

## Bid Corrigendum

GEM/2025/B/6639271-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. Scope of supply (Bid price to include all cost components) : Only supply of Goods
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. 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. 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 buyers' credit ratings by discounting, OIL has registered itself on the TReDS platform with M/s. RXII and M/s. A TREDIS Ltd. (Invoice Mart). MSE vendors can avail themselves of this benefit by registering 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 a TReDS platform as a buyer.

(i) The 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 any 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

s, claims, and liabilities (including legal costs) that may arise from Seller's submission, posting, or display; participation in any manner on the TReDS Platform; the use of Services; or 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, or loss of information), whether in contract, tort, equity, or otherwise, or any other damages resulting from using the TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL, who has placed a purchase order/contract with an MSE vendor (seller).

(ii) Seller means an MSE vendor who has been awarded a purchase order/contract by OIL (buyer).

**2.0 "Statement of Non-Compliance (Annexure-AA)," "Commercial Check List (Annexure-BB)," and "Undertaking of authenticity of information/documents submitted (Annexure-K)"** are attached in the "Buyer Added Specific ATC" tab. The bidder shall have to upload the duly filled-out annexures with a seal and sign along with the technical bid.

**3.0** If any of the specifications/clauses mentioned in the body of the tender document contradict those 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 OEM-authorized dealer. Bidders other than OEM must provide the certificate of authorisation from OEM at the time of bid submission.

**6.0** The warranty for the material should be for a period of 18 (eighteen) months from the date of dispatch or 12 (twelve) months from the date of receipt, whichever is earlier, against defects arising from faulty materials, workmanship, or design.

**7.0** Responsibility for the replacement of either defective or dissimilar materials of order is to be under the scope of the OEM/ authorised agent of the OEM.

**8.0** Concessional GST clause has been deleted. Bidder to quote accordingly.

6. 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. 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](#)