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Corrigendum No. 2 Dated 03.05.2019 to e-Tender no. SLG1094P20

This Corrigendum No.2 dated 03.05.2019 to e-Tender no. SLG1094P20 for supply, installation & commissioning of Visualization & Collaboration Centre at E&D Directorate of Oil India Limited(OIL), New Delhi, is issued for amendment/addition/deletion of various clauses of the tender document as per details given in Annexure-AA of this document.

All other terms & conditions of the tender document remain same.

ANNEXURE-AA

Following Clauses of E-Tender No. SLG1094P20 has been modified/added/deleted vide Corrigendum No.2 dated 03.05.2019 :

Tender Reference: Section-II, BB: General Notes to Bidders, Clause No.17.0 (in Page 8 of tender document):

Modified Clause :

The items shall be brand new, unused & of prime quality. The manufacturer **of major items, i.e Item No. 1.1, 1.2, 2.0, 3.4, 3.5 & 3.7** of Section-VI, (Price Schedule Proforma-1) shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 18 months from date of shipment or 12 months from date of commissioning and handing over to OIL, whichever is earlier. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

Tender Reference:Section-III, under BRC (Technical), Notes to BRC Clause no. 1.3 & 1.4 (Page 13 of tender document):

Modified Clause :

Point (a) under "Notes to BRC Clause Nos. 1.3 & 1.4 above" to be modified as under:

- a. "SIMILAR PROJECTS" or "SIMILAR KIND OF SYSTEM" or SIMILAR ORDER mentioned above means "Implementing 3D Visualization Centre **comprising of Rear-projection semi-rigid or hard screens with multiple LED/laser based 3D Active stereo projectors or cubes & 3D Display Controller capable of processing multiple 3D and 2D sources together on screen,** in High-Tech Industries such as Oil & Gas/ Automotive/ Defence / Shipbuilding/ Disaster Management/ Aerospace/DRDO"(Bidder must exclusively declare that the organization for which the " similar order" has been executed is not its own organization or subsidiary).

Tender Reference : Section III, under BRC (Technical), Clause No. 1.5 & 1.6 (page no. 14 of tender document):

Modified Clause :

Clause no. 1.5 & 1.6 has been Modified as under :

1.5 In case the bidder is an OEM of the offered 3D Stereoscopic Display Screen and Display Management System, then the bidder must furnish the following :

(i) An undertaking along with their bid for providing the product/service support along with uninterrupted and timely supply of spare parts for at least 7(Seven) years (to be considered from the next date of Installation and Commissioning) for the quoted item(s) for which the bidder is an OEM. The bidder must give details of their after sales service support/repair services that will be provided by them.

(ii) For the **major items** for which the bidder is not an OEM,

(a) The bidder has to provide the details of maintenance/service/calibration facilities of the OEM of the products in India.

(b) The bidder must provide undertaking from the OEM of **major item(s)** (in OEM letterhead) stating that the OEM shall guarantee minimum 7(seven) years (to be considered from the next date of Installation and Commissioning) for supply & support of spares covering the item(s) as mentioned in the tender.

1.6 In case the bidder is not an OEM of the offered 3D Stereoscopic Display Screen and Display Management System, then the bidder must furnish(in OEM Letterhead) the following undertakings from the concerned OEM(s) for the **major** item(s) for which the bidder is not an OEM, along with the bid:

(i) The OEM shall provide the details of maintenance/service/calibration facilities in India, for the **major** item(s) specified in the tender.

(ii) The bidder must provide undertaking from the OEM **for the major item(s)** stating that the OEM shall guarantee minimum 7(seven) years (to be considered from the next date of Installation and Commissioning) for supply & support of spares covering the item(s) of the tender.

(iii) The bidder must indicate the source of their bought out items for 3D Stereoscopic Display System, Display Management System and Image Generator and clearly indicate the names of the OEM for such bought out items. ***This particular certificate has to be provided by the Bidder.***

Note to Clause 1.5 and Clause 1.6 : The major item(s) as mentioned above means Item No. 1.1, 1.2, 2.0, 3.4,3.5 and 3.7 of Section VI (Price Schedule Proforma-1).

