Bid Number: GEM/2024/B/5640354
Dated: 06-01-2025

Bid Corrigendum

GEM/2024/B/5640354-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) : Supply Installation Testing and Commissioning of Goods
3. 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
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
6. **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
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8. 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 (Rate)
   dated
   13/07/2022
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
17. Buyer Added text based ATC clauses
1. <u>Queries Submission Timeline clause</u> -

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

nded to by OIL.

Queries must be submitted in writing via email to **ujjwal_gogoi@oilindia.in**. Please ensure that t he 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 step s to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a onetime 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 **ujjwal_ gogoi@oilindia.in**), submitted in accordance with the procedures outlined in this tender docume nt.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of th e 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 s ubmission due date unless absolutely necessary due to unforeseen and unavoidable circumstanc es.

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

3. Bidders to take note of the **BEC/BRC available in Buyer Specification Document** and sub mit documents accordingly.

4. Bidders to take note of the **Additional Terms & Conditions available in Buyer Specificati on Document**. In case, no remarks are submitted / left blank against the Additional Terms & Con ditions given in Buyer Specification Document, then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

5. Bidders to submit **Undertakings as per Exhibits-I, II & III given in Buyer Specification D ocument**.

6. Bidders to submit **Undertaking towards submission of authentic information / docume nts as per Proforma-4 given in Buyer Specification Document.**

7. Bidders to submit **Undertaking for Local Content as per Proforma-5 given in Buyer Spe cification Document.** The undertaking shall be supported by a certificate from the statutory aud itor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of other than companies) giving the percentage of loc

al content.

8. <u>The hard copy of the bid security / EMD (for mode of submission other than online payment / eBG) is to be submitted in original in sealed envelope superscribed with GeM Bid No. and Bid End Date to GM-Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam within the Bid Closing Date & Time</u>, failing which the bid shall be treated as incomplete & lead to rejection of the bid by buyer without making any reference to the seller. Also, **scanned copy of the same shall be mandatorily uploaded by the bidder in their online bid. This is in supersession of GeM GTC allowing for submission of hard copy of bid security / EMD within 5 days of Bid Closing Date.**

9. If Bank Guarantee is submitted towards 'Bid Security', then seller has to ensure that the Bank Guarantee issuing bank indicates the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

10. Bid Security / EMD must be valid for minimum 135 days from the original bid closing date (08/01/2025), i.e. valid up to minimum 23/05/2025. Offers received with lesser Bid Security validity shall be straightway rejected.

11. Goods shall be subjected to stage wise inspection carried out in presence of any one of the following OIL approved Third Party Inspection (TPI) agency –

(i) M/s Llyods

(ii) M/s Bureau Veritas

(iii) M/s Rites

(iv) M/s IRCLASS System and Solutions Private Limited

(v) M/s Tuboscope Vetco*

(vi) M/s DNV MES India Private Limited

*__Note__: M/s Tuboscope Vetco should not be engaged until they establish office in India.

TPI charges are included in quoted prices, and no additional charges shall be paid by Owner (OIL). Quoted price are inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.

12. Minutes of Pre-Bid Meeting is available in the Buyer uploaded ATC Document.

13. Corrigendum dated 06/01/2025 has been issued and is available in the Buyer uploaded ATC Document. Bidders to take note of the same.

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18. 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

