

No.ES/12/2024-EST/E-2721

INVITATION OF BIDS FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VALVE REGULATED LEAD ACID (VRLA) BATTERY BANKS WITH STANDARD ACCESSORIES WITH BUY BACK OF OLD BATTERIES

Oil Industry Development Board (OIDB) invite bids for Supply, Installation, Testing and Commissioning of VRLA battery banks, 3 No. sets of 160 KVA and 1 No. set of 80 KVA UPS, with standard accessories along with dismantling and buy back of Old battery bank installed at OIDB Bhawan, Noida

Sl. No.	Item	Description
1.	Scope of Work	Supply, Installation, Testing and commissioning of battery banks (with standard accessories) (i) 2V, 500AH, Battery Bank of 180 cells, 3 No sets for 3 Nos. of 160 KVA UPS and (ii) 2V, 200 AH, Battery Bank of 240 cells 1 set for 1 No. of 80 KVA UPS, dismantling and buy back of old battery bank. The specifications and sketches/drawings (battery bank formation) of the battery banks are attached with the bid.
2	Type of bid (on line)	Two bid system: 1) Technical Bid 2) Price Bid as per Schedule of Rates (SOR) Both the bids to be submitted separately online on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app
3	Availability of bid document	Central Public Procurement Portal https://eprocure.gov.in/eprocure/app OIDB Website – www.oidb.gov.in
4	Submission of technical bid on	Central Public Procurement Portal – https://eprocure.gov.in/eprocure/app
5	Earnest Money Deposit (EMD) to be submitted with the tender	Bidder has to submit EMD of Rs 1,35,000/- in the form of DD at OIDB before the last date of submission of bids.
6	Tender Upload Date and time	10-12-2024 as per CPP Portal
7	Date and time of Pre-bid meeting	19-10-2024 at 2.00 p.m. at Oil Industry Development Board, Conference Room, 3 rd Floor, G+3 Block, OIDB Bhawan, Plot No.2, Sector-73, Noida-201301

Main Office :

OIDB Bhawan, 'C' Block, 3rd Floor

PlotNo. 2, Sector - 73, Noida-201301, Uttar Pradesh

Phone : 91-120-2594602, 603, 604 Fax : 91-120-2594630

Website : www.oidb.gov.in

Registered Office :-

301, World Trade Centre, 3rd Floor, Babar Road, New Delhi-110001

Phone : 91-11-25413540

प्रधान कार्यालय :-

ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,
प्लॉट नं 2, सेक्टर-73, नोडा-201301, उ.प्र.

फोन : 91-120.2594602, 603, 604 फैक्स : 91-120-2594630

वेबसाइट :- www.oidb.gov.in

पंजीकृत कार्यालय :-

301, वर्ल्ड ट्रेड सेंटर, तीसरी मंजिल, बाबर रोड, नई दिल्ली-110 001

फोन :- 91-11-23413540

कृपया हिंदी में पत्राचार करें।

8	Last date and time for online submission of bids	2-1-2025 and 4.00 p.m.
9	Date and time of opening of technical Bids	3-1-2025 at 2.00 p.m
10	Performance Guarantee to be submitted only by the Successful Bidder	5% of the Contract value exclusive of GST to be submitted within 15 days from start date of the contract.
11	Estimated cost of the tender	Rs.45,00,000/- Exclusive of taxes
12	Contract period	12 weeks from the Date of Letter of Award (LOA)
13	Contact Person	Additional Director vijaymahajan.oidb@gov.in 0120 2594672
2	PREQUALIFICATION CRITERIA (PQC)	
2.1	Copy of Certificate of Registration in GST & PAN	
2.2	Similar work means Supply, Installation, Testing and Commissioning of battery banks for UPS of 80 KVA and above with standard accessories for UPS system.	
2.3	Bidder should have satisfactorily completed the works as mentioned below during the last seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following: - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs.18,00,000/- Or b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs.22,50,000/- Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs.36,00,000/- Satisfactory Completion certificate of the works has to be attached.	
2.4	Bidder should have an average annual financial turnover of at least 30% of estimated cost i.e. Rs.13,50,000/- in similar work during the last three (3) financial years, ending 31st March, 2024. For proof of Annual Turnover any of the following documents/photocopy must be furnished:- (i) Certificate issued by a practicing Chartered/Cost Accountant Firm, with Membership number (UDIN) certifying the Annual Turnover and nature of business. (ii) Audited Balance Sheet and Profit & Loss Account.	

