Bid Number: GEM/2023/B/4170925
Dated: 04-12-2023

Bid Corrigendum

GEM/2023/B/4170925-C5

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. 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
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
Oil India Limited
Account No.
10494832599
IFSC Code
SBIN0002053
Bank Name
State Bank of India
Branch address
Duliajan
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
6. Buyer Added text based ATC clauses

(I) BID EVALUATION CRITERIA / BID REJECTION CRITERIA (BEC):

The bids must conform to the specifications and terms and conditions given in th e 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 s tipulated. Notwithstanding the general conformity of the bids to the stipulated sp ecifications and terms and conditions, the following requirements shall have to b e particularly met by the bidders, without which the offer will be considered as n on-responsive and rejected.

(A) TECHNICAL BID REJECTION CRITERIA:

(1.0) The bidder should have the experience of manufacturing/ fabricating / assembling and successful execution of supply of at least 01 (one) “**similar order**” in the last 5 (five) years preceding to the original bid closing date of this Tender.

“**Similar order**” means order for supply of Foam Nurser with minimum 500 LPM at 12 KG/CM2 foam pump or supply of Fire Tender with minimum 1800 LPM at 07 KG/CM2 or above water Pump capacity, on minimum 16 tonne chassis.

(2.0) The bidder should have the manufacturing /fabricating / assembling facility and adequate testing /quality assurance facility of Foam Nurser.

(3.0) The list of the necessary machinery / Equipment for manufacturing/ fabricating / assembling & testing of Foam Nurser shall be submitted along with bid.

(4.0) The bidder shall be in the business of manufacturing/ fabricating / assembling of Foam Nurser with minimum 500 LPM at 12 KG/CM2 foam pump or Fire Tender with minimum 1800 LPM at 07 KG/CM2 or above water Pump capacity on minimum 16 tonne chassis, in the last 5 (five) years preceding to Bid Closing date of this Tender.

a. Copy of "Certificate of Incorporation" and "NSIC or equivalent Certificate specifying the nature of business of the firm shall be furnished along with the bid.

b. The bidder should submit the order book (list of completed orders) for manufacturing/ fabricating / assembling of Foam Nurser / Fire Tender for last five years mentioning following details:

i. Purchase Order No.

ii. Purchase Order Date

iii. Organization

iv. Quantity

v. Supply Date

Notes:

(a) Documentary evidence in respect of supply experience as specified under **Clause Nos. (1.0) & (4.0)** 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 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 organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

(B) **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 ₹ 61,19,333.00,** 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 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 excl uding 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.

YEAR	**TURN OVER** In (₹) Crores	**NET WORTH** 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.

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ANNEXURE-C

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE

TOWARDS FINANCIAL STANDING (Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.

2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3. The Guarantor have an annual financial turnover of minimum INR………………………… Cr or USD ……………………… during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.

4. Net worth of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

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

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

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

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

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

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

for and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable) **Witness:** 1. 2.	**for and on behalf of (Bidder)** **Witness:** 1. 2.

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

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

(III) Bank Details of Beneficiary for submission of EMD / Bid Security as well as Performance Security / PBG are as under:

	Bank Details of Beneficiary	
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 7037)	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.

(IV) The bid security / EMD should be submitted only in the form of Bank Guarantee or Online Payment.

(V) 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 GeM GTC.

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

(IX) <u>INDIGENOUS SUPPLIES CERTIFICATE:</u> The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of GST @12% against Indigenous Supplies Certificate for invoice having material value Rs. 1 Lakh and above will be applicable as per Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022. In the event of order, OIL will issue Indigenous Supplies Certificate (ISC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account.

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

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

(X) <u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u> 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.

(XI) <u>Tax Collectible at Source (TCS):</u> 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 (lH) 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 (lH) of Income tax Act, 1961.

(XII) 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.

(XIII) <u>DELIVERY TIMING:</u> Suppliers will be given necessary permission to enter into the Industrial Area or Company’s other operating areas to deliver the materi al 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

<u>Note:</u> No delivery shall be made on Sunday / National Holidays.

(XIV) Categorisation and various Criteria applicable to MSE bidders shal l be guided by the Gazette Notification No. CG-DL-E-26062020-220191 d ated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM E NTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) agai nst this tender has to submit the following document for availing the benefit appl icable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

<u>Note:</u> In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrep reneur or Woman Entrepreneur, valid documentary evidence issued by the agen cy who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

(XV) <u>FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERP RISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TR eDS) PLATFORM</u>.

Based on the initiatives of Government of India to help MSE vendors get immedia te access to liquid fund based on Buyers credit rating by discounting, OIL has reg istered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mar t). MSE vendors can avail this benefit by registering themselves with any of the e xchanges providing e-discounting / electronic factoring services on TreDS platfor m and following the procedures defined therein, provided OIL is also participatin g in such TreDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of di scounting on TreDS platform including but not limited to Registration charges, Tr ansaction charges for financing, Discounting Charges, Interest on financing, or a ny 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) w hich 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 b reach of any of the terms and conditions of the Usage Terms or of this Agreemen t and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or conseq uential damages or any damages whatsoever (including but not limited to dama ges for loss of profits or savings, business interruption, loss of information), whet her in contract, tort, equity or otherwise or any other damages resulting from usi ng 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 Sec urity Deposit refundable to them) under any purchase order may be appropriate d by Oil India Limited and set-off against any claim of Oil India Limited (or such o ther person or persons contracting through Oil India Limited) for payment of a su m of money arising out of any other purchase order made by the Seller with Oil I ndia Limited (or such other person or persons contracting through Oil India Limit ed).

