

## Bid Corrigendum

GEM/2023/B/3312323-C5

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. 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.
2. 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.
3. 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 The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.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.
4. 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.

5. 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](#)
6. Buyer Added text based ATC clauses

**CORRIGENDUM NO. 3 DATED 13.05.2023 TO GEM TENDER NO. GEM/2023/B/3312323 of Hiring of EPMC Services for construction of Two (02) nos. Crude oil storage tanks along with ancillary services at STF Madhuban in the district of Tinsukia, Assam.**

This corrigendum is issued to notify the following changes:

**1.0** The following clauses of BEC/BRC stands revised and to be read as under, instead of existing:

Clause No. of BEC	Existing BEC/BRC clause	Revised BEC/BRC clause
A-1.1	<p>The bidder must be in the business of providing Engineering and Project Management Consultancy (EPMC)/ Engineering, Procurement and Construction Management (EPCM) Service for creation of plants and facilities such as FGGS (Field Gas Gathering station) / Group Gathering Station (GGS) / Oil Collecting Station (OCS) / Crude oil Tank Farm / Crude Oil Processing or Handling units / Petrochemical Processing Plants in Crude Oil &amp; Natural Gas industry / Petrochemical industry / Petroleum refining industry sector involving all of the following-</p> <p>(a) Front End Engineering Design (FEED)/ Basic Engineering,</p> <p>(b) Cost estimation,</p> <p>(c) Preparation of Commercial &amp; Engineering Bid Packages for Engineering Procurement and construction (EPC) services,</p> <p>(d) Project Management &amp; monitoring including assistance in selection &amp; procurement of equipment &amp; materials,</p> <p>(e) Supervision of construction &amp; erection/ installation activities at site,</p> <p>(f) Assistance during Commissioning / PGR of system installed.</p> <p>Note:</p> <p>Experience of EPMC/ EPCM services provided for construction of ETP / STP / RWTP, Water Injection Station (WIS), Gas Compression Station (GCS), Gas Booster Plant/Station, Re-Gasification/ Liquefaction Plant, general utilities and stand-alone Pipelines Laying job will not be considered.</p>	<p>The bidder must be in the business of providing Engineering and Project Management Consultancy (EPMC)/ Engineering, Procurement and Construction Management (EPCM) Service for creation of plants and facilities such as FGGS (Field Gas Gathering station) / Group Gathering Station (GGS) / Oil Collecting Station (OCS) / Crude oil Tank Farm / <b>Crude oil refining products' Tank farm</b>/ Crude Oil Processing or Handling units / Petrochemical Processing Plants in Crude Oil &amp; Natural Gas industry / Petrochemical industry / Petroleum refining industry sector involving all of the following-</p> <p>(a) Front End Engineering Design (FEED)/ Basic Engineering,</p> <p>(b) Cost estimation,</p> <p>(c) Preparation of Commercial &amp; Engineering Bid Packages for Engineering Procurement and construction (EPC) services,</p> <p>(d) Project Management &amp; monitoring including assistance in selection &amp; procurement of equipment &amp; materials,</p> <p>(e) Supervision of construction &amp; erection/ installation activities at site,</p> <p>(f) Assistance during Commissioning / PGR of system installed.</p> <p>Note:</p> <p>(i) Experience of EPMC/EPCM services provided for construction of ETP / STP / RWTP, Water Injection Station (WIS), Gas Compression Station (GCS), Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, general utilities and stand-alone Pipelines Laying job will not be considered.</p> <p><b>(ii) Expansion/ Augmentation works for existing plant / facility shall also be considered for evaluation. However, the scope should include the activities as mentioned clause 1.1."</b></p>