1. Minutes of the pre-bid conference can be accessed through the attached link → MoM_PreBid_5640354.pdf

2. Bidders to take note of the following amendments to the tender (Corrigendum dated 06/01/2024):

Sl No	Clause Number	Existing Clause / Specifications	Amended Clause / Specifications
1	**2.1 (a) of BEC/BRC (Annexure-II of Buyer Specification Document)**	The bidder should be a manufacturer of **Similar Item*** and the bidder shall be in the business of manufacturing the same for the last 5 years as on original bid closing date of this tender. In this regard, the bidder should submit the copy of purchase order(s) and proof of supply/commissioning report(s)/performance report(s) along with bid.	~~The bidder should be a manufacturer of **Similar Item*** and the bidder shall be in the business of manufacturing the same for the last 5 years as on original bid closing date of this tender.~~ ~~In this regard, the bidder should submit the copy of purchase order(s) and proof of supply/commissioning report(s)/performance report(s) along with bid.~~ **(CLAUSE DELETED / NOT APPLICABLE)**
2	**Note to Clause 2.1 (a) & 2.1 (b) above of BEC/BRC (Annexure-II of Buyer Specification Document)**	***Similar item means:** Turbine Based Water Mist Generator mounted on trailer or chassis conforming to the technical specification of this bid document.	***Similar item means**: Turbine Based Water Mist Generator conforming to the technical specification of this bid document, mounted on trailer or vehicle chassis.
3	**4.0(A)(6) under Annexure-I (Part-B) of Buyer Specification Document**	Item: Deck Engine for Booster pump etc. Description: Bidder to confirm the followings: (i)The deck engine should be vibration isolated from the Truck's Deck by means of suitable anti-vibration mounting. In addition, the bidder should confirm that sufficient space is available for maintenance of engine on the unit. (ii) The offered Engine shall conform to U.S. EPA Tier 4 Final/ EU Stage V/ BS V / equivalent or higher emission standard as applicable in India at the time of delivery of the unit. (iii) A PESO approved spark arrestor, if required, for operations in plant area shall be mounted in the Engine.	Item: Deck Engine for Booster pump etc. Description: Bidder to confirm the followings: (i)The deck engine should be vibration isolated from the Truck's Deck by means of suitable anti-vibration mounting. In addition, the bidder should confirm that sufficient space is available for maintenance of engine on the unit. (ii) The offered Engine shall conform to U.S. EPA Tier 4 Final/ EU Stage VI/ BS VI / equivalent or higher emission standard as applicable in India at the time of delivery of the unit. (iii) A PESO approved spark arrestor, if required, for operations in plant area shall be mounted in the Engine.

Sl No	Clause Number	Existing Clause / Specifications	Amended Clause / Specifications
		(iv) The engine should be capable of developing at least 10% more power than the net minimum BHP requirement of the Pump input when running at the rated speed of the pump and at the site & duty conditions as specified above. (v) Detail calculation to justify that BHP of the offered prime mover (deck engine) is suitable to meet the booster pump's requirement as specified in the tender.	(iv) The engine should be capable of developing at least 10% more power than the net BHP requirement of the Pump input when running at the rated speed of the pump and at the site & duty conditions as specified above. However, rated rpm of the engine should not exceed 2200 rpm (maximum). (v) Detail calculation to justify that BHP of the offered prime mover (deck engine) is suitable to meet the booster pump's requirement as specified in the tender.
4	**9.1 under Annexure-I (Part-B) of Buyer Specification Document**	**Inspection of Turbine Based Water Mist Generator**: Inspection and performance testing of Turbine Based Water Mist Generator needs to be carried out at the OEM's works by OIL's representatives (Fire Service, CMT, Instrumentation Dept., Logistics Dept., Field Engineering & Materials Dept.) before the dispatch of the Turbine (consignment) to the supplier's works for installation on the truck chassis. The bidder/supplier should intimate the date of inspection to OIL at least forty-five (45) days in advance to complete the necessary internal formalities for OIL's personnel to visit the OEM's works. The cost incurred towards to-and-fro travel, boarding and lodging of OIL's personnel in connection with the visit to OEM's works shall be borne by OIL. Verification of the performance parameters of the offered system shall be carried out during the inspection. OEM / Supplier shall arrange & extend all the facilities including Operator(s), all consumables for the smooth inspection & testing of Turbine based water mist generator, without any additional cost.	**Inspection of Turbine Based Water Mist Generator**: Inspection and performance testing of Turbine Based Water Mist Generator needs to be carried out at the OEM's works by OIL's representatives (Fire Service, CMT, Instrumentation Dept., Logistics Dept., Field Engineering & Materials Dept.) before the dispatch of the Turbine (consignment) to the supplier's works for installation on the truck chassis. The bidder/supplier should intimate the date of inspection to OIL at least forty-five (45) days in advance to complete the necessary internal formalities for OIL's personnel to visit the OEM's works. The cost incurred towards to-and-fro travel, boarding and lodging of OIL's personnel in connection with the visit to OEM's works shall be borne by OIL. Verification of the performance parameters of the offered system shall be carried out during the inspection based on the performance parameters given in Clause 6.0 under Annexure-I of Buyer Specification Document including the control system but except the foam system. Supplier / OEM of Turbine system should make provisions for testing of the Turbine system at works of the turbine manufacturer using outside water source and a test pump. OEM / Supplier shall arrange & extend all the facilities including Operator(s), all consumables for the smooth inspection & testing of Turbine based water mist generator, without any additional cost.
5	**9.2 under Annexure-I (Part-B) of Buyer Specification Document**	**Stage-wise Inspection (During Fabrication of chassis)**:	**Stage-wise Inspection (During Fabrication of Unit)**:

OIL INDIA LIMITED

Pre-Bid Meeting Minutes

Tender No: GEM/2024/B/5640354

Name of Work: Truck mounted Turbine Based Water Mist Generator System

Date & Time: 13/12/2024 (09:00AM)

Venue: Kolkata

The pre-bid meeting was organized to address the queries raised by the bidders for the said tender within the pre-bid query submission deadline. OIL discussed and clarified the queries pointwise. The queries received & clarifications given, if any during the meeting are placed as **Annexures–I & II**. It was mentioned in the meeting that the final reply against each pre-bid query shall be published in tender portal and same will be treated as part of the Tender conditions and shall be binding to both OIL and Bidders.

