

Bid Corrigendum

GEM/2026/B/7838351-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. Buyer Added text based ATC clauses

Excavator specification anywhere in the NIT shall be read as

Minimum required specification of the excavator:

1. Type of excavator : Crawler type
2. Operating weight : 20000 kg.
3. Bucket capacity : 1.20 m3 with 5 tooth points
4. Boom length : 5650 mm
5. Arm length : 1900 mm
6. Digging reach : 8900 mm
7. Digging depth : 5300 mm
8. Cutting height : 8500 mm
9. Dumping height : 6200 mm
10. Swing radius : 3600 mm

However, the general requirement is of series 200 and above series of excavators against subject requirement.

Also, as per the actual site requirements and past experience, for smooth and continual operation at work site, the offered excavator should not be older than 8 years on the date of bid opening.

SPLITTING OF CONTRACT:

The contract will be split/divided between two parties in the ration of 60:40, who will be techno- commercially suitable and qualified as per NIT. The lowest (L1) bidder will be given 60% of the total NIT quantity and the next lowest bidder (L2) will be considered for rest 40% NIT quantity, subject to matching/acceptance of lowest (L1) rates of NIT.

However, if such L2 bidder does not match the lowest (L1) rates of the NIT, then the same will be offered to other bidders in sequence of L3, L4, L5 and on till H1 bidder to match the lowest (L1) price of NIT. If in case, no bidder agrees to match the lowest (L1) rates of NIT, only 60% NIT quantity will be awarded to lowest (L1) bidder and the remaining 40% shall be deferred.

Note:- Grievances during Tendering Process:

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID :

GC-TROM-CC@rcfltd.com. The review application against subject tender can only be submitted by bidder who have applied against tender.

LIQUIDATED DAMAGE (LD)

Sum equivalent to 0.5 (half) per cent of the contract value of the delayed Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% (or any other percentage if prescribed in the contract) of the total contract value. In case of inordinate delay this maximum deduction of LD shall be 10% of the executed value of the contract.

Inordinate Delays: - Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays.

However, in the event of any changes to the LD clause in the GeM General Terms and Conditions (GTC), the prevailing GeM Clause shall apply and be explicitly stated in the GeM bid document.

“Both Seller and Purchaser agree that the above percentages of LD 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.”

Security Deposit SD/ Performance guarantee:

On acceptance of the Tender by RCF, for due and faithful fulfillment of the contract & notification of the award, the Successful Tenderer shall have to pay 5% of basic contract value either in the form of bank guarantee as per RCF's format or through RTGS/NEFT towards faithful performance of the contract within a period of **14(Fourteen) days after** issue of Work Order.

The same will be converted into performance guarantee by extending the validity of above BG covering the guarantee period.

Bank guarantee shall be valid for the period of **14 months (12 months WO validity + 60 days claim period) , from the date of work order placement.**

BG should be on Rs 500/- non-judicial stamp paper in RCF format from RCF approved Bankers.

Note:

1. In case of non-submission of SD/Bank Guarantee as mentioned above, SD amount will be deducted from running bills of the contractor
2. SD/PBG shall be released after the completion of all contractual obligation the bidder, including warranty obligation; if any.

PAYMENT TERMS

After successful completion of job, 100% payment shall be released on the 30th day from the date of submission of invoice to Contract Cell dept. along with all necessary documents.

In case of any discrepancy in the invoice, vendor has to resubmit the corrected invoice to Contract Cell Dept and 100% payment shall be released on 30th day from the date of resubmission of corrected invoice to Contract Cell Dept.

Penalty Clause: As per scope of work of NIT.

2. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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](#)