

NIT for Tender No. GCO 9067 P22

Oil India Limited, a Government of India Enterprise intends to float Tender on “**HIRING SERVICES FOR REPAIR ,SERVICING,GAS CHARGING AND SUPPLY OF REQUISITE SPARES FOR ALL TYPE OF AIR CONDITIONERS AT PS09, DUMAR AND PS10, BARAUNI.**”

Interested bidder may collect the Bid Documents from the office of the **General Manager (Contracts) Guwahati-781171** from **29-12-2021 to 29-01-2022** during office hours from 8.00 AM to 10.00 AM. The Bid Closing Date (BCD) is **31-01-2022 at 11:00 hrs.** and Bid Opening Date (BOD) is **31-01-2022 at 14.00 Hrs.**

The NIT is also available at OIL web site **www.oil-india.com**. All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on the Oil Website and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website. Tender Reference is **GCO 9067 P21.**

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC):

A.Special Condition

The Bidder shall have their Service Centre/Workshop located in the area as below.

1.Any location within the District of Begusarai or Khagaria or Katihar in the State of Bihar.

Bidder has to provide documentary evidence w.r.t location of its Service Centre/Workshop as mentioned above.

All other Terms & Conditions shall be as per Standard BEC/BRC of OIL's Procurement Procedure / Manual for Goods & Services as mentioned below.

B) EXPERIENCE & FINANCIAL CRITERIA

1.0 EXPERIENCE:

The Bidder shall have experience of at least one similar work (as mentioned below in Note 1) of value of work of at least **Rs. 1,24,300.00** under tender in previous 7 (seven) years to be reckoned from the original bid closing date.

If the prospective bidder is executing service contract of similar work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the 50% of value of work 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.

Note 1

Similar Work as described above shall mean experience of Repairing or Servicing or Annual Maintenance of Refrigerating items like Air Conditioners or Water Coolers or Bottle Coolers or Refrigerators or Deep Freezer units or Cold Storage Units

Documentary Evidence:

Documentary evidence in support of work experience and fulfilling the requirement as spelt out in clauses above must be submitted along with techno-commercial bid.

A. These documents should be in the form of copies Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience. OR

B. In case the work is done for OIL, the bidder shall submit documentary evidence in the form of copies of Final Service Entry Sheet (SES) or copies of Work Order or Contract document or copy of Certificate of Completion (COC)/ Certificate of Payment (COP) of jobs successfully completed. It may be clearly noted that simply mentioning of OIL's Contract / Work Order No will not be accepted.

NOTE 2

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

2.0. FINANCIAL EVALUATION CRITERIA:

The following Financial criteria shall have to be met by the bidder-

(i) **Annual Turnover** :Minimum Annual turnover should be at least **Rs. 74,600.00** in any of the preceding 3 financial years considered from the original bid closing date.

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.

(ii) **Net worth : Net Worth of the bidder should be positive for the preceding financial/ accounting year**

Note 3

NOTE: -Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months 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 2020-2021 (or as the case may be) has actually not been audited so far.(NOT VALID FOR TENDERS OPENED AFTER 30 SEP2021)

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**. *In addition to membership number & Firm Registration Number, UDIN is also to be specified in the certificate of Turnover & Net worth issued by the CA.*

OR

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

(c) 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 needs to provide documentary evidence for the same.

3.0. Bidders have to furnish the followings: -

- 1.4.1 NAME OF FIRM
- 1.4.2 DETAIL POSTAL ADDRESS
- 1.4.3 TELEPHONE NO.
- 1.4.4 MOBILE NO.
- 1.4.5 E-MAIL ID
- 1.4.6 FAX NO.
- 1.4.7 CONTACT PERSON
- 1.4.8 CONTACT PERSON'S CONTACT NO.
- 1.4.9 TAX EXAMPTION CERTIFICATE NO, if applicable. (Attested copy required)
- 1.4.10 CST REGD. NO, if applicable . (Attested copy required)
- 1.4.11 LOCAL SALE TAX REGD.NO if applicable. (Attested copy required)
- 1.4.12 PAN NO. (Attested copy required)
- 1.4.13 VAT REGD.NO, if applicable. (Attested copy required)
- 1.4.14 BANK ACCOUNT NO.
- 1.4.15 BANK ACCOUNT TYPE
- 1.4.16 BANK NAME
- 1.4.17 BANK ADDRESS
- 1.4.18 SERVICE TAX REGD. NO (Attested copy required)
- 1.4.19 P.F.CODE NO. (Attested copy required)

Note :

1 Any bid not complying BEC/BRC requirements shall be summarily rejected.

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 and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC/BRC shall prevail.

4.0 Deviation to the following provision of the tender document liable for rejection of Bid:

- 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
- 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.

5.0 GENERAL:

a) In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

b) In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its 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 the Company. The loading so done by the Company will be final and binding on the Bidders.

c) 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 clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.

d) Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.

e) The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952

j) GST Act

6.0 COMMERCIAL:

6.1 Bidder shall submit the offer under "Single Stage Single Bid System"- Technical bid" and the "Price Bid".

6.2 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. Any bid not accompanied by a proper bid security will be rejected. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.

6.3 The Technical Bid should not have any price indication.

6.4 Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. Any bid for which bid security is not received before due Date of Bid Closing will be rejected.

6.5 Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.

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

6.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

6.8 Any bid containing false statement will be rejected.

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

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

6.11 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.

6.12 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

6.13 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

6.14 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

6.15 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- 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.
- k) Set off clause

7.0 **BID EVALUATION CRITERIA (BEC) :**

7.1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.

7.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of rates quoted by the bidders.

7.3 In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders

7.4 Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

7.5 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 BRC and such clarification fulfilling the BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

7.6 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

7.7 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date. -----