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2.5	The bidder shall submit certificates from at least two end users stating that the bidder has successfully set up battery banks for them. The certification must confirm that the supplied battery bank has been in continuous use for the past one year and is in good working condition.
2.6	Bidder shall submit the following documents:- a. Quality Assurance Plan b. Test Reports as per Sl. No.14 of Specifications attached c. Valid Registration Certificate in the name of OEM/authorized distributor of OEM for Refining/Recycling of Hazardous waste from State Pollution Control Board d. Batteries shall be certified ISO 9001, ISO 14001 & ISO 45001
2.7	a) OIDB may carryout inspection of the vendors manufacturing facilities to assess their manufacturing capability for supply of battery banks/testing facilities etc. before opening of financial bids. b) OIDB shall also witness C-10 test at OIDB/vendor's site after the award of work or at the time of delivery of material.
2.8	The bidder should be OEM/authorized distributor of OEM, proof of the same to be submitted.
2.9	Bidder should not be on Holiday / black listed by OIDB or any of Govt./PSU. A declaration/undertaking to this effect shall be submitted mandatorily by the bidder.
2.10	Offer of bidder under liquidation and/or net worth going negative will not be considered. A declaration/undertaking to this effect shall be submitted mandatorily by the bidder.
2.11	Documentary proof in respect of prequalification criteria 2.1 to 2.10 should be submitted with technical bid failing which bidder will be declared unqualified.
2A	Evaluation of Bids
2A.1	The technical bids will be first opened and bidders satisfying all the pre-qualifying criteria as mentioned in terms and conditions will only be qualified.
2A.2	The financial bid of technically qualified bids will only be opened and the gross total cost (inclusive of applicable GST) considering all items in SOR will be considered for comparing the financial bids and the lowest bidder (L-1) will be declared as successful bidder.
2A.3	Work will be awarded to L1 Bidder. In case of tie, the L-1 (Bidders) shall be asked to submit discount separately in sealed cover and job shall be awarded to bidder offering highest discount. In case of further tie the job shall be awarded to bidder having higher average turnover for last 3 financial years ending on 31/03/2024.

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3.	GENERAL TERMS & CONDITIONS
3.1	Tender document, duly signed, should be uploaded with covering letter having index in which information of attached documents be given serial number wise like name of the document with page number etc. Proper page numbering should be done for all documents uploaded.
3.2	All uploaded pages of the tender document should be signed by the authorized signatory with stamp of the bidding firm as token of having accepted all the terms and conditions of the tender. Person signing the bid or other documents attached with tender must clearly write his/her name and also specify the designation.
3.3	Incomplete bid and/or bid without covering letter and/or without serial numbered pages and/or without signature & stamp of authorized signatory may be disqualified.
3.4	Proper numbering should be done of all pages of the tender document along with supporting documents.
3.5	OIDB reserves the right to annul the process of tendering at any time without assigning any reason. OIDB reserves the right to reject any or all the tenders without assigning any reason. OIDB also reserves the right to change any condition of the tender before submission of the bids. The same will also be uploaded on OIDB's website.
3.6	Bidder must acquaint himself/herself of the site at their own cost and convenience between 10 a.m. to 4.00 p.m. on working days. No complaint will be entertained on this account later to the submission and acceptance of bids.
3.7	Corrigenda/Addenda, if any, shall also be available on the referred websites.
3.8	Bidder's authorized representative(s), shall attend the pre bid meeting on the prescribed day at the given venue. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre-bid meeting as utmost important and depute competent & senior person. However, in case any bidder does not attend the pre-bid meeting, it shall be understood that bidder has a clear understanding of the scope & terms and conditions of the bidding document and does not have any comments/deviations to the requirements of the bidding document.
3.9	Validity of bid should be 120 days from the date of opening of Technical Bid. Bids with validity less than 120 days shall not be considered.

