



**OIL INDIA LIMITED**  
**(A Government of India Enterprises)**  
**Pipeline Headquarter, Narengi, Assam (India)**

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**TENDER NO. SGI3821P24/2B**

**DATE: 03.07.2023**

**INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

Dear Sirs,

OIL invites Bids for the supply of **Bituminous items under RATE CONTRACT** through its e-Procurement site under **National Competitive Bidding (NCB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No.MM/LOCAL/E-01/2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RfX [Tender no.] under RfX and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RfX.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Technical Attachments under Rfx Information tab as **ANNEXURE IA**.

**THE TENDER WILL BE GOVERNED BY:**

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (Indigenous Tenders). Special attention to the bidders is drawn to Section – E of the document.
- b) Technical specifications, Quantity and Notes of the tendered items as per **Annexure – IA**.
- c) Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) as per **Annexure - IB**
- d) The prescribed Bid Forms for submission of bids are available in the Technical Rfx -> External Area -> Tender Documents. The Checklist must be filled-up and submitted along with the technical bid.

**SPECIAL NOTE:**

1.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and due date to Office of Dy. General Manager - Materials (PL), Oil India Limited, Pipeline Headquarters, Narangi, P.O. Udayan Vihar, Dist. Kamrup(Metro), Assam, Pin-781171 on or before **13:00 Hrs (IST)** on the Bid Closing Date mentioned in the Tender.

- a) Detailed Catalogue.
- b) Any other document required to be submitted in original as per tender requirement.

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 2.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidder's risk and may result in rejection of its offer without seeking any clarifications.
- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oil-india.com](http://www.oil-india.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 5.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before 13:00 Hrs (IST) on the bid closing date failing which the offer shall be rejected.
- 6.0 **Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 7.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical Attachments under Rfx Information tab only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFX Response.**
- 8.0 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Notes and Attachments" tab as per the Price Bid Format uploaded.**
- 9.0 Please refer BEC/BRC under "Annexure-1B\_BEC-BRC" applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.

10.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. All the bidders are requested to go through the following document before uploading their bid. This document is also uploaded as part of NIT.

10.1 E-Tender User Manual.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(GITASREE SARMAH)  
SR. MANAGER MATERIALS(PL)  
FOR DGM-MATERIALS  
FOR EXECUTIVE DIRECTOR PLS

**Tender No. & Date : SGI3821P24/2B****03.07.2023**

Tender Fee : INR 0.00  
 Bid Security Amount : INR 330,000.00

**Bidding Type : Two Bid**

Bid Closing On : 03.08.2023 at 13:00 hrs. (IST)  
 Bid Opening On : 03.08.2023 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> 84012205	<b>ROOFING MATERIALS</b> Bitumen Felt, Hessian Base, Type 3, Self finished felt, Grade I for Water Proofing and Damp-Proofing as per IS : 1322 (the Latest version / revision will be considered), Bearing ISI Mark; Width : 1.0 metre, Length : 20 metres, Minimum Weight of Finished Bitmen Felt in Dry condition, 46 Kg per roll of 20 mtrs.	4000	RL
<b>20</b> 85320013	<b>BITUMEN</b> Bitumen for Roof Water proofing (IS:73-2013) Hard Grade with the following Specifications : i) Penetration at 25°C, 100 g, 5 s, 0.1 mm, Min:35 ii) Absolute viscosity at 60°C, Poises: 3200-4800 iii) Kinematic viscosity at 135°C, cSt, Min:400 iv) Flash point (Cleveland open cup), °C, Min: 220 v) Solubility in trichloroethylene, percent, Min:99.0 vi) Softening point (R&B), °C, Min:50 vii) Tests on residue from rolling thin film oven test: a) Viscosity ratio at 60°C, Max: 4.0 b) Ductility at 25°C, cm, Min: 25	80000	KG
<b>30</b> 85320057	<b>Bitumen for Road Surfacing</b> The specification for paving bitumen (VG-10) grade should conform to the following requirement as per IS 73:2006 :- 1. Absolute viscosity at 60 deg.C, Poises, Min. - 800 2. Kinematic viscosity at 135 deg.C, cSt, Min. - 250 3. Flash Point, (Cleveland open cup),deg.C, Min. - 220 4. Solubility in trichlorethylene percent, Min. - 99.0 5. Penetration at 25 deg.C, 100g, 5s, 0.1 mm - 80-100 6. Softening Point (R&B), deg.C, Min. - 40 7. Tests on residue from thin-film oven tests/RTFOT i) Viscosity ratio at 60 deg.C, Max. - 4.0 ii) Ductility at 25 deg.C, cm, Min. - 75 after thin-film oven test	50000	KG

