

## Bid Corrigendum

GEM/2024/B/5356616-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
3. 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.
4. Buyer Added text based ATC clauses

#### 1. Certificates & Approvals:

(i) The bidder should submit valid Test Certificate for the offered Electronic Time Cycle Controller (ETCC) along with the Bid, certifying that the ETCC is intrinsically safe for use in Gas Group IIA&IIB and Zone 1 & Zone 2 hazardous areas.

(ii) The Test Certificate must clearly indicate that the offered items has passed the tests as per the applicable standard confirming to or harmonised with Indian Standards of "Electrical apparatus for explosive gas atmospheres-Intrinsic safety 'i'", i.e., IS/IEC 60079-11: 2006 or IEC 60079-11: 2011 or equivalent standard EN60079-11: 2012 with reference to DGMS Notification G.S.R 1359(E) dtd. 18.10.2017 through Official Gazette.

(iii) Test reports conforming to the above relevant standards shall be from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facilities.

2. Guarantee/Warranty Certificate valid for a period of 18 months from the date of despatch or 12 months from the date of receipt, whichever is earlier. If any item is found defective, bidder has to repair/replace the same at free of cost basis including to and fro transportation.

3. Responsibility for replacement of either defective or dissimilar materials of order is to be under the scope of OEM/Indian authorised agent of OEM .Bidder must confirm it.

**4. 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 TREDIS 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).

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

6. 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 liable for rejection.

7. FORWARDING LETTER & INSTRUCTION TO BIDDERS, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, ALL ANNEXURES & PROFORMAS, BEC/ BRC, etc. attached in "Buyer Added Bid Specific ATC" tab. Bidders shall have to upload duly filled up Annexures and Proformas along with documentary evidence in support of evaluation criteria and item specifications as per tender along with the technical bid.

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.

9. Delivery Schedule:

1st Lot: (Qty: 53 Nos.) within 6 months from placement of PO.

2nd Lot: (Qty: 62 Nos.) within 9 months from placement of PO.

3rd Lot: (Qty: 62 Nos.) within 12 months from placement of PO.

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

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

## 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](#)