

NIT FOR TENDER NO. CGI0359L23

OIL INDIA LIMITED
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Pipeline Headquarters
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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
CGI0359L23	02.06.2022 At 11.00 A.M.	HIRING THE SERVICE OF MINI BUS (VINTAGE NOT MORE THAN 5 YEARS) FOR A PERIOD OF 1(ONE)YEAR UNDER ADMIN SECTION, PHQ

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.

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

1.0. BID REJECTION CRITERIA (BRC):

The bid shall conform 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 BRC shall be submitted along with the Techno-Commercial Bid.

- 1.1 Any bid not complying BEC requirements shall be summarily rejected.
- 1.2 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. Documentary evidence of the same is to be submitted.
- 1.3 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 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.
- 1.4 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:
 - a) Tax Exemption Certificate, if any, if /applicable.
 - b) PAN no. (photocopy of the PAN card required).
 - c) GST registration No.
 - d) Bank account No. with name of Bank, Type of account, Bank address.
 - e) P.F. Account No. / Code.
 - f) ESI registration no.
- 1.5 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) AGST Act/VAT
- k) GST Act

1.6 Documentary Evidence in support of sound financial standing, Bank Account Number from any Nationalized Bank and PAN card number to be submitted by bidder.

1.7. **COMMERCIAL:**

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

1.7.2. The Integrity Pact (if applicable) as per Section-V has to be submitted/uploaded 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. A bid submitted without integrity pact will be summarily rejected.

1.7.3. The Technical Bid should not have any price indication.

1.7.4. Bidder shall upload Bid Security Declaration as referred in Relevant Section of the Bid document along with technical bid. Any bid for which bid security declaration is not received before due Date of Bid Closing will be rejected.

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

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

1.7.7. 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.

1.7.8. Any bid containing false statement will be rejected.

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

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

- 1.7.11. 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.
- 1.7.12. 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

1.8. GENERAL:

- 1.8.1. In case Bidder takes exception to any clause of Tender 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 the 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 BEC/BRC.
- 1.8.2. **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 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.**
- 1.8.3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 1.8.4. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 1.8.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

2. BID EVALUATION CRITERIA (BEC):

- 2.1. 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.
- 2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be

made on the basis of total amount quoted for the items of SOQ (i.e. fixed monthly charge X **48months**, Running Charge per KM X the Estimated KM indicated i.e. **4000 Km/month**) for each vehicle of the tender.

- 2.3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.
- 2.4. **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.**
- 2.5. **Contracts on the basis of “One Bidder-One-Vehicle” will be awarded to the successful bidders as per priority of the Draw-of-Lots against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender.**

a) The lowest techno-commercially acceptable bidder (L1) will be determined by the rates quoted for each vehicle. The bidder with lowest rate per vehicle will be declared as L1. Similarly, techno-commercially acceptable bidder offering the next higher rate will be ranked as L2, L3, L4 and so on for each vehicle.

b) In the case where only a single bidder emerges L1 for each vehicle, L2 bidder(s) will then be offered to provide the service of tendered vehicle subject to matching their rates with L1 bidder. However, if any of the other bidders refuses to match their price to that of L1 bidder, the next lowest bidder will be considered for award of contract subject to matching their price to L1 bidder.

Subsequently, when more than one bidder emerges as lowest (L1) bidders due to equal rates quoted (or after matching of prices), then the successful bidder for award of contract of each vehicle will be decided by draw of lots. All techno-commercially qualified L1 bidders will be eligible for “draw of Lots”. However, the first successful winner in the “draw of Lots” will not be eligible for 2nd & subsequent rounds of “draw of Lots” and the second successful winner will not be eligible for 3rd & 4th round of “draw of Lots”, and so on. The allotment of the vehicles will be on the basis of **‘One Person One Vehicle’** only. Company's decision in this regard is final and binding to all bidders.

c) The original rates quoted by the bidders will not be allowed to increase under any circumstances.

d) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

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

SPECIAL TERMS AND CONDITIONS

Scope of works:

HIRING THE SERVICE OF MINI BUS (VINTAGE NOT MORE THAN 5 YEARS) FOR A PERIOD OF 1(ONE)YEAR UNDER ADMIN SECTION, PHQ ALONG WITH 02(TWO) MEMBERS CREW COMPRISING 01(ONE) DRIVER and 01 (ONE) HELPER, with standard fittings, to be stationed at OIL's Admin Section, PHQ, Guwahati (Assam) and to visit any place of OIL's operational areas in ASSAM for a period of 1 (one) year, compliance of statutory requirements of Govt. regulatory agencies and satisfactory performance & services by the bidder as well as Driver & Helper engaged by contractor.