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3.10	Bids received without the prescribed Earnest Money Deposit for an amount Rs.1,35,000/- shall be rejected. The bidder will submit the original EMD in the form of DD in OI DB before the last date of submission of bids and a copy of the DD will be uploaded along with bid documents. EMD of the unsuccessful tenderer will be returned, without interest, within a period of 15 days from the date of award of contract to the successful bidder. The EMD of the successful bidder shall be returned after his submission of Performance guarantee. The Firms who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are exempted to submit the EMD only (Copy of registration must be provided along with technical bid) other conditions for eligibility will remain as per tender conditions. No other relaxation shall be allowed. EMD of the bidder will be forfeited if any bidder withdraws the rates and he will be disqualified from participating in any future tender of OI DB. The whole amount of EMD shall be liable to be forfeited in case of breach of the terms agreed upon by the contractor. The whole amount of the EMD shall be liable for forfeiture in event of the contractor not being able to continue the contract for the entire duration of the contract on the same rates, terms and conditions.
3.11	Successful bidder shall become contractor hence the term bidder and contractor as appearing in this tender document shall denote same person before and after the award of contract respectively. The expression "bidder" shall mean the "contractor" wherever appearing for the purpose of the contract.
3.12	Successful bidder shall execute an agreement with OI DB within ten (10) days from the contract start date on a non-judicial stamp paper of appropriate value (Rs.100/-) as per attached format. The cost of non-judicial stamp paper shall be borne by the Bidder.
3.13	Successful bidder shall furnish Performance Bank Guarantee (PBG) within fifteen days (15) from the date of Letter of Award (LOA) as per attached format made in favour of OI DB for an amount equal to 5% of the contract value exclusive of GST. Performance Bank Guarantee shall remain valid for a period of 24 months i.e. (warranty period) from installation of battery banks. PBG will be released to the contractor after completion of warranty period within 30 days.
3.14	OI DB may terminate the contract if it discovers subsequently that the bidder had engaged in corrupt fraudulent practices or any act of misrepresentation in competing for the contract.
3.15	In case, the information/document furnished by the contractor forming basis of evaluation of its bid is found to be false/fake/forged after the award of the contract, OI DB shall have the right to terminate the contract and get the remaining works executed by a third party at the risk & Cost of the Bidder and without any prejudice to other rights available to OI DB under the contract such as forfeiture of the performance bank guarantee, withholding of payment, etc. The contractor shall be put on the negative/holiday list of OI DB debarring the bidder from future business with OI DB.

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3.16	OIDB reserves the right to change any condition of the tender before opening of bids. OIDB also reserves the right to reject any or all the tenders without assigning any reason.
3.17	The price bids of the Technically qualified bidders will only be opened.
4	BRIEF SCOPE OF WORK –
4.1	Supply, Installation, Testing and Commissioning of battery banks with standard accessories (i) 2V, 500 AH, Battery Bank of 180 cells (3 sets for 3 Nos. of 160 KVA UPS) and (ii) 2V, 200 AH, Battery Bank of 240 cells (1 set for 1 No. of 80 KVA UPS), dismantling and buy back of old battery banks in phased manner as per delivery details mentioned at Sl. No.6.1. The specifications and sketches/drawings (battery bank formation) of the battery banks are attached with the bid.
5	Subletting of Work
5.1	Sub-letting of work is not permitted.
6.	PERIOD OF CONTRACT/DELIVERY SCHEDULE
6.1	The work according to (Sl. No. 4) shall be carried out in phased manner – (2) two stages. a) Complete set of 2 Nos. of Battery banks mentioned at Sl. No.1 (500 AH) of SOR from the date of Letter of Award. The said work is to be completed within 12 weeks from the First Letter of Award by OIDB. (Stage I) b) After six months balance Complete set of 1 No. of Battery bank mentioned at Sl. No.1 (500 AH) and Complete set of 1 No. of Battery bank mentioned at Sl. No.2 (200 AH) of SOR. The said work is to be completed within 12 weeks from the Second Letter of Award by OIDB. (Stage II). c) For the second stage delivery, the work will be awarded subject to satisfactory performance of the battery banks supplied at stage I.
7	PAYMENT TERMS
7.1	One time partial payment i.e. 80% of the cost of Stage I Delivery of material (inclusive of taxes) received at OIDB can be made against submission of bill/invoice within 30 days. Balance payment of 20% will be done after successful commissioning of the battery Bank. Similar payment schedule will be applicable for Stage II delivery. However, no advance payment will be made. Payment of GST will be released when it reflects on GST portal.