(XVII) In case of any queries regarding the instant GeM Bid, interested parties m ay 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 memorand um No. F.7/10/2021-PPD (1) dated 23rd February,2023 (order- Public Procureme nt no.4) has proclaimed Requirement of registration under Rule 144 (xi) of the G eneral 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:

Tender Clause No.	**Existing**	**Amended**
<u>Part A</u> 2.0 (b) (i)	Option 1: Cowl Truck chassis model **OR** Option 2: Factory Built Cab Chassis model of any vehicle manufacturer of India like Tata or Ashok Leyland or equivalent, meeting the specifications etc. as mentioned in the tender / order documents. **<u>Note:</u>** In case Fire Truck manufacturer opts for Factory Built Cab Chassis and selects truck model with Cab over engine (tilting cab), due care needs to be taken by the Fire Truck manufacturer while fabricating the Crew Cabin (for 04 nos. fire crew) such that there is no hindrance in the tilting provision of the factory-built cabin.	Cowl Truck chassis model of any vehicle manufacturer of India like Tata or Ashok Leyland or equivalent, meeting the specifications etc. as mentioned in the tender/order documents.
2.0 (i)	Emission Norms: BS–VI (Bharat Stage-VI). Bidder shall mention the emission norms of the offered Chassis	Emission Norms: The offered vehicle chassis shall meet Bharat Stage – VI (BS VI) OBD Stage II engine emission norms. The emission norms shall comply Real Drive Emissions (RDE) using Portable Emissions Measurement System (PEMS) requirements. The bidder shall mention the emission norms of the offered vehicle chassis in the technical bi

		d.
2.0 (p)	Wheels & Tyres: Tyre & tube typ e wheels (total number of wheel s at front 02 Nos., total number of wheels at rear 04 Nos.) as per the chassis manufacturer shall b e provided. Mounting arrangem ent for spare wheel shall be prov ided at suitable location of the v ehicle.	Wheels & Tyres: Suitable wheel s (total number of wheels at fro nt 02 Nos., total number of whe els at rear 04 Nos.) as per the c hassis manufacturer shall be pr ovided. Mounting arrangement for spare wheel shall be provid ed at suitable location of the ve hicle.
4.0 (x)	Facility at front & rear for writing the registration number of the vehicle.	Facility at front & rear for affixi ng the High Security Registration Plate (HSRP) of the vehicle.
4.0 (ae)	Suitable Spark Arrestor in the en gine exhaust.	Spark Arrester: The Spark Arrestor may be additional attachment to be fitt ed with the exhaust or an inter nal mechanism to prevent disc harge of open flame and sparks in the exhaust. The bidder shall confirm in the technical bid whether the Spar k Arrestor shall be additional at tachment or internal mechanis m. In case Spark Arrestor is not ne eded/ recommended as per the Truck chassis manufacturer as additional attachment, the bidd er shall submit supporting docu ment(s) from the Truck manufa cturer or from Truck manufactu rer's dealer along with the tech nical bid.
11.0 (h)	--- New clause --	Spark Arrestor: (Additional attachment / Chassi s inbuilt mechanism)
Part B		
5.2.1	Seating arrangement for 6 perso ns shall be provided in cabin. **(OR)**	Seating arrangement for 6 pers ons shall be provided in cabin.

		The vendor may also use Factory Built Cab Chassis with an integrated Crew Cabin. Crew Cabin (with partition & communication window) must be manufactured by Fire Truck Body Builder. The communication window should be 3.5” X 2” size (preferably) and with such arrangements to avoid ingress of heat & noise from engine in to crew cabin & driver cabin. The Foam Nurser shall be supplied with original single cabin with seating arrangement for Driver + Officer. Enclosed accommodation for four persons will be provided in the separate crew cabin. The cabin will be double compartment with partition & with one communication window. The driver seat & Fire officer seat will be of OEM supplied. All the seats will have foam cushion and will b e covered with best quality Rexene. One door on each side will be provided on the crew compartment. Doors will be fitted with safety glasses and be of sliding type window. The glasses on crew cabin windows and doors will be fixed in Aluminium sections. The cabin doors will be hinged (Stainless Steel) type opening outwards & hung forward with catch latches. The cab and lockers will be of composite construction with sufficient rigidity and reinforcement and will be kept as light as possible. The driver will be provided with large size rear view mirrors on both sides of the cab & convex round mirrors for overall rear view of the vehicle from top to bottom & left to right. The cabin will be as per the latest international standards & ergonomically designed.	
	5.2.2	For Driver & Officer In-charge each – As per chassis OEM supply (in case of Factory Built Cab Truck chassis model) **(OR)**	Seating arrangement For Driver & Officer In-charge each –HO Bostrom, USA / Ziamatic/ USSC Valor, USA make.

	For Driver & Officer In-charge each – As per chassis OEM/ fabricator supply (in case of Cowl Truck chassis model).	The driver & Officer In-charge seat should be adjustable in nature.

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7. 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.

*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