

No. 14/14/2018-OIDB

Dated: 20-7-2018

INVITATION OF BIDS FOR OPERATION & CAMC FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AND OTHER ALLIED PACKAGES AT OIDB BHAWAN, SECTOR -73, NOIDA

Oil Industry Development Board (OIDB) invites bids from reputed and financially sound organizations having experience in operation and comprehensive annual maintenance of heating, ventilation & air conditioning (HVAC) system and other allied packages installed at OIDB Bhawan Sector-73 Noida, as per the following schedule:

Sl. No.	Item	Description
1	Scope of Work	Operation & CAMC of HVAC system and other allied packages at OIDB Bhawan, Sector-73, Noida.
2	Type of bid	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 by 9.8.2018 upto 2 pm
3	Availability of bid document on	Central Public Procurement Portal - https://eprocure.gov.in OIDB Website - www.oidb.gov.in
4	Submission of bid document on	Central Public Procurement Portal - https://eprocure.gov.in OIDB Website - www.oidb.gov.in
5	Earnest Money Deposit (EMD)	Rs.1.65 Lakh through NEFT/RTGS in favour of OIL INDUSTRY DEVELOPMENT BOARD A/C No. 11084240909 State Bank of India, Main Branch, Parliament Street, New Delhi. IFSC: SBIN0000691
6	Tender upload date	20.7.2018 at 10 AM
7	Date of pre - bid meeting	1.8.2018 at 11 AM
8	Last date of submission of bids	9.8.2018 up to 2 PM
9	Date of opening of technical bid	10.8.2018 at 3 PM
10	Contact person	Shri Ganesh C. Doval, DCF&AO, OIDB Bhawan, Sector-73, Noida

2	PREQUALIFICATION CRITERIA (PQ)
2.1	Bidder should have valid license for operation and comprehensive annual maintenance of heating ventilation & air conditioning system.
2.2	Bidder should have valid PAN, PF, ESI & GST registration.
2.3	Bidder should have Registered/branch office in Delhi/NCR Region.
2.4	Bidder should have experience of similar work from CPSUs/State PSUs/Central or State Govt/Semi Govt./MNCs.
2.5	Similar work means operation and comprehensive annual maintenance of HVAC system consisting of York make water cooled Chiller each 300TR or more capacity and other equipments listed in Annexure- I .
2.6	Bidder should have an average annual financial turnover in similar work during the last 3 financial years, ending 31 st March 2018, of at least 30% of estimated cost i.e. Rs 9.90 Lakhs.
2.7	Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited either of the following: a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs 13.20 Lakhs Or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs 16.50 Lakhs Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs 26.40 Lakhs
2.8	Offer of bidder under liquidation and/or net worth going negative will not be considered. A declaration/undertaking to this effect shall be submitted by bidder mandatorily.
2.9	Bidder should not be on holiday list/black listed by OIDB or any of Govt./PSU/MNC. A declaration/undertaking to this effect shall be submitted by bidder mandatorily.
2.10	Documentary proof in respect of prequalification criteria 2.1 to 2.9 should be submitted with technical bid.
2.11	Annexure-II & III to be submitted with supporting documents towards qualification.

3	TERMS & CONDITIONS
3.1	Tender document should be submitted with covering letter having index in which information of attached documents be given serial wise like name of the document with page numbering etc.
3.2	All pages of the Tender Document is to 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	Proper numbering should be done of all pages of the Tender Document along with supporting documents.
3.4	Incomplete bid and/or bid without serial numbered pages and/or without covering letter will be rejected.
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 and conditions prevalent and the system of HVAC at OIDB Bhawan at their own cost and convenience.
3.7	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.
3.8	Bids received without the prescribed Earnest Money Deposit shall be rejected. EMD of the unsuccessful tenderer will be returned, without interest, within a period of three months from the date of award of contract to the successful bidder. EMD of the successful bidder shall liable to be forfeited if the bidder does not sign an agreement in the prescribed form attached at Annexure-IV within fifteen days of the receipt of the letter of Award. EMD waiver for SMEs will be as per government guidelines. A certificate of SME status will be required mandatorily. EMD of the successful bidder will also be adjusted against the security deposit/performance security deposit as per bidder's consent.
3.9	The price bid will be opened only of those who will be found technically qualified.
3.10	Plant will be handed over to the successful bidder in good condition. Any defects observed are to be brought to the notice of OIDB. Any claim on this account later on will not be considered. On completion/termination of the contract plant will be taken over by OIDB/incoming contractor in good condition and all equipment in working condition. Cost for any deficiency will be booked on the outgoing contractor.

