

Bid Corrigendum

GEM/2022/B/2566578-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. 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) : Only supply 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. 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.
5. Buyer Added text based ATC clauses

(I) BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as

non-responsive and rejected.

A) TECHNICAL:

1. The bidder must submit an undertaking stating that the fabricated item(s) shall conform to the OIL Drawing & Notes thereon and relevant BIS Codes.

2. Bidder must have their own fabricated workshop enlisted with Government. Documentary evidence with respect to enlistment must be submitted and duly attested by gazette officer along with official seal.

3. Bidders Experience

(i) The bidder must have minimum 05 (five) years of experience in supply of fabricated MS items with CPWD, Railways, APWD, APPWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking / Private Sector. For this purpose, the said five-year period to be reckoned from the original bid closing date.

(ii) The bidder must have supplied fabricated MS items, single order value of which should be at least ₹ **88,39,571.58** during the last 05 (Five) years reckoned from the original bid closing date.

Notes:

I. Documentary evidence in respect of supply experience as specified under **Clause Nos. 3(i) & 3(ii)** should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as -

i. Satisfactory Supply Completion certificate

(OR)

ii. Consignee Receipted Delivery Challans

(OR)

iii. Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/GST

(OR)

iv. Any other documentary evidence that can substantiate the satisfactory execution of the purchase order.

II. In case of submission of satisfactory supply completion report, the bidder shall submit the supply completion report from the client.

- III. A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BRC.
- IV. The Purchase Order date need not be within 05 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding the original bid closing date of this tender.

Note: The original Bid Closing date shall be considered by OIL for evaluation of Bid Rejection Criteria even in case of any extension of the original Bid closing date. Bidders to quote accordingly.

B) FINANCIAL:

(a) Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be **at least ₹ 88,39,571.58 (Rupees Eighty Eight Lakhs Thirty Nine Thousand Five Hundred Seventy One and paise fifty eight only)**, as per the Audited Annual Reports.

Annual Financial Turnover of the bidder from operations shall mean - **"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year"** as per the Companies Act, 2013 Section 2 (91).

(b) The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

Note -For (a) & (b): Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit

an affidavit/undertaking certifying that **'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited as on the original bid closing date'**.

Notes:

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

(i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.

(OR)

(ii) Audited Balance Sheet along with Profit & Loss account."

(b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

ANNEXURE- J

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD)

—

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... **(As the case may be)** are correct.

YEAR	TURN OVER In (₹) Crores	NET WORTH In (₹) Crores

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Place:

Date:

Seal:

Membership No.:

Registration Code:

(II) Terms of delivery: Bidder must quote all-inclusive F.O.R. Destination price (including cost of loading/unloading).

(III) The tender has been floated in GeM portal under Single Stage Two Bid System. Therefore, bidder must not disclose their prices in their technical offer. The technical bid shall contain all techno-commercial details except the prices/costs. Bidder must note that disclosure of price in technical bids shall lead to rejection of the offer.

(IV) **OTHER TERMS AND CONDITIONS:**

(1) Fabricated materials shall be inspected by representative of OIL during fabrication from time to time at supplier's workshop. Prior intimation to be given when ready for inspection. However, representative of OIL will be free to make surprise visit/check at the supplier's workshop during working hour.

(2) One coat of Red-oxide primer to be applied on the approved fabricated parts after the first initial inspection.

(3) After red-oxide application on the Total ordered quantity of approved fabricated parts, prior intimation must be given to OIL for carrying out the inspection by representatives of OIL at the Suppliers Workshop before the application of Enamel Paint on the total ordered quantity.

(4) After successful completion of the inspection of Red-oxide painted total ordered quantity, at least one coat of Enamel Paint of premium quality with high gloss finish (Black/ Dark Brown/ Dark Navy Blue) over One coat of Red-oxide primer to be applied on the approved fabricated parts.

(5) The splicing of joints is not allowed.

(6) All steel works must conform Latest version IS:800 & IS: 2062.