Tender Reference : Section V, Warranty Terms, clause no.10.3(page 33 of tender document):

Modified Clause :

10.3 During warranty period,

- All the problems arising out of item no 1.1,1.2,3.3,3.4,3.9,3.10 of Section-VI (Price Schedule Proforma-1) must be resolved within 120 hours of reporting the problem(including replacement of defective part, if any).

- For rest of the items, all the problems must be resolved within 48 hours of reporting the problem (including replacement of defective part, if any).

Similarly Clause 3.0 under AMC Terms (Section-V, clause no.11) also has been modified as under :

3. During AMC Period,

- All the problems arising out of item no 1.1,1.2,3.3,3.4,3.9,3.10 of Section-VI (Price Schedule Proforma-1) must be resolved within 120 hours of reporting the problem(including replacement of defective part, if any).

- For rest of the items, all the problems must be resolved within 48 hours of reporting the problem (including replacement of defective part, if any).

Similarly Clause 1 under Penalty Terms(Section-V, clause no. 12) to be replaced as follows :

1. During AMC period

- If the problem arising out of item no 1.1,1.2,3.3,3.4,3.9,3.10 of Section-VI (Price Schedule Proforma-1) is not resolved within 120 hours of reporting the problem, a penalty of INR 1000.00 shall be applicable for every additional day beyond expiry of 120 hours of reporting the problem until the problem is resolved.

- For rest of the items. if the problem is not resolved within 48 hours of reporting the problem, a penalty of INR 1000.00 shall be applicable for every additional day beyond expiry of 48 hours of reporting the problem until the problem is resolved.

Tender Reference : Section V , Clause No.14 Pre-dispatch Inspection (Page 35 of tender document):

Modified Clause :

14. Pre-dispatch Inspection: Pre-dispatch inspection of the Display Screen and Display Controlling Unit will be undertaken by OIL to verify that the materials conform to the requirements of the tender.

Tender Reference : Section V, Item 6.1.1 (Page 24 of tender document):

Following Clause to be added as Clause No 6.1.1.15 : System should use cross-prism/FXS/CSI rigid flat screens with black tint & excellent ambient light resistance with inter-screen gap of not more than 0.2mm. There should not be any change in the screen gap at temperatures between 20°C to 40°C.

Tender Reference : Section-V, 6.1.1.12 (Page 25 of tender document): Typing mistake to be Corrected (Please Read as "Active 3D inputs" instead of "Active D inputs")

Tender Reference : Section-V, 6.1.1.13 (Page 25 of tender document):

Modified Clause :

6.1.1.13 :OEM issued certification must be produced in the connection that the Display shall be supported by OEM for at least 7 years ***starting from the next date of installation and commissioning of the entire solution.***

Tender Reference : Section-V, Item no. 6.1.2.5 (Page 26 of tender document) : Typing mistake to be corrected (Please read as "Clause 6.1.2.3, Section-V" instead of "section 1.2.3")

Tender Reference: Section V, Item no. 6.1.2.13 (Page 27 of tender document):

Modified Clause :

Sub Clause no. 6.1.2.13.1, 6.1.2.13.2 & 6.1.2.13.3 under Clause no. 6.1.2.13 has been Modified as under :

6.1.2.13 The System should also include a remote/sharing streaming solution to provide the following capabilities:

6.1.2.13.1 Should allow selected content or even a copy of full 3D display to be viewed by remote users working remotely on a Windows PC or Mac OS, e.g. deployed field personnel or remote experts on OIL network

6.1.2.13.2 The solution shall allow at least 4 simultaneous users to view the content being shared.

6.1.2.13.3 When the selected content to be shared is running Active 3D, the remote viewers should be able to see a flicker-free 2D images of the same content on their devices.

Deleted Clause :

Sub Clause no.6.1.2.13.4, 6.1.2.13.5 & 6.1.2.13.6 under Clause no. 6.1.2.13 has been deleted :

6.1.2.13.4-Deleted

6.1.2.13.5-Deleted

6.1.2.13.6-deleted

Tender Reference : Section-V, Clause no. 8.14 (Page 33 of tender document)

The Clause to be Modified as Following :

8.14 Sum of quoted value of items from 1 to 6 as per price bid format should not exceed more than **60%** of total quoted project value(sum of value of item no. 1 to 7) as per price bid format. In case the total

quoted value against item no. 1-6 exceeds **60%** of total quoted value for items from 1-7, the amount(value of items from 1-6) exceeding **60%** of total quoted value shall be released in seven(07) equal installments on completion of each year under warranty(1 year)& AMC period of 6 years. AMC charges for the subsequent year should not be less than that of the previous year.

