

Bid Corrigendum

GEM/2022/B/2407020-C8

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. Buyer Added text based ATC clauses

AA) The items of the tender are non- splitable hence, PO for 1st lot of 10 Nos and 2nd lot of 10 Nos of plunger lift systems shall be placed on same L1 bidder. The supplier shall initially supply 1st lot of 10 Nos. of plunger lift system. After successful Supply, Installation & Commissioning of 1st lot, OIL shall allow the supplier to supply 2nd lot of 10 Nos. of plunger lift system. However in case 1st lot is not found acceptable by OIL, then 2nd lot shall be deleted from scope of the PO.

BB) The Successful bidder will be required to furnish Performance Bank Guarantees for each lot as below:

1st PBG @ 3% of cost for Materials, Well monitoring & optimization cost during warranty period to be submitted after receipt of PO. The 1st Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

For AMC, 2nd PBG @ 3% of 2 years AMC, Mandatory material /equipment /spares required during AMC of 2 years value to be submitted prior to expiry of 1st PBG. The 2nd Performance Security must be valid for 3(three) months beyond the AMC period indicated in the Purchase Order/contract agreement.

Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

CC) The Costs of

(i) Well monitoring, Optimization & Maintenance during Warranty for each lot.

(ii) Post Warranty AMC for a period of 02 years for each lot. and

(iii) Mandatory material /equipment /spares required during AMC of 2 years for each lot.

should be shown in Schedule B only (Price break up of items whose cost is not to be included in "GeM price schedule") and should be uploaded under "Financial Documents" only and not in Technical bid as it shall lead to rejection of the bid. These costs should not to be included in "GeM price schedule".

The cost of these will be considered for evaluation of the tender. Separate PO's will be placed outside GeM for these .

SCHEDULE B - PRICE BREAK UP OF ITEMS WHOSE COST IS NOT TO BE

INCLUDED IN “GEM PRICE SCHEDULE”.

		Qty	Unit Price (In Rs) including GST	Applicable GST rate
1N	Well Monitoring & Optimization during warranty period total 6 visits for 1 year (1 st Lot)	6 Visit		
2N	2 years Post Warranty AMC (Well monitoring and optimization, Preventive/Break-down Maintenance) total 12 visits for 2 years (1 st Lot)	12 Visit		
3N	Mandatory material /equipment /spares required during AMC of 2 years (1 st Lot)	1 Lot		
4N	Well Monitoring & Optimization during warranty period total 6 visits for 1 year (2 nd Lot)	6 Visit	Same as 1N above	
5N	2 years Post Warranty AMC (Well monitoring and optimization, Preventive/Break-down Maintenance) total 12 visits for 2 years (2 nd Lot)	12 Visit	Same as 2N above	
6N	Mandatory material /equipment /spares required during AMC of 2 years (2 nd Lot)	1 Lot	Same as 3N above	

DD) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

“ Banning Policy dated 6th January, 2017 as uploaded in OIL’s website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website,

the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work."

EE) AMENDMENT NO. 2 DATED 30.08.2022 TO GEM/2022/B/2407020

This amendment is issued for the following:

1) To amend following BRC Technical clauses (Annexure – III) of tender as below:

Clause No.	EXISTING clause	AMENDED clause
2.1.2	The bidder (OEM) should have experience of Successful Supply alongwith Installation & Commissioning of 5 Nos of plunger lift systems in a single purchase order to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/ supply house).	The bidder (OEM) should have experience of Successful Supply alongwith Installation & Commissioning of 5 Nos of plunger lift systems in a single purchase order to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).
2.1.3	The bidder (OEM) should have successfully enhanced production by minimum 20% averaged over 05 (Five) nos. of wells in a single order during testing of the well sustained for at least for a period of 15 days via application of the Plunger Lift System in any E&P companies/Oil & Gas Companies during last 3 (three) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/ distributor/ dealer/ supply house), Bidder to submit proof of enhancement of production in minimum 5 nos. of wells where plunger lift system was installed within the past 3 years in a single order. The proof should be provided/verified by the company where the Plunger Lift System has been installed successfully. The verification should have all the details of pre and post plunger lift performance and the amount of production gain.	Clause deleted.
2.1.4	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as: (i) Satisfactory supply /completion/installation report (OR) (ii) Bill of lading, Commercial Invoice/Payment Invoice (OR) (iii) Consignee receipt, delivery receipt (OR)	A. The bidder shall submit the following documents in support of successful execution of past supply /contract, as applicable under clause 2.1.2 along with the bid. a) Copy(ies) of Purchase Order(s) / Contract document(s), "AND" b) Any of the following documents that confirms the successful execution of the order(s)- 1.Bill of Lading. 2. Satisfactory Completion/Installation Performance/Commissioning Report from the

