Bid Number: GEM/2023/B/3269366
Dated: 18-04-2023

Bid Corrigendum

GEM/2023/B/3269366-C6

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. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
2. 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.
3. 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, Dist.-Dibrugarh
   .
   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.
4. 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.
5. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
   OIL INDIA LIMITED
   A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

6. 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, Dist-Dibrugarh
   . 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.
7. Buyer uploaded ATC document Click here to view the file.
8. Buyer Added text based ATC clauses

This Corrigendum dated 18.04.2023 to GEM/2023/B/3269366 for 'Hiring of services for Evacuation & Cleaning of Tank Bottom Sludge from four (04) Nos. of 1290 KL Capacity Crude Storage Tanks of CTF, Duliajan, to make the Tanks Hydrocarbon Free' is issued to notify the following:

1.0 The undernoted BEC-BRC clauses are amended as under:

Exiting Clause	**Revised Clause**
Sl. No. 2 (C) of Note to BEC-BRC Clause No. 2.0 The bidder must also furnish self-attested copies of relevant certificate/ approval issued by the concerned Pollution Control Board for the Contract (submitted by the Bidder as proof of requisite Experience against BEC-BRC Clause No. 2.0) in support of their execution of Transboundary movement of Hydrocarbon Tank Bottom sludge as per Provision of the Hazardous and Other Wastes (Management & Transboundary Movement) Rules for Transportation of the Sludge.	**Sl. No. 2 (C) of Note to BEC-BRC Clause No. 2.0** The bidder must also furnish self-attested copies of relevant certificate/ approval issued by the concerned Pollution Control Board for the Contract (submitted by the Bidder as proof of requisite Experience against BEC-BRC Clause No. 2.0) in support of their execution of Transboundary movement of Hydrocarbon Tank Bottom sludge as per Provision of the Hazardous and Other Wastes (Management & Transboundary Movement) Rules for Transportation of the Sludge. Experience of Transboundary movement carried out by sub-contractor on behalf of the bidder, for the Contract submitted by the bidder as proof of requisite experience against BEC-BRC Clause No. 2.0, shall also be acceptable. In such cases, the bidder should furnish self-attested copies of the followings: i) Certificate/approval issued by the concerned Pollution Control Board to the Sub-contractor/bidder for Transboundary movement of sludge. Such Certificate/ approval issued by the concerned Pollution Control Board should be valid for the entire Contract Period w.r.t. the Contract submitted by the bidder as proof of requisite Experience against BEC-BRC Clause No. 2.0. ii) Agreement between the bidder and the Sub-Contractor for Transboundary movement of sludge w.r.t. the Contract submitted by the bidder as proof of requisite Experience against BEC-BRC Clause No. 2.0.

BEC-BRC Clause No. 9.2 (b)(ii)	BEC-BRC Clause No. 9.2 (b)(ii)
If L1 is other than MSE and there is no eligible MSE bidder, purchase preference will be given to Class-I local supplier whose quoted price falls within the margin of purchase preference, and contract shall be awarded to such "Class-I local supplier" subject to matching the L1 price. In case such lowest "Class-I local supplier" fails to match the L1 price, the next higher "Class-I local supplier" within the margin of purchase preference shall be invited to match the L1 price and so on.	If L1 is other than MSE and there is no eligible MSE bidder, purchase preference will be given to Class-I local supplier whose quoted price falls within the margin of purchase preference i.e., L1+20%, and contract shall be awarded to such "Class-I local supplier" subject to matching the L1 price. In case such lowest "Class-I local supplier" fails to match the L1 price, the next higher "Class-I local supplier" within the margin of purchase preference i.e., L1+20% shall be invited to match the L1 price and so on.

2.0 Clause No. 10.0 of SCC is amended as under:

Exiting Clause	Revised Clause
Sub-Contracting of following Petty services with due prior permission of OIL is allowed under this contract: (i) Logistical Services (ii) Hiring of DG Sets and Illumination (iii) Site Security (iv) Piping Work	Contractor may sub-contract the following services with due prior permission of OIL. (i) Transboundary movement of Hydrocarbon Tank Bottom sludge (ii) Other Logistical Services (iii) Hiring of DG Sets and Illumination (iv) Site Security (v) Piping Work However, contractor shall be fully responsible for complete execution and performance of the services under the Contract

3.0 Clause No. 29.4 of ITB has been revised as under:

Quote:

OIL has appointed Shri Ram Phal Pawar, IPS (Retd.) [Former Director, NCRB, MHA], Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

(a) Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA

E-mail: rpawar61@hotmail.com

(b) Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC)

E-mail: tmbhasin@gmail.com

(c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh

E-mail: Ops2020@rediffmail.com

Unquote

4.0 All other terms and conditions of the Bid Document (including any corrigendum issued thereof) remain unchanged.

Sr. MANAGER – CONTRACTS(S)

.

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