

Bid Corrigendum

GEM/2025/B/6218864-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

Bidder should submit the below documents towards Pre-Qualification Criteria

1. The bidder shall be an Original Equipment Manufacturer (OEM) of Sweeping Machine or their Authorized dealer. Authorized dealers/ agents are required to submit authorization letter from OEM.
2. OEM/Authorized Dealer of Sweeping Machine should have supplied at least one no. of similar item to any Public/Private Industry during last three years ending April 2025.
3. Bidder shall submit copies of Purchase/Work orders for "diesel operated ride-on sweeper machine" supplied by them with reputed parties during the last three years.
 - a) Three orders each costing not less than ₹18,14,000/- (incl. GST)
 - (or)
 - b) Two orders each costing not less than ₹22,67,500/- (incl. GST)
 - (or)
 - c) One order each costing not less than ₹36,28,000/-(incl. GST)
4. In proof of the above, the following documents are to be submitted along with offer.
 - a. Purchase order copy of similar supply in the name of OEM or authorized bidder.
 - b. Satisfactory performance certificate / work completion certificate from the client.

Definition of 'Similar Supply': Supply of 'Diesel operated Heavy Duty Ride-on Sweeper Machine' with min. rated power of 47HP and Sweeping Area performance with one side broom of 19,000-20,000 m²/hr @10-11 km/hr.

5. Average annual turnover of the tenderer during the last 3 years, ending 31st March, 2024 should be ₹13,60,500/- (incl. GST) (Documentary proof of the above should be enclosed). The tenderer shall submit co

py of P & L account / IT return / turnover certificate for the last three years.

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 Earnest Money Deposit (EMD)

3.1 ₹76,864/- (Rupees Seventy six thousand eight hundred and sixty four only)

3.2 Tenderer shall remit EMD through RTGS/ NEFT in favour of M/s IREL (India) Limited, Manavalakurichi.

3.3 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

3.4 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.

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

3.6 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.

3.7 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.

4.0 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.

5.0 Pre-delivery inspection and testing:

Supplier shall arrange for a pre-delivery inspection of the equipment at their works before dispatch. On receipt of intimation from the supplier about their readiness, IREL shall carry out the pre-delivery inspection at Supplier's place and conduct test work and issue clearance for dispatch. However the final inspection on receipt of the equipment at IREL MK shall be the basis of acceptance of the equipment by IREL.

6.0 Installation and Commissioning:

Successful bidder has to do installation, commissioning and demonstration of the equipment at our MK plant and necessary on site support and training to be given to the operators for the safe operation of machine.

7.0 Payment terms:

90% payment along with 100% taxes and duties shall be made towards supply against tax invoice within 30 days of receipt & acceptance of the equipment at IREL (India) Limited, Manavalakurichi Stores.

Balance 10% shall be paid 12 month after successful operation of the equipment or 18 months from date of supply whichever is earlier.

Alternatively, the balance 10% will be paid on submission of Performance Bank Guarantee (PBG) by the Supplier for 12 months from the date commissioning OR 18 months from the date of supply whichever is earlier. The PBG should have an additional claim period of 3 months.

Security deposit will be released on receipt & acceptance of the equipment at IREL (India) Limited, MK Stores. The party has to quote term of price FOR MK unit, Manavalakurichi, Kanyakumari District, TamilNadu.

All the payments are subject to deduction of tax at source as applicable.

Payment will be done within 30 days after submitting the proper bill.

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 Code along with invoice.

8.0 Time period of supply:

The delivery schedule shall be 60 days from the date of acceptance of the P.O.

9.0 Warranty:

The materials/equipment and all accessories supplied shall be warranted against any defective material, malfunctioning or poor workmanship for a minimum period of 12 months from the date of commissioning/ installation or 18 months from the date of acceptance of supply, whichever is earlier.

11.0 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 CO

NTRACT 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.

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

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

14.0 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.

CORRIGENDUM

Ref: Tender No: GEM/2025/B/6218864 dated 10.05.2025

With reference to the above tender, the following changes in the tender documents is made:

Document Present Proposed

Tender Documents Under Performance guarantee Clause No.24.2.2

If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to the PURCHASER.

Under Performance guarantee Clause No.24.2.2

If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to the PURCHASER.

In case of any breakdown of the equipment during warranty period, the SELLER shall arrange their maintenance personnel with necessary tools and spares to reach IREL site to attend and rectify the same within 72 hours from the time of complaint call/ email by IREL. Further, in case of any failure to do so, penalty @ Rs 2000/- per day will be applicable.

All other terms and conditions remain unchanged.

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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](#)