

**NIT for Tender No. GCO3082P23**

**Oil India Limited, a Government of India Enterprise intends to “PROVIDING SERVICE OF ENVIRONMENTAL QUALITY MONITORING TESTING AT PS4-SEKONI FOR AMBIENT AIR QUALITY MONITORING, STACK GAS MONITORING OF IC ENGINES, AMBIENT NOISE LEVEL MONITORING, LUX INTENSITY MONITORING AND EFFLUENT WATER ANALYSIS FOR A PERIOD OF TWO (2) YEARS AND EXTENDABLE UPTO ONE (1) YEAR SUBJECTS TO SATISFACTORY SERVICE.”. Interested bidder may collect the Bid Documents from the office of the General Manager (Contracts) Guwahati-781171 from 06.04.2023 to 03.05.2023 during office hours from 0800 Hrs to 1530 Hrs. The Bid Closing Date (BCD) is 04.05.2023 at 13.30 hrs. and Bid Opening Date (BOD) is 04.05.2023 at 14.00 Hrs.**

**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 GCO3082P23.**

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

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. 50775.00**

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 Firm, with membership number certifying the Annual Turnover and nature of business. '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 along with Profit & Loss account.

(D) 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.

2.0 Experience: Bidders must have:

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

**(i) Experience of at least 1(one) similar work of Rs. 84,625.00**

**Similar Work means: "carrying out jobs environmental / stacks gas monitoring for State Govt./ PSU/ Other Govt. organization."**

2.2 For proof of experience, the following document/photocopy must be submitted along with the bid:-

a) Certificate issued by any other PSU/Government department for last seven years experience from the date of opening the bid, showing:-:

i) Gross Value of Job done;

ii) Nature of job done; and

iii) Time period covering the financial year(s) as per NIT.

b) 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.

2.3 The bidder shall have valid authorisation by Assam Pollution Control Board , Assam / Central Pollution Control Board to carry out similar job. Same is need to be submitted for proof.

Note: -

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

2) 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.

3.0 (A) 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.

(B) Bidders have to furnish the followings:-

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. MOBILE NO.
5. E-MAIL ID
6. FAX NO.
7. CONTACT PERSON

8. CONTACT PERSON'S CONTACT NO.
9. TAX EXAMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
10. GST REGD. NO, if applicable . (Self-Attest copy required)
11. PAN NO. (Self-Attest copy required)
12. BANK ACCOUNT NO.
13. BANK ACCOUNT TYPE
14. BANK NAME
15. BANK ADDRESS

#### 4.0 COMMERCIAL:

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

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.

3. 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.

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

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

6. 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.

7. Any bid containing false statement will be rejected.

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

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

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.

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

12. 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.

13. Bidder shall fulfill all the relevant clauses applicable for this Tender.

#### 5.0 Evaluation of Bids:

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein under:

#### **BID EVALUATION CRITERIA (BEC)**

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.

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.

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.

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. Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.

6. Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

7. At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

8. Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.

9. To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

11. A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

12. The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## 6.0 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 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