

Bid Corrigendum

GEM/2026/B/7075139-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. **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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Schedule 1 Item is to be installed & commissioned at Secondary Tank Farm, Madhuban of Oil India Limited, Duliajan. Schedule 2 item is to be installed & commissioned at Oil India Higher Secondary School, Duliajan. Schedule 3 item is to be installed & commissioned at Field Engineering Department of Oil India Limited, Duliajan. All the items are to be delivered to CGM-Materials, Materials Department, Oil India Limited, Duliajan, 786602, Dist. Dibrugarh, Assam.
3. **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.
4. Buyer Added text based ATC clauses

1.0 Bidder's quoted price shall be on F.O.R. Duliajan Basis that shall be inclusive of all applicable taxes & duties, packing / forwarding charges, transit insurance charges, inland freight charges, installation & commissioning charges and any other charges as envisaged by the bidder.

2.0 Bidders are requested to fill up and duly seal and sign all the proformas & matrices and other documents attached in the "**Buyer Added Document Based ATC**" clause / field of the tender. These proformas / matrices will also form an important part of the tender document.

3.0 Bidders are to take a careful note of all the tender terms and conditions and attachments enclosed in the tender document while bidding. It will be the bidder's responsibility to carefully go through the contents of the tender and bid accordingly. Further, it is the bidder's responsibility to upload relevant documents in the concerned appropriate tabs / fields of the GeM portal while participating in the bid. OIL shall not be responsible for any mistake / misinterpretation done by the bidders in this regard and OIL shall evaluate the bids accordingly. No request from the bidder will be entertained on account of any lapse on bidder's end in this regard.

4.0 Bidder to note that in the event of award of order, following timing is also to be noted while delivering the items at OIL's premises as per the delivery schedule mentioned in the tender: The supplier will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the materials as per the timings given below :

a) Monday to Friday: Morning: 08.00 AM to 10.00 AM

Afternoon: 12.30 PM to 02.00 PM

b) Saturday: Morning: 08.00 AM to 10.00 AM

Sundays & National Holidays are closed.

5.0 Please refer to the General Notes to the Bidders contained in the document that has been uploaded in the "**Buyer Added Document Based ATC**" clause / field of this tender for important clauses like applicability of OIL's Banning Policy, Tax Collectible at Source (TCS), Restrictions on procurement from a country sharing Land Border with India, Performance Bank Guarantee (PBG), Settlement of Disputes, Queries Submission Timeline clause, Avoidance of Extension for Bid Submission clause and other important clauses mentioned therein, which form an integral part of the tender document.

6.0 The bidder shall submit an undertaking / declaration as per PROFORMA-H confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

7.0 Bidder is required to comply with all the terms & conditions mentioned in this tender and its enclosed attachments.

8.0 Purchase Preference for MSEs (L1 + 15% Band):

AAA) Preference Sequence for Price Matching: In the event that the lowest (L1) bidder is a non-MSE, MSEs whose quoted price falls within 15% of the L1 price shall be invited to match the L1 price, in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

BBB) Full Order Award to MSE L1 Bidder: If an MSE bidder, irrespective of social category or gender, qualifies as the L1 bidder, 100% of the order quantity shall be awarded to that MSE.

Note: The bidder shall be an MSE manufacturer in order to avail this benefit.

11.0 This is a two-packet tender. Hence, both the technical bid will open first and after that, only the price of the technically qualified bidders will be opened. Further, the evaluation will be done on 'individual item-wise' basis.

12.0 Guarantee / Warranty: The supplier shall furnish minimum warranty / guarantee of 12 months for the Brand-New Digital standee along with all standard accessories from the date of placement in service for defect free operation with specified accuracies and the said good would continue to conform to the description and quality as aforesaid. **In no case warranty from the date of invoice shall be accepted.**

13.0 The items shall be brand new, unused and prime quality. Bidder shall warrant (in the event of order) that the product supplied will be free from all defects & fault in material, workmanship and manufacture and shall be in full conformity with ordered specifications.

14.0 The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense.

15.0 Packing: (a) Roadworthy & rigid packing for all items of complete machine along with all accessories, and other supplied items to avoid any damage/loss/water ingress during transit. All small loose items shall be suitably packed in boxes. If any damage in transit is witnessed, supplier shall be rectifying the same.

(b) All manuals, drawings, documents, and digital items (discs/USB drive, if any) shall be separate

ly packed and contained in rigid plastic pouches.

