

INVITATION OF BIDS FOR CAMC OF UPS

Oil Industry Development Board (OIDB) invites bids from reputed and financially sound organizations having experience and expertise in Comprehensive Annual Maintenance Contract (CAMC) of General Electric make Uninterrupted Power Supply (UPS) as per schedule mentioned below:

Sl.	Item	Description
1.1	Scope of Work	CAMC of UPS at OIDB Bhawan, Sector-73, Noida.
1.2	Type of bid	Two bid system: (i) Technical bid (ii) Price bid as per Schedule of Rates (SOR)
1.3	Availability of bid document on	(i) Central Public Procurement Portal - https://eprocure.gov.in (ii) OIDB Website - www.oidb.gov.in
1.4	Submission of bid document on	Central Public Procurement Portal - https://eprocure.gov.in
1.5	Earnest Money Deposit (EMD)	Rs. 37,500/- 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
1.6	Tender upload date	27.11.2018 at 10 AM
1.7	Date of pre - bid meeting	4.12.2018 at 11 AM
1.8	Last date of submission of bids	18.12.2018 up to 2 PM
1.9	Date of opening of technical bid	19.12.2018 at 3 PM
1.10	Contact person	DCF&AO, OIDB Bhawan, Sector-73, Noida (UP)
2	PREQUALIFICATION CRITERIA (PQ)	
2.1	Bidder should have valid electrical contractor licence.	
2.2	Bidder should have valid PAN, PF, ESI and GST registration.	
2.3	Bidder should have Registered/branch office in Delhi/NCR Region.	
2.4	Bidder should have experience of GE make UPS System from CPSUs/State PSUs/Central or State Govt/Semi Govt./MNCs.	
2.5	Similar work means experience & expertise of comprehensive annual maintenance of 160kVA or higher rating UPS, General Electric make.	
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 2.25 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 3.00 Lakhs Or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs 3.75 Lakhs Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs 6.00 Lakhs
2.8	Offer of bidder who is under liquidation and/or whose 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 OIIB 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	Bidder to submit completely filled Annexure - I & II with supporting documents mandatorily.
3	TERMS & CONDITIONS
3.1	Tender document should be submitted 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 of all documents uploaded on Central Public Procurement Portal, https://eprocure.gov.in , should be done.
3.2	All pages of the Tender Document are 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	OIIB reserves the right to annul the process of tendering at any time without assigning any reason. OIIB reserves the right to reject any or all the tenders without assigning any reason. OIIB also reserves the right to change any condition of the tender before submission of the bids.
3.4	Bidder must acquaint himself/herself of the site and conditions prevalent and the system of UPS at OIIB Bhawan at their own cost and convenience.
3.5	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.
3.6	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-III 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 can be adjusted against the security deposit/performance security deposit as per bidder's consent.

3.7	Price bid of technically qualified bidders only shall be opened.
3.8	Successful bidder shall furnish required security deposit/Performance Bank Guarantee within 30 days from the date of Letter of Award (LOA) of work as per attached proforma at Annexure-IV or Demand Draft or Fixed Deposit Receipt (in original) made in favour of OIBD, Sector-73, NOIDA for a sum of Rs. 75,000/-. Performance Security to remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.
3.9	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.
3.10	Sub-letting of contract is not allowed. Splitting of the work is also not envisaged in this contract.
4	SCOPE OF WORK
4.1	Contractor will ensure 100% availability of all four UPS installed in OIBD Bhawan. Equipment details under CAMC are as under: 3 No. UPS Type SGPP - 160KVA with individual Battery Bank (3 sets) i) Sr. No. S11601908R260L ii) Sr. No. S11601908R261L iii) Sr. No. S11601708R212L 1 No. UPS Type LP 33 - 80 KVA with individual Battery Bank (1 set) i) Sr. No. L10801308G297L
4.2	Comprehensive Annual Maintenance of General Electric (GE) make UPS as at point 4.1 and associated battery banks shall be carried out with the help of Service Engineer/ team based on best maintenance practices and manufacturer's instructions & guidelines. At least one comprehensive preventive maintenance visit by contractor from 10AM to 5PM in a month is mandatorily required to be completed to the satisfaction of OIBD. Contractor will conduct monthly preventive maintenance & annual maintenance based on non-destructive methods as per manufacturer instructions and maintenance best practices.
4.3	Contractor will attend to complaint/breakdown and fixing on the same day and within working hours. In case of Emergency/high workload, the bidder will depute additional engineers to clear all the breakdowns to maintain a near 100% uptime of all UPS. There will be no limit to the number of visits for attending to the breakdowns/complaints.
4.4	The requirement will also include all relevant activities and works not specifically stated above but are required for CAMC of defined UPS system and battery banks.
4.5	Contractor will submit progress report providing details of maintenance work done every month. Information of break down, fault, defects etc. noticed by contractor shall be recorded with date and time. Remedial measures are to be initiated immediately by the contractor to provide quality services of "zero breakdown".
4.6	Services of OEM will be taken by the contractor at own cost to attend to the machine for any breakdown on UPS, etc. in case in-house expertise is not sufficient/available.
4.7	All costs toward maintenance, repair & replacement of equipment and/or parts related to UPS & battery will be to the account of contractor. No additional cost will be payable by OIBD toward any repair or replacement of equipment or a part thereof.