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7.2	Contractor shall submit bill along with all material challans etc. of the works completed. Balance payment of cost of material, installation and commissioning after deducting buy back cost of old battery bank, shall be made after satisfactory completion of entire work as per Tender conditions and removal of old material/leftovers etc. from the site within 30 days of submission of bill/Invoice.
7.3	In the event of any query, objection, delay or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest for late payment.
7.4	Payment of bills will be made through Electronic Funds Transfer (NEFT)/RTGS. For this contractor shall submit bank details and a crossed cheque. Bank charges will be to contractor's account.
7.5	Income tax deduction shall be made from all payments as per provisions of income tax act, 1916 as applicable from time to time. Contractor will indicate PAN and GST registration number on the bills.
8.	Defect Liability Period
8.1	The contractor shall provide the on-site warranty of 2 years (24 months)) from the date of installation of battery banks. Defect/s noticed during the defect liability period shall be rectified by the contractor without any cost to OI DB.
9	Measurement of Work Done
9.1	All measurement of all items as per Bill of Quantity/SOR shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract. All measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
10.	Special Conditions of Contract
10.1	In the case of any work for which there is no such specifications such work shall be carried out in all respects in accordance with the instructions of the Engineer-in-Charge (Additional Director).
10.2	The contractor shall arrange at his own expense all tools, plant, machinery and lifting & shifting of equipment (hereinafter referred to as T&P) required for execution of the work.
10.3	OI DB rights to inspect, test and, where necessary, reject the material even after arrival at the final destination shall in no way be limited or waived by reason of the material having previously been inspected, tested and passed by OI DB.

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10.4	If the performance of the contractor is not found satisfactory, OADB reserves the right to cancel the contract unilaterally at any stage and the selected agency will not be entitled to any claim of damage, compensation etc.
10.5	The contractor would indemnify OADB against any loss of property or life or any kind of accident, fire etc. during the execution of the contract.
10.6	The contractor shall be solely responsible to comply with all the statutory, security requirements in respect of manpower engaged and OADB shall not be a party to any dispute arising out of such deployment by the contractor.
10.7	The bidder shall include in the bid for the provision of all labour, materials, tools, supplies, equipment, services, facilities, supervision, administration, taxes, licenses, permits, insurances, bonds and any other tax/levy as may be applicable, incidentals and all other things necessary to perform and incidental to the performance of the work in accordance with the contract documents to the satisfaction of the Engineer In-charge of OADB.
10.8	The work should be carried out in a phased manner due to running of the UPS system.
11	Statutory Obligations
11.1	The bidder should comply all the statutory obligations as applicable.
11.2	In the event of violation of any contractual or statutory obligations contractor shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against OADB by any individual, agency or government authority due to acts of the contractor, the contractor shall be liable to make good/compensate such claims or damages to the OADB. As a result of the acts of the contractor, if the OADB is required to pay any damages to any individual, agency or government authority, the contractor would be required to reimburse such amount to the OADB or the OADB reserves the right to recover such amount from the payment(s) due to the contractor while settling his/her bills or from the amount of security deposit of the contractor lying with OADB.
12.	PENALTY
12.1	Penalty equal to 0.5% of delayed work value per week upto maximum of 10% may be imposed on the contractor for not completing the work on time.
13.	ARBITRATION
13.1	Dispute, if any, arising out of the contract, shall be settled by mutual discussion, failing which, the dispute shall be referred to arbitrator to be appointed by Secretary, OADB and arbitration shall be considered as per Arbitration Act. Notwithstanding the place where the work under this contract is to be executed, the courts of Delhi alone shall have the jurisdiction over all matter concerning this contract.

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14.	TERMINATION
14.1	OIDB reserves the right to terminate the contract at any time as above if the services are found unsatisfactory resulting in the forfeiture of Performance Bank Guarantee. OIDB also has the right to award the contract to any other agency at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by OIDB from Performance Security Deposit or by raising a separate claim.
14.2	Contract can be terminated by OIDB if any document/representation of the bidder is found to be incorrect/false and/or the contractor fails to perform its obligations and duties as enumerated in the tender document.
15.	FORCE MAJEURE
15.1	Neither party will be liable for any claim on account of any loss, damage or compensation whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to force majeure conditions like war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or act of God or due to any restraint or regulation of the state or central government or a local authority. A notice of such occurrence is to be given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith documentary evidence supporting the invoking of the force majeure and will inform other party of the period for which the force majeure condition continued with documentary evidence thereof this effect.
16	TAXES
16.1	Contractor, unless specified otherwise in the CONTRACT, shall bear all taxes, liabilities, duties, Govt. levies etc. including GST on account of payments received by it from the OIDB for the work done under this Contract. It shall be the responsibility of the contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
17	INDEMNITY
17.1	The Bidder shall indemnify and hold harmless OIDB, their advisors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Bidder or any act or Omissions of the Bidder, its representatives or its employees and agents in the execution of the works, including any professional services provided by the Bidder.
17.2	The Bidder shall also indemnify and hold harmless OIDB from and against all claims and proceedings on account of infringements of patents, rights, design, trademark, etc.

