

Bid Corrigendum

GEM/2026/B/7928521-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. **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.
3. 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 %.
4. 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](#)
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. **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
7.
 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.
8. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
9. 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.
10. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
11. Buyer Added text based ATC clauses

A. Queries Submission Timeline:

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 bijoy.basumatary@oilindia.in. Please ensure that the subject line of your email clearly states 'Tender Query - [Tender Name]'.

B. Avoidance of Extension for Bid Submission:

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, 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**.

C. Bidders to take note of the BEC/BRC available in Buyer Specification document and submit documents accordingly.

D. Bidders to take note of the Additional Terms and Conditions available in Buyer Specification document. In case, no remarks are submitted / left blank against the Additional Terms & Conditions given in Buyer uploaded ATC Document, then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

E. The hard copy of the bid security / EMD (for mode of submission other than online payment / e-BG) is to be submitted in original in sealed envelope superscribed with GeM Bid No. and Bid End Date to CGM-Materials (HoD), Materials Department, Oil India Limited , Duliajan- 78660 2, Assam within the Bid Closing Date & Time, failing which the bid shall be treated as incomplete & lead to rejection of the bid without making any reference to the bidder. Also, scanned copy of the same shall be mandatorily uploaded by the bidder in their online bid. This is in supersession of GeM GTC allowing for submission of hard copy of bid security / EMD within 5 days of Bid Closing Date. (Bid security clause under Additional Terms and Conditions to be referred)

F. Bidders are advised to duly fill the uploaded **Buyer Uploaded Technical Specification Document & Buyer uploaded ATC document**, confirming categorical compliance and submit the same along with the Bid.

G. Bidders to submit Undertakings as per **formats** given in Buyer uploaded ATC Document.

H. CORRIGENDUM NO.1 :This Corrigendum is issued to notify the following chan

ges:

1.0 Following clause provided in the table below, under **BID EVALUATION CRITERIA / BID REJECTION CRITERIA (BEC/BRC) (ANNEXURE-III)** of the tender stands revised and to be read as under-

Clause No	Original Clause	Amended Clause
Under BE C Clause 2.1	b) The OEM shall have held continuous SEFA membership for a minimum of the last five (5) years prior to the original bid closing date. c) Valid documentary evidence of SEFA membership for each of the preceding five years shall be submitted, such as: i. SEFA membership certificates, or ii. Official confirmation letters issued by SEFA, or iii. Membership records published on the SEFA official website. d) OEMs without the stipulated SEFA membership history or with lapsed/discontinuous membership during the last five years, shall be deemed non-compliant.	b) The OEM shall have held continuous SEFA membership for a minimum of the last three (3) years prior to the original bid closing date. c) Valid documentary evidence of SEFA membership for each of the preceding three years shall be submitted, such as: i. SEFA membership certificates, or ii. Official confirmation letters issued by SEFA, or iii. Membership records published on the SEFA official website. d) OEMs without the stipulated SEFA membership history or with lapsed/discontinuous membership during the last three years, shall be deemed non-compliant.
Under BE C Clause 2.2	f) The OEM shall have held continuous SEFA membership for a minimum of the last five (5) years prior to the original bid closing date. (g) Valid documentary evidence of SEFA membership for each of the preceding five years shall be submitted, such as: i. SEFA membership certificates, or ii. Official confirmation letters issued by SEFA, or iii. Membership records published on the SEFA official website (h) The bidder's OEMs without the stipulated SEFA membership history, or with lapsed/discontinuous membership during the last five years, shall be deemed non-compliant.	f) The OEM shall have held continuous SEFA membership for a minimum of the last three (3) years prior to the original bid closing date. (g) Valid documentary evidence of SEFA membership for each of the preceding three years shall be submitted, such as: i. SEFA membership certificates, or ii. Official confirmation letters issued by SEFA, or iii. Membership records published on the SEFA official website (h) The bidder's OEMs without the stipulated SEFA membership history, or with lapsed/discontinuous membership during the last three years, shall be deemed non-compliant.

2.0 Following clause provided in the table below, under **Technical Specification sheet & Special Terms and Conditions (ANNEXURE-I)** of the tender stands revised and to be read as under-

SECTION A: LABORATORY FURNITURE		
Clause No.	Original Clause	Amended Clause
Clause 3.0 (Design Philosophy)	b) System shall be in CKD (Completely Knocked Down) construction for ease of transport and site assembly.	b) The system shall be supplied in CKD (Completely Knocked Down) or equivalent modular construction for ease of transportation and site assembly.

SECTION B: LABORATORY FUME HOOD		
Clause No.	Original Clause	Amended Clause
Clause:9.0 (Standards & Compliance)	Standards & Compliance Design, construction, and testing shall comply with: ASHRAE 110 (laboratory fume hood performance) SEFA standards relevant to laboratory fume hoods and furniture Type test certificates from OEM/recognized third party laboratories shall be acceptable.	Standards & Compliance Design, construction, and testing of Fume Hoods shall comply with: ASHRAE 110:2016 or latest edition (laboratory fume hood performance) SEFA standards relevant to laboratory fume hoods and furniture A valid OEM/third-party test report shall be submitted.

12. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless

otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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](#)