4.8	Procurement of spares and consumables from OEM will not absolves the bidder from its responsibility for proper maintenance of the system as envisaged in the contract.
4.9	Contractor will provide all necessary standard tools, special tools, tackles, testing instruments, tools kit, etc. for attending to CAMC work of the UPS & Battery at own cost.
4.10	All safety measures to be taken as required under law shall be the responsibility of the contractor. Safety precautions as per rules & regulations to be followed. Contractor will provide required safety items, caution board, etc. for CAMC work at own cost.
4.11	While carrying out the work utmost care would be taken by contractor to ensure that property of the OIDB is not damaged. In case any equipment or part thereof 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 own cost.
4.12	It shall be contractor's responsibility to keep all the equipment and surrounding area neat and clean.
4.13	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 good working condition.
4.14	Contractor will arrange adequate manpower, spares, consumables, transport, etc. for the execution of the entire CAMC work. In case contractor fails in fulfilling obligations under the contract, OIDB shall engage services of OEM/Agency at the risk and cost of the contractor.
5	Contract Period
5.1	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.
6	Payment Terms
6.1	Contractor shall submit bill in duplicate along with undertaking that they have complied with all the statutory obligations. Maintenance reports, breakdown reports, etc for all works executed in the previous month shall be submitted with the bill. 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.
6.2	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.
6.3	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.
6.4	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.
7	Statutory obligations
7.1	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	Penalty
8.1	Penalty equal to 2% of monthly payable amount per day subject to a maximum of 10% may be imposed on contractor for not carrying out the job and services properly 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.
8.2	In case, any of the job(s) mentioned in the scope of work 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 to contractor.
8.3	All UPS units should be in working conditions during the contract period. In case of failure of any equipment/part during the contract period the same shall be repaired or got repaired from OEM. Failure to carry out the repair/replacement by contractor or getting repaired from OEM for more than a period of 15 days shall attract provision of penalty as per clauses No. 8.1 & 8.2 above.
9	Arbitration
9.1	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.
10	Termination
10.1	For premature termination of the agreement, there months' notice from either 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 binding on contractor.
10.2	OIDB reserves the right to terminate the contract at any time 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 OIDB 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 OIDB shall be forfeited.
10.3	Contract can be terminated by OIDB if any document of the bidder is found to be false and/or the contractor fails to perform its obligations and duties as enumerated in the contract and/or fails to remedy the breach within 7 days of notice by OIDB.

10.4	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.
11	Force Majeure
11.1	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

Sl. No.		To be filled by the bidder
		Experience in CAMC of GE make UPS
1a	i	Name of installation
	ii	Annual value of contract inclusive of Tax
	iii	Year(s) of contract
	iv	Technical details of UPS
	v	No. of UPS & break-up of their capacity
	vi	Total capacity of UPS
	vii	Capacity of largest UPS
1b	i	Name of installation
	ii	Annual value of contract inclusive of Tax
	iii	Year(s) of contract
	iv	Technical details of UPS
	v	No. of UPS & break-up of their capacity
	vi	Total capacity of UPS
	vii	Capacity of largest UPS
1c	i	Name of installation
	ii	Annual value of contract inclusive of Tax
	iii	Year(s) of contract
	iv	Technical details of UPS
	v	No. of UPS & break-up of their capacity
	vi	Total capacity of UPS
	vii	Capacity of largest UPS

Note:

1. Above information to be furnished with supporting documents.
2. Annexure-I not filled with desired information & supporting documents may invite disqualification.
3. Additional sheet may be used in case of insufficient space.

Annexure - II

Name of the bidder			
Complete Postal address of the bidder			
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 Certificate for the financial year	2015-16 2016-17 2017-18		
Annual financial turnover for the financial year	2015-16	2016-17	2017-18
	Rs. Lakhs	Rs. Lakhs	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 comprehensive annual maintenance services to the Board for General Electric (GE) make 3 UPS of 160 KVA with associated Battery Banks (3 sets) and 1UPS of 80 KVA with associated Battery Banks (1 set).

NOW THIS AGREEMENT WITNESSTH as follows

- I. WHEREAS the Board invited bids through online tender, vide Notice Inviting Tender dated _____ for "availing comprehensive annual maintenance contract (CAMC) for General Electric (GE) make UPS and associated battery banks" 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 comprehensive annual maintenance contract (CAMC) for General Electric (GE) make UPS and associated battery banks (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 CAMC of General Electric (GE) make UPS and associated battery banks 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 CAMC for General Electric (GE) make UPS and associated battery banks 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 **three months'** 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

Signed on behalf of the
Oil Industry Development Board

(Authorized Signatory)

(Authorized Signatory)

Witness: (1)

Witness (1)

(2)

(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 Comprehensive Annual Maintenance of General Electric (GE) make UPS and associated battery banks 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	CAMC of GE make 160KVA UPS with associated Battery Bank (3 Sets). UPS Type SGPP-160KVA Sr. No. S11601908R260L Sr. No. S11601908R261L Sr. No. S11601708R212L	Month	12		
2	Restoration of defective GE make 160KVA, UPS#2 Type SGPP-160KVA, having faulty capacitor, etc.	One Time Repair Charges	1		
3	CAMC of GE make 80KVA UPS with associated Battery Bank (1 Set). UPS Type LP 33-80 KVA Sr. No. L10801308G297L	Month	12		
	GRAND TOTAL				

Note

1. Quoted rates are required for CAMC of 4 Nos. of UPS and "one-time" repair charges for UPS#2 which is not in working condition presently.
2. Quoted price shall be **inclusive of all taxes and duties** levied by State & Central Government from time to time.
3. Comprehensive Annual Maintenance will include all costs towards repair/replacement of part/sub-assemblies/equipment etc. inclusive of all taxes and duties.
4. The contract will be for a period of two years.