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SCOPE OF WORK

Sl. No.	Item Description	Qty	Unit
1	VRLA battery bank of 2V, 500 AH, 180 cells along with standard accessories as per details and description at Annexure -I, item-I and Sketch (battery bank formation)	3	set
2	VRLA battery bank of 2V, 200 AH, 240 cells along with standard accessories as per details and description at Annexure -I, item-I and Sketch (battery bank formation)	1	set
3	Installation and commissioning for 2V, 500 AH, 180 cell battery bank	3	set
4	Installation and commissioning for 2V, 200 AH, 240 cells battery bank	1	set
5	Dismantling of 2V, 500 AH, 180 cell old battery bank HBL make	3	set
6	Dismantling of 2V, 200 AH, 240 cell old battery bank HBL make	1	set
7	Less price for Buy back of old 2V, 500 AH, 180 cell battery bank HBL make	3	set
8	Less price for Buy back of old 2V, 200 AH, 240 cell battery bank	1	set

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Schedule of Rates (SOR)/Bill of Quantities

Sl. No.	Item Description	Qty.	Unit	Unit Rate (Rs/unit)	Total amount (Rs)	GST (Rs)	Total Amount with GST (Rs)
1	VRLA battery bank of 2V, 500 AH, 180 cells along with standard accessories as per details and description at Annexure -I, item-I and Sketch (battery bank formation)	3	set				
2	VRLA battery bank of 2V, 200 AH, 240 cells along with standard accessories as per details and description at Annexure -I, item-I and Sketch (battery bank formation)	1	set				
3	Installation and commissioning charges for 2V, 500 AH, 180 cell battery bank	3	set				
4	Installation and commissioning charges for 2V, 200 AH, 240 cell battery bank	1	set				
5	Dismantling of 2V, 500 AH, 180 cell old battery bank HBL make	3	set				
6	Dismantling of 2V, 200 AH, 240 cell old battery bank HBL make	1	set				
7	Less price for buy back of 2V, 500 AH, 180 cell old battery bank HBL make	3	set				
8	Less price for 2V, 200 AH, 240 cell bank HBL make	1	set				

1. GST amount should be clearly indicated with the quote. Conditional quotes will be rejected.
2. The contractor shall include cost of transportation of materials, labour, tools, insurance, taxes etc. required for carrying out the works.
3. TDS will be deducted as per rules from the quoted amount and may be catered for while quoting the rates.
4. The work will be carried out in phased manner as per details mentioned at Sl. No.6 the bid.
5. GST payment will be released when it reflects on GST portal.

Signature of the Bidder _____
Name and Telephone No. _____
Name of the Agency with Seal _____

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Tender Form

To

The Oil Industry Development Board
3rd Floor, OIDB Bhawan.
Plot no -2, Sec-73;
Noida - 201301.

Ref: Your Tender no. _____ dated _____

We, the undersigned have examined the above Tender Document, No.....dated..... (if any), for carrying out the work relating to Supply, Installation, Testing and commissioning of battery banks with standard accessories (i) 2V, 500AH, Battery Bank of 180 cells (3 sets for 3 Nos. of 160 KVA) and 2V, 200 AH, Battery Bank of 240 cells (1 set for 1 No. of 80 KVA UPS), dismantling and buy back of old battery banks in conformity with your above referred document.

2. If our Tender is accepted, we undertake to perform the services as mentioned above.
3. We agree to keep our Tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred Tender enquiry.
5. We confirm that we do not stand deregistered/banned/black listed by any Central/State Government Departments/offices
6. We confirm that we fully agree to the terms and conditions specified in abovementioned Tender document, including amendments/corrigendum if any.