3.11	Successful bidder shall furnish required security deposit/Performance Bank Guarantee within Thirty days (30) from the date of Letter of Award (LOA) of work by OIIB as per attached proforma at Annexure-V or Demand Draft or Fixed Deposit Receipt (in original) made in favour of OIIB, Sector-73, NOIDA for a sum of Rs. 3,30,000/- . The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier
3.12	Successful bidder shall become contractor hence the term bidder and contractor as appearing in this tender shall denote same person before the bid and after the award of contract respectively.
4	SCOPE OF WORK
4.1	Proper start-up, smooth running, shut down including emergency stop and start, change over in line with manufacture's operating & maintenance instructions and other related activities.
4.2	Inspection, logging of relevant data and record keeping.
4.3	Checking of equipment, machinery and related instrument etc. for satisfactory performance, proper functioning, lubrication, refrigerant quality & quantity, leakages, abnormal vibration and sound level etc., to maintain good health and to obtain optimum performance from equipment, machinery & related instruments.
4.4	Adequate air distribution including adjustment of fresh air quantity for maintaining of DBT & WBT quality of conditioned air for comfort. This shall include up-keep of AHUs delivery duct & grill, monitoring door/windows etc. to avoid reverse effect of air conditioning.
4.5	Monitoring and maintaining of chilled water and condenser water circuits including operation of pumps, cooling towers, control of leakage / spillage, maintenance of water level in tanks, cleaning of pump, water quality by exercising periodic blow-down, treating with recommended chemical to keep the cycle of concentration low and to limit the scale formation in tubes.
4.6	Operation and maintenance work of installation described in Annexure-I shall be carried out with the help of technical & suitably trained staff. Maintenance of the plant shall be carried out based on manufacture's instruction for routine check-up, monthly check-up and seasonal check-up as detailed below:
	<p>Routine check-up:</p> <ul style="list-style-type: none"> i. Cleaning of filters of air handling unit. ii. Cleaning of strainers of cooling water. iii. Cleaning of equipment and AHU rooms. iv. Tightening of belts, alignment of belt pulleys and pump couplings. v. Cleaning of water line pot strainers. vi. Cleaning of cooling water nozzles.

	<ul style="list-style-type: none"> vii. Checking and tightening pump glands and water valves. To replace glands if required. viii. Checking, cleaning & upkeep of instruments, such as temperature indicator, pressure indicator, volt meter, ampere meter, etc. of VFD's, screw compressor & other equipment. ix. Any other works not mentioned above but required to keep plant in good working condition.
	<p>Monthly check up:</p> <ul style="list-style-type: none"> i. Cleaning of cooling tower and make up water tank. ii. Cleaning & recording condition of cooling tower fills. iii. Cleaning of cooling coils, etc. iv. Cleaning of oil filter for compressor. v. Cleaning of liquid line strainers. vi. Checking and tightening of foundation bolts of equipment. vii. Checking the correctness and calibration of all safety and automatic controls. viii. Charging of additional refrigerant, as per OEM norms. ix. Cleaning of diffuser/grills of nearby area. x. Cleaning of surrounding areas of all the cooling towers. xi. Cleaning/washing of both the electrostatic scale preventer. xii. Cleaning of condenser tubes. xiii Any other works not mentioned above but required to keep plant in good working condition.
	<p>Seasonal check up</p> <ul style="list-style-type: none"> i. Changing compressor oil. ii. Checking the unloaded assemblies. iii. Checking oil pump. iv. Checking bearing clearance. v. Checking screw compressor for leakage vi. Decaling condenser tubes, evaporator tubes, etc. If needed replacement of condenser tubes. vii. Cleaning, checking and applying grease to bearings. If necessary replacement of bearings. viii. Replacing gland packing of pumps and water line valves. ix. Cleaning of cooling tower tank. Replacement of cooling tower fill, one set per year minimum. If it is required to replace all, the same will be taken up accordingly. x. Cleaning of drip trays or air handling unit. xi. Maintenance of VFDs. Repair/replacement if needed. xii. Depending on the condition of air filters for AHUs, regular cleaning would be carried out and these would be replaced if the conditions so desires without any additional cost to OIBD. xiii Any other seasonal check-up works not mentioned above but required to keep plant in good working condition.

