

NIT FOR TENDER NO. CGI 0390P23

OIL INDIA LIMITED
(A Government of India Enterprise)
Pipeline Headquarters
P. O. –Udayan Vihar, Guwahati-781171, Assam, India
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OIL INDIA LIMITED invites Competitive Domestic Bid through its e-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following Services:

<i>Tender No</i>	<i>Bid Closing Date & Time</i>	<i>Service Description</i>
CGI 0390P23	08.09.2022 At 11.00 A.M.	
ADDITIONAL INFORMATION	1) LAST DATE OF PRE BID QUERY:10.08.2022(3:30PM) 2)PRE-BID CONFERENCE:17.08.2022(10:00AM) 3)CONFERENCE VENUE: OIL PIPELINE HEADQUARTERS, GUWAHATI	HDD and Hook-up of NBPL, NSPL and GSPL at GS road crossing at PLKM 406.

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(BRC) / BID EVALUATION CRITERIA (BEC)

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the conformity of the bid to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the offer will be considered as non-responsive and rejected.

1.1 TECHNICAL:

Bidder must meet the following criteria:

The Bidder should have the experience of executing at least one project for installation of API quality Hydrocarbon 'Cross-country' submerged pipeline in India by horizontal directional drilling (HDD) method for a minimum length 300 m and size 355.6 mm OD & above across river/road. The experience criteria as defined above shall be in last 7(seven) years reckoned from the bid closing date.

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.

1. For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

Copy of Certificate of Completion (COC)/ Work Orders /Certificate of Payments (COP) / Service entry Sheet (SES) of jobs successfully executed during the last seven years ending bid closing date, showing gross value of the job done, Nature of job done and Time period covering the financial year(s) as per NIT should be furnished as documentary evidence. It may be clearly noted that simply mentioning of OIL Contract Number or Work order will not be accepted.

2. Relevant Completion Certificates (COC)/ work order issued by PSUs or Central Govt. or State Govt. or Reputed Private Organization in last seven years from date of original bid closing date should clearly specify:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.
- e) FORM 16(A) has to be submitted in case of private companies.

It may be clearly noted that simply mentioning of COC number will not be accepted.

NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.

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

1.3.2 All the supporting documents in compliance to BRC requirements shall be scanned and uploaded along with the technical bid.

1.3.3 Any bid not complying BRC requirements shall be summarily rejected.

1.3.4 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.

1.3.5 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.

1.2 FINANCIAL:

1.2.1 Annual financial turnover of bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **₹1,19,86,288.00**

1.2.2 Period for consideration: **In any of preceding 3 financial years**

1.2.3 Net worth: **Positive for preceding financial / accounting year**

1.2.4 For Proof of Annual Turnover any of the following documents /photocopy must be furnished:

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth. 'UDIN' along with membership and firm registration number of CA issuing the certificate for turnover & net worth of the bidder must be provided.

OR

ii) Audited Balance Sheet and Profit & Loss account.

Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice

1.2.5 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.

1.2.6 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 2021-2022 (or as the case may be) has actually not been audited as on original bid closing date.

1.3 COMMERCIAL:

~~1.3.1 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Techno-Commercial 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 and scanned copy shall be submitted along with the e-Tender.~~

~~1.3.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.~~

1.3.3 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. Bidder shall submit scanned copy of the signed bid as mentioned above as per e-Tendering procedure.

1.3.4 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.

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

1.3.6 Any bid containing false statement will be rejected.

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

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

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

1.3.10 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.

1.3.11 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.

1.4 GENERAL:

- 1.4.1 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.
- 1.4.2 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 rejected.
- 1.4.3 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.
- 1.4.4 Any exceptions/deviations to tender must be spelt out by Bidder in their 'Techno-Commercial' bid only. Any additional information/terms/ conditions furnished in sealed 'Price Bid' will not be considered by Company for evaluation/award of contract.

Bidder shall fulfill all the relevant clauses applicable in case of legacy system or e-Tender whichever is applicable.

2.0 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 given below:
- 2.2 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, as per price bid format.

3.. COMMERCIAL:

- 4.1. Bidder shall submit the offer under Single Stage two bid system.
- 4.2. The Technical Bid should not have any price indication.
- 4.3. Validity of the bid shall be minimum 120 days. Bids with lesser validity will be rejected.
- 4.4. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

4.5. 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.

4.6. Any bid containing false statement will be rejected.

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

4.8. 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.

4.9. 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

4. BID EVALUATION CRITERIA (BEC):

5.1. 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.

5.2. 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.

5.3. 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

5.4. 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.

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

5 OTHER INFORMATION /DOCUMENTS:

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) Goods & Service Tax registration no.
- e) Bank account no. with name of Bank, Type of account, Bank address.
- f) P.F. Account No./ Code
- g) ESI Account No./Code, if applicable
- h). GST REGISTRATION NO.

Non Furnishing of the above information may be liable for rejection of the offer.

6 GENERAL:

a) 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 BRC.

b) 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 also such clarification fulfilling the BRC clauses must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

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

d) Any exceptions/deviations to the tender and applicable statutory duties and levies must be spelt out by bidder in their Techno-Commercial bid only.

e) The original copy of documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

f) In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

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