

NIL FOR TENDER NO. CGI 1661 P20

OIL INDIA LIMITED
(A Government of India Enterprise)
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
CGI 1661 P20	18-07-2019 At 11.00 A.M.	Hiring of Services for Project Management Consultancy services for construction of Centre of Excellence for Energy Studies (CoEES) and Pipeline Headquarters (PHQ) Office Building at Pipeline Headquarters (PHQ) Township, Guwahati, Assam

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 & BID EVALUATION CRITERIA FOR THE TENDER

BID EVALUATION CRITERIA (BEC):

1.0 BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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 must be submitted along with the Techno-Commercial Bid.

1.1 TECHNICAL EVALUATION CRITERIA:

1.1.1 (a) The bidder shall have experience of providing Engineering and Project Management Consultancy Service (EPMC)/Project Management Consultancy (PMC) for design and construction of centrally air-conditioned, multi-storied framed Green

Building with minimum 3 star GRIHA Rating / Smart Building with all the facilities like Building Management System (BMS), HVAC, Fire Fighting, UPS system etc. for Commercial / Office / Hotel/ Shopping Mall / Hospital / Institute / IT Park/ Software Park / Airport Terminal etc. The value of such project/building shall not be less than **Rs.47.30 Crore** (Project Cost) or having minimum built-up area in superstructure not less than **9500 square metre** during last 7 (seven) years prior to the original bid closing date.

1.1.1 (b) The bidder shall have experience of having successfully executed one similar EPMC / PMC job as mentioned above in Para 1.0 of value not less than rupees **Rs.47,9600.00** of the proposed job in the last 7 (seven) years as on the original Bid closing date of this tender.

1.1.2 In order to ascertain the same as mentioned above in Para 1.1.1 (a) & 1.1.1 (b), the bidder shall have to submit necessary documentary evidence in the form of:

1.1.2 (a) Copies of Work Order and/or Contract document containing detailed scope of work, period of contract, value of contract etc in support of Work Experience.

1.1.2 (b) Copies of Completion Certificates or payment certificates or any other documents which substantiate completion of the jobs issued by the clients with contact details of the issuing person / organisation (e-mail address, phone number, fax number etc.) in the form of:

(i) In case of contractor executing jobs in OIL: copy of Certificate of Completion (COC)/Certificate of Final Payment of jobs successfully completed during last 7(seven) years as on the original Bid Closing Date, showing gross value of job done.

OR

(ii) Copy of Completion Certificate of experience (from the client (s) to whom EPMC /PMC services were rendered by the bidder) shall be (a) submitted along with the bid in the organizational letter head of the client (whose job was executed by the bidder) during the last 7(seven) years as on the original Bid Closing date, specifying -

- Brief description of work
- Value of the contract
- Contract period (in months)
- Actual completion period (in months)
- Year of completion.

1.1.3 Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

1.1.4 Requisites for the Services offered:

(i) Any offer which does not include all the jobs / services mentioned in Section-III, (Scope of Work) will be considered as incomplete and rejected.

(ii) Bids will be rejected if it does not conform to the technical requirements as mentioned in Section-III, (Scope of Work).

1.2. FINANCIAL EVALUATION CRITERIA:

1.2.1 (a) Annual Financial Turnover : The Annual Financial Turnover of the Bidder in any one of the preceding 3 (three) Financial/Accounting Years from the original Bid

Closing Date (BCD) must be equal to or more than **Rs.47,9600.00** as per Audited Annual Financial Reports.

1.2.1 (b) Net Worth: The Financial Net Worth of the bidder must be positive for the Preceding Financial / Accounting Year to be considered from the original Bid closing date.

1.2.2 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 2018-19 has not been audited as on original bid closing date.

NOTE:

(a) For proof of Annual Turnover & Net worth, any one of the following documents 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 as per format prescribed in Annexure-A to BEC.

OR

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

(b) 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 is not available. However, bidder to provide documentary evidence for the same.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.

1.3 BID FROM CONSORTIUM OF COMPANIES:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

1.3.1 The Leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1.1 (a) & 1.1.1 (b) above.

1.3.2 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum 50% of the annualized estimated value of PMC of the proposed job during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum 25% of the annualized estimated value of PMC of the proposed job during any of the preceding

03 (Three) financial/accounting years reckoned from the original bid closing date, as per clause no. 1.2.1 (a).

1.3.3 In case of consortium bidding, net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date, as per clause no. 1.2.1 (b).

1.3.4 Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members. Notarization must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

1.3.5 (a) Only the Leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

1.3.5 (b) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.

1.3.5 (c) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

1.3.5 (d) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

1.3.5 (e) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

1.3.5 (f) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

1.3.5 (g) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

1.3.5 (h) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

1.3.6 Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

2.0 BID REJECTION CRITERIA:

2.1. Bids shall be submitted under Single Stage Two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Attachments" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

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

2.3 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

2.4 Bids should be valid for 120 days from the bid closing date. Bids with shorter validity will be rejected as being non-responsive.

2.5 Bid Security in original shall be furnished as a part of the Technical Bid and shall reach OIL's General Manager (Contracts) PL's office at Udayan Vihar, Guwahati on or before 14.00 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

2.6 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. If the bidder is a consortium, the Integrity Pact must be, signed by all consortium members.

2.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

2.8 Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

2.9 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.

2.10 Any Bid containing false statement will be rejected.

2.11 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.

2.12 Non-submission of the documents as specified in BEC will result in rejection of bids.

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

2.14 Bidder must accept and comply with the following provisions / clauses as given in the Bid Document in toto failing which bid will be rejected:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Mobilisation / 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. Taxes Clause
- xv. Termination Clause
- xvi. Integrity Pact, if applicable
- xvii. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.15 Conflict of Interest : OIL's contractor, M/s. Utpal Ghosh Associates, New Delhi, already engaged for Architectural and Engineering Consultancy Services etc for this Project shall not be eligible to bid against this tender. The bidders against this tender or their consortium partners, if any, shall not have any conflict of interest with the said contractor, in which case the bid will be rejected. Further, the successful bidder or any of its consortium partners shall not be eligible to bid for the Construction tender or Supply of goods for the project. Necessary undertaking as per **PROFORMA IX** shall be submitted by the bidder.

3.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:

3.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.2 The bidders must quote their Prices in the manner as called for vide Schedule of Rates (SOR) – 1 & 2 under Section - II.

3.3 Bidder needs to mandatorily quote for all the items in the Schedule of Rates (SOR) – 1 & 2 in Section – II else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against the items mentioned in the SOR– 1 & 2.

3.4 To ascertain inter-se ranking, the comparison of responsive bids will be subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the Price quoted against SOR-1 and 2.

3.5 However, the contract will be awarded for all the items covered under SOR-1 & 2. Payment against SOR-2 shall be made based on actual executed quantities.

3.6 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.

3.7 Bidder must include all liabilities and taxes including statutory liabilities but excluding Goods and Service Tax (GST) which will be borne by the company (OIL).

3.8 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section-II.

3.9 The contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

3.10 It is to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.