

Bid Corrigendum

GEM/2023/B/4049702-C4

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. **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.
3. Buyer Added text based ATC clauses

1.0 Bidders need to duly fill & sign all the proformas and matrices attached in " Scope of Work" Field of this tender document and submit the same along with their offer.

2.0 Note regarding submission of EMD / PBG in the form of Bank Guarantee (BG): EMD is applicable for this tender and will have to be submitted by the bidders except for the bidders who are exempted as per GeM's GTC and this tender document. However, PBG shall be APPLICABLE only for orders valuing INR 5.00 Lakh & above.

In case a bidder / supplier wishes to transfer EMD amount / PBG amount online directly, then OIL's bank details (where online transfer of EMD / PBG amount is to be done) are as below-

OIL's Bank account Details:-

(i) Name: Oil India Limited

(ii) Bank: State Bank of India

(iii) Branch: Duliajan

(iv) Account Number: 10494832599

(v) Account Type: Current

(vi) IFSC Code: SBIN0002053

Upon transferring EMD amount / PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (email ID: aayush_somani@oilindia.in) so that receipt of the same can be verified in OIL's bank account. Please note that if EMD is paid online, then the bidder needs to either upload the relevant transaction document in the appropriate tab / field of the tender while bidding or they can email the transaction document to the email ID mentioned above. If none of the above is found after opening of the bids, then the bid will be rejected.

Bidders to note that if EMD is submitted in original Bank Guarantee Form, then the same needs to be received by OIL within the bid closing date and time, otherwise the bid will be rejected. Please refer to the "Scope of Work" document for the Bid Security Format in the event EMD is desired to be furnished by Bank Guarantee Mode. Please note that EMD should be valid for 45 days beyond the stipulated bid validity period as per GeM's GTC.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same

e needs to be submitted as per the format available in GeM portal and shall indicate the GeM Order No. and item description.

Bidder / Supplier is to note that the Bank Guarantee (either EMD or PBG; whichever is applicable) issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number (in case of EMD) / Purchase Order Number (in case of PBG) 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. The Bank details are as under:

Bank Details of Beneficiary:-

A) Bank Name: ICICI BANKLTD.

B) Branch Name: DULIAJAN

C) Branch Address: KUNJA BHAVAN, DAILYBAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602

D) IFSC Code: ICIC0000213

E) Unique Identifier Code (Field 7037): OIL503988890

F) Company Name: Oil India Limited

G) Swift Code: ICICINBBXXX

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

PLEASE NOTE THAT PBG VALIDITY PERIOD SHALL BE COUNTED FROM THE DELIVERY CUM INSTALLATION CUT-OFF DATE IN THE EVENT OF GEM ORDER PLACEMENT. (GEM SYSTEM WRONGLY CALCULATES THE PBG VALIDITY PERIOD FROM THE GEM ORDER DATE).

3.0 Bidders are to take a careful note of all the tender terms and conditions and attachments enclosed in the tender document while bidding. It will be the bidder's responsibility to carefully go through the contents of the tender and bid accordingly. Further, it is the bidder's responsibility to upload relevant documents in the concerned appropriate tabs / fields of the GeM portal while participating in the bid. OIL shall not be responsible for any mistake / misinterpretation done by the bidders in this regard and OIL shall evaluate the bids accordingly. No request from the bidder will be entertained on account of any lapse on bidder's end in this regard.

4.0 Bidders should note that since this is two packet bid, hence prices should not be disclosed in the technical bid otherwise the offer shall be rejected straight-away and no representation for rejection on this ground shall be entertained by OIL.

5.0 Bidder to note that in the event of award of order, following timing is also to be noted while delivering the items at OIL's premises as per the delivery schedule mentioned in the tender:

The supplier will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the materials as per the timings given below :

a) Monday to Friday: Morning : 08.00 AM to 10.00 AM

Afternoon: 12.30 PM to 02.00 PM

b) Saturday: Morning : 08.00 AM to 10.00 AM

Sundays & National Holidays are closed.

6.0 The Integrity Pact is APPLICABLE against this tender. Therefore, please submit the Integrity Pact document duly signed along with your online bid. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in the "Scope of Work" field of this tender document. This proforma has to be submitted.

tted by the bidder (along with the technical bid) duly signed & stamped by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

The name of the OIL's Independent External Monitors at present are as under:

1. Dr. Tejendra Mohan Bhasin

Former Vigilance Commissioner, CVC

E-mail: tmbhasin@gmail.com

2. Shri Ajit Mohan Sharan, IAS (Retd.)

Former Secretary, Ministry of Ayush

Govt. of India

Mobile No.: 9810701876

Email ID: ams057@gmail.com

3. Shri Ram Phal Pawar, IPS (Retd.),

Former Director, NCRB, MHA

Mobile No.: 8017017878

E-mail ID's: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

8. Please refer to the "Buyer Added Bid Specific ATC Document" in the ATC Clauses of this tender for the amended technical specifications that shall be forming a part of this Tender Document and will supersede the technical specifications originally uploaded in the tender document. Bidders to note the same and quote accordingly.

4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
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. 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.
7. 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 %.
8. 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.
9. **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
10. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

11. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
12. Scope of supply (Bid price to include all cost components) : Only supply of Goods
13. 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 (Rates)
dated
13/07/2022
14. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
15. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
16.
 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.
17. 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.
18. 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.
19. Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within
AT LEAST 30 DAYS PRIOR TO THE SCHEDULED DESPATCH
days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
20. 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](#)