

Bid Corrigendum

GEM/2025/B/7036159-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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
CGGS Madhuban
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 as under:

Total Quoted Price = Supply Price (inclusive of all applicable taxes & duties, packing / forwarding charges, transit insurance charges, inland freight charges, cost of spares and accessories that are required to be provided along with the main equipment for proper functioning and any other charges as envisaged by the bidder) + Installation & Commissioning (I&C) Price (inclusive of all applicable taxes & duties).

There is a separate field in the price bid filling option in GeM portal for this tender for entering the installation & commissioning (I&C) charges.

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 Bid Specific Additional Scope of Work" 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 Bid Specific Additional Scope of Work" 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, BEC / BRC clauses 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 Financial Criteria Exemption for MSE Manufacturers: Micro and Small Enterprises (MSEs) participating as manufacturers of the quoted product shall be exempted from meeting the financial criteria specified in this tender.

Note:

1. This exemption shall not apply to entities participating as Traders, Distributors, Sole Agents, or Works Contractors.

2. Bidders claiming exemption under this clause must submit valid supporting documents along with their bid to establish their status as MSE manufacturers.

9.0 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.

10.0 This is a composite tender (single packet bidding). Hence, both the technical and price bids will open simultaneously.

11.0 Please take an important note of the Bill of Materials (Annexure-I), I&C compliance clauses, special terms & conditions, pre-despatch inspection clauses, training clauses, BEC BRC clauses that form an integral part of this tender and have been attached in '**Buyer Added Bid Specific Additional Scope of Work**' field of this tender.

12.0 Please note that the tendered items will be used in PEL / ML areas issued or renewed on or after 01.04.1999 and hence the following scenario will arise:

(a) If the merit of GST for supply portion is 18%, i.e. same as the concessional rate of GST for supply portion of the items intended to be used in PEL / ML areas, then GST @18% will apply directly without applicability of Indigenous Supplies Certificate (ISC) from the Directorate General of Hydrocarbons (DGH).

(b) If the merit rate of GST for supply portion is less than 18%, i.e. the concessional rate of GST for supply portion of the items intended to be used in PEL / ML areas, then the lesser GST rate will apply directly without applicability of Indigenous Supplies Certificate (ISC) from the Directorate General of Hydrocarbons (DGH).

(c) If the merit rate of GST for supply portion is more than 18%, i.e. the concessional rate of GST for supply portion of the items intended to be used in PEL / ML areas, then the concessional GST rate will apply. In such scenario, applicability of Indigenous Supplies Certificate (ISC) from the Directorate General of Hydrocarbons (DGH) will arise.

However, in the event the order value (excluding tax and including only supply portion) for this scenario is less than INR 1.00 Lakh, then ISC will not be issued by DGH and the merit rate of GST will apply.

Bidder to take a note of the above scenarios and quote accordingly. **Bidder to mention the GST % against both supply portion and I&C portion that they have considered against this tender.**

Note: ISC from DGH / concessional GST will not be applicable for installation & commissioning (I&C) portion. Merit rate of GST will be applicable for the I&C portion only.

12.0 Please refer to the Amendment No. 1 dated 13.01.2026 that has been uploaded in the 'Buyer Added Bid Specific Document Based ATC' clause of this tender document towards amendment in certain technical specifications. Bidder to take a note of the same while submitting their bid.

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. 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.
9. 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 %.
10. 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.
11. **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
12. 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.

13. 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.
14. 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)
15. 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.
16. 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.
17. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
18. 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.
19. 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 required for smooth functioning of the item will be included in total bid price.
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20. 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.
21. 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.
22. 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.

23. 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](#)