

Bid Corrigendum

GEM/2024/B/4550359-C2

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) : Supply Installation Testing and Commissioning of Goods
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
LPG FILLING PLANT
LPG DEPARTMENT
OIL INDIA LTD.
DULIAJAN, Dist. Dibrugarh
ASSAM-786602
4. 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 %.
5. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
6. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
7. Warranty period of the supplied products shall be 1 years 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.
8. Buyer Added text based ATC clauses

Corrigendum 1 Notes:

- (a) **PBG Percentage as mentioned 10% under Buyer added Bid Specific Additional Scope of Work document page no.1 to be read as 5%. Accordingly, the bidder/supplier has to submit Performance Security/ePBG/PBG of value 5% of the Total Purchase Order Value, in the event of an order.**
- (b) **In the event of purchase order (PO) value is less than 10 lakhs, no performance bank guarantee (PBG) will be required from the seller. In that case the successful bidder (seller) after receipt of contract in GeM portal needs to upload an undertaking under e-PBG submission tab in the format below-**

TO BE SUBMITTED ON THE LETTER HEAD OF THE SELLER

I/We, [Name of Bidder], hereby undertake that since the purchase order (PO) value is less than 5 lakhs, I/ We will complete the order in accordance with the terms and conditions specified in the contract, without the need for a performance bank guarantee (PBG).

I/We understand that failure to comply with these terms and conditions may result in penalties and/or termination of the contract as per GeM's GTC and Oil India Ltd.'s policies in this regard.

[Signature of Bidder & Seal of the firm]

[Date]

Corrigendum 2 dated 10.02.2024 Note:

(a) Bidders to take a note of the amended specifications document as attached under buyer added ATC.

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1.0 (a) **Bidders must provide Technical Catalogues / leaflets/ Technical literature** of their offered product (Bid Document). **Additionally, bidders to upload the duly signed document as attached under specifications document and Buyer added bid specific additional scope of work by mentioning Complied or Remarks (if any) against each clause.**

(b) Authorized dealers/ distributors must provide valid authorization certificate from the OEM along with the offer.

2.0 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.**

3.0 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 must submit the following document for availing the benefit applicable to MSEs:

(i) **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.

4.0 **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.

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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.

- a) 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.

5 . 0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL): Banning Policy Revised on 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide O M 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.

6.0 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.

7.0 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.

8.0 **NUMBER OF DESPATCHES:** Unless otherwise mentioned, the total quantity for a particular consignment 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.

r in case of such rejection of part delivery.

9.0 **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-

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

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

10.0 **PREPONEMENT OF DELIVERY:** Owing to operational requirements, OIL may request the supplier to prepone delivery of items. The request for such preponement of delivery shall be made in writing by OIL and the supplier shall be obligated for arranging delivery of the materials within the minimum possible period. However, no additional charges shall be payable for such preponement of delivery.

11.0 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.

(i) 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.

12.0 **SET-OFF**

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under a ny purchase order 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 any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited)

13.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed **ANNEXURE-K** (as attached under ATC document).

14.0 It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144(xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed **Annexure-N** of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide **EXHIBIT-I & EXHIBIT-II** (as attached under ATC document) of this tender.

15.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards Bidder's financial standing, as per enclosed **ANNEXURE-M** (as attached under ATC document).

16.0 Bidders should fill-up and submit along with their bid an UNDERTAKING towards Declaration of Blacklisting/Holiday Listing/ NCLT / NCLAT /DRT /DRAT/Court Receivership/ Liquidation, as per enclosed **ANNEXURE-L** (as attached under ATC document).

17.0 **Queries Submission Timeline clause-**

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within a period of five (5) calendar days from the date of publishing of this tender document. Any queries received after the stipulated deadline will not be entertained or responded to by OIL.

Queries must be submitted in writing via email to devansh.sharma@oilindia.in. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. and Name]'.

18.0 **Avoidance of Extension for Bid Submission clause-**

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Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a one-time exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to devansh.sharma@oilindia.in), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless neces

sary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this **Avoidance of Bid Submission Due Date Extensions clause**.

9. 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](#)

TECHNICAL SPECIFICATIONS

MASTIC COATING (ANTISTATIC MATERIAL AS PER IS 13026:1991 AND OTHER RELEVANT IS CODE) FOR REBUILDING OF THE CRACKS AND THE BROKEN AREAS.

Specification added through Corrigendum dated 10.02.2024-

The thickness of the mastic coating should be **25 mm** and it will be applied on the LPG unloading and loading shed. The job shall be carried out in a single go.