

### Bid Corrigendum

GEM/2023/B/3406614-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. 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 %.
4. Buyer Added text based ATC clauses

**(I) Technical Evaluation Matrix:** The bidders must fill-up and upload along with their offer the below contained technical evaluation matrix:

Specification	Specification name	Bidder's Response (Complied/ Not Complied. Reference to any document attached along with the bid)
Colour of Protective FR Overall	Red	-
Constructional features of the protective IFR suit	Inherently flame retardant having permanent heat and flame protection that cannot be removed or washed out throughout the life of the garment. The protective IFR coverall (Dangri) made from inherently flame-retardant fabric. All openings in garments are designed in such a way to prevent entry of heat, flame, or hot material. Front openings are capable	-

	of being closed over the entire length by appropriate overlapping.	
Fabric requirements and features	The fabric is comfortable, breathable for reduced heat stress and ability to wick away moisture (anti sweating). The fabric of the FR Overall is soft comfortable finish, durable and capable of washing as well be colour fast, made from a blend of meta aramide + para aramide + permanently flame-resistant fibres + 2- 3 % anti-static yarn.	-
Design and Features of IFR Overall - 1	High protective collar with throat guard of height 10 cm epaulettes (Flap) on each shoulder, full sleeves with single stud cuff fastening to facilitate rolling, elasticized waistband additionally with loop and button shall be provided for smart fitting.	-
Design and Features of IFR Overall - 2	Front opening type having one central concealed heavy duty metal zipper with brass stud, front closure: The coverall has a heavy-duty moulded zip beneath a full length catch flap, closing with fire retardant Velcro meeting requirement stipulated in clause no 6.2.1 of BS EN ISO 11612:2015 or ISO 11612:2015(E), all components of IFR garments (e.g., sewing threads and zipper tapes) are made from IFR materials. The coverall shall have an elastic band arrangement for waist to provide better fitting and shall be fully covered and backed with IFR material to prevent ignition or melting of these components, all metal components must be backed with IFR material to prevent the components from conducting heat to the wearer's skin. All elastic bands and FR nylon Velcro shall be fully covered and backed with IFR material to prevent ignition or melting of these components.	-
IFR Overall (Dangri) Pockets Requirements	Garments are constructed with pockets, the pockets shall be made of material(s) conforming to clause no 6.2 and 6.3.of BS EN ISO 11612:2015	-

	or ISO 11612:2015(E), 1st Pocket - Radio pocket on left chest with Velcro on flap closure ,2nd Pocket-Right chest, flap style with Velcro closure, 3rd pocket Open Pen Pocket on shoulder ,4th & 5th Pocket-Trouser cargo pocket at outer side of knee level (each side) with flap secured with Velcro closure.	
Reflective Tape Requirements	Fire retardant to EN 15025, triple tri p design (Yellow-silver-yellow) and certified to EN 20471 tbr high visibility. The Coverall has a high-quality Fire-Retardant reflective flame-retardant tape provided with Single row minimum 50 mm width, on shoulder, forearms and below knee area. The tape should be premium quality and the quality should comply with the length and test parameters stipulated in clause no 6.2.1 of BS EN ISO 11612:2015 or ISO 11612:2015(E).	-
Markings / Stamping	The protective clothing shall be marked as per Clause no 10 BS EN ISO 11612:2015, ISO 11612:2015(E) and Clause no 6 of EN ISO 13688: 2013 (latest edition). Name, trademark, or other means of identification of the manufacturer or his authorized representative, Designation of the product type, commercial name or code. The size range, the number and date of the European Std. i.e. BS EN ISO 11612:2015 or ISO 11612:2015(E). Suit is for protection against heat and flame as per Annex E Table E. 1 as per BS EN ISO 13688:2013, When tested in accordance with BS EN ISO 11612:2015 or ISO 11612:2015(E): Limited Flame Spread-A1 or A1 and A2 Convective Heat-B1 Radiant Heat-C1 Contact Heat-F1.	-
Packing	Each complete suit is packed in a good quality aesthetically designed bag with zipper. Each overall will be packed in individual environment friendly cover.	-
<b>Performance Test</b>	Limited flame spread as per ISO 15	-