4.7	The requirement will also include all relevant activities and works not specifically stated above but are required for the operation & maintenance of the defined HVAC system and other allied packages.
4.8	In addition to above work activities, contractor will attend to all break-down, preventive maintenance work & over hauling of machines promptly as required from time to time. Contractor will provide additional manpower, if required for this purpose without extra cost to OIBD.
4.9	Operational requirement in brief includes plant start up, plant change over, plant shutdown, routine inspection, record keeping, checking and adjusting the air distribution system as per operating standards specified by manufacturer.
4.10	Contractor will maintain printed log book for records of operation and maintenance works to be carried out. Printed log book shall be arranged by contractor at their own cost.
4.11	Contractor will maintain a printed log book indicating date-wise temperature in different wings of OIBD Bhawan on daily basis. Printed log book in this respect will be arranged by the contractor at their own cost.
4.12	Contractor will submit progress report indicating important events, consumption, utilization of plant, detailed maintenance work done every month. Contractor's site supervisor will keep close interaction with OIBD. Contractor's supervisor will apprise OIBD of day to day activities and will seek operational needs of the day other than scheduled.
4.13	Contractor will arrange all types of quality spares which may be needed during the course of breakdown, repair or maintenance at their own cost.
4.14	Contractor will promptly attend to all breakdowns and will perform preventive maintenance/annual overhauling based on non-destructive methods.
4.15	Services of OEM will be taken to attend to the machine for any breakdown on chillers, screw compressor etc. in case in-house expertise is not sufficient/available.
4.16	Contractor will provide refrigerant gas to meet the gas topping up requirement/charging of plants. The refrigerant gas shall be arranged by contractor at their own cost. On expiry of contract, it shall be ensured that all the chiller plants remain charged full with refrigerant gas.
4.17	Spare parts required for HVAC plant will be procured by the bidder from OEM of the machine/equipment or the sources to be approved by OIBD at contractor's own cost.
4.18	Procurement of spares from OEM will not absolves the bidder from its responsibility for proper operation and maintenance of the system as envisaged in the contract. OIBD will, however render all necessary assistance in approval for spares from designated sources.

4.19	Contractor will maintain HVAC temperature at 23°C plus/minus 1°C and humidity less than 60% for continuous operation. This will include central heating system and allied ancillaries etc. to maintain a comfortable temperature at 23°C plus/minus 1°C and humidity less than 60% during winter season.
4.20	Contractor will provide & keep all necessary standard tools and special tools, tackles, equipment like halide torch, vacuum pump, charging unit, descaling pump, complete tools boxes/kits etc. for attending Mechanical, Electrical and instrumentation related operation & maintenance jobs of the HVAC plant and also provide free of cost all required electrical/mechanical/instrument spare parts, material, consumable etc. PVC/Teflon tape, wire, screw, nut-bolts, cotton waste, dusters, emery paper, soap, cleaning liquid, fuses, greases, lube oil, refrigerant gas etc. etc.
4.21	Contractor will carry out maintenance of various equipment at their own cost.
4.22	Contractor will take necessary action during power failure/power restoration/fire/emergency. The instruction given by officer-in-charge or his authorised representative will be final and binding on the contractor.
4.23	All safety & security precautions, rules, regulations as per standard practice and as prescribed by officer-in-charge should be followed by the contractor.
4.24	While carrying out the work utmost care would be taken by contractor to ensure that property of the OADB is not be damaged. In case of damages, the same shall be replaced/rectified by contractor at their own cost.
4.25	It shall be contractor's responsibility to keep all the equipment and surrounding area neat and clean.
4.26	In case electric motor/VFDs are burnt and compressor seized or is damaged due to any reason contractor will have to make good the losses either by repair or by replacement as the case may be at their own cost.
4.27	Contractor will take over entire installation before commencement of the work and hand over back the same at the time of completion of the contract in original condition. However normal wear and tear will not be contractor's responsibility. Care shall also be taken not to damage installation by improper handling etc.
4.28	Information of break down, fault, defects etc. noticed by contractor's workmen shall be recorded with date and time and informed to officer-in-charge. Remedial measures/actions are to be initiated immediately by the contractor.
4.29	Contractor will have to arrange required number of caution board for displaying on the controlling switches while attending repair work. All safety measures to be taken as required under law shall be the responsibility of the contractor.
4.30	All costs toward maintenance, replacement of parts/equipment related to plant and machinery will be to the account of contractor. No additional cost will be payable by

