

## Bid Corrigendum

GEM/2023/B/3776967-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. 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.
5. Buyer Added text based ATC clauses

#### **(I) Qty.: 5400 MT**

**(II) Product description and use:** A naturally occurring montmorillonite clay of sodium or calcium or mixture of both, used for making water-based drilling muds.

#### **Specification:**

**1. Physical Properties:** The material as received, should be in the form of fine light to greyish yellow buff or cream coloured powder, free from dirt and foreign matter.

**2. Moisture Content, measured by:** 12.00 drying at 105 +/- 2 Deg.C to const

ant weight, % by mass, maximum.

3. **Sand Content, % by mass, max.:** 2.00 (retention on 200 B.S.S. mesh sieve or equivalent, by wet method).

4. **Dry Screen Analysis, % by:** 98.00 mass, min. (passing through 100 B.S.S. mesh or equivalent by dry method).

5. **Performance Test:** Prepare a bentonite suspension by mixing 7.5 gms of bentonite per 100 ml distilled water. Stir the suspension in a multimixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 deg C. After lapse of the aging period, stir the suspension for 15 minutes in a multimixer and then determine apparent viscosity, plastic viscosity and API fluid loss of the suspension at 26 +/- 2 Deg C which should be as follows.

(i) Apparent viscosity, cp, min.: 15,

(ii) Plastic viscosity, cp, min.: 6

(iii) API fluid loss, ml, maximum: 20

#### 6. **Packing:**

(a) The material should be packed in new HDPE bags or moisture proof polythene lined (100 gauge) D.W. jute bags (9 oz) strong enough to withstand rigours of transit and storage. Capacity 50 Kgs. net per bag.

(b) Along with the materials, empty spare bags numbering 10% of the total filled bags should be supplied free of cost. The empty bags should be HDPE bags and strong enough to withstand the rigours of rough handling and storage.

Capacity: 50 Kilogram (Net) per bag.

**Note:** Empty bags should have one end fully open for manual filling.

7. **Markings:** Each bag should have clear legible markings as given below:

1) Name of the product.

ii) Name of the supplier/manufacturer.

iii) Date/Month/Year of manufacture.

iv) Supply order no. against which the supply is made.

## 8. Pre-Despatch Inspection:

Pre-despatch inspection will be carried out by OIL approved third-party inspection agency (TPIA). Please refer to the following instructions while quoting:

(i) Bidder to quote all inclusive cost (except TPI charges) as FOR Duliajan price including all cost towards loading, freight up to destination, insurance, GST etc. However, unloading at site will be done by OIL at its own cost.

(ii) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third-Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work. All cost towards the engagement of Third-Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/ INCLUDE THE COST OF THIRD-PARTY INSPECTION IN THEIR OFFER.** However, bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection

(iii) Bidder shall clearly indicate in the Technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order along with detailed address, name of contact person & contact details, if any.

(iv) Supplier shall convey to OIL the production schedule within 02 (two) weeks from the date of receipt of Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency.

(v) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

(vi) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

(vii) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

(viii) The decision of the Third-Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

(ix) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be dispatched only after receipt of dispatch clearance from OIL.

(x) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from

OIL's right for rejection of the materials after receipt at site.

(xi) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to Purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

(xii) Third party inspection of items will be carried out by any of the TPI agencies indicated below. The details of Third party inspection agency shall be provided after placement of Purchase order:

- M/s Lloyds.
- M/s Bureau Veritas
- M/s RITES
- M/s IRClass Systems & Solutions Pvt. Ltd
- M/s Tuboscope Vetco ( **To be considered after opening of office in India**).

· M/s DNV-GL

(xiii) The TPI report shall be submitted along with the material supply.

### **(III) TECHNICAL BID REJECTION CRITERIA:**

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.

#### **1.0 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 5 (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 prove 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 following 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 (authorized dealer/supplier/distributor) of the original product manufacture (Principal) shall fulfill 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 pro

duct 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 Manufacturer in any other form such as Direct Channel Partner /Indirect Channel Partner/Channel 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:**

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

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

c) 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.

d) **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 w

ith 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.

#### **(IV) FINANCIAL BID REJECTION 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 ₹ 1,91,21,751.00 (Rupees One Crore Ninety One Lakhs Twenty One Thousand Seven Hundred Fifty One 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).

**(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 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 documents 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

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  
ever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete  
e 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  
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 warra*

nty 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.

**(V) DISPATCH INSTRUCTION:** To be dispatched by RAIL in 02 (two) equal lots (as indicated in the GeM Bid document) on Freight Pre-Paid Basis. The Quoted price shall be F.O.R. Destination (Duliajan/Tinsukia) price and should include of all costs including GST and Rail Freight. The loading at Ex-Works is to be done by Supplier at their own cost, and unloading at destination (i.e. at Duliajan/Tinsukia) shall be done and cost shall be borne by OIL. Hence, bidders to take note of the same while quoting their prices.

#### **(VI) SCOPE OF THIRD-PARTY INSPECTION (TPI):**

The scope of 3rd party inspection will be as follows:

- Inspection of quality as per order during production.
- Checking of bag specification and weight of bags randomly during the production operation.
- Bonding of warehouse after completion of production/inspection/testing of samples.
- De-bonding of warehouse and witnessing of loading operations from warehouse of Railway station.

**(VII)** The Bid Security / EMD submitted in the form of Bank Guarantee, should be valid for a period of 45 days beyond the bid validity. Bank Details of Beneficiary are as under:

	<b>Bank Details of Beneficiary</b>	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7 037)	OIL503988890
F	Company name	Oil India Limited

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

**(VIII)** 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.

**(IX)** The hard copy of the bid security / EMD (in the form of Bank Guarantee) is to be submitted in original in sealed envelope **super scribed with GeM Bid No. and Bid End Date** to GM- Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam **within the mentioned bid end date and time, failing which the bid shall be treated as incomplete & shall 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. **This clause is in supersession of 5 working days time as provided in relevant clause of GeM GTC.**

**(X)** 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.

**(XI)** 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.

**(XII) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Revised Banning Policy dated 17.03.2023 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

ed 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.

**(XIII) 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 (1H) 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 (1H) of Income tax Act, 1961.

**(XIV)** 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.

**(XV) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 da**

**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.

**(XVI) 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 dama

ges 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).

**(XVII) 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).

**(XVIII)** In case of any queries regarding the instant GeM Bid, interested parties may write to the e-mail IDs - **manish\_chowdhury@oilindia.in** & **aparajita@oilindia.in**.

**(XIX)** 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 Clauses 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.

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

7. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content

provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## 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](#)