Terms and conditions of the contract shall include but not limited to the following:

- I) Vehicle should have a valid commercial all ASSAM road permit throughout the contract period. The documents shall be produced to the engineer in charge at the time of placement.
- II) Vehicle shall be equipped with all the standard fittings, instruments etc, including portable fire extinguisher, Fog light, First Aid box with updated list of medicines, Seat cover, Floor mats, front guard, charging unit for charging of mobile phones, spark arrestor with fittings, Back gear with beeping sound, Outside Rear view mirrors on both sides of the vehicle.
- III) The Contractor has to arrange, without any extra cost to Company, the entry pass for personnel and vehicle engaged to Oil operational area (including PHQ Narengi, Pump Stations, Terminals, Industrial Area at Duliajan etc.). Any cost regarding completing of formalities for entry pass shall have to be borne by the Contractor).
- IV) All Statutory taxes & levies (Valid Commercial Tax, permit, registration, fitness, pollution, insurance of the vehicle etc.) shall be borne by the contractor. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- V) Driver of the vehicle should have a valid driving license and possess good mental and physical health condition and shall submit a medical fitness certificate in this regard. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- VI) Contractor shall provide a suitable replacement of the vehicle in case of unavailability of the regular vehicle due to breakdown or for any other reason.
- VII) Terms and conditions of the MOS dated 24.01.2014 shall be adhered to wherever applicable.
- VIII) Contractor is responsible for payment of monthly wages to DRIVER & HELPER as per MOS dated 24.01.2014 with annual increase of daily rate of wages at Rs 30 per day for driver and Rs 20 per day for helper respectively w.e.f 01st of January every year. This shall be included in bidders quoted monthly fixed rate. Monthly wages @ Rs 814.31 /Day (DRIVER) and @ Rs 611.48 (HELPER).

- IX) Driver & Helper is entitled for a weekly day of rest, 23 leaves and 5 holidays in a year, contractor shall ensure reliever driver to run the services of hired vehicle during these days on instructions of the engineer in charge.
- X) Contractor shall pay SOT, DOT, HOT and Night Halt allowance as applicable to the vehicle driver & helper on actual basis and the amount shall be reimbursed monthly in subsequent bills.
- XI) Contractor shall provide uniform which includes 4 Nos of Sky blue color shirts and 4 Nos navy blue pants and two pair of shoes to the driver & helper once in a year. The amount shall be reimbursed on actual basis on submission of the original receipts/bills.
- XII) The vehicle has to be maintained in good running condition during the period of contract. All lubricants, spare parts and maintenance which may be necessary shall be provided by the contractor.
- XIII) OIL Logo and Bilingual company name with glow sign reflectors to be imprinted on the vehicle body at the time of placement of vehicle.
- XIV) Contractor is responsible for insuring the driver & helper for an amount of Rs 3 (Three) lakhs under Group Personal Accident Policy (GAP) and shall be renewed every year. The documents shall be produced to the engineer in charge at the time of placement of the vehicle.
- XV) 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.
- XVI) Vintage of the vehicle should not be more than 5 years and to be in good running condition.
- XVII) **Early termination clause "The Contract may be terminated at any time by the COMPANY during the contract period as soon as the new long term contract for the service of hiring mini bus at PHQ for four (04) years will come into the force and in the event of such termination, the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the CONTRACT up to the date of termination."**
- XVI) In case of any contradiction between SCC and GCC, SCC will prevail.

NOTE :

- * A SUITABLE FIRE EXTINGUISHER WILL HAVE TO BE INSTALLED IN THE VEHICLE FAILING WHICH A PENALTY OF Rs. 500 per day WILL BE IMPOSED.**
- ** FIRST AID BOX WITH VALID/UP TO DATE ITEMS SHOULD BE AVAILABLE AT THE VEHICLE ALL TIMES.**

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.

UDIN

Signature

*****End of BEC-BRC*****
