



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5842474  
Dated/दिनांक : 20-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-01-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-01-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
क्रैता ईमेल/Buyer Email	buyer6.oil.as@gembuyer.in
Total Quantity/कुल मात्रा	210
Item Category/मद केटेगरी	Hydrochloric Acid for Well Stimulation for (ONGC) (Q3)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid

<b>Bid Details/बिड विवरण</b>	
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Quality Assurance Plan document</b>	<a href="#">1737367285.pdf</a>
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

General Manager - Materials (HoD)

For more details in this regard, please refer to the Performance Security Clause contained in Annexure-II (General Notes to Bidders) that is uploaded in the "Buyer Added Bid Specific ATC Document" Clause of this tender.

(Oil India Limited)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	S Dhar
Designation of Competent Authority	Under Secretary to the Govt of India
Office / Department / Division of Competent Authority	MoP&NG (Flagship Programme Cell)
CA Approval Number	FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Competent Authority Approval Date	26-04-2022
Brief Description of the Approval Granted by Competent Authority	Limit for exemption of small purchase under Para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

**6. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

**Hydrochloric Acid For Well Stimulation For (ONGC) ( 210 metric tonne )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Packing	Packing Size	10, 20

**Additional Specification Parameters - Hydrochloric Acid For Well Stimulation For (ONGC) ( 210 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specifications:	Hydrochloric Acid, Commercial HCl content (a) Percentage by weight : 29% (Min.) (b) Specific Gravity: 1.145 - 1.150 (c) Conforming to: (i) IS:265-1976 (ii) IS:265-1993 (iii) IS: 6164-1971
UoM (Unit of Measurement):	The UoM against this tender is to be read as Kilo Litres (KL). The tendered qty. is therefore to be read as 210 KL. Bidders to quote accordingly.
Delivery Lot Size:	As mentioned in the Bid ATC Clause & Annexure-II (General Notes to Bidders) attached with this tender. Bidders to ignore the packing size mentioned in the main specification table above.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document	<a href="#">View</a>
Applicable Drawing Document	<a href="#">View</a>

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में )		
			Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____ तक पूरी कर ली जाए
1	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	52	0	180
			53	180	365
			52	365	545
			53	545	730

**Special terms and conditions-Version:2 effective from 28-03-2023 for category Hydrochloric Acid for Well Stimulation for (ONGC)**

**1. Technical**

**Materials procured are to be sampled and tested at destination prior to taking custody of the material.**

◦ **1.0 Destination sampling, bonding and de-bonding of bulk materials indigenous chemicals**

- 1.1 Each bag of the product should bear marking as per packing and marking instructions of tender documents. Lot will be sampled only if the packing is as per packing specification stipulated in the order. Representative of Chemistry Department will inspect the packing material used and record it in sampling/bonding report.

Items required for sampling/bonding of powder chemical: Sampling scoop / sampler, thread, needle, Sealing wax, polythene lined empty bags etc. to be provided by the **indenter**.

Sampler: Shape-Metallic scoop

Size -Length 35-40 cms, depending upon dimensions of packages.

- 1.2 Sample will be drawn from the offered lot and bonded by the representative of Chemistry Department in the presence of firm's representative, **for which an intimation shall be given by ONGC to the supplier. However, in case supplier does not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative.**

Sampling will be carried out as per procedure given below:

- a. Sampling will be done from each stack.
- b. Each stack shall not exceed 100/250MT(or as specified in Purchase order).
- c. Each stack will be placed properly and separately.
- d. Sampling will be done to the extent of 10 % (minimum) of the total number of bags offered at random.

The weight/volume of bags shall be verified randomly as per purchase order and record in the sampling/bonding certificate. The sample taken from individual packages shall be thoroughly mixed, quartered and packed properly. These samples will carry a label indicating identification details of the material and shall contain one seal each of ONGC and supplier.

**However, in case supplier does not depute its representative within time specified in intimation, ONGC shall carry out sampling without presence of supplier's representative and such bulk samples shall bear seal of ONGC only.**

- 1.3 The sampling/bonding certificate & label of sample shall indicate witness signatures of all the individual parties involved in the exercise.