(Signature with date)
(Name and designation)

Duly authorised to sign Tender for and on behalf of bidder with company seal

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CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT NO.....

DATE

THIS AGREEMENT is made on between Oil Industry Development Board (hereinafter referred to as "Board" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), having its registered office in World Trade Centre, Babar Road, New Delhi and the principal place of office is at OIIB Bhawan, Sector 73 NOIDA of the One part,

AND

M/S _____, a company registered under The Companies Act and having its registered office at _____ (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators representatives and assigns of the other part for Supply, Installation, Testing and Commissioning of Battery Banks with standard accessories, dismantling of old battery banks and buy back of old battery banks installed at OIIB Bhawan in phased manner.

NOW THIS AGREEMENT WITNESSTH as follows:-

- I. WHEREAS the Board invited bids through online tender, vide Notice Inviting Tender dated _____ for "Supply, Installation, Testing and Commissioning of Battery Banks with standard accessories, dismantling of old battery banks and buy back of old battery banks in phased manner" installed at OIIB Bhawan, Sector-73, NOIDA under Tender No. _____"
- II. AND WHEREAS the contractor submitted bid vide No. _____ dated _____ in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirement and has resources and competence to provide the requisite services to the Board.
- III. AND WHEREAS the Board has selected the contractor pursuant to the bidding process and Placed order on Gem, Contract No....., to the contractor for a total sum of Rs..... (Rupees in words).
- IV. ANDWHEREAS the Board desires that the Supply, Installation, Testing and Commissioning of Battery Banks with standard accessories, dismantling of old battery banks and buy back of old battery banks installed at OIIB Bhawan (as defined in the bidding Document) be provided, performed, executed and completed by the Contractor, in accordance with term & conditions mentioned in the Tender Document/Gem Contract.
- V. AND WHEREAS the terms and conditions of this Contract have been fully accepted by the contractor and the Board as parties of the competent capacity and equal standing.
- VI. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the tender document for Supply, Installation, Testing and Commissioning of Battery Banks with standard accessories, dismantling of old battery banks and buy back of old battery banks at the Board's Office premises at Noida, falling which the contract is liable to be terminated at any time, without assigning any reason by Board.
- VII. AND WHEREAS **OIIB** and Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following document shall be deemed to form and be read and construed as part of this agreement:
 - i. Contract Agreement
 - ii. The complete Bid/NIT as submitted by the Contractor
 - iii. The corrigendum, if any, issued by the Board
 - iv. Any other documents forming part of this Contract Agreement till date.
 - v. Performance Bank Guarantee
 - vi. Charges-Schedule annexed to this Article of Agreement.
 - vii. Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreement shall be binding on both the parties and shall form the part of this contract agreement.
4. Contractor shall be fully responsible for compliance of all requirements under Labour Laws and under other applicable laws & rules.
5. Board at it's option, without prejudice to its rights hereunder, may cancel the contract at any time without giving any notice in case the contractor does not comply with the obligations under this contract. The Board shall in that event forfeit the Performance Bank Guarantee of the contractor and seek all expenses and damages that may be incurred by the Board for getting the remaining period of contractor executed/performed by another agency at the risk & cost of the contractor.
6. If any dispute or difference of any kind whatsoever arises between the contractor and Board in connection with the contract, the parties shall first make every effort to resolve amicably such dispute or difference by way of mutual consultation. If the dispute or any part thereof remains unresolved, then the same shall be referred to Secretary, OIDB who shall appoint an arbitrator in compliance of the provisions of Arbitration Act. The Courts at Delhi shall have the jurisdiction to entertain any petition in this regard.
7. This contract shall be governed by and construed in accordance with the laws of India. Each party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Condition of Contract.

VIII. IN WITNESS WHEREOF the parties hereto have executed this agreement in accordance with the laws of India on the day, month and year indicated above.

all

Signed on behalf of the
M/s

(Authorized Signatory)

Witness: (1)

(2)

Signed on behalf of the
Oil Industry Development Board

(Authorized Signatory)

Witness (1)

(2)

ON NON JUDICIAL STAMP PAPER OF RS.100/-

To

M/s Oil Industry Development Board
3rd Floor, G+3 block, OIDB Bhawan
Plot No. 2, Sector-73
NOIDA-201301

Sub: Performance Bank Guarantee No.....dt.....