**Note description for item no./nos. : 10**

(a) Products offered must bear ISI marking and offers must be accompanied with valid authorisation of Bureau of Indian Standards for use of ISI marking for the offered product, failing which offer will be rejected

(b) Payment shall be released only after acceptance of supply

**Note description for item no./nos. : 20, 30****NOTE :****1.0 Packing and marking :**

Each container of penetration grade bitumen shall be legibly and indelibly marked with the following :-

- a) Manufacturer's name or trade-mark, if any
- b) Month and year of manufacture
- c) Type of the material and Grade
- d) Batch number

And each container must be fully sealed.

**2.0 BIS Certification Marking :-**

The container may also be marked with the BIS Standard Mark.

3.0 The Supplier/Manufacturer should provide the Manufacturer test certification conforming to the characteristics as stated above with each lot/batch.

4.0 Bidders should clearly indicate Nett Weight and Gross weight (Nett weight + Drum weight) of supplied bitumen in their invoices at the time of delivery.

5.0 Bidders should also confirm in their bids their packaging quantity in drums to be supplied e.g. in X (say 150 Kg) and/or Y (say 200 Kg) etc. capacity drums. Weight of empty drums should also be clearly indicated in the bid.

**Standard Notes: I. APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:**

Banning Policy revised on 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.

**II. LAND BORDER SHARING:**

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

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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 tender. Therefore, all bidders are requested to be guided by the Clauses stipulated in the enclosed Annexure-D of this tender. In this respect, the format of Undertaking to be submitted by the bidders is given vide EXHIBIT-I & EXHIBIT-II of this tender

III. To further promote usage of TReDS, the following clause pertaining to the provisions regarding TReDS shall be applicable for tenders where MSE clause is applied: -

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.

Note:

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

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

IV. Bidders should fill-up and submit alongwith their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K.

#### V. GENERAL HSE POINTS

1.0 The Contractor shall adhere to following points while performing the works under this contract.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board.

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It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.

6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

10. The Contractor shall submit to DGMS returns indicating # Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule.

Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor. 16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP

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mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.

21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

25. OIL will communicate all information to the Contractor or his authorized representative only.

26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

27. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish



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telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

35. Barricading of area to be done with reflecting tapes as applicable during work.

36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non\_compliance, the Contractor will be penalized as per the terms of the Contract.

42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor

**Special Notes** : I. This tender is floated to enter into a rate contract for a period of 02(two) years for supply of Bituminous items (with above specification). The quantity indicated above is only tentative requirement and may decrease depending on actual requirement. Formal Purchase orders placed against Rate Contract will indicate the actual requirement. Order will be placed as and when required basis. The prices should remain firm during the period of rate contract. OIL is entitled to place supply orders up to the last day of the validity of the rate contract, though supplies against such supply orders will be effected beyond the validity period of the rate contract.

II. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Price Bid format uploaded under "Notes and Attachments" tab.

III. In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID" should contain details as mentioned in the technical specifications as well as BEC/ BRC. No price should be given in above Technical bid otherwise the offer will be rejected. Please go through the help documents in details before

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uploading the document and ensure uploading of technical bid as per the instructions. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Price bid to be submitted under "Notes and Attachments" tab.

IV. OIL reserves the right to withdraw the rate contract by serving suitable notice

V. Bid should be valid for minimum 120 days from bid closing date, failing which offer shall be rejected.

VI. PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TECHNICALLY ACCEPTABLE. THE TECHNICALLY ACCEPTABLE BIDDERS WILL BE INFORMED BEFORE OPENING OF THE "PRICED BID".

