

Bid Corrigendum

GEM/2021/B/1762661-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. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. 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](#)
3. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. 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 : 5%
Notification No.and date : 50/2017 dated 28/06/2017
7. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
8. 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 to 45 days days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH days from date of issue of GeM Contract and material should be dispatche after receiving of EC rom DGH."
9. Scope of supply (Bid price to include all cost components) : Only supply of Goods
10. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): By any of Lloyds, Bureau Veritas, RITES, I.R.S. and DNV-GL
Post Receipt Inspection at consignee site before acceptance of stores: OIL's engineers
11. Buyer Added text based ATC clauses

A] In the event of order, the following documents are to be submitted to OIL INDIA LIMITED, BAY EXPLORATION PROJECT, IDCO TOWERS (3rd Floor), JANPATH, BHUBANESWAR , 751022 along with supplies:

- (i) TPI certificate (copy).
- (ii) Original Mill Test Certificate.
- (iii) Original Tally Sheet duly sealed and signed by TPI & Manufacturer.
- (iv) Original Certificate of Compliance from the Manufacturer
- (v) Guaranty/ Warranty certificate

B] Date of LR to be treated as date of despatch. However, freight & insurance shall be on supplier's account.

C] OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) 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 Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises. E-mail ID: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, E-mail ID: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail ID: Ops2020@rediffmail.com

Integrity Pact, in respect of a particular contract / order, shall be operative from the date IP is signed by both the parties till the completion of contract or as mentioned in Section 9 – Pact Duration, whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract / order, if specifically raised before the IEMs shall be looked into by IEMs.

In the event of any dispute between the management and the Contractor / Supplier, 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 terms and conditions of the Contract / order. The fees / expenses on dispute resolution shall be equally shared by both the parties.

Revised Clause D]

Documents required to be submitted by bidders who wish to avail benefit under MSE Policy:

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, Amendments vide Gazette Notification Nos. CG-DL-E-160-62021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by Ministry of Micro, Small And Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the **31st day of March, 2022**

Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender have to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

or

ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

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

E] PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

Note: In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy and declare the policy under which they want to avail benefit as per BRC Clause No. D.3 (5.0).

Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

F] Bidders are advised to go through the Quality Assurance Plan Document, GeM GTC and other uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

Ms. T. Agrawal, MANAGER (C&P)

E-mail: KGBasin@oilindia.in

G] Amendment 2 dated 10.01.2022:

i) The grade for 8500 Mtr of 5.1/2" Casings is N-80. Therefore, Grade P-110 appearing wherever in the tender document for 5.1/2" Casing supply vide Sl. No. 10 of QAP Document is replaced by Grade N-80.

ii) Actual delivery is to be done at OIL's pipeyard which is in Paga, Salepur (near Cuttack) located on the highway from Jagatpur, Cuttack to Kendrapara in Odisha

H] Amendment 3 dated 18.01.2022:

Clause No. **B. 8. PAYMENT TERMS** of the Quality Assurance Plan Document is amended as under:

Original Clause: 90% payment will be made against dispatch documents through bank and balance after receipt and acceptance of goods, adjusting liquidated damages, if any.

Amended Clause: Payment to the extent of 90% maximum of the value of the supply will be made against proof of dispatch presented through bank or to OIL directly. Balance 10% of the value will be released not later than 30 days of receipt of goods at OIL's site. Adjustments, if any, towards liquidated damage shall be made from the balance 10% payment. OIL may consider releasing 100% payment against dispatch documents for supplies having good track records with OIL and where performance [security](#) is submitted in time and no installation/commissioning is involved.

I] Amendment 4 dated 04.02.2022:

As per Gazette Notification No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by Ministry of Micro, Small and Medium Enterprises, the existing enterprises registered under EM Part-II or UAM till 30.06.2020 shall continue to be valid till 31st day of March 2022. Accordingly, Clause No. 12. [D] above under 'Buyer Added Bid Specific ATC' has been amended.

Bidders to take note of the same please.

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 specification 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.

*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](#)