

**Bid Corrigendum**

GEM/2023/B/3406308-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 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) TECHINICAL CRITERIA:**

Bidder must meet the following criteria failing which the bid shall be rejected.

**1.0 BIDDER'S ELIGIBILITY:**

**1.1** The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item(s) / equipment.

**(OR)**

**1.2** The bidder should be a sole selling agent / authorised distributor / authorised dealer / authorised supply house of an Original Equipment Manufacturer (OEM) of the tendered item.

**1.3** In case the bidder is quoting as agent /distributor/dealer/supply house, the bidder should submit valid authorisation certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorised supplier/dealer /distributor/wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back up. Such autho

risation certificate/letter shall be valid for the entire period of execution of the order.

#### **1.4 NOTES TO BIDDER REGARDING AUTHORISATION:**

**1.4.1** Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent / authorised distributor / authorised dealer / authorised supply house of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference.

**1.4.2** Authorization letter issued by the OEM in any other form such as Direct Channel Partner / Indirect Channel Partner / Channel Partner / seller / Reseller / Sub Dealer / Sub Distributor / Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

**1.4.3** In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee back-up, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other 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.

#### **2.0 BIDDER'S EXPERIENCE:**

##### **2.1 IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):**

**2.1.1** The bidder (OEM) should have at least 5 (Five) years of manufacturing experience of tendered item preceding to the original bid closing date of the tender. Documentary evidence to substantiate manufacturing experience as above must be submitted in the form of self-certified copy which should be on the letter head and duly signed and sealed by CEO/CFO/any other person who holds the Power of Attorney of the company or by the Statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

**2.1.2** The bidder (OEM) should have supply experience of successfully executed

ed at least 50% of tendered quantity (rounded off to the next higher integer) (of each tendered item/ equipment of the same or higher capacity and same or higher working pressure and same or higher sizes) to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

**2.1.3** Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as:

(i) Satisfactory supply /completion/installation report

**(OR)**

(ii) Bill of lading, Commercial Invoice/Payment Invoice

**(OR)**

(iii) Consignee receipt, delivery receipt

**(OR)**

(iv) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice

**(OR)**

(v) Any other documents which shall prove that the bidder has successfully executed such order(s).

**2.1.4 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA:**

(a) The Purchase Order need not be within 5 (Five) years preceding original bid closing date of this tender. However, execution of supply should be within 5 (Five) years preceding original bid closing date of this tender.

(b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.

(c) Bidders showing supply experience towards supply to its sister concern /subsidiaries shall not be considered as experience for the purpose of meeting BRC.

**2.2 IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR /AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE OF OEM:**

**2.2.1** The bidder's OEM (the Principal) should have at least 5 (Five) years of manufacturing experience of tendered items preceding to the original bid closing date of the tender. Documentary evidence to substantiate manufacturing experience as above must be submitted in the form of self – certified copy which should be on the letter head and duly signed and sealed by CEO/CFO/any other person who holds the Power of Attorney of the company or by the statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

**2.2.2** The bidder's OEM (the Principal) should have supply experience of successfully executed at least 50% of tendered quantity (rounded off to the next higher integer) (of each tendered item/equipment of the same or higher capacity and same or higher working pressure and same or higher sizes), to any E&P companies/Oil & Gas Companies during last 5 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

**2.2.3** Additionally, the bidder himself/themselves as sole selling agent / distributor / dealer / supply house should have supply experience of successfully executed at least 50% of tendered quantity (rounded off to the next higher integer ) (of each tendered item/ equipment of the same or higher capacity and same or higher working pressure and same or higher sizes), to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender either from same OEM (the principal) from any other OEM).

**2.2.4** Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as:

(i) Satisfactory supply /completion/installation report

**(OR)**

(ii) Bill of lading, Commercial Invoice/Payment Invoice

**(OR)**

(iii) Consignee receipt, delivery receipt

**(OR)**

(iv) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice.

**(OR)**

(v) Any other documents which shall prove that the bidder has successfully executed such order(s).

### **2.2.5 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA:**

- a) The Purchase Order need not be within 5 (Five) years preceding original bid closing date of this tender. However, execution of supply should be within 5 (Five) years preceding original bid closing date of this tender.
- b) Satisfactory supply/completion/installation report should be issued on company's letterhead with signature and stamp.
- c) Bidders showing supply experience towards supply to its sister concern / subsidiaries shall not be considered as experience for the purpose of meeting BRC.

### **(B) FINANCIAL CRITERIA:**

**(1.0)** 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 ₹ 18,45,650.00**, 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).