16.0 The bidder must submit catalogues / brochures / datasheet / leaflet of offered items which should include all the specification of the tendered item. The bidder should clearly mention the Make & Model of the offered item.

17.0 Bidder to fill up and submit duly sealed & signed undertakings, checklists, matrices etc. that form an important part of the tender document.

18.0 The bidder must have their own office or own service centre in Assam (preferably within 100 kms radius from Consignee Address) to ensure necessary support throughout the warranty period. The details of the same with documentary evidence must be submitted along with the bid documents.

19.0 The successful bidder is required to install all the Digital Standees at their own arrangements as per requirement of OIL.

20.0 The successful bidder must make his own arrangements for transportation and accommodation of the installation engineer at Duliajan.

21.0 The successful bidder is required to supply all the required fixtures, mountings and any other accessories along with the supply.

22.0 Standard/Safe Operating Procedure (SOP) of the item shall be submitted during installation & commissioning.

23.0 OIL will issue a commissioning certificate after successful installation and commissioning. The warranty period will start from the date of successful installation and commissioning.

24.0 Items found defective during the time of receipt, during installation or during warranty period have to be repaired / replaced by the supplier at their own arrangement and free of cost. Preventive & corrective maintenance of all hardware/software supplied during warranty period shall be ensured by the supplier at no extra cost to OIL.

25.0 The supplier shall also provide free after-sales-service, free replacement of defective parts and all the software update and upgradation during the warranty / guarantee period. In case of software issues, remote support should be available within twenty-four (24) hours.

26.0 Bidder must provide following services during warranty period:

* Installation/ re-installation and maintenance of the hardware/software related issues (if any).

27.0 Bidder will have to arrange its own transport facility for the engineers to attend warranty service calls, and for movement of spare parts.

28.0 The engineers for warranty services should be available on-call basis.

29.0 The warranty coverage shall include required spare parts, labour, reasonable travel expense necessary for repairs at the jobsite, and expendables (*consumables and other service items made unusable by the defect*) used during the course of repair or any defects in the equipment during warranty period shall be replaced by the party at his own cost without any extra charge / cost to OIL.

30.0 The vendor must provide the warranty certificate on or before commissioning else commissioning will not be considered completed.

31.0 During warranty period, breakdown call should be attended within seventy-four (72) hrs. and repair or replacement of spares if any to be done maximum within fourteen (14) days of intimation of breakdown. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve (12) months subject to a maximum period of eighteen (18) months from the date of delivery.

32.0 Bidder must have prior experience in supplying Digital Standee and / or Content Management Solution in any of Public Sector Units / Central Govt. / State Government/ Public Limited Company. (Please refer to Amendment No. 1 below for amendment of this clause. The amended clause will override this clause).

33.0 All write ups, documents, certificates, manuals, correspondences etc. by the Supplier must be in English.

34.0 The supplier shall demonstrate the operation, and make personnel familiar and acquainted with the Brand-New Digital standee at OIL's site after installation of the item for a minimum period of one (01) day or till the satisfaction of OIL, whichever is applicable for below each of the areas mentioned:

(a) Operational training describing all features, troubleshooting & Maintenance training – At least one (01) working day.

35.0 Amendment No. 3 dated 06.02.2026: This amendment has been issued to amend the Clause No. 32 of the 'Buyer Added Bid Specific Text Based ATC Clause' as under:

Existing Clause: Bidder must have prior experience in supplying Digital Standee and / or Content Management Solution in any of Public Sector Units / Central Govt. / State Government/ Public Limited Company.

Amended Clause: Bidder or its OEM (either through themselves or through resellers) must have prior experience in supplying Digital Standee and / or Content Management Solution in any of Public Sector Units / Central Govt. / State Government/ Public Limited Company.

All other terms & conditions of the tender remain unchanged. Note: Amendment No. 1 & 2 were issued to the tender to extend the Bid Closing Dates till 10.02.2026 & 13.02.2026 respectively.

5. 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.
6. 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 %.
7. 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.
8. Buyer uploaded ATC document [Click here to view the file.](#)
9. 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.
10. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desired and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss

of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

11. 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 %.
12. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
13. **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
14. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
15. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
16. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
17. 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.
18. 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
. 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.
19. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
20. 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.
21. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
Cost of all the accessories and spares required for proper functioning of the item is to be included in the total bid price.
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22. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior

written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

23. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
24. 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.

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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.](#)