	OIDB toward any repair or replacement of equipment or a part thereof.
5	OIDB's Obligation
5.1	OIDB shall supply water and electricity of available quality and quantity free of cost.
5.2	Power supply is drawn from Paschimanchal Vidyut Vitran Nigam Ltd. (PVVNL) of UP state. Consistency and quality of power cannot be ensured by OIDB.
6	Contract Period
6.1	The contract shall initially be valid for a period of two years and may be further extended for a period of one year subject to satisfactory performance, on the same rates, terms and conditions at the sole discretion of OIDB.
7	Payment Terms
7.1	Contractor shall submit bill in duplicate along with the attendance sheet, wage sheet, an undertaking that they have complied all the statutory obligations, EPF Challan, ESI challan, copy of log book maintained for routine, monthly and seasonal checkup, copy of equipment availability sheet for all works executed in the previous month. Payment of the contractor's running bill shall be released after satisfactory performance of the job within 30 days of the submission of the bill.
7.2	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.
7.3	Payment of RA 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.
7.4	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 monthly bills.
8	Statutory obligations
8.1	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 OIDB 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 OIDB. As a result of the acts of the contractor, if the OIDB is required to pay any damages to any individual, agency or government authority, the contractor would be required to reimburse such amount to the OIDB or the OIDB 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 OIDB.

8.2	<p>Contractor will make payment of wages to all their employees electronically in accordance with the minimum wages as applicable to Central Govt. departments from time to time. In case of non-payment of wages or any other dues to any of your employee, OIBD reserves the right to recover the amount equal to such dues of the employees from contractor's bill and pay to concerned employee. Contractor will take all necessary steps to deposit statutory contribution in respect of employees with the concerned authorities and to ensure strict compliance of labour laws. This will be the responsibility of the contractor to comply with the statutory obligations related with the contract including the provident Fund (PF) and Employee State Insurance (ESI) for the persons deployed by the contractor. Contractor shall adhere to all laws, rules and regulations that may be in force from time to time concerning the employment or service conditions of their employees.</p>
9	<p>Deployment of Manpower</p>
9.1	<p>Contractor will deploy one qualified supervisor in day shift duty on 48 hours a week basis. However, as per need the supervisor may be required to overstay beyond working hours and on Sunday/holiday without any additional compensation. Supervisor should have minimum 3 years' experience in similar HVAC plant.</p>
9.2	<p>Contractor will deploy sufficient skilled operator/manpower for operation of HVAC plant as well as for maintenance on all days of the week. Minimum one operator and one helper will be deployed for operation of HVAC systems and other allied packages on 24 hr basis for all days of the week.</p> <p>In addition to above, separate experienced engineer and manpower will be deployed for CAMC and maintenance etc. works. Contractor may deploy more persons as deemed fit depending on requirement. HVAC Plant is to be run before or beyond the working hours and on holidays as per requirement of OIBD.</p>
9.3	<p>Technical staff provided by the contractor must be ITI pass in operation and maintenance of similar HVAC plant with minimum 3 years' experience. The helper shall have minimum education up to 10th standard with minimum 3 years' experience. The contractor shall have to furnish detailed bio data of all personnel deployed by him and shall submit the copy of qualification to the satisfaction of OIBD.</p>
9.4	<p>Contractor will arrange for alternate personnel at no extra cost to OIBD to cover the absenteeism on holidays, leaves etc. in respect of the staff deployed by him.</p>
9.5	<p>Expert refrigeration & air conditioning engineer shall visit site at least once a week or as and when required without any additional cost to OIBD. Expert engineer will apprise officer-in-charge OIBD about health of chiller and activities related to HVAC plant.</p>
9.6	<p>Contractor will arrange adequate manpower, spares, consumables, transport, etc. for the execution of the entire HVAC plant work. In case contractor fails in fulfilling obligations under the contract, OIBD shall engage services of OEM at the risk and cost of the contractor.</p>

