207, वीर सावरकर मार्ग, सिद्धि विनायक मंदिर के पास, प्रभादेवी, मुंबई - 400 028
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S.No	Clause No	Page	Clause	Query	Response	
1	Form-7	64	I am willing to work on the project and I will be available for entire duration of the project assignment, and will not engage myself in any other assignment during the currency of this assignment on the project.	<p>We understand that the Consultant's billing will be based on milestones and is not contingent upon the on-site deployment of personnel. Therefore, we respectfully request that the Competent Authority remove the clause requiring full-time resource dedication, as this would exceed the quoted price.</p> <p>We also request to allow the Consultant to work on a hybrid model and visit the site as needed, instead of full-time deployment at the site.</p> <p>Hence, we propose the clause be amended as follows: I am willing to work on the project and I will be available for entire duration of the project assignment, and will not engage myself in any other assignment during the currency of this assignment on the project. working on hybrid model available at site as needed instead of full time deployment at the site for entire duration of project assignment.</p>	As per EOI only	
2	Key Personnel	35	Key Personnel for Mechanical Engineering Works	<p>In view of the limited mechanical scope anticipated in the project, we respectfully request that the requirement for mechanical expertise be reconsidered.</p> <p>As most technology consulting firms do not typically possess this specialization, we suggest that qualifications in Civil, Instrumentation & Control, Electrical, or Electronics engineering would be more suitable, given the project's substantial technical requirements.</p> <p>Hence, we propose the clause be amended as follows: Key Personnel for Mechanical Engineering Works Mechanical / Civil / Instrumentation & Control / Electrical / Electronics Engineering with at least 4 Years of experience in any consulting firm</p>	As per EOI only.	
3	Article 3 Performance Bank Guarantee	90	3.1 Performance Bank Guarantee 3.1.1 The Agency shall, for the performance of its obligations hereunder, provide to IREL, within 15 (fifteen) days from issue of final acceptance certificate (FAC), an irrevocable and unconditional guarantee, for an amount equal to 10% of the Agreement Value, from any Scheduled Bank in the form set forth in Annexure-II (the "Performance Bank Guarantee").	<p>We respectfully request a modification to Clause 3.1.1 of the EOI. The current stipulation of a 15 days timeline for the submission of the performance security may be challenging to meet due to potential delays in the banking process, which can often extend beyond the standard timeframe.</p> <p>We request for an extension of this timeline to atleast 45 days from the date of FAC issuance. This adjustment will provide adequate time to complete the necessary banking formalities and to meet the contract timelines.</p> <p>Hence, we propose the clause be amended as follows: 3.1 Performance Bank Guarantee 3.1.1 The Agency shall, for the performance of its obligations hereunder, provide to IREL, within 15 (fifteen) 45 (Forty Five) days from issue of final acceptance certificate (FAC), an irrevocable and unconditional guarantee, for an amount equal to 10% of the Agreement Value, from any Scheduled Bank in the form set forth in Annexure-II (the "Performance Bank Guarantee").</p>	As per EOI only.	

4	Article 4 Payment Milestone	87		<p>The mentioned payment milestones are not viable and will leads to negative cashflow of the Consultant. We respectfully request the Competent Authority to revise the payment structure to ensure better cash flow alignment with actual effort and deliverables, especially during the design and tendering phases.</p> <p>Hence, we propose the clause be amended as follows:</p>	As per EOI only.	
5	Article 10 Breach of Terms, Suspension and Termination	93	<p>10.4.1 EPCM Agency Event of Default</p> <p>c. The EPCM Agency fails to ensure that completion of implementation of project, Integrated Cargo Management System is achieved within (18)months from the Commencement of implementation works at site by the EPC contractor.</p>	<p>Request for Amendment – Clause 10.4.1 EPCM Agency Event of Default</p> <p>10.4.1EPCM Agency Event of Default</p> <p>c. The EPCM Agency fails to ensure that completion of implementation of project, Integrated Cargo Management System is achieved within (18) (30) months from the Commencement of implementation works at site by the EPC contractor.</p>	As per EOI only.	
