

Bid Corrigendum

GEM/2022/B/2725857-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
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. Buyer Added text based ATC clauses

(I) BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A) TECHNICAL:

1. BIDDER'S ELIGIBILITY:

1.1 The bidder shall be an Original Product Manufacturer (Principal) of the tender item(s).

OR

1.2 The bidder shall be an authorized dealer/authorized distributor /authorized supplier of an Original Product Manufacturer of the tender item(s).

2. IN CASE THE BIDDER IS AN ORIGINAL PRODUCT MANUFACTURER (PRINCIPAL) OF THE TENDERED ITEM(S): The bidder shall comply to the following clauses:

2.1 The Original Product Manufacturer shall have manufacturing experience in previous 05 (five) years to be reckoned from the original stipulated bid closing date of the tender.

2.2 In addition to above point, the bidder must have supply experiences towards execution of at least one order of minimum 50% of tendered quantity (rounded off to the next higher integer) against a single order in last 5 years to various E&P Companies or as a service provider to E& P companies preceding to the original bid closing date of the tender.

In this regard, the bidder shall submit any one or in combination of the following set of documents in their technical bid as per NIT requirement, wherever asked for.

(i) Copy of purchase order along with invoice copy

OR

(ii) Copy of Purchase order along with bill of lading

OR

(iii) Copy of Purchase order along with satisfactory Completion certificate from client

OR

(iv) Copy of purchase order along with delivery challan along with Invoice Copy(ies)

OR

(v) Copy of purchase order along with any other documents which shall proof that the bidder has successfully executed such order(s)

3 . IN CASE, THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER OF ORIGINAL CHEMICAL MANUFACTURER: The bidder shall fulfill the flowing clauses:

3 . 1 The bidder's Original Product Manufacturer (Principal) shall have manufacturing experience in previous 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.

3 . 2 Additionally, the bidder (authorised dealer/supplier/distributor) of the original product manufacture (Principal) shall fulfil the experience criteria of successful execution of minimum 50% of tendered quantity (to be rounded off to the next higher integer) against a single order in last FIVE (5) years preceding the original bid closing date of the tender. In this regard, the bidder shall submit **any one or in combination of the following set of documents** in their technical bid as per NIT requirement, wherever asked for.

(i) Copy of purchase order along with invoice copy

OR

(ii) Copy of Purchase order along with bill of lading

OR

(iii) Copy of Purchase order along with satisfactory Completion certificate from

client

OR

(iv) Copy of purchase order along with delivery challan along with invoice copy (copies)

OR

(v) Copy of purchase order along with any other documents which shall prove that the bidder has successfully executed such purchase order(s).

3.3 The bidder shall submit valid **Authorization Certificate/Letter** issued by its Original Product Manufacturer (Principal), confirming the Bidder's status as their authorized supplier / dealer / distributor to sell their products with proper warranty and guarantee back -up. Such authorization certificate/ letter shall be valid for the entire period of execution of the order.

In case the bidder fails to provide the authorization letter /certificate from its product manufacturer, the bidder must submit **Quality Assurance Certificate** mentioning that the offered product will be of same or higher quality / standard of the tender sample submitted along with the bid in the event of bulk supply against order. Failing to submit **Authorization certificate/letter or Quality assurance certificate** on the part of the bidder along with their bid, the offer of the bidder will be rejected straightway.

Notes to bidder:

a. Authorization certificate/letter issued by the Original product manufacturer (Principal) shall clearly mention whether the bidder is an “authorized dealer or authorized distributor or authorized supplier of the original Product Manufacturer (Principal)”.

b . Authorization letter without clearly mentioning ‘authorized dealer’ or ‘authorized distributor’ or ‘authorized supplier’ of Original Product Manufacturer will not be considered for bid evaluation and in that case the offer shall be rejected straightway.

c. Authorization letter issued by the Original Product Manufacture in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/seller/Reseller/Sub Dealer / Sub

Distributor/Sister Concern of the tendered item(s) shall not be considered for bid evaluation and the offer shall be rejected.

d . In case the bidder is a subsidiary company of the parent (Principal) company, the bidder shall also upload/submit the documents such as board resolution certificate / legal certificate along with their offer that would establish the relation between the parent company with the

subsidiary company without which the bid will not be evaluated and will be rejected straightway.