	(iv) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice (OR) (v) Any other documents which shall prove that the bidder has successfully executed such order(s). Documentary evidence for the successful Installation and Commissioning of each Purchase Order - Copies of any of the documents in respect of satisfactory Installation and Commissioning of each of those Purchase Orders, such as - (i) Satisfactory completion / Installation report (OR) (ii) End of Well Report (OR) (iii) Well Completion Certificate from the end user (OR) (iv) Any other documentary evidence that can substantiate the satisfactory Installation and Commissioning of each Plunger Lift System of the purchase orders cited above.	clients. 3. Any other documentary evidence that can substantiate the successful execution of the aforesaid Purchase Order(s)/contract(s). B. The bidder shall also submit any of the following documents in support of successful Installation and Commissioning of each Purchase Order/Contract- (i) Satisfactory completion / Installation report (ii) End of Well Report (iii) Well Completion Certificate from the end user
2.2.3	Additionally, the bidder himself/themselves as sole selling agent/ distributor/dealer /supply house should have experience of Successful Supply alongwith Installation & Commissioning of 5 Nos of plunger lift systems in a single purchase order to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender either from same OEM (the principal) or from any other OEM).	Additionally, the bidder himself/themselves as sole selling agent/distributor/ dealer/ supply house should have experience of Successful Supply alongwith Installation & Commissioning of 5 Nos. of plunger lift systems or similar items in a single purchase order to any E&P companies/Oil & Gas Companies during last 5 (Five) years as on original bid closing date of the tender either from same OEM (the principal) or from any other OEM). Similar items mean "Artificial Lift System (Supply, Installation & Commissioning of Sucker Rod Pump (SRP), Electrical Submersible Pump (ESP), Progressive Cavity Pump (PCP) & Jet Pump)".
2.2.4	The bidder should have successfully enhanced production by minimum 20% averaged over 05 (Five) nos. of wells in a single order during testing of the well sustained for at least for a period of 15 days via application of the Plunger Lift System in any E&P companies/Oil & Gas Companies during last 3 (three) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/ distributor/dealer/ supply house), Bidder to submit proof of enhancement of production in minimum 5 nos. of wells where plunger lift system was installed within the past 3 years in a single order. The proof should be provided/ verified by the company where the Plunger Lift System has been installed successfully. The verification should have all the details of pre and post plunger lift performance and the amount of production gain.	Clause deleted.
2.2.5	Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as: (i) Satisfactory supply	A. The bidder shall submit the following documents in support of successful execution of past supply /contract, as applicable under clause 2.2.2 & 2.2.3 along with the bid. a) Copy(ies) of Purchase Order(s) / Contract document(s), "AND" b) Any of the following documents that confirms

/completion/installation report (OR) (ii) Bill of lading, Commercial Invoice/Payment Invoice (OR) (iii) Consignee receipt, delivery receipt (OR) (iv) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice. (v) Any other documents which shall prove that the bidder has successfully executed such order(s). Documentary evidence for the successful Installation and Commissioning of each Purchase Order - Copies of any of the documents in respect of satisfactory Installation and Commissioning of each of those Purchase Orders, such as - (i) Satisfactory completion / Installation report (OR) (ii) End of Well Report (OR) (iii) Well Completion Certificate from the end user (OR) (iv) Any other documentary evidence that can substantiate the satisfactory Installation and Commissioning of each Plunger Lift System of the purchase orders cited above.	the successful execution of the order(s)- 1. Bill of Lading. 2. Satisfactory Completion/Installation Performance/Commissioning Report from the clients. 3. Any other documentary evidence that can substantiate the successful execution of the aforesaid Purchase Order(s)/ contract(s). B. The bidder shall also submit any of the following documents in support of successful Installation and Commissioning of each Purchase Order/Contract- (i) Satisfactory completion / Installation report (ii) End of Well Report (iii) Well Completion Certificate from the end user
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2) To extend the Bid Closing date of the tender upto 14.09.2022 (11:00 Hours (IST)

3) All other terms and condition of the tender remain unchanged.

5. Whereever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processeing for EC application and material should be dispatche after receiving of EC rom DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processeing for EC application within 30 days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."

6. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total

work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)