

Bid Corrigendum

GEM/2025/B/6385097-C2

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. Buyer Added text based ATC clauses

Special Note:

AAA) Bidders to take note of the Bid Rejection Criteria as stipulated in the bid documents which have to be particularly met by the Bidders without which their offer will be considered as non-responsive and rejected.

BBB) The Bid Security / EMD submitted in the form of Bank Guarantee, should be valid for a period of 45 days beyond the bid validity, reckoned from the original bid end date, i.e., up to 04.01.2026.

CCC) Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed under Annexure-DDD. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

DDD) Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

The ESG Questionnaire (Annexure-II), along with an Explanatory Note for guidance, is given in the Buyer uploaded ATC Document.

1. Queries Submission Timeline clause-

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender within the timeline defined in GeM. Any queries received after the stipulated deadline will not be entertained or responded to by OIL. Queries must be submitted in writing via email to **partho.nath@oilindia.in**. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender No. & Name]'.
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2. Avoidance of Extension for Bid Submission clause-

Bidders are earnestly advised to ensure that their bid submissions are prepared and submitted in accordance with the deadlines specified in this tender document. OIL has taken all necessary steps to establish reasonable timelines for the submission of bids to allow ample time for thorough preparation.

As a matter of policy, OIL will only consider granting an extension of the bid submission due date as a one time exception in situations deemed unavoidable. Such extensions will be granted solely at the discretion of OIL and only in response to a written request from the bidder (mail to partho.nath@oilindia.in), submitted in accordance with the procedures outlined in this tender document.

It is hereby emphasized that OIL will not entertain or consider any requests for an extension of the bid submission due date, except in cases where OIL deems such extension unavoidable and the bidder submits a formal written request, detailing the compelling circumstances necessitating the extension. Bidders are therefore strongly advised to refrain from seeking an extension of the bid submission due date unless absolutely necessary due to unforeseen and unavoidable circumstances.

By participating in this tender process, all bidders acknowledge and accept the terms and conditions outlined in this Avoidance of Bid Submission Due Date Extensions clause.

3. Bidders to take note of the Additional Terms & Conditions available in Buyer uploaded ATC Document.

4. Bidders to submit Undertakings as per Exhibits-I, II, III, Proforma 1 as given in Buyer uploaded ATC Document.

5. Bidder to submit undertaking on Bidder's financial standing given in Buyer uploaded ATC Document.

6. Bidder to submit undertaking on Local Content (Annexure-F) given in Buyer uploaded ATC Document.

Corrigendum No. 1 dated 01.07.2025:

The ESG Questionnaire (Annexure-II) has been modified and uploaded in buyer uploaded ATC Document. Rest all T&C remains same.

Corrigendum No. 2 dated 03.07.2025:

The Document Verification Clause (Annexure-DDD) which is a mandatory requirement has been uploaded in buyer uploaded ATC Document. Please take note of the same. Rest all T&C remains same.

4. Buyer uploaded ATC document [Click here to view the file](#).
5. **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.
6. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
7. **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
8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9.
 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.
10. 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.

11. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Oil India Limited
Account No.
10494832599
IFSC Code
SBIN0002053
Bank Name
State Bank of India
Branch address
Duliajan

. Bidder to indicate bid number and name of bidding 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 along with bid.

12. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Oil India Limited
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

13. 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.

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](#)