



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4449916  
Dated/दिनांक : 08-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	31-01-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-01-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Milling Machine as per IS 6893, IS 8614, IS 9474 (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	195753

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**  
MANAGER MATERIALS (IP)  
Materials Department, Oil India Limited, Duliajan - 786602, Assam. E-mail ID - "manish\_chowdhury@oilindia.in".  
(Manish Kumar Chowdhury)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	OIL INDIA LIMITED
Designation of Competent Authority	OIL INDIA LIMITED
Office / Department / Division of Competent Authority	OIL INDIA LIMITED

CA Approval Number	OIL 62/C&P/111
Competent Authority Approval Date	29-04-2022
Brief Description of the Approval Granted by Competent Authority	This is to certify that Oil India Limited is a Central Public Sector Enterprises under the Ministry of Petroleum and Natural Gas (MoPNG) and are engaged in oil & gas exploration and production activities. Oil India Limited has adopted Purchase Preference policy linked with Local Content issued by MOPNG vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and the original policy was approved by the Cabinet. This policy is applicable for tender value more than ₹ 1 Crore to treat the local supplier as Class I, Class II and Non-Local Supplier and to extend the benefit of purchase preference accordingly as per policy. Since, the estimated value of the subject tender is less than ₹ 1 Crore, no Purchase Preference Policy shall be applicable against this tender.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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% (Selected by Buyer) 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 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### Milling Machine As Per IS 6893, IS 8614, IS 9474 ( 1 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
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Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Standards	Confirmity to specification IS 6893 part 2 for Horizontal /Universal Knee Type Milling Machine	Yes
	Confirmity to specification IS 6893 part 6 for Vertical spindle Knee Type Milling Machine	Yes
Performance Parameters	Type of Milling	Universal Milling
	Nature of Operation	Heavy Duty
	Table Total Area (Length x Width) (mm x mm)	2060 x 300
	Automatic Lubrication to all slide	Yes
	Period of AMC in years if yes	0
	Warranty in years	1
	Foundation Turnkey Charges included	No
	Erection And Commisioning Charges Included In Offered Prices Without Foundation	Yes

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ratandeep Gogoi	786602,Oil India Limited, Duliajan, Assam	1	270

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 3. **Generic**

**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. **Generic**

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. **Forms of EMD and PBG**

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  
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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.

## 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **(I) BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/ national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the technical bid.

### **(A) TECHNICAL:**

#### **(1.0) Manufacturer's Experience - In case the bidder is a manufacturer :**

If the bidder is a manufacturer of the offered item(s), then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid:

(i) The bidder should have manufactured and successfully executed an order for

at least 01 (one) No. of Universal Milling Machine or "**SIMILAR ITEM**" to any Govt./Semi Govt./ Reputed Public Limited Company in India during last 05 (five) years as on original bid closing date of the tender (either by themselves or through their sole selling agent/distributor/dealer/supply house).

Documentary evidence in respect of manufacturing and supplying the above-mentioned item should be submitted with the technical bid, in the form of copies of relevant signed Purchase Orders along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders failing which the bids will be rejected:

(a) Signed and sealed Satisfactory supply/completion/installation report (in original on user's letter head)

**(OR)**

(b) Bill of Lading

**(OR)**

(c) Consignee delivery receipt/challan

**(OR)**

(d) Central Excise Gate Pass/Tax Invoice issued under relevant rules of Central Excise/Vat/GST.

**(OR)**

(e) Commercial Invoice/ Payment Invoice

(ii) Bidder quoting as manufacturer must guarantee uninterrupted supply of spares and availability of service for at least 10 years with effect from delivery of the Item / product for the item / product to be supplied under the Tender / Order, if order is awarded to them by OIL.

**(2.0) In case the bidder is not a manufacturer :**

If the bidder is a sole selling agent / distributor / dealer / supply house of any manufacturer, then bidder must furnish the following documents along with the technical bid failing which the bids will be rejected:

(i) Authorization certificate from the manufacturer (in original on manufacturer's letter head with signature & stamp) should be submitted along with the technical bid. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

(ii) Undertaking from the manufacturer (in original on manufacturer's letter head with signature & stamp) guaranteeing supply of items to the bidder in the event of an order on the bidder. This certificate should be valid at the time of bidding and should remain valid during the entire execution period of the order.

(iii) Warranty backup from the manufacturer in original on manufacturer's letter head (with signature & stamp) against the quality of the tendered item(s) as specified in the tender.

