

Bid Corrigendum

GEM/2023/B/3707186-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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
5. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
6. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST :
12
%
Notification No.and date :
08/2022
dated
13/07/2022
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
OIL INDIA LIMITED
payable at
JODHPUR
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
8. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

OIL INDIA LIMITED

Account No.

10827354741

IFSC Code

SBIN0000659

Bank Name

Bank Name State Bank of India

Branch address

High Court Branch, Jodhpur

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

9. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

OIL INDIA LIMITED

payable at

JODHPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

11. Buyer Added text based ATC clauses

AMENDMENT No. 1 DATED 10.08.2023

-

-

This Amendment against GeM Bid Number: GEM/2023/B/3707186 Dated: 27-07-2023 for Procurement of Pipe Fittings

-

-

1. This Amendment is issued to notify the following changes in the tender document:

SI No.	Clause No.	Original Clause	Amended Clause
1.	Clause No. 2.0 of Special Notes (Technical) under file name "Buyer Added Bid Specific ATC"	Bidder must be in possession of API-5L thread Gauge. Document in support of the same will be required.	Manufacturing should be as per API-5L thread gauge
2	Point No. 7 of Special Notes (Technical) under file name "Buyer Added Bid Specific ATC"	7) MSE BIDDERS: Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-D	7) MSE BIDDERS: Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CGDLE-

LE-16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

OR

Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

16062021-227649 dated 16th June, 2021 issued by Ministry of MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

2. Following Points are included for **THIRD PARTY INSPECTION OF THE MATERIALS:**

THIRD PARTY INSPECTION OF THE MATERIALS:	Bidder's Comments / Remarks
1) Bidder to quote all inclusive cost (except TPI charges) as FOR/DDP Hamira Stores, Jaisalmer, Rajasthan including all cost towards loading, freight upto destination, insurance, I&C, GST etc. However, unloading at site will be done by OIL at its own cost.	
<p>2) THIRD PARTY INSPECTION OF THE MATERIALS:</p> <p>The materials shall be inspected by any of OIL's approved third party inspection agency. covering the following aspects as per (API 5L: Specification for line pipe)</p> <ul style="list-style-type: none"> -Manufacturing and metallurgy - Inspection and Testing - ND testing - Dimensions - Hydro test <p>All these scope of inspection to be included in the QAP / ITP (quality assurance plan or inspection test plan) which is to be submitted by the manufacturer within 15 days of receipt of order to be approved by OIL.</p>	

a) All material shall be subjected to pre-dispatch inspection at Supplier / Manufacturer's premises by OIL Approved TPI Agency.	
b) The TPI shall be carried out in accordance with the approved QAP.	
c) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work and Approved QAP. ALL COST TOWARDS THE ENGAGEMENT OF THIRD PARTY INSPECTION AGENCY SHALL BE BORNE BY OIL. BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection	
d) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.	
e) Supplier shall convey to OIL the production schedule within 10(Ten) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/ manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.	
f) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.	
g) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.	
h) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.	
i) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.	
j) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.	
k) Notwithstanding clauses contained herein above, in the event the materials un	

der inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.	
I) The details of Third party inspection agency shall be provided after placement of Purchase order.	

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments, if any) will remain unchanged.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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](#)