

### Bid Corrigendum

GEM/2022/B/2588924-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 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.
3. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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 %.
5. 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.
6. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
7. 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.
8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9. 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
10.
  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.

11. **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.
12. 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.
13. 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.
14. Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 135 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
15. Scope of supply (Bid price to include all cost components) : Only supply of Goods
16. 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.
17. 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.
18. 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.
19. Warranty period of the supplied products shall be 2 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.
20. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.
21. 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. 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](#)



**CORRIGENDUM**

**Amendment No.1 Dated: 29.09.2022**

**to**

**Tender Number: GEM/2022/B/2588924 Dated: 28-09-2022**

- 1) This Amendment is issued to amend the specification of the tendered item as under in-lieu of existing:

**SPECIFICATION OF THE TENDERED ITEM (S)**

**(Ref: OIL Material Code: 03126517)**

| Item No. | Material Description  |
|----------|---|
| 10       | <p><b><u>EXTRA HIGH PRESSURE RUBBER HOSE</u></b></p> <p>Hose, rubber, connecting,<br/>Working Pressure: 10,000 PSI<br/>Length: 15 Meters,<br/>O.D.: 5/8" (+ 1/16" tolerance),<br/>I.D.: 1/4"<br/>Connections: 1/4" NPT Male / Pin at both ends (without any kind of Swivel)</p> |

**Unit of Measure: Number (No)**

- 2) The specification indicated against the following items in this tender shall be treated as “deleted”. Bidder is advised to submit quotation only for **“EXTRA HIGH PRESSURE RUBBER HOSE (Ref: OIL Material Code: 03126517)”**.



**SPECIFICATION OF THE TENDERED ITEM (S)**  
(Ref: OIL Material Code: 01065432)

| Item No. | Material Description   |
|----------|--|
| 10       | <p><b><u>SOLID BODY CASING CENTRALIZERS</u></b></p> <p>Slip-on solid steel body spiral vane Casing Centralizers complete with 2 each slip-on stop collars with set screws as per following specification:</p> <p>Casing Size: 7 " OD<br/>Blade/ vane size: 8.1/4 "(approx)<br/>Hole Size: 8.1/2 "</p> <p><b><u>Note:</u></b></p> <p>1) The supply of Casing Centralizers shall include suitable Allen keys for set screws in the slip-on stop collars 5 each per item (for 10 items)</p> <p>50% with RH spirals &amp; 50% with LH spirals.</p> |

Unit of



**SPECIFICATION OF THE TENDERED ITEM (S)**  
**(Ref: OIL Material Code: 52269993)**

| Item No. | Material Description  |
|----------|---|
| 10       | Tube less tyre 315/80 R 22.5 H, Front for Well Logging Truck, OIL 5515 & OIL 5516.<br>Recommended Manufacturers/Brands:<br>APPOLO, MRF, JK TYRE, MICHELIN, C, TAL,<br>BIRLA TYRES, BRIDGESTONE, TR, GOOD RIDE, TOYO, PIRELLI. |

Unit of Measure: Number (No)

DELETED



**SPECIFICATION OF THE TENDERED ITEM (S)**  
**(Ref: OIL Material Code: 52269994)**

| Item No. | Material Description  |
|----------|---|
| 10       | Tube less tyre 295/75 R 22.5 ,Rear<br>for Well Logging Truck, OIL 5515 & OIL 5516<br>Recommended Manufacturers/Brand<br>APPOLO, MRF, JK TYRE, MICHELIN, CONTINENTAL,<br>BIRLA TYRES, BRIDGESTONE, MA, GOOD RIDE, TOYO, PIRELLI. |

Unit of Measure: No

3) All other Terms & Conditions of the tender remain unchanged.

-Sd-  
(SATHIYARAJ.F)  
Senior Manager - Materials (FS)  
For General Manager – Materials (HoD)

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