The meeting ended with a vote of thanks to the chair.

OIL's Representative			
Sl. No.	Name	Designation	Signature
01	M. B. Sarma	ED (HSE & ESG)	
02	RK Singh	CGM (Fire Services)	
03.	J. K. Das	GM - CMT	
04	P K Das	GM - FE	
05	Jugal Kishore Mallik	Sr. Manager (F&A)-KO	
06	Ujjwal Jyoti Gogoi	DGM - Materials	
07	S. K. Roy	GM - Materials	
08.	Bharat Das	DGM - Logistics	
09.	Ranag Barkakati	SE - INST	
10.	Sumit Kumar	SE - FS	
Bidder's Representative			
Sl. No.	Name	Designation	Signature
01.	Ankit Kumar Tiwari	Engineer	
02.	Mahin Jamal	Engineer - NAFFCO INDIA	

Pre-Bid Queries & Responses

Tender No. GEM/2024/B/5640354
Description: Truck mounted Turbine Based Water Mist Generator System

Bidder's Name: M/s Naffco India Private Limited

Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
1	GeM Bid Document (Page 2/11) - Payment Timelines	Payments shall be made to the Seller within **21** 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)	Since it's a high value equipment, we request you to make stage Wise part payment to support. 1. Advance 15% 2. 30% against purchase of Turbine unit. 3. 25% against FAT of Turbine. 4. 30% after delivery on site.	Since OIL will be buying the unit as a complete system, part payment as requested is not acceptable. **There shall be no change to the payment terms as given in the tender.**
2	Clause 9.1 under Annexure-I of Buyer Specification Document (Page 18)	**Inspection of Turbine Based Water Mist Generator**: Inspection and performance testing of Turbine Based Water Mist Generator needs to be carried out at the OEM's works by OIL's representatives (Fire Service, CMT, Instrumentation Dept., Logistics Dept., Field Engineering & Materials Dept.) before the dispatch of the Turbine (consignment) to the supplier's works for installation on the truck chassis. The bidder/supplier should intimate the date of inspection to OIL at least forty-five (45) days in advance to complete the necessary internal formalities for OIL's personnel to visit the OEM's works. The cost incurred towards to-and-fro travel, boarding and lodging of OIL's personnel in connection with the visit to OEM's works shall be borne by OIL. Verification of the performance parameters of the offered system shall be carried out during the inspection. OEM / Supplier shall arrange & extend all the facilities including Operator(s), all consumables for the smooth inspection & testing of Turbine based water mist generator, without any additional cost.	Please clarify the parameters you will inspect on Turbine at OEM works, due to Turbine will not be fixed to the water pump. Under Make in India Policy, we will be importing the Turbine unit and its controls from our OEM partner and then assemble it on the Truck chassis and couple with water pump and foam system and fuel tanks for the turbine fuel supply. All these components will be procured in India and assembled in our India actory. Performance parameters of the Turbine can only be verified by connecting it to an outside water source and a test pump. Hope the same is acceptable. Please confirm.	The Turbine system shall be inspected by OIL's officials based on the performance parameters given in Clause 6.0 under Annexure-I of Buyer Specification Document (Page 16-17) including the control system but except the foam system. Supplier / OEM of Turbine system should make provisions for testing of the Turbine system at works of the turbine manufacturer using outside water source and a test pump.