<b>sts</b>	025 - level A I, Limited flame spread as per ISO 15025 - level A1 and A 2, Convection heat as per ISO 9151 -level B1, Radiant Heat as per ISO 6942 - level C1, Contact Heat as per ISO 12127- Level F1, Tensile strength as per ISO 13934-I - $\geq 300$ Newton ,Tear strength as per ISO 13937-2 - $\geq 15$ Newton, Heat Resistance as per ISO 17493 - $\leq 5\%$ Shrinkage ,Dimensional Change due to cleaning as per ISO 5077 - $\leq 3\%$ ,Colour Fastness to Light as per AATCC 16 - $\geq 4$ ,Colour Fastness to Washing as per AATCC 61 - $\geq 4$ ,Fastness to Solvent as per ISO 105 D01 - $\geq 4$ ,Manikin Testing as per ISO 13506 for 4 sec - $< 50\%$ burn (ref. NFPA 2112).	
Physical Requirement	As per clause no 6.5 of BS EN ISO 11612:2015 or ISO 11612:2015(E).	-
Compliance of the Protocols to be complied	Compliance to Electrical resistance as per EN 61482-1, Compliance to Anti-Static property as per EN 1149.	-
<b>Certification Requirements</b>	Certified to the International governing standards (1)EN ISO 11611:2015 (2) EN ISO 11612:2015 (3) EN 61482-1 :2009,CE certificate as per directive of 89/686/EEC,EU type examination certificate as per PPE regulations (EU) 2016/425,For Compliance to BS EN ISO 11612:2015 or ISO 11612:2015(E) levels: Limited Flame Spread-A1 or A1 and A2 Convective Heat-B1 Radiant Heat-C1 Contact Heat-F1,Manufacturer shall provide EC TYPE Examination Certificate from the Accredited International body for the offered garment in support of compliance to the claimed standard, The manufacturer of the Fire Retardant Overall is supported by an authorization by the Fibre manufacturer.	-
Description	Inherent Fire Retardant Overall for firefighting and rescue purpose, single piece, dangri style, made from inherently flame resistant fabric suitable for use by Emergency Response a	-

	nd Fire & rescue personnel , exposed to challenging atmosphere of Fire, Heat, Electric Arc Welding, Molten Metal splatters be breathable, fitted with smart fitting and capable of providing comfort of movement to the user during emergency response and fire fighting and similar operation keeping in consideration Indian hot tropical climates.	
Governing Specifications	BS EN ISO 11612:2015 or ISO 11612:2015(E) (Latest Edition)	-
Size of overall	S, M, L, XL, XXL, XXXL	-
<b>Constructional</b>	-	-
Constructional features of the protective IFR suit	Inherently flame retardant having permanent heat and flame protection that cannot be removed or washed out throughout the life of the garment. The protective IFR coverall (Dangri) made from inherently flame-retardant fabric. All openings in garments are designed in such a way to prevent entry of heat, flame, or hot material, front openings are capable of being closed over the entire length by appropriate overlapping.	-
Fabric requirements and features	The fabric is comfortable, breathable for reduced heat stress and ability to wick away moisture (anti sweating). The fabric of the FR Overall is soft comfortable finish, durable and capable of washing as well be colour fast, made from a blend of meta aramide + para aramide + permanently flame-resistant fibres + 2- 3 % anti-static yarn.	-
Weight of the fabric (in GSM)	200-300 GSM	-
Stitching of the IFR Overall (Dangri)	Stitched with IFR aramid thread to ensure that the seams have strength, elasticity, durability, stability, finish and colour fastness.	-

Sample and Test Report/Certificate	Sample to be provided for approval before bulk supply	-
Submission Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Availability of Test Report from ILAC accredited Laboratory	-
<b>Additional Specification Parameter:</b>	1. The fabric of the overall/dangri shall be certified to ISO 11612:2008/la test (Class A1, B1, C1 & F1) and EN 1149-5:2008/latest, the bidder shall provide test report/certificate under both the standards from a recognized laboratory along with the offer.	-
	2. The complete overall/dangri shall be CE marked and a copy of EC Type examination certificate shall be submitted in this respect along with the offer.	-
	3. Bidder shall provide the fibre blend & weight in GSM for the overall/dangri in their offer. Allowed weight is between 200-300 GSM. Throat Safeguard design & cuff adjustable by velcro fixing for name plate & blood group on left chest.	-
	4. Embroidery OIL Logo on Right Chest and embroidery letter writing "Oil India Limited, Fire Service" on back side (6 cm letter height) shall be provided on Overall.	-
	5. In case of requirement OIL reserves the right to carry out tests as specified in the Tender specification, for a sample of the overall/dangri, at any govt. approved laboratory/ internationally recognized laboratory.	-
	6. Bidder must submit all the relevant certificates, brochures/catalogues along with the offer.	-
	7. Bidder has to clearly specify, shelf life, maintenance, wash/care information in their offer.	-