4 . Bidders whose products have been successfully field tried extensively in

OIL's operational area are exempted from meeting the experience criteria mentioned in BRC clause 2.1, clause 2.2 , clause 3.1& clause 3.2 provided they offer the same brand of product from the same manufacturer. However, the party must categorically furnish the Purchase Orders of OIL against which they have successfully supplied the tendered item to OIL.

5. Supply experience executed by the bidder to its sister concern/ subsidiary shall not be considered as experience for the purpose of meeting experience criteria of BRC.

6. Authorization letter issued to the bidder by anybody except Original Product Manufacturer (Principal) shall not be considered as valid authorization letter and in such case the bid will be rejected.

Special Notes:

1) In case the bidder is not a manufacturer, the bidder shall confirm the name of its manufacturer.

2) The material should be supplied in the original packing of the manufacturer with markings as specified in the tender.

3) Bidder shall confirm shelf life as per NIT requirement, wherever asked for. Any supply without shelf life or shelf life less than the NIT requirement shall be rejected.

4) Bidder shall submit a copy of Material Safety Data Sheet of the quoted product along with the bid else the offer will not be evaluated.

B) FINANCIAL BID REJECTION CRITERIA:

(a) Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be **at least ₹ 2,07,04,500.00 (Rupees Two Crores Seven Lakhs Four Thousand Five Hundred only)**, as per the Audited Annual Reports.

Annual Financial Turnover of the bidder from operations shall mean - **"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year"** as per the Companies Act, 2013 Section 2 (91).

(b) The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

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".

Note -For (a) & (b): Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year

falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 **'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited as on the original bid closing date'**.

Notes:

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

(i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.

(OR)

(ii) Audited Balance Sheet along with Profit & Loss account."

(b) 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.

ANNEXURE- J

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD)

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TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... **(As the case may be)** are correct.

YEAR	TURN OVER In (₹) Crores	NET WORTH In (₹) Crores

Place:

Date:

Seal:

Membership No.:

Registration Code:

(II) **ACCEPTANCE OF OFFER AND SAMPLE SUBMISSION CLAUSE:** The whole tendered quantity will be procured from seller(s) who are registered for the tendered item with Oil India Limited on the date of bid opening. "Registered sellers with OIL" are those whose offered products have successfully completed required number of field trials (One or Two Nos. depending on the nature of the chemical to be decided by OIL) in OIL's operational area where products are intended to be used. Seller(s) to provide samples of their offered product in triplicate (i.e. 3 samples each of ½ Kg) free of cost for laboratory evaluation before bulk supply, in the event of placement of order. These samples will be tested in OIL's laboratory as per tender specification and the acceptance/rejection of the sample will be decided on the basis of OIL's laboratory test report only. Delivery instruction for bulk supply will be given only after successful laboratory testing of the above samples and clearance of the samples by OIL, which will be intimated to the seller(s) by OIL. Any new vendor who wants to develop this product as per OIL's requirement may contact **Indeg Department, OIL, Duliajan @ email id: indeg@oilindia.in** to know the necessary procedure for development order.

Hence all the bidders are to ensure strict compliance to the above or else the offer will be rejected straightway.

(III) **Terms of delivery:** Bidder must quote all-inclusive F.O.R. Destination price (including cost of loading/unloading).

(IV) No price should be uploaded in the Technical Bid submitted by the bidders. In case any price is found mentioned / uploaded in the technical bid, the offer will be rejected straightway.

(V) **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Banning Policy dated 6th January, 2017 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of

submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

(VI) Tax Collectible at Source (TCS): Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act,1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. &
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh &
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (IH) of Income tax Act, 1961.

(VII) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

(VIII) DELIVERY TIMING: Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-

- a) Monday to Friday:
 - (i) Slot-1: 08.00 AM to 10.00 AM
 - (ii) Slot-2:12.30 PM to 02.00 PM

b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

(IX) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document for availing the benefit 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.

(X) The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of GST @12% against Essentiality Certificate for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 3/2017-Integrated/ Central Tax (Rate) dated 28th June, 2017 and 08/2022-Integrated Tax (Rate) dated 13th July, 2022.

In the event of order, OIL will issue Essentiality Certificate (EC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

(XI) FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring

services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Notes:

(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

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](#)