9.7	Contractor will ensure that his representative is always available for proper administration and supervision of the work during and after office hours.
10	Penalty
10.1	Penalty equal to 2%, on monthly payable amount, per day subject to a maximum of 10% may be imposed on contractor for not carrying out the job and services under the contract. In addition, on such day, OIDB reserves the right to carry out job through any other agency at contractor's risk and cost.
10.2	In case, any of the job/jobs mentioned in the WO is/are not executed/attended except due to force majeure conditions, the same can be carried out from the market at contractor's risk and cost. The cost at which work is got executed plus 25% extra as administrative cost shall be charged by OIDB.
10.3	All compressors/chillers/plant/equipment/package units should be in working conditions during the contract period. In case of failure of any equipment/machine during the contract period the same shall be repaired or got repaired from OEM of machines/equipment. Failure to carry out the repair/replacement by bidder or getting repaired from OEM for more than a period of 15 days shall attract provision of penalty as per clauses no. 9.1 above.
11	Arbitration
11.1	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, OIDB 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.
12	Termination
12.1	For premature termination of the agreement, one month notice from OIDB side and three months' notice from contractor's side shall be required in writing. Contractor shall vacate the premises, if desired by the OIDB and shall handover the same to OIDB along with all articles as may have been provided. The decision of the competent authority in OIDB shall be final and will be binding upon the contractor.
12.2	Contract can be terminated by either party after giving notice as above to the other party extendable by mutual agreement till alternate arrangements are made. However, OIDB reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. OIDB's decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance.
12.3	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 security deposit. 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 OADB from security deposit or pending bill or by raising a separate claim. However, the agreement can be terminated by the contractor by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the agreement then three month's payment, etc. and any amount due to the agency from OADB shall be forfeited.
12.4	Contract can be terminated by OADB 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 and/or fails to remedy the breach within 7 days of notice by OADB.
12.5	If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms & conditions of the letter of award for the contract and the agreement signed by the contractor with OADB, the security deposit will be forfeited without prejudice to the OADB Management's right to proceed against the contractor for any damages that OADB suffers as a result of the breach of the aforesaid terms and conditions.
12.6	On termination of the contract, contractor will hand over all the equipment/articles etc. provided by OADB, in good working condition, back to OADB.
13	Force Majeure
13.1	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.