**(2.0) 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".

**(3.0)** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/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 C BDT 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)**

**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.

| <b>YEAR</b> | <b>TURN OVER</b><br>In (₹) Crores | <b>NET WORTH</b><br>In (₹) Crores |
|-------------|-----------------------------------|-----------------------------------|
|             |                                   |                                   |
|             |                                   |                                   |
|             |                                   |                                   |

Place:

Date:

Seal:

Membership No.:

Registration Code:

**(4.0)** 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 in line with Para 1.0 above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

(iii) Corporate Guarantee (as per below Annexure C) on parent/ ultimate parent/ holding company's company letter head signed by an authorized 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.

### **ANNEXURE-C**

#### **PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE**

#### **TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**

#### **(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

#### **DEED OF GUARANTEE**

*THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..  
.....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.*

*WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s..... (Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.*

*Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:*

- 1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.*
- 2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.*
- 3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.*
- 4. Net worth of the Guarantor is positive for preceding financial/ accounting year.*
- 5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.*
- 6. The Guarantor represents that:*

*(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.*

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

|                                                                                                                                                   |                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>for and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)</b><br><br><b>Witness:</b><br><br>1.<br><br>2. | <b>for and on behalf of (Bidder)</b><br><br><b>Witness:</b><br><br>1.<br><br>2. |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

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

## **(II) SPECIAL TERMS AND CONDITIONS:**

1. The bidder shall confirm that the goods, materials to be supplied shall be new, of recent make, of the best quality & workmanship. The bidder shall confirm that the materials shall be guaranteed for a period of 18 months from the date of despatch or 12 months from the date of receipt at destination, whichever is earlier, against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on FOR destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

2. Following documents are to be submitted along with the supply

(i) IBR certificate (copy)

(ii) Original Mill Test Certificate

(iii) Original Certificate of Compliance from the Manufacturer

(iv) Guaranty/ Warranty certificate

3. IBR Certificate from the manufacturer to be submitted along with the offer. (For the boiler tube IBR FORM III-B (Certificate of Manufacture and Test for Tubes) and for the steam pipes IBR FORM III-A (Certificate of Manufacture and test for Pipes))

4. The offer must contain detailed description of the materials.



5. All items shall be manufactured, tested and certified in accordance with IBR.

**(III) The Bid Security / EMD submitted in the form of Bank Guarantee, should be valid for a period of 90 days beyond the bid validity reckoned from the original bid end date.**

**(IV) The bid security / EMD should be submitted only in the form of Bank Guarantee or Online Payment. Bid Security / EMD received in no other form shall be considered.**

**(V) The hard copy of the bid security / EMD (in the form of Bank Guarantee) is to be submitted in original (with a copy of the SFMS confirmation preferably) in sealed envelope super scribed with GeM Bid No. and Bid End Date to G M- Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam **within the bid end date and time, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. Also, scanned copy of the same shall be mandatorily uploaded by the bidder in their online bid.****

**(VI) If Bank Guarantee is submitted towards 'Bid Security', then seller has to ensure that the Bank Guarantee issuing bank indicates the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.**

**(VII) 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.**

**(VIII) 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.

**(IX) 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.

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 (1H) of Income tax Act, 1961.

**(X)** 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.

**(XI) 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.

**(XII) 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.

### **(XIII) 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

r (Seller).

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

**(XIV) SET-OFF:** Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**(XV) Indigenous Supplies Certificate:** 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 **Indigenous Supplies Certificate (formerly known as Essentiality Certificate (EC))** for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022. In the event of order, OIL will issue Indigenous Supplies Certificate (ISC), 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.

As such, bidders are requested to quote GST@12% (against Indigenous Supplies Certificate) only if the total material value is greater than or equal to Rs. 1 Lakh. In case, the total material value is less than Rs. 1 Lakh, bidders will be required to quote the applicable GST rate.

Bidders must submit their proforma invoice (required for ISC application process) at least 01 (one) month prior to the delivery deadline so that ISC could be obtained from DGH in time and forwarded to the seller.

**(XVI)** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this GeM Bid. Therefore, all bidders are requested to be guided by the Clause stipulated in the enclosed Annexure-N of this GeM Bid. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this GeM Bid.

4. Buyer uploaded ATC document [Click here to view the file.](#)
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
Oil India Limited  
Account No.  
10494832599  
IFSC Code  
SBIN0002053

Bank Name  
State Bank of India  
Branch address  
Duliajan

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.

## 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](#)