

## Bid Corrigendum

GEM/2023/B/3994960-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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. 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 %.
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. 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.
7. Buyer Added text based ATC clauses

### **(I) BID REJECTION CRITERIA (BRC):**

The bids must conform to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to the required minimum/maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

## **A) TECHNICAL:**

### **(1.0) In case bidder is an OEM:**

The bidder shall have the experience of successfully Designing, manufacturing, supplying & commissioning at least 01 (one) No. of transformer of minimum capacity 5 MVA and operating voltage of 33 kV or more in the last 05(Five) years from the bid opening date of this tender to any Central PSU / Central Organization / State PSU / state organization / Public limited companies.

### **(2.0) In case bidder is an authorized dealer / distributor of OEM:**

(i) The bidder shall have the experience of successfully supplying at least 01 (one) No. of transformer of minimum capacity 5 MVA and operating voltage of 33 kV or more, in the last 05 (Five) years from the bid opening date of this tender to any Central PSU / Central Organization / State PSU / state organization / Public limited companies.

(ii) In addition to above, filled Annexure-A with seal and signature of OEM along with the bid shall be submitted, failing which bid will be rejected.

## **ANNEXURE-A**

*Sample Format of authorization letter from OEM  
(To be typed on the letterhead of the OEM)*

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

To,

CGM - Electrical(HoD)

Oil India Limited,

Duliajan -786602

Sir,

Sub: Authorization Certificate

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

1.0 The bidder M/s \_\_\_\_\_ is our Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers of OEM.

2.0 We hereby authorize M/s \_\_\_\_\_ to participate in the above-mentioned tender, for which we shall have no objection.

3.0 We affirm that we shall bear the responsibility and accountability in regard to the use of best quality components in the transformer and the successful installation and commissioning of the transformer at site under the supervision of OEM's representative.

4.0 Onsite warranty and AMC support, including replacement of spares will be provided (tick any of the following)

a) Directly by us.

b) By the bidder on our behalf.

5.0 Upon award of the purchase order, we shall provide full OEM support for the entire duration of the contract, including in extension period (if any).

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name: Designation: Phone No.: Place: Date: Email:

(Affix Seal of the Organization here, if applicable)

**(3.0)** 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 shall be within 05 (five) years preceding the original bid closing date of this tender.

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

**(5.0)** A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC.

**Note for (1.0 & 2.0):** Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of supply/I & C part of each of those Purchase Orders, such as –

(i) Satisfactory Inspection Report

**(OR)**

(ii) Satisfactory Supply Completion / Installation Report

**(OR)**

(iii) Consignee Receipted Delivery Challans

(OR)

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

(OR)

(v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

**B) FINANCIAL:**

**(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 ₹ 78,24,350.00 (Rupees Seventy Eight Lakhs Twenty Four Thousand Three Hundred Fifty 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><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 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 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:**

(i) Type test certificate of similar equipment with operating voltage of minimum 33 kV or higher and rating 5 MVA or Higher from a NABL/CPRI accredited laboratory with testing date within 5 years from the date of tender opening date must be submitted along with the bid. Type test certificate shall include the minimum following tests:

- a) Temperature Rise Test as per IS 2026 Part 2
- b) Dielectric Type Test as per IS 2026 Part 3
- c) Short Circuit withstand Test as per IS 2026 part 5

(ii) Transformer shall be under a warranty period of minimum 05 (five) years from the date of commissioning. The bidder shall be responsible for replacing any part or parts of the equipment or the transformer at site free of cost that may prove faulty or failed due to manufacturing defects.

(iii) Complete sealed and signed GTP shall be submitted along with the bid submission, failing which bid will be rejected.

(iv) Supplied transformer shall be installed on the existing foundation of OIL.

(v) Position of Drain Valve and Marshalling box shall be such that no modification of existing drain valve connection and marshalling box cable connection is required.

(vi) Supplied transformer shall be designed for parallel operation with existing transformer.

(vii) Provision for installing NIFPS (Nitrogen Injected Fire Protection & Suppression) system in the supplied transformer shall be provided.

### **(III) SCOPE OF INSTALLATION & COMMISSIONING :**

Transformer and its all accessories have to be provided in an adequate packing to avoid water ingress and any transit damage. Following points are to be considered for installation and commissioning:

a) OEM must provide instruction manual for installation and commissioning of transformer.