(7) XPM sheets (Expanded Metal Steel) should be conforming to IS 412:1975.

(8) All welding works should be done as standard code of practice.

(V) **TAX COLLECTIBLE AT SOURCE (TCS)**: Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a) TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. and
- b) Total supply of goods to OIL in FY..... (As applicable) exceeds Rs. 50 Lakh and
- c) TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d) TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

d) The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

(VI) **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.

(VII) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

(VIII) Unless otherwise mentioned, the Delivery Period mentioned shall be inclusive of Supply, Installation, Testing & Commissioning, in case the same is part of the Scope of supply.

(IX) **NUMBER OF DESPATCHES:** Unless otherwise mentioned, the total quantity for a particular consignee and / or for a specified delivery schedule shall be supplied / delivered in 01 (One) Lot. OIL reserves the right for non-acceptance of delivery of part quantity and shall have no liability for any loss to the supplier in case of such rejection of part delivery.

(X) **DELIVERY TIMING:** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-

- a) Monday to Friday:
 - (i) Slot-1: 08.00 AM to 10.00 AM
 - (ii) Slot-2: 12.30 PM to 02.00 PM
- b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

(XI) **PACKING:**

- a) Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- b) Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.

- c) In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape/ cap to prevent ingress of water.
- d) Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
- e) All items must have their respective identification marks painted / embossed on them.
- f) Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- g) Items prone for pilfering should be packed in boxes and not in bags.
- h) The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 9.1 to 9.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.
- i) Items that can be packed in bundles must be secured with strong wires or bands near each end and at regular intervals along the length to prevent splaying and ensure rigidity. Bundles must be suitably tagged using labels which are securely fastened by the ties clearly stencilled with mark, number and port mark.
- j) Bundles or pieces must be adequately painted and marked as per item specifications.
- k) In case of tubular, the weight of each bundle should not exceed 2 MT.
- l) All spares are to be labelled with purchaser's order number and item number in addition to seller's part number, if any.

m) Electrical equipment must be suitable for use in humid and tropical climate and be specially treated / finished to prevent deterioration / corrosion. Insulation is to be non-hygroscopic and preferably vacuum dried and pressure impregnated.

n) Each box/crate/pallet/piece should be clearly marked on atleast two sides with OIL's Purchase order number, consignee name and address, consignment note number, package number and total number of packages.

(XII) **UNLOADING:** For supply of Goods contract, no additional charges such as local levies / transportation / loading / unloading charges etc., shall be payable over and above the contract price. However, the terms & conditions for the following items are to be noted by the suppliers:

(a) Tubulars, including line pipes: OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS & LINE PIPES ONLY. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Consignee Location with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER SHALL BE TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(i) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.

(ii) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

(b) Transportation through Railways only of Barytes, Bentonite & API Class-G (Oil well) Cement: Unloading & stacking at OIL's godowns shall be carried out by OIL's designated service provider without any charge to the supplier and under the supervision of supplier's personnel. However, in case the order for such items is to be delivered at a location other than OIL's godowns or the transportation is through mode other than railways, unloading & stacking shall be done by the supplier themselves.

(XIII) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document for availing the benefit applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

(XIV) CORRIGENDUM 1 DATED 11.10.2022:

1.0 For operational convenience, the requirement of 1500 Panels is without the Inter and Corner posts and no quantity of corner/ inter posts are needed to supply in the total quantum of the tender. Hence, the necessary technical specifications pertaining to the Corner and the Inter posts as per Drawing Number OIL/0825/E is not to be considered for supply.

2.0 All specifications pertaining to the Gate require compliance as per Drawing No. OIL/0825.

3.0 The requirement of number of panels per set i.e. 12 sets x 125 numbers is based on operational convenience.

4.0 The place of delivery will be in and around Duliajan, Assam within 75 Km radius. However, supplier will have to ascertain the place of delivery with Civil Engineering Department, Duliajan, before transportation of finished products.

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](#)