**2.0** The following clauses of the tender document stands revised and to be read as under, instead of existing:

Part/ Section	Clause No.	Existing Clause	Revised Clause
Scope of Work	3.8 (c)	Pulsation analysis for the dispatch pumps considering all pump combinations.	Pulsation analysis for the dispatch pumps considering all pump combinations which shall include existing 04 nos. of engine driven reciprocating CODPS along with the proposed centrifugal CODPs as per applicability.
Scope of Work	3.8 (d)	Piping stress analysis & support vibration analysis to be carried. Bellow or equivalent good engineering practices for vibration mitigation to be incorporated, wherever applicable.	Piping stress analysis & support vibration analysis to be carried. Bellow or equivalent good engineering practices for vibration mitigation to be incorporated, wherever applicable. Both the suction and discharge piping for existing 04 nos. of engine driven reciprocating CODPS along with the proposed centrifugal CODPs shall be included along with proposed piping system for carrying out the analysis.
Scope of Work	4.1.3.3	Pulsation analysis for the dispatch pumps considering all pump combinations. This shall be a part of detailed designing to be carried out by the EPC. EPMC shall provide necessary assistance."	Pulsation analysis for the dispatch pumps considering all pump combinations which shall include existing 04 nos. of engine driven reciprocating CODPS along with the proposed centrifugal CODPs. This shall be a part of detailed designing to be carried out by the EPC. EPMC shall review the analysis report and shall put forward their recommendation & acceptance.
Scope of Work	4.1.3.4	Piping stress analysis & support vibration analysis to be carried. Bellow or equivalent good engineering practices for vibration mitigation to be incorporated, wherever applicable. This shall be a part of detailed designing to be carried out by the EPC. EPMC shall provide necessary assistance.	Piping stress analysis & support vibration analysis to be carried. Bellow or equivalent good engineering practices for vibration mitigation to be incorporated, wherever applicable. Both the suction and discharge piping for existing 04 nos. of engine driven reciprocating CODPS along with the proposed centrifugal CODPs shall be included along with proposed piping system for carrying out the analysis. This shall be a part of detailed designing to be carried out by the EPC. EPMC shall review the analysis report and shall put forward their recommendation & acceptance.
Scope of Work		Submission of Project schedule upto L4 level with monthly and cumulative breakups using standard Project Management tools considering various facets of the project and sub	Submission of Project schedule upto L4 level with monthly and cumulative breakups using standard Project Management tools considering various facets of the project and submission to OIL for approval. Standard Gantt chart/ bar chart need to be submitted. EPMC shall also prepare the manpower

rk	4.1.2.1	mission to OIL for approval. Standard Gantt chart/bar chart need to be submitted. EPMC shall also prepare the manpower deployment schedule for EPC contractor.	deployment schedule for EPC contractor. <b>Preparation of L4 schedule shall be the responsibility of EPC contractor and EPMC shall review the same. The L4 schedule shall be prepared based on the L2 Project schedule prepared by EPMC during initial phase of EPMC Contract.</b>
SCC/ATC	7.7	The CONTRACTOR (CONSULTANT) shall rent, furnish, staff and equip with communication facilities, office space (the CONTRACTOR (CONSULTANT) (CONSULTANT)'s Office) in order to facilitate communication and other liaison activities between the CONTRACTOR (CONSULTANT), the Owner and other agencies associated with matters related to the project. All costs associated with the CONTRACTOR (CONSULTANT)'s Office shall be borne by the CONTRACTOR (CONSULTANT).	Construction of CONSULTANT's site office complete with necessary infrastructure/ facilities shall be included in the scope of EPC contractor. CONSULTANT shall take note of the same while formulating the EPC tender. CONSULTANT shall not be charged for electricity provided in their office.  However, CONSULTANT (EPMC) shall make their own arrangement regarding office space and other facilities at Duliajan for the period prior to engagement of EPC Contractor at no extra cost to OIL.
Instructions to Bidders (ITB)	31.4	OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh 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 Sutanu Behuria, IAS (Retd.), E-mail: <a href="mailto:sutanu2911@gmail.com">sutanu2911@gmail.com</a> b. Dr. Tejendra Mohan Bhasin, E-mail: <a href="mailto:tmbhasin@gmail.com">tmbhasin@gmail.com</a> c. Shri Om Prakash Singh, IPS (Retd.), E-mail: <a href="mailto:Ops2020@rediffmail.com">Ops2020@rediffmail.com</a> In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the	OIL has appointed <b>Shri Ram Phal Pawar, IPS (Retd.)</b> , Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh 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. <b>Shri Ram Phal Pawar, IPS (Retd.)</b> , E-mail: <a href="mailto:rpawar61@hotmail.com">rpawar61@hotmail.com</a> <a href="mailto:ramphal.pawar@ips.gov.in">ramphal.pawar@ips.gov.in</a> b. Dr. Tejendra Mohan Bhasin, E-mail: <a href="mailto:tmbhasin@gmail.com">tmbhasin@gmail.com</a> c. Shri Om Prakash Singh, IPS (Retd.), E-mail: <a href="mailto:Ops2020@rediffmail.com">Ops2020@rediffmail.com</a> In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the

		parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.	terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
Instructions to Bidders (ITB)	37.0	Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query: Mr. S. Baishya, Manager (Projects-C&P) E-mail: tridip.kalita@oilindia.in, contracts-operations@oilindia.in	Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query: Mr. S. Baishya, Manager (Projects-C&P) E-mail: saurabh.baishya@oilindia.in

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com)

-

.

7. 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. 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](#)