

## Bid Corrigendum

GEM/2025/B/5926067-C6

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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% bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery quantity shall commence from the last date of original delivery order and in cases where option clause is exercised the extended delivery period the additional time shall commence from the last date of extended delivery period. Additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising option clause. Bidders must comply with these terms.
2. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods Training of operators and providing Statutory Clearances required (if any)
3. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignment location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in India attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded as part of bid.
4. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
5. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
6. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of work) to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. Goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility for concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.  
Applicable Concessional rate of GST :  
12  
%  
Notification No. and date :  
08/2022-Integrated Tax (Rate)  
dated  
13/07/2022
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 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 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 with the Seller.
11. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of the portal confirming payment of GST.
12. Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within 150 days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."
13. 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 Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
14. 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 enclose hard copy to the original DD to the Buyer within 15 days of award of contract.
15. 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  
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Duliajan

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
16. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.
17. Buyer Added text based ATC clauses

### **1. Queries Submission Timeline clause-**

All prospective bidders are hereby instructed to submit any queries or requests for clarification related to this tender in a period of five (5) calendar days from the date of publishing of this tender document. 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 [anjan\\_hira@oilindia.in](mailto:anjan_hira@oilindia.in). Please ensure that the subject line clearly states 'Tender Query - [Tender No. & Name]'.

## **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 timelines specified in this tender document. OIL has taken all necessary steps to establish a reasonable timeline 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 [anjan\\_hira@oilindia.in](mailto:anjan_hira@oilindia.in)), submitted in accordance with the procedure specified 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 requesting 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 the clause of Bid Submission Due Date Extensions.

**3. Bidders to take note of the BEC/BRC available in Buyer Specification Document and submit documents accordingly.**

**4. Bidders to take note of the Additional Terms & Conditions available in Buyer Specification Document. No remarks are submitted / left blank against the Additional Terms & Conditions given in Buyer Specification Document. When it would be construed that the bidder has not taken any exception/deviation to the tender requirements.**

**5. Bidders to submit Undertakings as per Exhibits-I, II & III given in Buyer Specification Document.**

**6. Bidders to submit Undertaking towards submission of authentic information / documents as per given in Buyer Specification Document.**

**7. Bidders to submit Undertaking for Local Content as per Proforma-5 given in Buyer Specification Document.**

**8. The hard copy of the bid security / EMD (for mode of submission other than online payment / e-payment) to be submitted in original in sealed envelope superscribed with GeM Bid No. and Bid End Date to GM (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam within the Bid Closing Date, failing which the bid shall be treated as incomplete & lead to rejection of the bid by buyer without making any refund to the seller. Also, scanned copy of the same shall be mandatorily uploaded by the bidder in their e-tender portal. This is in supersession of GeM GTC allowing for submission of hard copy of bid security / EMD within 5 days of the Bid Closing Date.**

**9. If Bank Guarantee is submitted towards 'Bid Security', then seller has to ensure that the Bank Guarantee indicates the name and detailed address (including e-mail) of their higher office from where confirmation towards the validity of the Bank Guarantee can be obtained.**

**10. Bid Security / EMD must be valid for minimum 135 days from the original bid closing date (05.02.2025), i.e. valid up to minimum 18/07/2025. Offers received with lesser Bid Security validity shall be strictly rejected.**

**11. Goods shall be subjected to stage wise and final inspection as detailed in Buyer Specification Document. Charges for OIL's approved Third Party Inspection Agency as detailed in Buyer Specification Document shall be borne by the successful bidder / supplier and no additional charges shall be paid by Owner (OIL). All prices are inclusive of charges for all facilities required for testing and all inspection requirements mentioned in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing (if any), all expenses like travel, incidental and fees payable to OIL's approved third party inspection agency.**

**12. Amendment No 01 dated 12-03-2024 to the GeM tender No. GEM/2025/B/5926067 dt 10.02.2025**

This amendment is issued to amend the following clauses of the tender.

Tender Clause No	Existing Technical Specification	Modified Technical Specification
4.2.2 (Seating Arrangement)	For Driver & Officer In-charge each - "HO Bostrom, USA / Ziamatic/ USSC Valor, USA make" Note: Seat without provision of SCBA brackets to be considered.	<b>Seating Arrangement:</b> For Driver & Officer In-charge each - ' , USA / Ziamatic/ USSC Valor, USA ma c. (USA)" Note: Seat without provision of SCBA ds to be considered.
4.2.3	For Crew (04 Nos.)-"HO Bostrom, USA / Ziamatic / USSC Valor, USA make"	<b>Seating Arrangement:</b> For Crew (04 Nos.)-"HO Bostrom, USA USSC Valor, USA make/ Seats Inc. (US

All other terms and conditions of the tender shall remain unchanged.

**13. Since Amendment No. 01 dated 12/03/2025 is not clearly visible, the same is also attached in added ATC document.**

18. 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 Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to the due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / a incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and 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 in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemptions provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category is 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](#) 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 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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this can raise their representation against the same by using the Representation window provided in the bid details field 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.

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\*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](#)