Dear Sirs,

M/s..... having its Registered Office at..... have been awarded contract for Supply, Installation, Testing and Commissioning of Battery Banks with standard accessories, dismantling of old battery banks and buy back of old battery banks installed at OIDB Bhawan by Oil Industry Development Board (OIDB) in phased manner. As per the conditions of the contract M/s..... have to pay a sum of Rs..... /- (Rupees in words) as Performance Bank Guarantee, in the form that includes guarantee executed by a Nationalized Bank undertaking full responsibility to indemnify Oil Industry Development Board, in case of default.

The said M/s.....(contractor) have approached us and at their request and in consideration of the promises we.....(bank), having our Head office at have agreed to give such guarantee as hereinafter mentioned.

1. We.....(bank) hereby undertake that if any default shall be made by M/s.....in performing any of the terms and conditions of the contract awarded to them or in payment of any money payable to Oil Industry Development Board, we shall on a demand by you pay to you, in such manner as you may direct the said amount of Rs..... (Rupees in words) or such portion thereof, not exceeding the said sum, as you may from time to time.
2. You will have the full liberty without reference to us and without affecting the guarantee, to postpone for any number of time or from time to time the exercise of any of the powers and rights conferred or forebear from enforcing any powers or rights or by reason of time given to the said M/s.....(contractor) which under law relating to the sureties would but for the provision have the effect of releasing us.
3. Your right to recover the said sum of Rs..... (Rupees in words) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.....(contractor) and /or that any dispute or disputes are pending before any officer, Tribunal or Court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said

- M/s.....(contractor) but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liability or liabilities is paid.
5. Our liability under this guarantee is restricted to Rs..... (Rupees in words). Our guarantee shall remain in force until..... (warranty period of 24 months from installation of battery banks) and unless a claim in writing, under this guarantee is lodged with us within sixty days of the date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.
 6. We.....(bank) lastly undertake not to revoke this guarantee except with your previous consent in writing.

Yours faithfully,

_____ Bank through its Attorney constituted vide power of attorney dated _____ issued by
Bank.

Signature of a person duly Authorized
To sign on behalf of the Bank

out

SPECIFICATIONS

ITEM -1

Supply , transportation, receipt at site ,erection and commissioning of customised , factory charged, Flat plate, deep discharge, modular design (self stackable well ventilated horizontal plate with powder coated steel container and cell to cell separator) , sealed maintenance free, high performance, Valve Regulated Lead Acid (VRLA) battery bank as per the following specifications

Sr	Parts/item	Specs/details	Bidders confirmation/comment
(1)	(2)	(3)	(4)
1	Cell voltage	2 Volts	
2	Cell Ampere-hours(AH)	500	
3	No of cells per bank	180	
4	Positive plate	Flat pasted type high corrosion resistant alloy	
5	Negative plate	Flat pasted type with lead calcium grid alloy	
6	Separator	Low resistance high porosity high Absorbant type Glass Matt(AGM)	
7	Electrolyte	High purity sulphuric acid	
8	Container	High impact polypropylene co-polymer	
9	Terminals	Lead plated brass /copper inserts	
10	Safety valve	Self resealing pressure regulated	
11	Container, cover sealing	Heat sealed	
12	Float life	20 years or more at 27°C	
13	Designed cycle	>4000 at 20% depth of discharge >2000 at 50% depth of discharge	
14	Performance confirmance	IEC -60896:21&22 : 2004 IS-15549 IEEE-1188 and 1189 TEC/GR/TX/BAT-001/04 , june 2011	
15	Formation	As per the Sketch-1.(Annexure -IV)	
16	Inter cell connectors, nuts, bolts and washers	Required	
17	Internal resistance of cell	0.285 mill ohm + 15% or less	
18	Nominal capacity(AH)	Shall be at a discharge rate of 10 hrs with end cell voltage of 1.8V at 27°C	

Qty required

Battery Bank of 180Cells, 2V x 500 AH

3(Three) Sets

Contd.