Chogri

Barua/Barkakoty

B. DAS Dy GM C/L

(C R Das)

JKDAS GM-CMT 13/12/2024

(D K Singh)

13/12/24 (M B Sarma)

(S K Roy)

Sumit Kumar SE-FS

- Mahin Jamal

Bidder's Name: M/s Naffco India Private Limited

Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
3	Clause M under Annexure-III of Buyer Specification Document (Page 38)	**INDIGENOUS SUPPLIES CERTIFICATE**: The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of **GST @12% against Indigenous Supplies Certificate {formerly known as Essentiality Certificate (EC)} for invoice having material value Rs. 1 Lakh and above** will be applicable as per **Notification No. 3/2017-Integrated Tax (Rate), dated the 28th June, 2017 (Amended vide Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022)**. In the event of order, Supplier/OEM must provide Proforma Invoice for processing for EC application at least 01 (one) month before scheduled delivery and OIL will issue Indigenous Supplies Certificate (ISC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account. **As such, bidders are requested to quote GST@12% (against Indigenous Supplies Certificate) only if the total material value is greater than or equal to Rs. 1 Lakh. In case, the total material value is less than Rs. 1 Lakh, bidders will be required to quote the applicable GST rate.**	Please clarify if we need to consider 12% GST on overall price of the complete unit based on sales price or we need charge 12% GST only on the Indian portion and for imported portion 18% IGST is applicable.	Bidders to consider concessional GST @12% on the overall price of the complete unit. For availing the concessional GST @12%, proforma invoice needs to be submitted by the supplier at least 01 (one) month before scheduled delivery. For AMC, bidders to consider the applicable GST rate.
4	Clause 14.0 (including sub-clauses) under Annexure-IV of Buyer Specification Document (Page 61-63)	**Insurance**	Since our scope is limited to the supply and after sales and service maintenance, we request OIL to take insurances of the equipment under their own policy cover. We as a supplier can provide Insurance cover of the machine during transit i.e. transit insurance and EPF/ESIC for AMC staff.	Clause 14.0 (including sub-clauses) under Annexure-IV of Buyer Specification Document (Page 61-63) is applicable during Annual Maintenance Contract (AMC) of 5 years. Insurance during the AMC period shall be obtained by the supplier excluding the insurance for the unit. **Bidders / Supplier to comply the clauses given thereunder.**
5	Clause 14.5 under Annexure-IV of Buyer Specification Document (Page 61)	**Waiver of subrogation:** All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: *"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."*	Indian insurance companies as per general practice doesn't issue waiver of subrogation policy cover. Request you to remove.	OIL will review and revert.

Pre-Bid Queries & Responses

Tender No. GEM/2024/B/5640354
Description: Truck mounted Turbine Based Water Mist Generator System

Bidder's Name: M/s Rajshree Enterprises

Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
1	GeM Bid Document (Page 4/11) - Pre Bid Detail(s)	Place for Pre-Bid conference: Kolkata. Exact venue shall be communicated nearer the time. Interested bidder(s) are requested to submit their pre-bid queries (preferably in MS-Word format) at least 5 working days before the scheduled date of pre-bid conference to mail id: ujjwal_gogoi@oilindia.in	We kindly request you to conduct the pre-bid meeting through a Virtual conference meeting as we are not able to attend the meeting in person.	Party has withdrawn their request and confirmed vide e-mail dated 02/12/2024 to participate in the pre-bid conference.
2	Clause 9.1 under Annexure-I of Buyer Specification Document (Page 18)	**Inspection of Turbine Based Water Mist Generator**: Inspection and performance testing of Turbine Based Water Mist Generator needs to be carried out at the OEM's works by OIL's representatives (Fire Service, CMT, Instrumentation Dept., Logistics Dept., Field Engineering & Materials Dept.) before the dispatch of the Turbine (consignment) to the supplier's works for installation on the truck chassis. The bidder/supplier should intimate the date of inspection to OIL at least forty-five (45) days in advance to complete the necessary internal formalities for OIL's personnel to visit the OEM's works. The cost incurred towards to-and-fro travel, boarding and lodging of OIL's personnel in connection with the visit to OEM's works shall be borne by OIL. Verification of the performance parameters of the offered system shall be carried out during the inspection. OEM / Supplier shall arrange & extend all the facilities including Operator(s), all consumables for the smooth inspection & testing of Turbine based water mist generator, without any additional cost.	Please confirm whether 3rd party inspection agency will also be present during the inspection stage of the turbine unit. Performance parameters cannot be tested on a standalone turbine unit since the whole system works after complete integration. Since, the performance parameters as per the technical specifications can only be tested after mounting of the turbine unit on the truck chassis and the integration with the water pump etc. We request the inspection of the turbine unit should be removed.	a) 3rd party inspection agency will not be required during inspection of the Turbine system at works of the Turbine manufacturer. b) The Turbine system shall be inspected by OIL's officials based on the performance parameters given in Clause 6.0 under Annexure-I of Buyer Specification Document (Page 16-17) including the control system but except the foam system. Supplier / OEM of Turbine system should make provisions for testing of the Turbine system at works of the turbine manufacturer using outside water source and a test pump.
3	Clause 9.2 under Annexure-I of Buyer Specification Document (Page 18)	**Stage-wise Inspection (During Fabrication of chassis)**: Prior to dispatch of complete unit from supplier's works, stage-wise inspection & testing shall be carried out in presence of OIL's personnel and Third Party Inspection Agency to be engaged by the supplier. The supplier shall intimate OIL at least 15(fifteen) days in advance about the scheduled stage inspection.	Please confirm whether the Third Party Inspection Agency has to be engaged by us for all the stages of inspection or only final stage of inspection.	The Third Party Inspection Agency has to be engaged by the supplier for all the stages of inspection detailed under Clause 9.2 of Annexure-I. However, heading of Clause 9.2 to be read as - "Stage-wise Inspection (During Fabrication of **unit**)".