(iv) The bidder quoting on behalf of the manufacturers must also submit undertaking in original from the manufacturer for back up guarantee, after sale services and uninterrupted supply of spares for at least 10 years.

(v) Documentary evidence in respect of manufacturer's supply experience (**OR**) bidder's own supply experience of supplying minimum 01 (one) No. number of Universal Milling or "SIMILAR ITEM" in last 05 (five) years as on original bid closing date of the tender **as specified in the para (1.0) (i)**.

**(3.0) "SIMILAR ITEM" here shall mean "Any kind of Milling Machine including Knee and Column type Milling Machine, Horizontal Milling Machine, Vertical Milling Machine, Fixed Bed type milling machine, Planer type milling machine, Special type milling machine and CNC Milling Machine"**

**Notes:**

a) The Purchase Order date need not be within 05 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 05 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report should be issued on company's letter head with signature and stamp.

c) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC.

**(B) FINANCIAL:**

**(1.0)** Annual Financial Turnover of the bidder from Operations during any of preceding 03 (three) financial / accounting years from the original bid closing date should be **at least ₹ 48,93,833.33**, as per the Audited Annual Reports.

Annual Financial Turnover of the bidder from operations shall mean - "**Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year**" as per the Companies Act, 2013 Section 2 (91).

**(2.0) The Net Worth of the bidder must be positive for the accounting year preceding the original bid closing date.**

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

**(3.0)** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that '**the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the original bid closing date**'.

**Notes:**

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-J**.

**(OR)**

ii) Audited Balance Sheet along with Profit & Loss account."

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**ANNEXURE- J****CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

**(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD)**

**TO WHOM IT MAY CONCERN**

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*This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to..... **(As the case may be)** are correct.*

<b>YEAR</b>	<b>TURN OVER</b> <i>In (₹) Crores</i>	<b>NET WORTH</b> <i>In (₹) Crores</i>

*Place:*

*Date:*

*Seal:*



Membership No.:

Registration Code:

**(4.0)** In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

(i) Turnover of the parent/ultimate parent/ holding company should be in line with Para 1.0 above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive in line with Para 2.0 above.

(iii) Corporate Guarantee (as per below Annexure C) on parent/ ultimate parent/ holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

### **ANNEXURE-C**

#### **PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE**

#### **TOWARDS FINANCIAL STANDING (Delete whichever not applicable)**

#### **(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

#### **DEED OF GUARANTEE**

*THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.*

*WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No..... for.....and M/s.....(Bidder) intends to bid against the said tender and desires to have Financial support of M/s..... [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.*

*Now, it is hereby agreed by the Guarantor to give this Guarantee and undertake as follows:*

- 1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.*
- 2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.*
- 3. The Guarantor have an annual financial turnover of minimum INR..... Cr or USD ..... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.*
- 4. Net worth of the Guarantor is positive for preceding financial/ accounting year*

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

<b>for and on behalf of (Parent/Ultimate Parent/Holding Company) (Delete whichever not applicable)</b>  <b>Witness:</b>  1.  2.	<b>for and on behalf of (Bidder)</b>  <b>Witness:</b>  1.  2.
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(iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

## **(II) SPECIAL TERMS AND CONDITIONS:**

### **(1.0) Special Notes:**

(1.1) Original catalogues which shows relevant features and Dimensional details of the equipment shall be submitted along with the offer.

(1.2) The requirements of any other accessories required for the smooth operation of the machine are also to be quoted in detail in the offer document.

(1.3) Deviation from NIT requirements shall be clearly indicated in the offer under separate heading.

(1.4) All write ups, documents, certificates, manuals, correspondences etc. by the Supplier must be in English.

(1.5) Three sets of Operation & Maintenance manual shall be provided free of cost along with materials.

(1.6) Soft copy of the Operation & Maintenance manual shall be provided to OIL authorized personnel at the time of installation & commissioning.

(1.7) Part manual of the offered model giving the part list number of each component with exploded views and assembly drawings will be required at the time of order supply.

(1.8) Maintenance manual shall be inclusive of Preventive Maintenance Checklist and Schedule Maintenance.

(1.9) Standard Operating Procedure/SOP of the machine shall be submitted during installation and Commissioning.

