

Bid Corrigendum

GEM/2022/B/2723149-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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address OIL INDIA LIMITED INDUSTRIAL AREA DULIAJAN - 786602 DISTRICT: DIBRUGARH (ASSAM) .
3. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
5. Buyer Added text based ATC clauses

1.0 Bidders are required to take a note of all the terms and conditions and attachments of this GeM tender while bidding.

2.0 The AMC contract which shall be an offline contract to be handled by buyer will be governed by by Annexure-IV (General Conditions of Service Contract). Bidders must note while submitting their offers. Annexure-IV is available in the link provided under buyer added bid specific ATC. Please take a note of the AMC Clauses involved in this tender.

Note: Bidder shall confirm in the bid that in the event of placement of Purchase Order on them via GeM portal, they will have a registered office in Guwahati or in North-Eastern India (since it will help to facilitate easier transactions of men as well as materials during warranty and AMC periods) and will undertake the Annual Maintenance Contract (AMC) of the UVSS installed.

3.0 Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products **for one (01) no. of qty.**, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Note: Since the tendered qty. is one (01) no.; hence, this past performance clause highlighted in yellow will supersede the past performance clause written elsewhere.

4.0 Bidder's quoted price shall be on F.O.R. Duliajan Basis that shall be inclusive of all taxes and duties, freight, transit insurance, installation & commissioning of the items and training of the security personnel deployed at Oil India Limited, Duliajan.

5.0 Transportation, lodging & fooding of the personnel required for installation and commissioning of the item and training of the CISF personnel deployed at Oil India Limited, Duliajan shall be borne by the supplier.

6.0 The items shall be treated as accepted only after successful installation & commissioning of the item.

7.0 Bid Security / EMD is not required for this tender. However, filling up of Bid Securing Declaration Form is mandatory for this tender. Please refer to the relevant Proforma attached with this tender document.

8.0 NET WORTH: The Net Worth of the bidder must be positive for the financial / accounting year preceding the Original Bid Closing Date of the tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

9.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that "As on the Original Bid Closing Date, the balance sheet/Financial Statements for the financial year has not been audited".

Note: (i) The Certificate regarding Annual Turnover and Net Worth issued by the Chartered Accountant / Cost Accountant should be with Membership Number and Firm Registration Number & UDIN No.

(ii) In case the bidder is a Central Govt. Organization / PSU / State Govt. Organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

10.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent / ultimate parent / holding company, then following documents need to be submitted:

i) Turnover of the parent / ultimate parent / holding company should be inline with requirement.

ii) Net Worth of the parent / ultimate parent / holding company should be positive in line with the requirement.

iii) Corporate Guarantee (as per PROFORMA-3) on parent / ultimate parent / holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project / job in case the same is awarded to them.

iv) Document of subsidiary company being 100% owned subsidiary of the parent / ultimate parent / holding company.

Note: Please refer to the relevant Proformas attached with this tender document in this regard.

11.0 The bidder shall confirm in their bid that in the event of placement of Purchase Order via GeM portal to them, they will undertake training of the security personnel [hailing from Central Industrial Security Force (CISF) deployed for the security of installations of Oil India Limited] in respect of its UVSS operations, maintenance, do's and don't's etc. till the time of satisfaction of CISF authority deployed in Oil India Limited, Duliajan.

12.0 Proven Track Record: The OEM or through its authorized dealer should have supplied similar product in any Government Office / Airport / Defence / Police / Oil and Gas Industries / Hydrocarbon Industries / Petrochemical / Fertilizers / Power Plants / Steel Plant / Reputed Private Listed Companies. Document of job completion / supply, commissioning & installation of the UVSS system & APLR's along with Satisfactory Performance Certificate issued by the client (any of the above mentioned clients in India) on client's letter-head (this letter head shall contain the Contact No., Email ID and complete address of the End User) for continuous trouble-free operation for the entire system for minimum five (05) years reckoned from the

Original Bid Closing Date of this tender, is required to be submitted along with the bid. to be submitted. Offers not complying with this clause shall be liable for rejection.

13.0 OEM Service Centre / Residential Service Engineer in North-Eastern India: OEM should have their own service centre or at least one residential service engineer on their payroll anywhere in North-Eastern India. Company appointed third party service centres will not be accepted. Name, mobile no., official email ID of the engineers employed for the quoted item in North-Eastern India should be shared. Bidder to submit this information along with their offer, failing which, their offer shall be liable for rejection.

14.0 Bidders are requested to visit the GeM portal regularly for any addenda, corrigenda uploaded w.r.t. this tender. No separate intimation shall be sent to the bidders.

6. 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.
7. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
8. 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.
9. Buyer uploaded ATC document [Click here to view the file.](#)
10. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
11. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
12. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
13. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
14. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary

information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

15. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
16. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
17. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
18. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
19. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
20.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
21. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: All accessories required for successful installation & commissioning of the item..
22. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
23. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
24. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand

names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)