

NIT for Tender No. GCO 5515 L21

Oil India Limited, a Government of India Enterprise intends to float LIMITED Tender for services of **“Dismantling of Tilted Control Room Building inside Digboi Refinery Terminal constructed under UGPS Project Phase-I.”**

Interested bidder may collect the Bid Documents from the office of the **General Manager (Contracts) Guwahati-781171** from **29-10-2020 to 12-11-2020** during office hours from 8.00 AM to 10.00 AM. The Bid Closing Date (BCD) is **13-11-2020 at 13.30 hrs.** and Bid Opening Date (BOD) is **13-11-2020 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 5515 L21.**

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 FINANCIAL CRITERIA: ANNUAL TURN OVER

a) Annual financial turnover as per Audited Annual Reports in any of preceding 3 financial years to be reckoned from the original bid closing date should be **at least .Rs 64,500.00**

b) For consortium

i).At least one member of the consortium to meet the above criteria of 50% turnover.

ii).The other members of consortium should meet minimum 25% turnover requirement.

c) Period for consideration : In any of preceding 3 financial years

d) Net worth: Positive for the preceding financial / accounting year.

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

f)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.

g) 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 (as the case may be) has actually not been audited so far.

h) 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 will have to provide documentary evidence for the same.

1.2 TECHNICAL CRITERIA :

A) Experience: Bidder must have relevant experience in carrying out similar nature of jobs with contract works in previous 7 (seven) years to be reckoned from the original bid closing date, complying with the following:

One similar successfully completed work costing not less than Rs.1, 07,400.00.

"Similar nature of job" means the bidder shall have the experience of the bidder shall have the experience in carrying out the civil related works in Central Govt. Organization/ PSU/ State Govt. Organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking in India" during last 7 (seven) years ending bid closing date.

1.4. 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 EXEMPTION 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.

1.5 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.

1.6) In case of OIL contractor, copy of certificate of completion (COC)/Work Order showing gross value of job. It may be clearly noted that simply mentioning of OIL COC/WO no. will not be accepted.

1.7 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 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

1.8 COMMERCIAL:

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

1.8.2 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.

1.8.3 The Technical Bid should not have any price indication.

1.8.4 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.

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

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

1.8.7 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.

1.8.8 Any bid containing false statement will be rejected.

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

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

1.8.11 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.

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

1.8.13 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.

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

1.8.15 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

1.9 BID EVALUATION CRITERIA (BEC) :

1.9.1 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.

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

1.9.3 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

1.9.4 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.

1.9.5 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.

1.9.6 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.

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

1.10 **OPENING OF COMMERCIAL/ PRICE BIDS:**

- 1 Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.
- 2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.
- 4 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated.
- 5 Bidders are requested quote their rates in the Price Format enclosed as per SOQ. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
- 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.

10.0 **EXEMPTION OF EMD:**

- (i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme, MSMEs are exempted from payment of EMD for the items they are registered with NSIC. Valid registration certificate with MSME/NSIC must be enclosed along with the application for issuing tender documents.
 - (ii) Public Sector Undertakings (PSU), Central Govt. Departments are also exempted from payment of EMD.
 - (iii) Firms registered with MSME, NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
 - (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
 - (v) Public Sector Undertakings (PSU), Central Govt. Departments, Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents
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