Chogri Ramraj Barkakoti B.DAS DGM-2 OIL (R K Das) JK DAS GM-CMT (S K ROY) (R K Singh) Sumit Kumar SE-IS 13/12/24 (M. B. Sarma) ANKIT KR. TIWARI

Bidder's Name: M/s Rajshree Enterprises

Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
4	GeM Bid Document (Page 11/11) - Additional Clause For Annual Maintenance Charges & Section-II under Annexure-IV Buyer Specification Document (Page 18)	**GeM Bid Document (Page 11/11) - Additional Clause For Annual Maintenance Charges** **4.** Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges. **5.** Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly. **Section-II under Annexure-IV Buyer Specification Document (Page 18)** **Performance Security**: 5% of annualized contract value. Validity of the performance security / contract performance guarantee towards AMC shall be for 03 (three) months beyond the contract period.	Please confirm percentage of Performance Security applicable for AMC.	The Performance Security for AMC shall be applicable @5% of annualized Annual Maintenance Contract value. Accordingly, in Section-II under Annexure-IV, Performance Security to be read as - "5% of annualized **annual maintenance** contract value. Validity of the performance security / contract performance guarantee towards AMC shall be for 03 (three) months beyond the contract period. "

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Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
5	GeM Bid Document (Page 6/11) - Buyer Added Bid Specific Terms and Conditions & Clause M under Annexure-III Buyer Specification Document (Page 38-39)	**GeM Bid Document (Page 6/11) - Buyer Added Bid Specific Terms and Conditions** **8.** 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 (Rate) dated 13/07/2022 **Clause M under Annexure-III Buyer Specification Document (Page 38-39)** **INDIGENOUS SUPPLIES CERTIFICATE**: The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence concessional rate of **GST @12% against Indigenous Supplies Certificate {formerly known as Essentiality Certificate (EC)} for invoice having material value Rs. 1 Lakh and above** will be applicable as per **Notification No. 3/2017-Integrated Tax (Rate), dated the 28th June, 2017 (Amended vide Notification No. 08/2022-Integrated Tax (Rate) dated 13th July, 2022)**. In the event of order, Supplier/OEM must provide Proforma Invoice for processing for EC application **at least 01 (one) month before scheduled delivery** and OIL will issue Indigenous Supplies Certificate (ISC), where concessional rate of GST @12% will be applicable. Supplier shall affect dispatch only on receipt of this certificate from OIL, failing which all related liabilities shall be to Supplier's account. **As such, bidders are requested to quote GST@12% (against Indigenous Supplies Certificate) only if the total material value is greater than or equal to Rs. 1 Lakh.** In case, the total material value is less than Rs. 1 Lakh, bidders will be required to quote the applicable GST rate.	As mentioned, GST percentage applicable mentioned is for goods. The GST percentage applicable for services is however, not clarified. Since, prices for AMC have to be submitted as percentage of the equipment. Please confirm the GST percentage applicable for the AMC services.	GST rate as applicable for services shall have to be considered by bidders for AMC services.

Bidder's Name: M/s Rajshree Enterprises

Sl. No.	Clause No. & Page No.	Tender Clause / Provision	Clarification sought	OIL's Response
6	Clause 2.1(a) under BRC-BEC (Annexure-II of Buyer Specification Document) (Page 21-22)	The bidder should be a manufacturer of **Similar Item*** and the bidder shall be in the business of manufacturing the same for the last 5 years as on original bid closing date of this tender. In this regard, the bidder should submit the copy of purchase order(s) and proof of supply/commissioning report(s)/performance report(s) along with bid.	We are manufacturing the Turbine based Watermist Generator mounted on truck chassis with compliance to Make in India policy. It is requested to delete this clause to allow for wider participation.	OIL will review and revert.