Annexure-I**LIST OF HVAC INSTALLATION**

Sr. No	Description	Quantity (Nos.)
1	YORK make CHILLER, Capacity 300TR	4
2	Primary chilled water pump, Mather & Platt, 720 USGPM	4
3	Condenser water pump, Mather & Platt, 900 USGPM	4
4	Secondary chilled water pump, ARMSTRONG, 1100 USGPM	3
5	Pressurised Expansion Tank 400 MM, Armstrong	1
6	Pot strainer condenser water 450 MM, Emerald	1
7	Pot strainer chilled water 400 MM, Emerald	1
8	Air separator 400 MM, Emerald	1
9	Paharpur Cooling Tower, 360TR	4
10	Ductable Split AC 17TR, Carrier	3
11	Ductable Split AC 11TR, Carrier	1
12	Ductable Split AC 8.5TR, Carrier	2
13	Ductable Split AC 5.5TR, Carrier	1
14	High Wall Split AC 2T, Carrier	1
15	High Wall Split AC 1.5T, Voltas	2
16	PAC UNITS for Server Room, 22TR, STULZ make	6
17	Air Handling Unit, SAVEAIR (Circulation rate up to 24,000 CFM)	34
18	Fan Section Toilet Exhaust SAVEAIR 1500 CFM	2
19	Fan Section Toilet Exhaust SAVEAIR 5000 CFM	2
20	Fan Section Toilet Exhaust SAVEAIR 4000 CFM	2
21	Fan Section STP Fresh/Exhaust Air SAVEAIR 10000 CFM	2
22	Centrifugal DIDW Fans, Nicotra, 52000CFM	6
23	Centrifugal DIDW Fans, Nicotra, 57000CFM	3
24	Tube Axial Fans, Nicotra, up to 58000CFM	20
25	Propeller Fans, Marathan make, 600 MM DIA	7
26	Propeller Fans, Marathan make, 450 MM DIA	6
27	In-line Fans, KRUGER make, 50-250 CFM	5
28	In-line Fans, KRUGER make, 250-500 CFM	4
29	In-line Fans, KRUGER make, 800-1000 CFM	1
30	Airwashers Unit, Roots Cooling, 15000 CFM	1
31	Airwashers Unit, Roots Cooling, 50000 CFM	2
32	Airwashers Unit, Savair make, 12000 CFM	1
33	Scrubber Unit, Savair make, 14000 CFM	1
34	Variable Air Volume Boxes, Belimo make, Various Capacity	295
35	Main MCC Panel, ADLEC make, Various Capacity	2
36	AHU Panels, ADLEC make, Various Capacity	42
37	Axial & DIDW Fans Panels, ADLEC make, Various Capacity	29
38	Air Washer/Scrubber Panels, ADLEC	5
39	Server Room Panels, ADLEC make, Various Capacity	6

Annexure - II

Sl. No.		To be filled by the bidder
1a	Experience in O&M of HVAC Plant	
	i Name of installation	
	ii Annual value of O&M contract inclusive of Tax	
	iii Year(s) of O&M contract	
	iv Technical details of chiller plant	
	v No. of chillers & break-up of their capacity	
	vi Total capacity of chiller plant	
1b	vii Capacity of highest chiller unit	
	i Name of installation	
	ii Annual value of O&M contract inclusive of Tax	
	iii Year(s) of O&M contract	
	iv Technical details of chiller plant	
	v No. of chillers & break-up of their capacity	
	vi Total capacity of chiller plant	
1c	vii Capacity of highest chiller unit	
	i Name of installation	
	ii Annual value of O&M contract inclusive of Tax	
	iii Year(s) of O&M contract	
	iv Technical details of chiller plant	
	v No. of chillers & break-up of their capacity	
	vi Total capacity of chiller plant	
	vii Capacity of highest chiller unit	
2	i GST registration number	
	ii PF registration number	
	iii ESI registration number	
	iv Labour licence/registration number	
	v Electrical Contractor License No.	
	vi PAN No.	
3	Annual turnover of the company	
	i 2015-16	
	ii 2016-17	
	iii 2017-18	
Note:		
1. Above information to be furnished with supporting documents.		
2. Annexure-II not filled with desired information & supporting documents may invite disqualification.		
3. Additional sheet may be used in case of insufficient space.		

Annexure - III

Name of the Tenderer	
Complete Postal address of the Tenderer	
Earnest Money Deposit (EMD) details	
Company Profile	
Name of the Company/Firm & complete registered address	
(a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)	
(b) Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason for name change?	
(c) Were you or your company ever required to suspend services? If so, give the details of the contract and reasons thereof.	
(d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give details of the contract and reasons for not completing the contract	
Name, Designation and Tel. No(s) of the Contact Person and email address	
Year of commencement of business	
Statutory details (photocopy to be attached) Registration No. of the Firm- PAN No.- EPFO Registration No. – ESI Registration No. – GST Registration No.- License No.- Income Tax Assessment Completion	

Certificates for the financial year 2015-16, 2016-17 and 2017-18			
Annual financial turnover for the financial year 2015-16, 2016-17 and 2017-18.	2015-16	2016-17	2017-18
Rs. Lakhs			

CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT NO.....