Two samples will be sent to lab for test, one sample will be given to supplier and the fourth one is to be retained with Chemistry Department. Chemistry Department shall forward the sample directly to the lab, and only send the intimation to the Purchase Department regarding forwarding of samples to the lab for testing.

Testing of the sample will be carried out in the ONGC laboratories / ONGC approved laboratories. In all cases where sample has passed the test and there is no dispute, the sample will be destroyed after one month from the date of receipt of corresponding bulk consignment at the Project. In case of any dispute, these samples shall be retained till resolution of said dispute. Destruction / non-destruction of such samples shall not override the supplier's obligations under warranty / shelf life or any other supply order conditions. Samples will be tested in any of the following lab nearest to the ultimate consignee.

- a) Institute of Drilling Technology, ONGC, 9 Kaulagarh Road, Dehradun-248195.
- b) Dr. B.R. Ambedkar Regional Geoscience Laboratory, WOB Makarpura Road, ONGC Vadodara
- c) Regional Geoscience Laboratory, ONGC Colony Anna Nagar, Park Road, Chennai
- d) Regional Geoscience Laboratory, Phase -1 ONGC, Panvel, Navi Mumbai-401221
- e) Regional Geoscience Laboratory, Sivsagar, Assam
- f) Regional Laboratory, ONGC, Godavari Bhavan, Base Complex, Rajamundry-533106, East Godavari Dist (A.P)

◦ **2.0 Rejection of Bulk Sample**

In case the sample fails on testing of the material in ONGC approved laboratory, the entire lot shall be rejected and shall be replaced by the vendor immediately, latest within two weeks of such rejection. In the event of bulk sample getting rejected, the supplier **will be** asked to reprocess it and offer again.

◦ **3.0 Product Hazard / Safety:**

The supplier should comply with all laws & regulations regarding product hazard/ safety during manufacture. It shall be the responsibility of the supplier to obtain necessary Pollution control clearance certificate required for the manufacture of the item.

- 4.0 Essentiality Certificate where ever applicable will be provided within two weeks from date of receipt of acceptable proforma invoice at respective work centers

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

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. Generic

**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 Bid Specific ATC

Buyer Added text based ATC clauses

**1.0** Bidder's quoted price shall be on F.O.R. Duliajan Basis that shall be inclusive of all taxes and duties, fr eight, transit insurance charges and any other charges as envisaged by the bidder.

**2.0** Bidders are requested to fill up and duly seal and sign all the proformas & matrices attached in the "**Buyer Added Bid Specific Document Based ATC**" clause of the tender. These proformas / matrices will also form an important part of the tender document.

**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** 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.**

**5.0** Please refer to the General Notes to the Bidders contained in the document that has been uploaded in the "**Buyer Added Bid Specific Document Based ATC**" clause of this tender for important clauses like applicability of OIL's Banning Policy, Tax Collectible as Source (TCS), Restrictions on procurement from a country sharing Land Border with India, Performance Bank Guarantee (PBG), Settlement of Disputes, Queries Submission Timeline clause, Avoidance of Extension for Bid Submission clause, applicability of Indigenous Supplies Certificate (ISC) against concessional GST @12% and other important clauses mentioned therein, which form an integral part of the tender document.

**6.0** This tender has been floated for the purpose of direct delivery of Hydrochloric Acid to OIL's designated tanker on "**as & when required**" basis (through supplier's own arrangement) for a period of two (02) years.

**7.0** The delivery of Hydrochloric Acid is to be made directly to OIL's designated tanker on "**as & when required**" basis (through supplier's own arrangement) for a period of two (02) years, starting tentatively from

m 01.02.2025 onwards or from the date of placement of order whichever comes later. The prices quoted by the bidder against this tender shall be firm and valid during this two-year period in the event of award of order. No increment in price of the item during this period shall be entertained by OIL.