(2.0) **Demonstration & Training to OIL personnel:**

The bidder shall demonstrate the operation and maintenance of the Equipment and make Central Workshop's employees (minimum 05 Nos. of employees) familiar and acquainted with the Brand-New Universal Milling Machine at Central Workshop, Oil India Limited, Duliajan, after installation of the machine at OIL's Premises for a minimum period of 5 days or till the satisfaction of Incharge-Central Workshop (whichever is applicable).

(3.0) **Packing:**

(3.1) The packing shall be roadworthy for transportation up-to site, sufficiently robust to withstand rough handling.

(3.2) Boxes/ packing cases containing electrical equipment shall be water & rodent proof.

(3.3) All manuals, drawings, documents and digital items (discs, if any) shall be separately packed and contained in rigid weather-proof plastic pouches.

(4.0) **Inspection cum Testing & Training:**

OIL as purchaser shall have the right to carry out stage inspection and shop visit to review the manufacturing progress but such inspection shall not relieve the bidder of his responsibility to ensure that the equipment supplied is free from all manufacturing and other defects and conform to correct specifications. The bidder/manufacturer shall inform OIL in advance (four weeks if in India & sixteen weeks if abroad) for inspection at OEM/suppliers premises. However, manufacturer should not hold any manufacturing activity for witness of purchaser's stage inspection. OIL shall have the right to waive such inspection. Supplier should arrange Training for minimum two personals at OEM premises at OIL's Cost if required, To and fro of OIL Personnel for training will be borne by Oil India Limited.

**A) PRE-DELIVERY INSPECTION:**

i) Pre-delivery inspection shall be performed by OIL to ensure all components, controls, etc. are included as specified herein, free from any defects and equipment can fulfil all the requirements as specified prior to delivery and acceptance. The testing of Brand-New Universal Milling Machine shall necessarily be carried out at factory/ manufacturer premises/bidder's premises in presence of representatives of OIL. The manufacturer or its representative shall give a notice in advance of minimum four weeks for in country and sixteen weeks for abroad for carrying out pre-delivery inspection and shall arrange for consumables for testing at his cost. OIL shall witness such inspection & testing at mutually agreed date and will bear the cost of its inspection visit to the factory.

ii) The firm is required to demonstrate at the time of inspection, in addition to their normal checks, carried out during assembly and testing as a part of quality control measures, full load cutting test with drilling capacity of the machine as specified in leading parameters.

iii) During testing all controls, operations, safety will be checked, and proper record will be maintained by the manufacturer's representative. Any defect/ abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality/ failure is noticed during the testing.

iv) Any defects which become evident during the test shall be corrected by the bidder at his own expense prior to shipment to OIL.

v) The Brand-New Universal Milling Machine will be cleared for dispatch to site only when the testing is declared successful by OIL.

**B) DISPATCH/SHIPMENT TO SITE:** The items shall be dispatched only after OIL's satisfactory inspection and advice.

**(5.0) INSTALLATION AND COMMISSIONING AT SITE AND HANDING OVER TO OIL:**

(5.1) Installation and Commissioning of the Brand-New Universal Milling Machine shall be carried out by the bidder in the presence of OIL representatives at sites at Duliajan, Assam (India).

(5.2) Installation / commissioning charges should be quoted separately which shall be considered for evaluation of the offers. These charges should include amongst others to and from fares, boarding/ lodging and other expenses of the service personnel during their stay at Duliajan, Assam (India).

(5.3) The bidder shall be responsible for safety of its personnel and equipment during the commissioning work.

(5.4) During the installation & commissioning job, the bidder shall strictly ensure that all the cut ends of cables, packing materials, leftover items are removed from site after completion of work.

(5.5) No environmental damage shall be done while carrying out the job.

(5.6) All jobs related to power supply related to commissioning of the machine including: Placing / fixing of cable trays, Laying of cable, Glanding and Termination of cable, Supply of all materials including foundation bolts, etc. shall be under supplier's scope.

(5.7) All electrical works of installation shall be carried out in complete with latest IS, National Electric Code and CEA regulations.

(5.8) All electrical works of installation, testing and commissioning shall be performed under supervision of persons having valid electrical Supervisory license of competency issued / recognized by State Electrical Licensing Board, Assam

**(5.9) The installation and commissioning of the Brand-New Universal Milling Machine shall be completed within 30 days from the date of communication of site readiness/site clearance from OIL.**

#### **(6.0) SERVICE AND WARRANTY:**

(6.1) The supplier shall ensure adequate and prompt after sales service free of cost during warranty period, and against payment after the warranty period is over.