DATE

THIS AGREEMENT is made onbetween 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), and whose principal place of office is at OIIB Bhawan, Sector 73 NOIDA of the One part,

AND

M/S _____ 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 providing operational and comprehensive annual maintenance services to the Board for HVAC and allied packages.

NOW THIS AGREEMENT WITNESSETH as follows

- I. WHEREAS the Board invited bids through online tender, vide Notice Inviting Tender dated _____ for "availing operation and comprehensive annual maintenance contract (CAMC) for Heating Ventilation and air Conditioning System and other allied packages" at OIIB Bhawan, Sector-73, NOIDA under Tender No. _____"
- II. AND WHEREAS the contractor submitted his 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 M/s _____ as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Award (LOA) No....., to the contractor for a total sum of Rs..... per annum (Rupees in words per annum).

- IV. AND WHEREAS the Board desires that the operation and comprehensive annual maintenance contract (CAMC) for Heating Ventilation and air Conditioning System (HVAC) and other allied packages (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/LOA.
- V. AND WHEREAS the Contractor acknowledges that the Board can enter into Contracts with Other Contractors/Parties for operation and CAMC of HVAC and other allied packages of Board premises, in case the Contractor breaches the terms and conditions as stipulated in the Tender document and shall waive its claim whatsoever in this regard.
- VI. 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.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the tender document for providing operation and CAMC for HVAC and other allied packages in the Client's premises, falling which the contract is liable to be terminated at any time , without assigning any reason by Board.
- VIII. AND WHEREAS the **OIDB** 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. The Letter of Award (LOA) issued by the Board
 - ii. The complete Bid, 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.
(Performance Bank Guarantee, Bank Guarantee)
 - v. Charges-Schedule annexed to this Article of Agreement.
 - vi. 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 fully responsible for compliance of all requirements under Labour Laws and under other applicable laws & rules.
7. Board at their option, without prejudice to its rights hereunder, may cancel the contract at any time by giving one month written notice in case the contractor does not comply with its obligations under this contract. The Board shall in that event forfeit the Security Deposit 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.
9. If any dispute or difference of any kind whatsoever arises between the contractor and Board in connection with the contract or arises out of 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.
- 10 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.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

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

Dear Sirs,

M/s..... having its Registered Office at..... have been awarded contract for Operation and Comprehensive Annual Maintenance of HVAC and other allied packages by Oil Industry Development Board (OIDB). As per the conditions of the contract M/s..... have to pay a sum of Rs..... /- (Rupees in words) as Performance Security 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 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 31-12-2021. Unless a claim, under this guarantee is lodged with us till 30-6-2022 i.e. within six months from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. We have power to issue this guarantee in you favour under our Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated..... granted to him by the bank.

We.....(bank) lastly undertake not to revoke this guarantee except with your previous consent in writing.

Yours faithfully,

Bank
By its constituted Attorney

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

PRICE BID
SCHEDULE OF RATES (SOR)

Sl.No.	Item Description	Unit	Quantity	Rate	Amount
1	Operation of HVAC Plant and other allied packages as per the scope of work, terms and conditions defined in the bid document.	Month	12		
2	Comprehensive Annual Maintenance Contract for HVAC Plant and other allied packages as per the scope of work, terms and conditions defined in the bid document.	Month	12		

Note

1. Quoted price shall be **inclusive of all taxes and duties** levied by Govt. at present and from time to time.
2. Operation and Comprehensive Annual Maintenance will include all costs towards operation and repair/replacement of part/sub-assemblies/equipment etc. inclusive of all taxes and duties.
3. Initial contract will be for a period of **two years**.
4. Payment of minimum wages to the employees deployed by the contractor will be as applicable to Central Govt. departments from time to time.