**8.0** Individual supply notice shall be issued on "**as & when required**" basis. Quantity against each supply lot will be in the range of 3 KL (minimum) to 5 KL (maximum). For knowing actual quantity of acid to be delivered and other delivery related information, Supplier shall contact the concerned officials of Chemical Department, whose contact details shall be provided in the individual supply notice.

**9.0** Delivery of the acid is to be made upon receipt of individual supply notice within seven (07) working days excluding Sundays and Public Holidays. Suppliers have to strictly adhere to the delivery schedule. Supply of Hydrochloric Acid to be made on F.O.R. Duliajan basis.

**10.0** The Supplier shall provide one sample of Acid (Qty. of sample shall be specified in individual delivery advice) to Chemical Laboratory, Chemical Department, Oil India Limited, Duliajan for testing prior to delivery of material to OIL's designated tanker.

However, delay in testing (if any) by OIL shall not be counted in the seven (07) day delivery period as mentioned in Point No. 9.0 above.

**Note:** OIL's designated tanker shall be within Duliajan Town for delivery.

**11.0** The supply tanker should have delivery pump for delivery of the acid to OIL's tanker.

**12.0** The supply tanker should have sampling point to collect sample for testing.

**13.0 Prior experience criteria and annual turnover criteria have been waived off to encourage participation of "start-up" industries and MSE enterprises.**

**14.0 FALL CLAUSE:** Fall Clause shall be **APPLICABLE** as under:

**14.1** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods Procurement of GOODS or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

**14.2** The above stipulation shall, however, not apply to:

**(a)** Exports by the contractor

**(b)** Sale of Goods as original equipment at prices lower than the prices charged for normal replacement

**(c)** Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates.

**14.3** The Supplier / Contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill / the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

**15.0** After getting the order, the successful bidder is required to get in touch with OIL's procurement official in connection with the issuance of Indigenous Supplies Certificate (ISC) that will be obtained by OIL from the Directorate General of Hydrocarbons (DGH) in order to avail concessional GST @12% benefit.

**Note:** The staggered delivery schedule [which divides the entire supply qty. in four (04) lots] as specified in this main tender document has been mentioned in order to facilitate smooth issuance of ISC, since an ISC once issued by DGH shall be valid for a period of six (06) months from the date of issue and can be utilized very well for individual supply advices issued within the six (06) month validity period of ISC.

**16.0** Packing of the item shall be adequate to avoid moisture ingress & transit damage.

**17.0** The supplier should comply with all applicable laws & regulations regarding product hazard / safety during manufacture of the item. It shall be the responsibility of the supplier to obtain the necessary approval(s) / certificate(s) from the concerned Government Agencies / Authorities required for the manufacture of the item.

**18.0** The Special Terms & Conditions - Version: 2 effective from 28.03.2023 as mentioned above will not be applicable for this tender, since this tender has been floated for the requirement of Oil India Limited (OIL) and not ONGC. Bidders to take a note of the same while bidding.

**19.0 EMD is not applicable in this tender. However, submission of Bid Securing Declaration as per Proforma - 4 contained in the "Buyer Added Bid Specific Document Based ATC" clause of this tender is mandatory, without which the bids will become liable for rejection.**

#### 4. **Generic**

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. **Certificates**

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.

#### 6. **Generic**

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 %.

#### 7. **Buyer Added Bid Specific ATC**

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

#### 8. **Generic**

**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

#### 9. **Purchase Preference (Centre)**

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.

#### 10. **Generic**

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.

**11. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**12. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Oil India Limited  
payable at  
Duliajan

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**13. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Oil India Limited  
Account No.  
10494832599  
IFSC Code  
SBIN0002053  
Bank Name  
State Bank of India  
Branch address  
Duliajan

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

**14. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**15. Generic**

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

**16. Certificates**

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.

**17. Generic**

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.

#### 18. **Generic**

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.

#### 19. **Generic**

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

Bidder will provide Proforma Invoice against individual lots within the no. of days as specified by OIL's procurement official after placement of Purchase Order.  
days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

#### 20. **Generic**

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.

## **Disclaimer/अस्वीकरण**

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**