

NIT FOR TENDER NO. CGI 5609P21

OIL INDIA LIMITED
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E-Tender

OIL INDIA LIMITED invites Competitive Domestic Bid through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following Services:

Tender No	Bid Closing Date & Time	Service Description
CGI 5609P21	12.01.2021 At 11.00 A.M.	Exposure repair and restoration work of Pipeline (Two numbers 355.6 mm OD and 219.1 mm OD)at River BALA (Inside Bauxa Forest) West Bengal

The details of IFB and procedures for applying & participation can be viewed using “Guest Login” provided in the e-procurement portal and also in OIL’s web site www.oil-india.com. The link to OIL’s E-Procurement portal has also been provided through OIL’s website

All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on above Website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, 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 BEC/BRC shall be submitted along with the Techno-Commercial Bid.

1.0 Financial capability: Bidders must have:

(A) Annual financial turnover as per Audited Annual Reports in any of the preceding three (3) financial years should be at least Rs. 9,52,900.00

FOR CONSORTIUM:

At least one member of the consortium to meet the above criteria of 50% turnover. The other members of consortium should meet minimum 25% turnover requirement.

(B) Net Worth should be positive for the preceding financial year.

(C) 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

OR

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

(D) 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 (Firm Registration Number) is not available. However, bidder to provide documentary evidence for the same.

2.0 TECHNICAL:

2.1 Experience of having successfully completed similar works in previous 7(seven) years to be reckoned from the original bid closing date should be the following:

(i) Experience of at least 1(one) similar work of value not less than **Rs. 15,88,200.00**

Similar works shall mean "EXPOSURE REPAIR OF HYDROCARBON PIPELINES / LAYING OF HYDROCARBON PIPELINES / COATING REFURSHBENT OF PIPELINES / LOWERING JOB CARRIED OUT IN HYDROCARBON PIPELINES / CASING INSTALLATION AND EXTENTION JOB CARRIED OUT IN HYDROCARBON PIPELINES "

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

2.3 In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

2.4 Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

3.0 Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule

- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
 - xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

4.0 COMMERCIAL:

4.1 Bidder shall furnish Bid Security declaration along with Bid. Bid security declaration shall be furnished as a part of 'Techno-Commercial Bid'. Any bid not accompanied by a proper bid security declaration will be rejected. Scanned copy of the same shall be submitted along with the e-Tender.

4.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

4.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected. Rates shall be quoted in figures as well as in words.

In case of e-Tender, Bidder shall submit scanned copy of the signed bid along with Technical Bid in e-portal as mentioned above as per e-Tendering procedure.

4.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.5 The Techno-Commercial Bid should not have any price indication.

4.6 Any bid containing false statement will be rejected.

4.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Documents, otherwise the bid will be rejected.

4.8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

4.9 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

4.10 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

4.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause

- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.

4.13 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

4.14 Bid received with validity of offer less than specified number of days from the date of Bid opening will be rejected.

5.0 GENERAL:

5.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

5.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

5.4 Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

5.5 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

5.6 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

5.7 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

5.8 A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL. Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive.

5.9 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

5.10 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

5.11 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

5.12 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

5.13 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

5.14 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

5.15 Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

5.16 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

5.17 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

5.18 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

5.19 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

5.20 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

6.0 BID EVALUATION CRITERIA (BEC):

6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

6.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.

6.3 In case of identical bidding amongst more than one bidder, the successful bidder will be selected by Draw of Lots.

7.0 PAYMENT TERMS:

7.1 Payment will be initiated after receiving certified (both parties) copy of the invoices as per measurement (not lesser than one month).

ANNEXURE-AA:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

(To be issued by practicing Chartered/Cost Accountant Firm
on their Letter Head)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statement of M/s_____ (Name of the bidder) for the last three (3) completed accounting years up to_____(as the case may be) are correct.

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

*****END OF BEC/BRC*****