VII. This tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

VIII. Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. The name of the OIL's Independent External Monitors at present are as under:

(a) Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail id : rpawar61[at]hotmail[dot]com  
ramphal[dot]pawar[at]ips[dot]gov[dot]in

(b) Shri Om Prakash Singh, IPS (Retd.),  
Former DGP, Uttar Pradesh  
E-mail: Ops2020[at]rediffmail[dot]com

(c) Dr. Tejendra Mohan Bhasin,  
Former Vigilance Commissioner, CVC  
E-mail: tmbhasin[at]gmail[dot]com

**IX. CONFIRMATION OF PERFORMANCE SECURITY:**

The following clause is applicable for performance security submitted in the form of bid bond. Bidders are requested to strictly comply to this clause:

OIL has made arrangement for online confirmation of Bank Guarantee through SFMS Platform with Axis Bank, Guwahati. The bank guarantee issued by the bank must be routed through SFMS platform as per following details -

- a. (i) MT 760/MT 760 COV for issuance of bank guarantee
- (ii) MT 767/MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code - UTIB0000140, Branch Address - Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin - 781005.

b. The Bidder/Seller/Contractor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee.

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank in India shall not be acceptable.

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## X. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):

10.1 Bids must be accompanied with requisite Earnest Money Deposit / Bid Security as mentioned in the bidding document. Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected.

10.2 EMD must be paid either through online mode (PAYMENT GATEWAY only\*) or submitted as Bank Guarantee/Bank Draft/Bankers' cheque.

10.3 EMD shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed as APPENDIX-I to IFB/RFQ or a Bank Draft/Bankers' cheque in favour of OIL or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

10.4 Bidder shall upload the scanned copy of EMD / BG/ Proof of Invoice Generation through Payment Gateway to OIL on e-Tendering Portal along with the unpriced bid.

10.5 EMD BG should be valid for 90 days from Bid validity.

10.6 Original EMD (BG/ Bank Draft/Bankers' cheque) shall be submitted on or before final Bid due date and time at address mentioned in Bid Data Sheet (BDS)/RFQ/IFB otherwise offer shall be rejected and no further opportunity shall be given to bidder for submission of EMD.

10.7 SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.

## 10.8 INVOKING/FORFEITURE OF BID SECURITY/EMD:

The bid security can be forfeited in the following condition:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid sumoto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit/(CPBG) within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder as specified elsewhere in "Guidelines for Banning business Dealings".

10.9 OIL shall return EMD to unsuccessful Bidders if it is submitted in the form of BG. OIL shall return the EMD submitted in the form of DD directly to unsuccessful Bidders. In the case of successful Bidder, the EMD shall be returned to them after the order / contract is effective and Contract Performance Bank Guarantees submitted as per tender conditions. No interest shall be payable by OIL on the EMD at the time of returning the same.

## 10.10 Exemption of EMD:

- i. In case of Micro and Small Enterprise, only Udyam registration certificate shall be considered for availing the Benefit of EMD exemption. EMD exemption shall be given to all Manufacturers/Service Providers having Valid MSE registration irrespective of Primary Product/Service category including traders. However, MSE price preference shall not be given to a trader.

The Udyam registration certificate shall be verified from Gol Udyam registration portal (present web address is <https://udyamregistration.gov.in>). The status of MSE Bidder as on the of Unpriced Bid Opening shall be considered for applying above benefits for entire evaluation. In case an MSE bidder has submitted Udyam Registration but authenticated scanned document is not uploaded along with Bid on Gem Portal, the same can be accepted provided a valid MSE Certification is available on Government Udyam Registration portal."

ii. Central Govt. department and Public Sector Undertaking are exempted from submission of EMD.

iii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of EMD.

**Tender No. & Date : SGI3821P24/2B**

**03.07.2023**

- XI. OIL will place individual orders against rate contract with the following minimum quantity:
- Bitumen felt : 150 roll
  - Bitumen 30/40 : 7000 kg
  - Bitumen VG-10 : 7000 kg