8. A large clear label should be permanently attached (sealed) or stitched inside the overall/dangri. The label should give full details of compliance to EN Standards, manufacturer's contact details, sizing, wash/care information, shelf life, style and date of manufacture and traceability coding.	-
9. <b>WARRANTY:</b> The bidders shall provide warranty for minimum 12 Months from the Date of Commissioning or 18 Months from the Date of Supply.	-
10. Bidder's response to all NIT stipulations should clearly be defined. Bidder shall furnish specific details/specifications of all major components.	-
11. Bidder needs to provide details description generalised response like-As per NIT Specifications/ Technical Leaflet', 'Noted', and 'Accepted' or in any similar fashion is not acceptable.	-
<b>Notes:</b>  1.The bidder must confirm along with the bid that after placement of order, they will supply the item of different sizes.	-
2. Since the required item is being procured for various personnel having different sizes, therefore, the successful bidder needs to provide the scale of sizes in Small, Medium, Large, XL and XXL along with dimensions to CGM (Fire Services) prior to supply of the order. Final sizes of the item will be provided from our side at the time of supply, once the sizes of all personnel are given to the successful bidder and then bidder has to supply the items accordingly.	-
3. Two samples of different size to be sent to CGM (Fire Service) for app	-

roval before bulk supply of total quantity as mentioned under the order.
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## **(II) BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the 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 BID REJECTION CRITERIA:**

#### **(1.0) Bidder's Qualification:**

(1.1) The bidder shall be an original equipment manufacturer (OEM) or an authorized distributor/dealer of the OEM for Flame Retardant Overall (Medium).

In this regard, the bidder should submit the following documents along with the bid:-

- a. In case the bidder is an OEM, a copy of certificate specifying the nature of business of the firm should be furnished.
- b. In case the bidder is an authorized distributor / dealer of the OEM, valid authorization certificate from the OEM should be submitted.

#### **(2.0) Bidder's Experience:**

(2.1) In case, the bidder is an Original Equipment Manufacturer (OEM), the bidder should have the experience of successfully executing at least 01 (one) order for supply of minimum **97 (Ninety Seven) Nos. of Flame Retardant Overall (Medium)** to any Central / State Govt. Organization / PSU / Public Limited company in last 05 (five) years preceding from the original bid closing date of the tender (either by themselves or through their authorized distributor / dealer).

(2.2) In case the Bidder is an authorized distributor / dealer of OEM, the bidder should have the experience of successfully executing at least 01 (one) order for supply of minimum **97 (Ninety Seven) Nos. of Flame Retardant Overall (Medium)** to any Central / State Govt. Organization / PSU / Public Limited company in last 05 (five) years preceding from the original bid closing date of the tender.

### **Notes:**



(a) Documentary evidence in respect of supply experience as specified under Clause Nos. 2.1 and 2.2 should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –

i. Satisfactory Supply Completion / Installation /Commissioning certificate

(OR)

ii. Consignee Receipted Delivery Challans

(OR)

iii. Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/GST

(OR)

iv. Any other documentary evidence that can substantiate the satisfactory execution of the purchase order.

(b) The Purchase Order date need not be within 05 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding the original bid closing date of this tender.

(c) Satisfactory supply completion/inspection/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

(d) A job executed by a bidder for its own organisation / subsidiary cannot 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 ₹ 9,24,084.00**, 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> In (₹) Crores	<b>NET WORTH</b> In (₹) Crores

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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 undertake*

es 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 years.
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>  <b>Witness:</b>  1.  2.	<b>for and on behalf of (Bidder)</b>  <b>Witness:</b>  1.  2.
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(iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

**(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 Gu**

arantee 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 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 th

e 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

preneur 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 (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)** 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 s 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.

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

6. 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](#)