

Bid Corrigendum

GEM/2024/B/4999538-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. 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.
3. Buyer Added text based ATC clauses

1. 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 RXII, 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) 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.

Note:

- (i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL, (Buyer).

2. "Statement of Non-Compliance (Annexure-AA)", "Commercial Check List (Annexure-BB)", "Undertaking of authenticity of information/documents submitted (Annexure-K)", "Undertaking for Local Content (Annexure-CC)" and "Integrity Pact (Annexure-IC)" attached in "Buyer Added Specific ATC" tab shall have to be uploaded by the bidder along with the technical bid.

3. This is a Two Bid System Tender. Hence, offer will be rejected if price is provided/mentioned in Technical Bid.

4. Bidder must be OEM or authorized dealer of OEM. Bidders other than OEM must provide the

letter/certificate of authorisation from OEM as their Authorized Dealer at the time of bid submission. Otherwise, the offer will be rejected.

5. Guarantee / Warranty certificate for 18 months from date of despatch or 12 months from the date of receipt, whichever is earlier will be required along with the supply.

6. Please find "BEC/BRC" and "Items Specification of 18mm and 28mm manila rope" attached in "Buyer Added Specific ATC" tab.

7. Bidder must confirm the following while quote:

7.1 The ropes shall be manufactured as per [S-1084:2005](#) specifications.

7.2 The evenly spun 4.6 ktex yarn throughout the length processed on Hard Fibre Processing Plant shall be used for manufacture of the ropes. Hard hackled or hand spun yarn shall not be used.

7.3 The ropes shall be well laid & free from defects. Each coil shall be continuous throughout its length & shall not contain loose ends, splices or joints in strands or in the rope.

7.4 The ropes shall be supplied in coils duly packed as per IS-3256 specifications.

7.5 The length of rope in each coil should be 220 Mtrs.

7.6 The maximum permissible variations in length of each coil under zero tension shall be restricted to the ranges specified below :

a) Rope Diameter up to 14 mm diameter - Tolerance \pm 5%

b) Rope Diameter above 14 mm diameter - Tolerance \pm 3%

7.7 The Mass of each coil & tolerance thereof should be as per Clause 8.1 of IS-1084:2005 specifications.

7.8 Each coil shall have at both ends labels securely attached on which the following shall be marked :

a) Manufacturer's name & /or trade mark

b) Length of rope in the coil

c) Diameter of rope in mm

d) Month & Year of Manufacture

e) Grade

f) Purchase order number

7.9 Each coil shall also be marked with BIS Certification Marking/"ISI" mark as per Clause 12.2 of IS-1084:2005 specifications.

7.10 Rope should be rot proofed by application of suitable rot-proofing agent throughout the length as per Clause 6.6 of IS-1084:2005 specifications.

7.11 Bidders should forward a copy of valid IS-1084:2005 certificate (license to use ISI Standard Mark) along with their quotations.

7.12 Valid test certificate from National Test House (Govt. of India) for the ordered batch as per the IS norms has to be provided along with the consignment. The bidder has to confirm their acceptance categorically in their offer for the tendered sizes of ropes on the same.

7.13 Supply houses / authorized representative / dealer / supplier submitting offer against this tender should forward the following along with their quotation :

a) Letter of Authorization from manufacturer whose product they are offering.

b) Copy of valid IS-1084:2005 certificate (license to use ISI Standard Mark) of manufacturer whose product they are offering.

8. If any of the specifications/ clauses mentioned in the body of the tender document contradict with that mentioned in the document uploaded under "Buyer added bid specific ATC", the specifications/ clauses mentioned in "Buyer added bid specific ATC" shall prevail.

4. Buyer uploaded ATC document [Click here to view the file.](#)
5. Scope of supply (Bid price to include all cost components) : Only supply of Goods
6. 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
dated
13/07/2022
7. Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within
30
days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.](#)