Payment Terms clause will be guided accordingly.

Example:

Sum of value of item from 1-6 = INR 8000

Sum of value of total item (1-7) = INR 10000

60% of Total Project Value = $10000 \times 60\% = \text{INR } 6000.00$

Amount(value of item from 1-6) Exceeding from 60% of total quoted project value = $8000.00 - 6000.00 = \text{INR } 2000.00$

This INR 2000.00 will be paid in 07 equal instalments on completion of each year under warranty & AMC i.e. Amount paid every year = $2000.00/7 = \text{INR } 285.71$.

Payment Terms:

95% of material value (70% after delivery and 25% after Project Completion)+ Demolition and Installation and Commissioning Charges on completion of project as per Payment Terms(clause No.13) given below:

Year-1 : 5% of material value on completion of 1st year warranty + INR **285.71** (at year end)

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Year-2 : AMC Charges of 1st Year(Quarterly Payment) + INR **285.71** (at year end)

Year-3 : AMC Charges of 2nd year(Quarterly Payment) + INR **285.71** (at year end)

Year-4 : AMC Charges of 3rd year (Quarterly Payment) + INR **285.71** (at year end)

Year-5 : AMC Charges of 4th year (Quarterly Payment) + INR **285.71** (at year end)

Year-6 : AMC Charges of 5th year (Quarterly Payment) + INR **285.71** (at year end)

Year-7 : AMC Charges of 6th year (Quarterly Payment) + INR **285.71** (at year end)

Following Clauses of E-Tender No. SLG1094P20, Section-IV, General Terms & Conditions of tender document (Clause no. 24.1, 25.0, 34.1 of Section-A of OIL's booklet ref. MM/GLOBAL/E01/2005 for E-Procurement) has been amended/added as under:

Added a new para to the Clause no. 24.1:

24.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.

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However, Bidder/Seller will not be liable for Intellectual Property infringement that arises-

- i) Out of OIL's use of Bidder/seller products in combination with products or services not provided by Bidder/Seller
- ii) Where the Bidder/Seller products has been specially modified, designed and/or manufactured to meet OIL's specifications
- iii) Out of unauthorized additions or modifications to Bidder/Seller products or
- iv) Where OIL's use of Bidder/Seller products does not correspond to Bidder/Seller published standards or specifications. Bidder/Seller retains all Intellectual Property rights on the supplied equipment.

To delete Clause no. 25.1 & 25.2 and replace by clause no. 25.0 as under :

25.0 INDEMNITY AND INSURANCE:

Either party shall be responsible for and shall protect, indemnify and hold harmless the other from and against any and all losses, damages, suits, litigation, claims etc. arising out of

- i) Death of, injury to, any person, and/or
- ii) Loss of, or damage to, any property arising out of, or in connection with the use, application of the Products and/or services supplied without regard to the negligence and /or breach of duty(statutory or otherwise), and/or default of the other party.

To amend Clause no. 34.1 as under :

34.1 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 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, after giving 7(seven) days prior written notice to Contractor.

To add new Clause no. 35.0 in Section-A of OIL's booklet ref. MM/GLOBAL/E01/2005 for E-Procurement in Section-IV, General Terms & Conditions of tender document as under :

35.0 LIMITATION OF LIABILITY :

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

- (a) Neither the Seller nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the contractor to pay Liquidated Damages to OIL and;

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Seller in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Seller, or to any obligation of the Seller to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Seller harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

Following 3(three) items have been added to List of Items (under Item Sl. No.15 in Section-V) which were inadvertently not included but these items have been already included in Section-VI (in Price Schedule Proforma-1) :

Following items have been added to List of items(Item no.15 of Section-V , under other items) of tender document,which were inadvertently not included in the tender:

Sl.No.	Description	Quantity/UoM
Item No. 3.9	Audio System	1 No.
Item no. 3.10	Lighting Controller	1 No.
Item no. 3.11	Central Control System with Touch-panel	1 No.

NOTE: Above 3 items have already been included in Section-VI (in the enclosed Price Schedule Proforma-1)
