



Bid Number: GEM/2025/B/6637470

Dated: 15-09-2025

### **Bid Corrigendum**

#### GEM/2025/B/6637470-C5

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
- 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. 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.
- 4. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 5. Buyer Added text based ATC clauses

### **Technical corrigendum dated 15-09-2025:**

<u>Modification:</u> Corrosion Rate as mentioned in Clause 6.2, Clause 8.22, Clause 10.9 has been re vised to 3 MPY

# <u>Sub: Contract for Comprehensive Corrosion Control Program (CCCP) for CDU/VDU at NRL site,</u> Numaligarh

File ref: PUR-OPRNS-1010467

Pre-bid meeting: Applicable, on 10-09-2025 via MS team videoconferencing

# **PRE-QUALIFICATION CRITERIA (PQC):**

The bidder shall have the experience of handling Comprehensive Corrosion Control Treatment Program in Crude & Vacuum Distillation Unit of any Indian Refinery for at least one year in the last five years. Bidder shall submit the following documents along with the offer in support of their claim to meet the PQC.

- 1. Purchase Order Copy of similar job as mentioned in PQC
- 2. Job Completion Certificate duly signed by the competent authority of the company where the job has be en completed.

### **Tentative Delivery Schedule**

- 1. Contractual period will start from 1st Feb'2026.
- 2. Vendor shall ensure for chemicals to complete chemical treatment program for overhead corrosion cont rol in CDU/VDU till the period of completion of 4.0 MMT crude processing & additional 1% slop processing or 15 months from the date of handing over of site whichever earlier. Bidder shall consider the same while submitting offer.
- 3. NRL shall have the right to terminate the contract in case of continued under performance with respect to the guaranteed parameters or noncompliance of any general conditions of the contract with a notice period of two months.
- 4. The Vendor must supply the first batch of chemicals and complete all applicable resource mobilization, 15 working days before the start date of the program.
- 5. Delivery shall be in a staggered manner. However chemical stock of 6 months shall be maintained at si te.

## **Payment Terms:**

Unless otherwise specified in Technical/Buyer Specification, payment term shall be as follows:

- 1. Payment against Service charge (Technical support & Assistance) shall be released on monthly basis af ter EIC certifies the invoice raised by vendor.
- 2. Chemical Consumption Payment will be made on bi-monthly basis on actual or Pro-rata basis whicheve r is less, after deduction of penalties, if any.
- 3. Final Penalty is the sum of all individual penalties as per performance guarantee & liabilities. The maxi mum penalty deduction will be 30% against the bimonthly billed amount.
- 4. In case of higher bimonthly consumption of chemical with respect to quoted quantity, same has to be s upplied free of cost by the vendor.
- 5. Bimonthly Chemical Quantity Consumed for billing shall be calculated as follows:
- a. On actual bimonthly consumption  $\underline{or}$  (X (quoted qty)/ (4000+1% slop) in TMT) \* Y (crude processing per month in TMT), whichever is less.
- b. This calculation will be done individually for each chemical.
- \* See Technical specification document & ATC for detailed tender compliance documents

# **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.

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- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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