

### Bid Corrigendum

GEM/2023/B/3133017-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. 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.
3. 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.
4. Buyer Added text based ATC clauses

**Bidders are requested to take note of the following amendment against the earlier bid no. GEM/2023/B/3133017 and submit their offer accordingly:**

Earlier Clause	Amended Clause
Validity of PBG is 62 months	Validity of PBG is 26 months
<b>8.Buyer Added Bid Specific ATC</b>	<b>8.Buyer Added Bid Specific ATC</b>

<p><b>PART 1 (A) General description of the genset:</b></p> <p>Engine driven generator set complete with accessories and panels, all enclosed in an acoustic enclosure and mounted on an oil field skid. The genset when running at rated RPM should be capable of generating 62.5 KVA at 0.8 power factor, 415 volts, 50 Hz, AC 3 phase under STP conditions . <b>It should comply to the latest C PCB norms and its further amendments if any as applicable at the time of delivery.</b></p>	<p><b>PART 1 (A) General description of the genset:</b></p> <p>Engine driven generator set complete with accessories and panels, all enclosed in an acoustic enclosure and mounted on an oil field skid. The genset when running at rated RPM should be capable of generating 62.5 KVA at 0.8 power factor , 415 volts, 50 Hz, AC 3 phase under STP conditions. <b>It should comply to the latest CPCB norms and its further amendments if any as applicable on the bid closing date"</b></p>
<p><b>8.Buyer Added Bid Specific ATC</b></p> <p><b>PART 1 (E) 23. Additional Technical Spec of Alternator:</b></p> <p>The alternator terminal box should be suitable and should have sufficient space for terminating 4 core X 50 sq.mm, 1100V grade PVC insulated stranded copper cable. <b>Separate cable box shall be provided for supporting power cable. Suitable size of cable gland should be fitted in the terminal box. Cable gland and entry hole shall also be required for AVR cables as AVR shall be mounted in the control panel.</b></p>	<p><b>8.Buyer Added Bid Specific ATC</b></p> <p><b>PART 1 (E) 23. Additional Technical Spec of Alternator:</b></p> <p>The alternator terminal box should be suitable and should have sufficient space for terminating 4 core X 50 sq.mm, 1100V grade PVC insulated stranded copper cable. <b>Suitable metallic cable tray/cable conduit shall be provided for mechanical support and protection of power cable. Suitable size of cable gland should be fitted in the terminal box. Cable gland and entry hole shall also be required for AVR cable as AVR shall be mounted in the control panel.</b></p>

**SPECIAL NOTE:**

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### 1.0 BID SECURITY:

All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (GeM standard format) as Bank Guarantee((BG) or Online payment from any of the following Banks :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India

1.1 The Original Bid Security(If submitted in the form of Bank Guarantee) shall be submitted manually in sealed envelope super scribed with tender no. and due date to: **GM- MATERIALS, MATERIALS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM, Kind Attention: Dipankar Pathak, Manager-Materials(IP)**

1.2 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2017. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

1.3 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, extend validity of the Bid Security till such time the Performance Security is furnished.

**1.4** Bidders are also advised to provide their bank details as per below format for returning the EMD countersigned by Bank:

Bank account Details	
Name	
Bank	
Branch	
Account Number	
Account Type	

<b>IFSC Code</b>	
<b>Bid Document No</b>	

## **OTHER NOTES:**

### **1.0 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.

### **2.0 To further promote usage of TReDS, the following clause pertaining to the provisions regarding TReDS shall be applicable for tenders where MSE clause is applied: -**

Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform. Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TReDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its

affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

(iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

## **Note:**

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order/Contract by OIL (Buyer).

**3.0 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

**4.0 SET-OFF:** Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

5.0 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.

6.0. The bidders must submit the duly filled up Annexure-B (Evaluation Matrix for Technical Specification), uploaded as Buyer Added Bid Specific ATC

7.0 The bidders must ensure that no part of the price bid is mentioned /uploaded along with the technical documents. The price bids must be provided in the inbuilt price schedules only. In case any of the bidders uploads any price bids along with the technical documents, their offers shall be summarily rejected.

8.0 The bidders must include the prices for all items including Spares, Mandatory Engine spares and engine control panel spares.

5. 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

dated

13/07/2022

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

7. 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](#)
8. Buyer uploaded ATC document [Click here to view the file](#).
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)