

## Bid Corrigendum

GEM/2026/B/7301751-C3

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:

1. Bidder has to submit documentary proof of owning / hiring / leasing of wheel loader having bucket capacity of not less than 3.0 m<sup>3</sup> & year of manufacture not earlier than 01.01.2022.
2. The bidder shall submit copies of documentary proof of execution of similar works during last 7 years ending 31.03.2025 and the same should be either of the following:
  - a. Three similar completed works each costing not less than ₹39,78,110/- OR
  - b. Two similar completed works each costing not less than ₹49,72,638/- OR
  - c. One similar completed work costing not less than ₹79,55,221/-

Definition of Similar work: Providing of wheel loaders of bucket capacity not less than 1.5 m<sup>3</sup> on chargeable basis for carrying out of loading & transportation/ Loading/ Stevedoring of beach sand / Gravel/ Boulder / construction materials / river sand/ Morrum (red earth)/quarry sand/any other minerals.

Tenderer should submit copies of the work orders executed along with work completion certificates in support of compliance to the above criteria.

3. Bidder has to submit filled technical questionnaire as per format in Appendix-A
4. The bidder must submit proof of having functional office established in States of Tamil Nadu/ Kerala as on 28th February, 2026 to ensure smooth monitoring and execution of jobs on day to day basis as assigned by EIC.
5. Average annual financial turn over during the last 3 years, ending 31.03.2025 should be ₹29,83,583/- (Documentary proof for meeting PQC should be enclosed). The bidder shall submit documentary proof of P & L account for the last three years ending 31.03.2025.

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 ₹1,68,564/- (Rupees One lakh sixty eight thousand five hundred and sixty four 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 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.

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 Nationalized 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 on abandonment of the supply/ work order.

#### 4.0 Period of contract:

The successful contractor shall mobilize the work so as to commence the work within 14 days from the date of issue of Work order. The period of contract will be twelve months from the date of starting of work or 3,300 operating hours whichever is earlier.

#### 5.0 Payment Terms:

a. Payment shall be made on the basis of the loader operating hours. The contractor shall submit the bills on a monthly basis to the Engineer-In charge. Payment will be made within 30 days on the basis of hours of operation recorded and certified by the Engineer-in- charge and accepted by the contractor. No payment shall be claimed nor will any payment be made for idle hours. All payments are subject to deduction of tax at source as applicable.

b. GST Law mandates Tax Deduction at Source (TDS) vide Section 51 of the GST/SGST Act 2017, Section 20 of the IGST Act, 2017 and Section 21 of the UTGST Act, 2017.

c. Please mention IREL (India) Limited GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.

d. All payments shall be done only through E-payment. Hence successful bidder has to provide Company name, Account number, Name of the bank.

#### 6.0 Penalty:

In case the contractor fails to commence the work by mobilizing the equipment within 14 days of issue of work order, the contractor shall be liable to pay penalty at the hiring rate for an estimated daily average of 9 hours per day for each day's delay in commencing the work.

During the contract period, in case of breakdown of the loader, the contractor shall have liberty to deploy any loader of similar capacity as per tender condition during the breakdown period.

In case the contractor fails to provide the Loader for operation due to breakdown of the Loader/absence of operator or any other reasons for more than 24 hours, he shall be liable to pay penalty as below:

For each day's delay, beyond 24 hours from the time of non availability of the loader, Penalty per each day will be charged at the hiring rates.

Hours of penalty per day = Average operated hours per day till the previous month.

Penalty per day = Hours of penalty per day calculated as above x hiring rate per hour

(Or)

In the event of failure to deploy a loader of similar capacity during breakdown, the contractor shall deploy a loader of varying capacity, with the approval of the Engineer-In-charge, for which he shall be liable to pay penalty as below:

For a loader of 'X' m3 bucket capacity, penalty will be charged as,

Penalty per day = Hours of operation on that day x Hiring rate per hour x ((3-X)/3)

If the contractor fails to provide the loader for a consecutive period of 15 days, the work order shall be cancelled at the risk and cost of the contractor.

If the total breakdown hours in a month are more than 24 hours, penalty is applicable proportionately at the hiring (W.O) rate.

#### 7.0 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.

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 done as per GeM provisions only and IREL (India) Limited shall not be anyway held responsible.

#### CORRIGENDUM

Description Existing To be read as

Estimated Value ₹84,28,200/- ₹99,45,276/- (incl. GST)

All other Terms & 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. 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.
16. 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.
17. 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.

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\*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](#)