

## Bid Corrigendum

GEM/2023/B/3937880-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) : Supply Installation Testing and Commissioning of Goods
3. Buyer Added text based ATC clauses
  - (a) Bidders to take note of the **BRC** available in **Buyer uploaded ATC Document** and submit documents accordingly.
  - (b) Bidders to submit compliances to the **Additional Terms & Conditions** available in **Buyer uploaded ATC Document**.
  - (c) Bidders to submit Undertakings as per **Exhibits-I, II & III** given in **Buyer uploaded ATC Document**.
  - (d) **The hard copy of the bid security / EMD (in the form of Bank Guarantee) is to be submitted in original in sealed envelope superscribed with GeM Bid No. and Bid End Date to GM-Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam within the Bid Closing Date & Time, failing which the bid shall be treated as incomplete & 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 is in supersession of GeM GTC all owing for submission of hard copy of bid security / EMD within 5 days of Bid Closing Date.**
  - (e) 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.
  - (f) **The Bid Security / EMD should be submitted only in the form of Bank Guarantee or Online Payment. Bid Security / EMD received in any other form / mode of payment shall not be considered.**
  - (g) **Following clauses of the tender have been amended. Bidders to take note of the same:**

Clause No.	Original Description	Amended Description
<b>A(2.1)(c) of "Technical Specifications &amp; Other Terms and Conditions" uploaded under Buyer Specification Document</b>	The Engine shall be Kirlosker / Cummins / Volvo / Caterpillar / Ashok Leyland / Tata / Mahindra & Mahindra / Eicher make complying <b>Bharat Stage (BS) - IV</b> emission norms.	The Engine shall be Kirlosker / Cummins / Volvo / Caterpillar / Ashok Leyland / Tata / Mahindra & Mahindra / Eicher make complying <b>Bharat Stage (BS) - III or higher</b> emission norms.
<b>A(2.1)(c) of "TECHNICAL SPECIFICATIONS FOR TRAILER FIRE PUMP WITH MINIMUM DISCHARGE CAPACITY OF 2250 LPM AT 8.8 KG/CM2" [available in Buyer</b>		However, in case Government

<b>r uploaded ATC document]</b>	<p>However, in case Government of India stipulates higher emission norms, the Trailer Fire Pump shall have to comply higher emission norms as applicable on the date of supply.</p> <p>Documents supporting emission norms of the offered engine shall be submitted along with the bid.</p>	<p>of India stipulates higher emission norms, the Trailer Fire Pump shall have to comply higher emission norms as applicable on the date of supply.</p> <p>Documents supporting emission norms of the offered engine shall be submitted along with the bid.</p>
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(h) **Buyer uploaded ATC document has been amended incorporating the above change. Bidders to take note of the same.**

4. Buyer uploaded ATC document [Click here to view the file.](#)
5. 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](#)
6. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
7. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
8. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
9. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
10. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.  
Applicable Concessional rate of GST :  
12  
%  
Notification No.and date :  
08/2022-INTEGRATED TAX (RATE)  
dated  
13/07/2022
11. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:  
As defined in Buyer Specification Document
12. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.  
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.  
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
13. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period

and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

14. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

15. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):  
OIL's Officers

Post Receipt Inspection at consignee site before acceptance of stores:

OIL's Officers

16. 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.

17. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Oil India Limited

payable at

Duliajan

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

18. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Oil India Limited

Account No.

10494832599

IFSC Code

SBIN0002053

Bank Name

State Bank of India

Branch address

Duliajan

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

19. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

20. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the

bid.

## 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](#)