

Bid Corrigendum

GEM/2026/B/7482079-C3

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. 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.
3. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
4. 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.
5. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
6. Buyer Added text based ATC clauses

1.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through the Trade Receivables Discounting System (TReDS) platform.

Based on the initiatives of the Government of India to help MSE vendors get immediate access to liquid funds based on the buyer's credit rating by discounting, OIL has registered itself on the TReDS platform with M/s RXIL, M/s A TREDS Ltd. (Invoice Mart), M1xchange, C2treds, and DTX. MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on the TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) Vendor should be aware that all costs relating to availing the facility of discounting on the TReDS platform, including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by an

y name, shall be borne by the 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.

(iii) 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.

Note:

(i) Buyer means OIL, who has placed a Purchase Order / Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor who has been awarded a Purchase Order / Contract by OIL, (Buyer).

2.0 “FORWARDING LETTER & INSTRUCTION TO BIDDERS”, “GENERAL CONDITIONS OF CONTRACT”, “SPECIAL CONDITIONS OF CONTRACT”, “ALL ANNEXURES & PROFORMAS”, “BEC/BRC”, etc., attached in "Buyer Added Bid Specific ATC" tab. Bidders shall have to upload duly filled-up Annexures and Proformas along with documentary evidence in support of the evaluation criteria and item specifications as per the tender, along with the technical bid.

3.0 If any of the specifications/ clauses mentioned in the body of the tender document contradict with that mentioned in the document uploaded under “Buyer added bid specific ATC”, the specifications/ clauses mentioned in “Buyer added bid specific ATC” shall prevail.

4.0 Bidders are advised to submit their queries, if any, within 15 days from the date of tender publication. OIL shall not be liable to respond to any queries received after the stipulated deadline.

5.0 Bidder must be an OEM or an authorized dealer of OEM. Bidders other than OEM must provide the letter/ certificate of authorization from OEM as their Authorized Dealer at the time of bid submission. Otherwise, the offer will be liable for rejection.

6.0 The maximum allowable delivery period is 9 (nine) months after receipt of the PO.

7.0 Installation and commissioning shall be completed within 03 months after receipt of site clearance from the OIL.

8.0 Bidder claiming the MSE preference (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate in designated place in GeM for availing the benefits applicable to MSEs. Bidders to be necessarily guided by system requirements of GeM portal. Bidders to mandatorily get their MSE status verified through the GeM portal in order to avail the benefits applicable to MSEs. In cases where GeM portal does not distinctly display the bidder as MSE, the benefits applicable for purchase preference to MSEs shall not be extended to the bidder.

9.0 Payment terms: 80% of the cost of materials shall be payable within 21 days of receipt of materials at destination against undisputed invoice and the remaining payment and installation commissioning charges shall be released after successful commissioning.

10.0 The Office address mentioned anywhere in the tender document as ICC Tower, 4, India Exchange Place, Kolkata - 700001, INDIA is changed to 6th Floor, N B

7. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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](#)