1/2

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ITEM-2

Supply , transportation, receipt at site ,erection and commissioning of customised , factory charged, Flat plate, deep discharge, modular design (self stackable well ventilated horizontal plate with powder coated steel container and cell to cell separator) , sealed maintenance free, high performance, Valve Regulated Lead Acid (VRLA) battery bank as per the following specifications

Sr	Parts/item	Specs/details	Bidders confirmation /comment
(1)	(2)	(3)	(4)
1	Cell voltage	2 Volts	
2	Cell Ampere-hours(AH)	200	
3	No of cells per bank	240	
4	Positive plate	Flat pasted type high corrosion resistant alloy	
5	Negative plate	Flat pasted type with lead calcium grid alloy	
6	Separator	Low resistance high porosity high Absorbant type Glass Matt(AGM)	
7	Electrolyte	High purity sulphuric acid	
8	Container	High impact polypropylene co-polymer	
9	Terminals	Lead plated brass /copper inserts	
10	Safety valve	Self resealing pressure regulated	
11	Container, cover sealing	Heat sealed	
12	Float life	20 years or more at 27°C	
13	Designed cycle	>4000 at 20% depth of discharge >2000 at 50% depth of discharge	
14	Performance confirmance	IEC -60896:21&22 : 2004 IS-15549 IEEE-1188 and 1189 TEC/GR/TX/BAT-001/04 , june 2011	
15	Formation	As per the Sketch-2. (Annexure-IV)	
16	Inter cell connectors, nuts, bolts and washers	Required	
17	Internal resistance of cell	0.660 milli ohm + 15% or less	
18	Nominal capacity(AH)	Shall be at a discharge rate of 10 hrs with end cell voltage of 1.8V at 27°C	

Qty required

Battery Bank of 240 Cells, 2V x 200 AH

1 (one) Sets

(2/2)

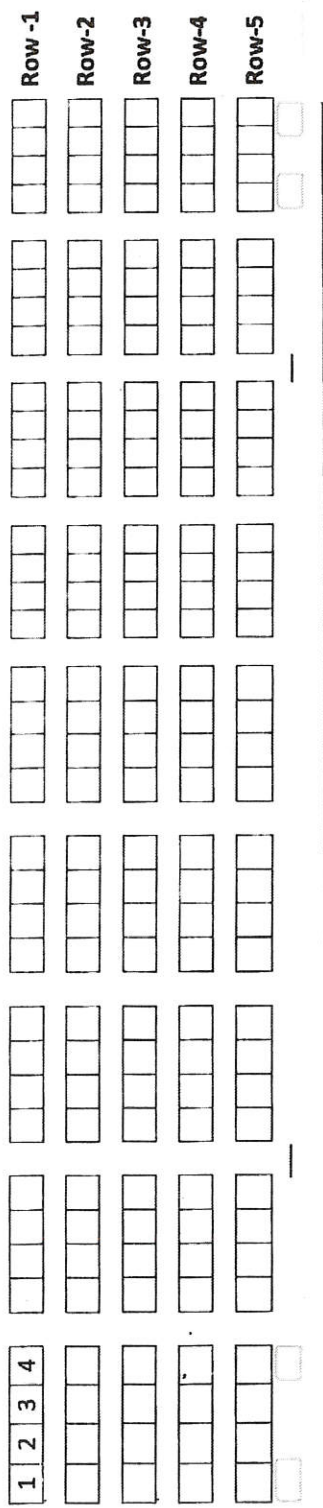
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ANNEXURE- IV

SKETCH-1

2V 500 AH Battery bank formation



FRONT OF BATTERIES

Note

- 1 Each column will have five modules
- 2 Each module will have four cells
- 3 Total cells 180 Nos (4 cells -per module x 5-module x 9 -column)
- 4 Dimensions indicated are the maximum limiting dimensions. Bidder will accommodate his quoted cells/module/bank within these dimensions.
- 5 Depth of cells will be limited to 500 mm (inclusive of studs, bolts, protective cover etc.
- 6 Dimensions 'x' will be as per your standards.

Contd.

SKETCH-2

2V 200 AH Battery bank formation

[illegible]

FRONT OF BATTERIES

Note

- 1 Each column will have five modules
- 2 Each module will have Twelve cells
- 3 Total cells 240 Nos (12 cells -per module x 5-module x 4 -column)
- 4 Dimensions indicated are the maximum limiting dimensions. Bidder will
- 5 Depth of cells will be limited to 500 mm (inclusive of studs, bolts, protect
- 6 Dimensions 'x' will be as per your standards.

$$\frac{2}{2}$$

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all

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