			<p>7.1 Liquidated Damages (LD) against delay</p> <p>7.1.1 If the EPCM Agency fails in meeting any Project Milestone related to the Design, layout and preparing specifications for the project, Integrated Cargo Management System project as mentioned in the EOI, then the EPCM Agency shall pay IREL liquidated damages of amount equivalent to zero point five percent (0.5%) of the allocated contract value(Basic amount without tax) for delay by each week or part thereof following the scheduled Project Milestone.</p> <p>7.1.2 In no event shall the EPCM Agency be required to pay more than ten percent (10%) of the allocated contract value as LD under this Clause.</p> <p>7.1.3 Subject to Clause 5.2.3, IREL reserves the right, in accordance with Clause 7.1.2, deduct the applicable Liquidated Damages to offset any unjustifiable expenses for which IREL has previously made payments, unless prior written approval has been obtained from IREL.</p> <p>7.1.4 The EPCM Agency shall not in any event be obligated to pay any Liquidated Damages under this Clause during any period for which a Project Milestone is delayed as a result of <u>any event of Force Maieure</u>.</p>	<p>We seek clarification on Clause 7.1 (Liquidated Damages against delay), considering the EPCM Agency’s limited role in onboarding contractors/system integrators and supervising their activities. The Agency does not execute physical works or control implementation timelines.</p> <p>Accordingly, we request confirmation that LDs under Clause 7.1.1 apply only to delays within the EPCM Agency’s scope—such as design, layout, and specifications—and not to execution delays caused by contractors or integrators. LDs for such delays should be levied on the responsible party.</p> <p>We further seek confirmation that the 10% LD cap under Clause 7.1.2 applies solely to the Agency’s deliverables; that Clause 7.1.3 will not be used to offset expenses arising from contractor or integrator non-performance; and that Clause 7.1.4 exempts the Agency from LDs for delays caused by external disruptions unless they directly affect its scope of work.</p>	As per EOI only.	
	Article 7		<p>7.2 Liability Period</p> <p>7.2.1 The Agency shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of 1 (one) year commencing from the date of issue of Final Acceptance Certificate. (the “Liability Period”).</p>	<p>As the EPCM Agency is not responsible for construction or system implementation, we request confirmation that the one-year liability period pertains only to defects in design or engineering documentation prepared by the EPCM Agency, and not to physical defects in the project works</p>	As per EOI only.	

6	Penalties & Damages	90	<p>7.3 Liability for Failure of Engineering</p> <p>7.3.1 The agency must guarantee that the work executed within their scope is free from defects and suitable for its intended purposes. Should any fault, error, or omission arise in connection with the technical studies or engineering tasks, within the Liability Period, for reasons attributable to the agency within the scope of their Work, the agency shall furnish corrective technical studies/engineering as may be required without any additional cost to IREL immediately but not later than 30 days from the date of notice of such fault, error, or omission by the client to the agency.</p> <p>7.3.2 Furthermore, any consequential modifications, repairs, or replacements of structures or equipment necessitated by these faults, errors, or omissions shall be the responsibility of the agency.</p> <p>The total cost and fee for such modifications, repairs, or replacements shall be limited to 3% (Three percent) of the total fees, to be borne by the agency.</p> <p>7.4 Notwithstanding anything stating herein, the EPCM Agency's total cumulative liability on all accounts including liability due to delay as per Clause 7.1 and liability for engineering guarantee as per Clause 7.3 shall be limited to 10% (Ten Percent) of the total fee received by EPCM Agency.</p>	<p>We seek clarification on Clauses 7.3 and 7.4, given the EPCM Agency's limited scope in technical studies, engineering documentation, and supervision, excluding physical execution and equipment supply.</p> <p>Please confirm that liability under Clause 7.3.1 is restricted to faults in the Agency's engineering deliverables, not issues from contractor or integrator execution, and that the 3% cap under Clause 7.3.2 applies only to corrective design work—not physical repairs or replacements.</p> <p>Additionally, confirm that the 10% cumulative liability cap under Clause 7.4 covers all liabilities under Clauses 7.1 and 7.3, excluding those arising from contractor or integrator performance.</p>	As per EOI only.	
7	4.5.3 Key Personnel - Marks	35	Key Personnel Marks	<p>In the experience section for Key Personnel, several requirements listed—such as Industrial digital/Operation Transformation, Transformation in Manufacturing—are not relevant to the project. We respectfully request that the Competent Authority revise the requirement to focus on "activities mentioned in similar projects."</p>	As per EOI only.	
8	5.9 Substitution of Key Personnel	40	<p>Without prejudice to the foregoing, substitution of the Key Personnel shall not be allowed, however if permitted by IREL under exceptional circumstances, each substitution will incur a payment reduction equal to 0.1% (Zero point one per cent) of the total Agreement Value.</p> <p>5.9.5 The Agency should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the bidder or termination of the Agreement.</p>	<p>It is important to note that the Government of India strictly prohibits forced labor. No employee can be compelled to continue employment against their will.</p> <p>We request IREL to consider substitutions under exceptional circumstances and with valid justification.</p>	As p[er Eol only.	