(6.2) The warranty period for the Brand New Universal Milling Machine with all accessories should be a minimum of 18 months from the date of dispatch/ shipment or 12 months from the date of commissioning of the equipment whichever is earlier.

(6.3) The warranty coverage shall include required spare parts, labour, reasonable travel expense necessary for repairs at the jobsite, and expendables (consumables and other service items made unusable by the defect) used during the course of repair or any defects in the equipment during warranty period shall be replaced by the party at his own cost without any extra charge to OIL.

(6.4) The OEM (Manufacturer of Universal Milling Machine) or bidder shall guarantee the supply of spares for 10 years for all the equipment to be supplied under the contract, if awarded to him by OIL.

**(III)** 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.

**(IV)** A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Original Bid Security/EMD (in the form of bank Guarantee) not received within the stipulated date & time mentioned in the GeM Bid.

(b) Bid Security/EMD (in the form of bank Guarantee) received with-

(i) Validity shorter than the validity indicated in the GeM Bid

**(AND/OR)**

(ii) Bid Security/EMD amount lesser than the amount indicated in the GeM Bid.

**(V)** Bank Details of Beneficiary for submission of Bid Security / EMD and Performance Security / PBG are as under:

	<b>Bank Details of Beneficiary</b>	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details: (i) MT 760/MT 760 COV for issuance of bank guarantee. (ii) MT 760/MT 767 COV for amendment of bank guarantee. [Purchase Order Number should reflect in the SFMS text under MT 760/MT 760 COV] The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

**(VI)** The bid security / EMD should be submitted only in the form of Bank Guarantee or Online Payment. Bid Security / EMD received in no other form shall be considered.

**(VII)** The hard copy of the bid security / EMD (in the form of Bank Guarantee) is to be submitted in original in sealed envelope **super scribed with GeM Bid No. and Bid End Date** to GM- Materials (HoD), Materials Department, Oil India Limited, Duliajan- 786602, Assam **within the mentioned bid end date and time, failing which the bid shall be treated as incomplete & shall lead to rejection of the bid by buyer without making any reference to the seller.** Also, scanned copy of the same shall be mandatorily uploaded by the bidder in their online bid. **This clause is in supersession of 5 working days time as provided**

#### **ed in Clause 4(xiii)(m) of GeM GTC.**

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

**(IX)** No price should be uploaded in the Technical Bid submitted by the bidders. In case any price is found mentioned / uploaded in the technical bid, the offer will be rejected straightway.

**(X)** Bidders must quote their prices on F.O.R. Destination basis (including cost of loading as well as unloading).

**(XI) APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:** Revised Banning Policy dated 17.03.2023 as uploaded in OIL's website and revised guidelines of banning/debarment vide OM no. F.1/20/2018-PPD dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance, Govt of India will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

**(XII) Tax Collectible at Source (TCS):** Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. &
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh &
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected, is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (IH) of Income tax Act, 1961.

**(XIII)** At any time prior to the deadline for submission of bids, the Company may , for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

**(XIV) DELIVERY TIMING:** Suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below-

- a) Monday to Friday:
  - (i) Slot-1: 08.00 AM to 10.00 AM
  - (ii) Slot-2: 12.30 PM to 02.00 PM
- b) Saturday: 08.00 AM to 10.00 AM

Note: No delivery shall be made on Sunday / National Holidays.

**(XV) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.**

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following document for availing the benefit applicable to MSEs:

**Udyam Registration Number with Udyam Registration Certificate.**

**Note:** In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

**(XVI) FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM.**



Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TreDS platform and following the procedures defined therein, provided OIL is also participating in such TreDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on 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 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, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TreDS Platform or from the use of Services or from 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, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TreDS platform for discounting their (MSE Vendor's) invoices.

#### **Notes:**

(a) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

**(XVII) SET-OFF:** Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**(XVIII)** In case of any queries regarding the instant GeM Bid, interested parties

may write to the e-mail ID **manish\_chowdhury@oilindia.in**.

**(XIX)** It is for information of all Bidders that Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum No. F.7/10/2021-PPD (1) dated 23rd February, 2023 (order- Public Procurement no.4) has proclaimed Requirement of registration under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this GeM Bid. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-N of this GeM Bid. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this GeM Bid.

**7. Buyer Added Bid Specific ATC**

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

**8. Generic**

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 %.

## **Disclaimer/अस्वीकरण**

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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 Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**