

Bid Corrigendum

GEM/2024/B/4843420-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. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
OIL INDIA LIMITED
Account No.
10494832599
IFSC Code
SBIN0002053
Bank Name
STATE BANK OF INDIA
Branch address
DULIAJAN
. Bidder to indicate bid number and name of bidding 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 along with bid.
2. 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.
3. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
OIL INDIA LIMITED
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
4. 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.

5. 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.
6. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
7. Buyer Added text based ATC clauses

CORRIGENDUM NO. 1 DATED 22.04.2024 to GeM-TENDER NO. GEM/2024/B/4843420: Hiring of Services for Engineering, Design, Installation and commissioning of new Control and Instrumentation cable network, at LPG Recovery & Filling Plant of Oil India Limited, Assam.

This Corrigendum is issued to notify the following changes:

- 1.0** Clause No. E 8.1 (v) has been added to Scope of Work (SOW), and to be read in addition to existing. (Page no. 11-12 of the document).

Quote:

8.1 (v) *Since the existing Cable Trays in the Plant are located up to a height of 4.5 Mtrs approximately, the scope of work defined will involve Work at Height. Wherever applicable, when persons are required to work at a height of more than 1.8 meters above ground, suitable working platform with standard railing and handrails should be provided. CONTRACTOR shall arrange and provide metal scaffolding along with the requisite accessories and other materials in line with OISD-GDN-192 to carry out the works as defined in SCOPE OF WORK of this tender. The scaffolding should be fixed, relocated as required during the work, and then dismantled and cleared from the site by the contractor upon completion of the work.*

Moreover, as per OISD GDN 207 - Contractor Safety, the following Indian Standards are to be followed for the safety while working on scaffolds as per the requirement of workplaces

- *IS: 2750 - Specification for Steel scaffolding*
- *IS: 3696 - Safety Code for Scaffolds and Ladders, Part-I: Scaffolds*
- *IS: 4014 - Part I & II Code of Practice for Steel Tubular Scaffolding*

: Unquote

- 2.0** The following point has been incorporated in 'Clause Nos. **3.0 (i), (ii) & (v)** of Point No. E i.e., Project Definition & Scope of Work' of Scope of Work (SOW) and to be read in addition to existing. (Page no. 3-4 of the document).

Quote:

CONTRACTOR shall arrange and provide metal scaffolding along with the requisite accessories and other materials in line with OISD-GDN-192 to carry out the works as defined in SCOPE OF WORK of this tender. Additionally, it will be the responsibility of Contractor for fixing, re-locating, dismantling and clearance of metal scaffolding as required for work at height as per guidelines defined under Clause E 8.1 (v)

: Unquote

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

8. 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](#)