

Bid Corrigendum

GEM/2024/B/5353327-C3

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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
4. Buyer Added text based ATC clauses

1. Queries Submission Timeline clause

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (5) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL.

Queries must be submitted in writing via email to **joyshree.dutta@oilindia.in**. Please ensure that the subject line of your email clearly states, 'Tender Query - [Tender No. & Name]'.

2. Avoidance of Extension for Bid Submission clause

Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for the rough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a one-time exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to **joyshree.dutta@oilindia.in**), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless absolutely necessary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this Avoidance of Bid Submission Due Date Extensions clause.

3. Bidders to take note of the Additional Terms & Conditions available in Buyer uploaded ATC Document. In case, no remarks are submitted / left blank against the Additional Terms & Conditions given in Buyer uploaded ATC Document, then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.
4. Bidders to submit **Undertakings** as per **Exhibits-I, II & III** given in Buyer uploaded ATC Document.
5. Bidders to submit **Undertaking** towards **submission of authentic information/documents** as per **Annexure K** given in Buyer uploaded ATC Document.
6. **As the product must be with BIS marking, hence bidder is required to submit the relevant IS certificate along with the bid.**
7. **Note regarding submission of PBG in the form of Bank Guarantee (BG)**

PBG @ 5% of Total Order Value shall be APPLICABLE only for orders valuing INR 10.00 Lakh & above. In case a supplier wishes to transfer PBG amount online directly, then OIL's bank details (where online transfer of 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 PBG amount online to OIL, vendor shall provide the transaction details to the dealing officer (mail to **joyshree.dutta@oilindia.in**) so that receipt of the same can be verified in OIL's bank account.

In case PBG is desired to be submitted in original hard copy in the form of 'Bank Guarantee', then the same needs to be submitted as per the format available in GeM portal and shall indicate the GeM Order No. and item description. Supplier is to note that the Bank Guarantee 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.

[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 FOR 20 MONTHS FROM THE DELIVERY END DATE AS PER PURCHASE ORDER. IN CASE OF DELAY IN RECEIPT OF MATERIAL AT DESTINATION, PBG NEEDS TO BE SUITABLY EXTENDED BY SUPPLIER UPON RECEIPT OF NOTICE FROM OIL.

8. Bidders are required to note that the price quoted by them in the GeM portal shall be F.O.R. Destination Price inclusive of all taxes and duties, inland freight, transit insurance and any other charges as envisaged by the bidder.
9. Delivery will be at Duliajan and the item should come with proper packing to avoid any transit damage and moisture ingress.
10. The item to be procured should be brand new & free from all defects.
11. Materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 18 months from the date of dispatch/shipment or 12 months from the date of commissioning, whichever is earlier against defects arising from faulty materials, workmanship or design.
12. Amendment in Item specification related to lashing:

Specification Parameter Name Bid Requirement (All owed Values)	Present Description (84934837)	Amended Description (84934837)
Other technical specifications (Eyelets):	Metal or Plastic Eyelets conforming to size no. 28 or 30 of IS 4084-1978 (Reaffirmed 2001) at 1.50 mtrs. intervals (approx.) and should be placed inside the rope, double reinforced.	Metallic eyelets provided with reinforcement pieces conforming to dimensions as per size 28 or 30 of IS 4084 (latest Edition) shall be used at 1.50 meters intervals & at all corners and should be placed inside the rope, double reinforced.
Other technical specifications (Lashings):	12 mm dia. (made from 3 strands) Indian Sisal conforming to IS 1321-2003. 1.50 mtrs. long & should be double stitched along with the edge of the Tarpaulin. Rope should be covered by the edge of the Tarpaulin before double stitching.	12 mm dia. (Made from 3 strands) Indian Sisal conforming to IS 1321-2003. 1.50 meters long & should be fixed to the eyelet by splicing. Lashings to be provided in all the 4 corner eyelets & 1 each to be provided in the eyelet (at 1.5m) from the corner eyelet on all 4 sides. Total number of lashings 12.

5. 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. 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](#)