9	Article 1 Duration of Agreement	89	<p>1.1 This Agreement shall take effect from the Effective Date of the Agreement and shall remain in force for a total period of 30 months of which initial 5 months would be for design, drawing, layout, pertaining to work packages as mentioned in the scope of work. Following this, the party has to prepare final terms of Reference, BOQ and technical criteria after acceptance by IREL for Selection of Contractor to undertake the implementation work and submission of final DPR in next 2 months. Based on outcome of the DPR, the party shall finalize the tender for individual packages (5 nos.) in the next 5 months. The subsequent 18months are dedicated to executing all works and successfully commissioning all work packages. However, the time taken by IREL for providing approvals on deliverables shall not be considered as part of the duration of the agreement. In case of any delay on account of obtaining statutory clearances for the project, which results in delay of commencement of construction work by the contractor, the duration of agreement shall be extended suitably.</p> <p>1.2 IREL reserves the right to exercise "reserve powers" to manage and direct the project,</p>	<p>Any significant delays from either party can impact project delivery.</p> <p>To ensure project timelines are met, we request that the time taken by IREL for approvals to be considered within the overall project duration.</p>	As per EOI only,	
10	Article 17 Obligations of the Agency	104	Suitable areas will be allocated by IREL to the Agency to build, at his expense, temporary stores for storing his equipment, materials, etc. and if required, also to build his temporary site office. The Agency will be solely responsible for watching and guarding of his store's office, materials, equipment etc.	As the EPCM Consultant will have limited on-site resources for design and monitoring, we request the provision of office space at your IREL premises to optimize work efficiency.	As per EOI only.	
11	Appendix 3 POWER OF ATTORNEY FOR SIGNING OF BID	50	Appendix 3 POWER OF ATTORNEY FOR SIGNING OF BID	Kindly accept a board resolution in place of a Power of Attorney in case director of the company is the authorized signatory of the bidder.	As per Eoi only.	
12	Brief Scope of Work & Services	13	The agency's broad scope of work encompasses the design and implementation of an RFID system for real-time vehicle tracking, the introduction of an advanced traffic management system, and the development of an RFID-based personnel tracking system for drivers and helpers within the premises. Furthermore, the agency is tasked with designing a Direct Truck Loading System for loose products and optimizing the barcoding process for bagged products, all while ensuring that all loading operations (both for bagged and bulk products) occur outside the warehouse to uphold inventory confidentiality.	We understand that the Consultant's scope is limited to design, tender services, project management consultancy, and sign-off, while the actual implementation falls under the responsibility of the "Prospective Contractor." Please confirm.	As per Eoi only.	

a) M/s. Lunar Edge IT Services Pvt Ltd., Jaipur						
1				1. Will the EPCM agency be required to integrate new RFID, CCTV, barcoding, and truck loading solutions with existing legacy systems, and if yes, will IREL provide detailed current system architecture before bid submission?	Yes, the successful EPCM agency will be responsible for integrating RFID, CCTV, barcoding, and truck loading with existing legacy systems. . Party may visit the site to facilitate better understanding of the existing system and the proposed scope described in the package documents. Please propose your preferred dates and times to coordinate with our team.	
2				Will provisional registration on the GeM portal be acceptable at bid submission, or must bidders have a fully approved GeM registration under “Hiring of consultant” before submission	1. Provisional registration on GeM under “Hiring of consultant” is acceptable at the time of bid submission. However, bidder should ensure complete registration before price bid submission.	
3				Will startups or MSMEs be granted exemptions from the turnover and minimum years of experience requirements?	MSME/start-up exemption towards PQ criteria is as per MSE order 2012 and applicable rule in vogue. However bidder should executed the similar work of any value- corrigendum is published	
Ms. BIGFOOT PMC, Rajasthan						
1				1. Liaisoning Work & Statutory Approvals is generally on client scope please define.	whatever scope mentioned the tender is bidders’ obligation	
2				1. In EOI Tender Exemption for turnover is not mentioned or any kind of relaxation, we recommend to have that point clarified for us to determine whether we qualify or not as technically we do but turnover part only is a problem.	Turnover exemption towards PQ criteria is as per MSME policy 2012. corrigendum is published	
3				In EOI Tender document it is mentioned Site Office such as (Portable Cabin) is in our scope of work generally it is in client scope of work, to let know what is the exact scope of work as cost for portable cabin is generally on higher side and that we have not considered in the estimate earlier provided	As per Eoi only.	