**Note:** Any special tools required for O&M of the transformer shall be provided to OIL along with the supply of material.

b) OEM's representatives must carry out the installation and commissioning works at site.

c) Any electrical shutdown of existing transformer shall not be arranged by OIL.

d) Transformer will be placed over the existing foundation. No modification is envisaged. Transformer should be designed considering the existing foundation.

e) All safety procedures like SOP, JSA, Tool Box talk to be carried out while executing the job.

f) OEM's engineer shall follow the following installations check, pre-commissioning checks and pre-commissioning tests in-addition to the guideline of OEM. In case of any contradiction, OEM's guideline will be followed.

#### **g) Installation Checks:**

i) Inspection and performance testing of accessories like tap changers etc. Check choking of the tubes of radiators

ii) Test on oil samples taken from main tank top and bottom and cooling system. Samples should be taken only after the oil has been allowed to settle for 24 hours.

iii) Check the whole assembly for tightness, general appearance etc. Oil leakage tests.

#### **iv) Pre-Commissioning Checks:**

The following additional checks shall be made:

- 1) All oil valves are in correct position closed or opened as required
- 2) All air pocket are cleared.
- 3) Thermometer pockets are filled with oil
- 4) Oil is at correct level in the bushing, conservator, diverter switch & tank etc.
- 5) Earthing connections are made.
- 6) Colour of Silica gel is blue.
- 7) Bushing arcing horn is set correctly and gap distance is recorded.
- 8) C T polarity and ratio is correct

v) **Pre-Commissioning Tests:** After the transformer is installed, the following pre-commissioning tests and checks shall be done before putting the transformer in service.



- 1) Dry out test
- 2) Insulation Resistance Test
- 3) DC Resistance measurement of windings
- 4) Ratio test on all taps
- 5) Phase relationship test (Vector grouping test)
- 6) Buchholz relay alarm & surge operation test
- 7) Low oil level (in conservator) alarm
- 8) Temperature Indicators
- 9) Marshalling kiosk
- 10) Protective relays
- 11) Magnetising current
- 12) Tests on Off Load Test switch

**(IV)** The Bid Security / EMD submitted in the form of Bank Guarantee, should be valid for a period of 45 days beyond the bid validity.

**(V)** Bank Details of Beneficiary for submission of Bid Security / EMD and Performance Security / PBG 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.

**(VI)** The bid security / EMD should be submitted only in the form of Bank Guarant

tee or Online Payment. Bid Security / EMD received in no other form shall be considered.

**(VII)** 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 Clause 4(xiii)(m) of GeM GTC.**

**(VIII)** 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.

**(IX)** 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.

**(X)** Bidders must quote their prices on F.O.R. Destination basis (including cost of loading as well as unloading).

**(XI) 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 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.

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

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

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. &

- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh &
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

**(XIII)** 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.

**(XII) 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.

**(XIV) 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.

**(XV) 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).

**(XVI) 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).

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

**(XVIII)** 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.

**(XIX)** The following amendments are hereby notified to the contents of the GeM Bid:

| Clause No.                                 | Existing Clause  | Amended   |
|--|--|---|
| 22)F)1) para 2 of technical specifications | The offered transformer must be manufactured as per type tested design. A copy of type test certificate must be submitted by manufacturer to Engineer/Employer during drawing approval. Transformers offered without type tested design shall not be accepted. In case manufacturer agrees for type testing of transformers, testing shall be conducted on manufacturer's cost | The offered transformer must be manufactured as per type tested design. A copy of type test certificate must be submitted by manufacturer to OIL during Bid submission stage. Transformers offered without type tested design shall not be accepted. In case manufacturer agrees for type testing of transformers, testing shall be conducted on manufacturer's cost in a NABL/CPRI |

|         |  |  |
|---------|--|--|
|         | <p>st in a NABL/CPRI accredited lab only. No claim shall be acceptable towards type testing. The transformers shall be accepted only on acceptance of type testing results by employer.</p> <p>The supplier shall furnish calculations in accordance with IS: 2026 to demonstrate the Thermal ability of the transformers to withstand Short Circuit forces.</p> | <p>accredited lab only. No claim shall be acceptable towards type testing. The transformers shall be accepted only on acceptance of type testing results by employer.</p> <p>The supplier shall furnish calculations in accordance with IS: 2026 to demonstrate the Thermal ability of the transformers to withstand Short Circuit forces.</p> |
| 26)A)a) | Valid and complete Type test certificate   | Valid i.e., maximum 5 years (as per CEA guidelines) from Bid Closing Date and complete Type test certificate   |

Further, the following sub-clause shall also form a part of Clause No. 26 of the GeM Bid document:

***A Detailed Technical Catalogue of the offered transformer is to be submitted along with the bid.***

---XXX---

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

## 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.

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\*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](#)