

**NIT FOR TENDER NO. CGI 3411 P20**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Pipeline Headquarters**  
**P. O. –Udayan Vihar, Guwahati-781171, Assam, India**  
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**E-Tender**

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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:

Tender No	Bid Closing Date & Time	Service Description
CGI 3411 P20	28-01-2020 At 11.00 A.M.	<b>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</b>

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](http://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)**

**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 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. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL EVALUATION CRITERIA:**

1.0 Consultant must meet the following criteria:

## 1.1 EXPERIENCE

(i) (a) The bidder shall have experience of providing Project Management Consultancy Service (PMC) OR Engineering and Project Management Consultancy (EPMC) OR construction Management for construction of centrally air-conditioned, multi-storied framed building 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.

(b) Apart from above, bidder shall have experience of having successfully executed one similar PMC / EPMC/Construction management job of either Green Building having GRIHA Rating /OR Rating in LEED / OR Building with Access Control Management or CCTV, EPABX, IT infrastructure along with associated network for voice, data and video, UPS system or Building Management System (BMS) job in the last 7 (seven) years as on the original Bid closing date of this tender irrespective of value of the job successfully completed.

In order to ascertain the same as mentioned above in Para (i)(a) & (b), the bidder shall have to submit necessary documentary evidence in the form of copies of Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience

(iii) Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para (i)(a) & (b) in the form of -

(a) 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

(b) Copy of Completion Certificate of experience (from the client (s) to whom PMC /EPMC/ Construction Manasgement services were rendered by the bidder) shall be submitted along with the bid in the organizational letter pad 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.

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

## 1.2 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).

## **B) FINANCIAL EVALUATION CRITERIA:**

(i) 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.97.87 Lacs** as per Audited Annual Financial Reports.

(ii) 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.

**Note 1 :** Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

**Note 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 bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting years 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 have actually not been audited so far'.

### **Note3:**

For proof of Annual Turnover & Net Worth any one of the following documents must be submitted along with the bid :-

a) A certificate issued by a practicing Chartered Cost Account (with Membership Number, UDIN and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in Annexure. OR

(iii) Audited Balance Sheet along with Profit & Loss account.

(iv) 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.

## **C) COMMERCIAL - BID SUBMISSION**

1.0 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 RFx Response" Tab and Priced Bid as per Schedule of Rates 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.

2.0 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.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

5.0 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.

6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

7.0 Bids submitted after the Bid Closing Date and Time will be rejected.

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

9.0 The bid documents are non-transferable. 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.

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

11.0 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.

12.0 Any Bid containing false statement will be rejected.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates under Section - II of Bid Document, otherwise the Bid will be summarily rejected.

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

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

16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected -

- i) Performance Security
- ii) Force Majeure
- iii) Tax Liabilities
- iv) Arbitration
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination
- ix) Integrity Pact
- x) Warranty and remedial of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

#### **D) PRICE EVALUATION CRITERIA:**

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

1.0 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.

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

3.0 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.

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

5.0 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 with prior written approval of OIL.

6.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.

7.0 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.

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

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

#### **E) GENERAL:**

1.0 In case bidder takes exception to any clause of bid document not covered under BEC, 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 company. The loading so done by the Company will be final and binding on the bidders.

2.0 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 also and such clarifications fulfilling the BEC clauses in to-to must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

#### **4.4 PURCHASE PREFERENCE CLAUSE:**

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries

Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

4.4.1 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.

4.4.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference, subject to bringing down their price to L1.

4.4.3 In case any part of the work is subcontracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

#### **4.4.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

5.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

#### **6.0. CHECKLIST FOR BEC: This is enclosed as Annexure- A to BEC.**

#### **ANNEXURE-A:**

#### **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(03) completed accounting years up to \_\_\_\_\_ (as the case may be ) are correct.

YEAR

TURNOVER(₹)

NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/Tax (%)** as per Column (d) alongwith his unpriced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. **GST quoted above shall be considered for evaluation as per provisions of Bidding Document.**

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

#### **A) COMMERCIAL – BID REJECTION CRITERIA**

- 1.0 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 RFx Response” Tab** and Priced Bid as per Schedule of Rates 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.
- 2.0 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.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity

of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

- 5.0 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.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. 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.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 11.0 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.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rate under PART – II of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected

–

~~i) Performance Security~~

- ii) Force Majeure
- iii) Tax Liabilities
- iv) Arbitration
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination
- ix) Integrity Pact



- x) Warranty and remedial of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

**B) GENERAL:**

1.0 Bidders should provide copies of the following:

- (i) GST Registration Certificate,
- (ii) PAN Card,
- (iii) Bank A/C NO, Bank Address, with IFSC Code,
- (iv) Vendor Code (for existing vendors),
- (v) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

2.0 In case bidder takes exception to any clause of bidding 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 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.

3.0 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 clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

4.0 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC-BRC shall prevail.

5.0 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

6.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

7.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**C) INTEGRITY PACT:**

Bidder shall submit Integrity Pact Proforma / Annexure along with the Technical Bid, duly signed on all pages by same signatory who signed the bid, failing which the offer will summarily be rejected

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(₹)	NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

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

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