

INVITATION OF BIDS

Oil Industry Development Board (OIDB) invites bids for repairing of 300 TR Chillers from OEM/its authorized service provider of york (Johnson controls) make chiller of 300 TR capacity installed at OIDB Bhawan, Noida (U.P.) as per the following schedule.

| Sl. No. | Item | Description |
|---------|---|---|
| 1. | Scope of Work | Servicing, overhauling and major repairing of 300TR capacity chiller of york make at OIDB Bhawan Noida (U.P.). |
| 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 OIDB Website – www.oidb.gov.in |
| 3 | Availability of bid document | Central Public Procurement Portal – https://eprocure.gov.in OIDB Website – www.oidb.gov.in |
| 4 | Submission of technical bid on | Central Public Procurement Portal – https://eprocure.gov.in |
| 5 | Earnest Money Deposit (EMD) to be submitted with the tender | Nil but bidder has to submit undertaking as per Format A. (attached) along with the bid document. |
| 6 | Submission of "Bid Security Declaration with tender | That if bidder withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents |
| 7 | Tender Upload Date and time | 01/07/2022 at 5:00 PM |
| 8 | Date and time of Pre-bid meeting | 12/07/2022 at 3:00 PM |
| 9 | Last date and time for online submission Bids | 18/07/2022 at 3:00 PM |
| 10 | Date and time of opening of technical bids | Technical Bid: 3:00 PM on Dated-19/07/2022 Price Bid: Opening time and date shall be intimated to technically qualified bidders. |
| 11 | Performance Guarantee to be submitted only by the Successful Bidder | 3% of the Contract value to be submitted within 10 days from letter of Acceptance Bidders should ensure that the Performance Bank Guarantee should be valid for a period extending to six months beyond the expiry of the contract. |

प्रधान कार्यालय :-
ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,
प्लॉट नं. 2, सेक्टर - 73, नौएडा-201301, उ.प्र.
फोन : 91-120-2594602, 603, 604 फैक्स : 91-120-2594630
वेबसाईट : www.oidb.gov.in

1

Main Office :-
OIDB Bhawan, 'C' Block, 3rd Floor
Plot No. 2, Sector - 73, Noida-201301, Uttar Pradesh
Phone : 91-120-2594602, 603, 604 Fax : 91-120-2594630
Website : www.oidb.gov.in

पंजीकृत कार्यालय :-
301, वर्ल्ड ट्रेड सेन्टर, तीसरी मंजिल, बाबर रोड, नई दिल्ली - 110 001
फोन : 91-11-23413540

Registered Office:-
301, World Trade Centre, 3rd Floor, Babar Road, New Delhi - 110 001
Phone : 91-11-23413540

कृपया हिन्दी में पत्राचार करें।

| | | |
|------|---|---------------------------------------|
| 12 | Estimated cost put to tender | Rs.25,63,381 + GST @18% = 30,24,790/- |
| 13 | Contract period | Two Months |
| 2 | PREQUALIFICATION CRITERIA (PQC) | |
| 2.1 | Bidder should have all required valid Licences. | |
| 2.2 | Bidder should have valid PAN, PF, ESI, GST and labour registration. | |
| 2.3 | Bid is open for OEM or its authorized service centers/service providers of York (Johnson controls) make chiller of 300 TR capacity | |
| 2.4 | Similar work means experience in providing services of Servicing , Overhauling & Major repairing. | |
| 2.5 | Bidder should have an average annual financial turnover of at least 30% of estimated cost in similar work during the last 3 financial years, ending 31 st March, 2021, i.e. Rs 9.10 Lakh 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. | |
| 2.6 | 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. | |
| 2.7 | Bidder should not be on holiday list/black listed by OADB or any of Govt./PSU. A declaration/undertaking to this effect shall be submitted mandatorily by the bidder. | |
| 2.8 | Documentary proof in support of prequalification criteria 2.1 to 2.9 to be submitted with technical bid. | |
| 2.9 | Authorized dealers/service providers will submit valid authorization certificate from M/s York Chiller (Johnson Control India Pvt. Ltd.) for carrying out repairing work of Chiller of Capacity not less than 300 TR. | |
| 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 lowest bidder will be declared as successful bidder. | |
| 2A.3 | The gross total cost considering all items in SOR will be considered for comparing the financial bids. | |
| | Annexure I | |
| 3. | GENERAL TERMS & CONDITIONS | |
| 3.1 | Tender document 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 on Central Public Procurement Portal | |
| 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 and CPP Portal. |
| 3.6 | Bidder must acquaint himself/herself of the site and conditions prevalent of all the system/plant at their own cost and convenience. No complaint will be entertained on this account later to the submission and acceptance of bids. |
| 3.7 | Consortium/Joint Venture bids shall not be accepted. |
| 3.8 | Bidder shall furnish documentary evidence i.e. copy of work orders including Schedule of Rates (SOR), completion certificate, complete annual audited financial year statements including balance sheets, profit & loss accounts statements and all other schedules, self-certification of being not under liquidation, court receivership or similar proceedings, etc. in the first instance itself, in support of their fulfilling the Bidder's Qualification Criteria. OIDB reserve the right to complete the evaluation based on the details furnished without seeking any additional information. |
| 3.9 | Corrigenda/Addenda, if any, shall also be available on the referred web sites. |
| 3.10 | No sub-contraction & splitting of work is allowed. |
| 3.11 | 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. |
| 3.12 | Validity of bid should be 90 days from the date of opening of Technical Bid. Bids with validity less than 90 days shall not be considered. |
| 3.13 | 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. |
| 3.14 | Successful bidder shall execute an agreement with the OIDB within fifteen days from the date of issue of LOA on a non-judicial stamp paper of appropriate value (Rs.100/). The cost of non-judicial stamp paper shall be borne by the Bidder. |
| 3.15 | Successful bidder shall furnish Composite Performance Bank Guarantee within Ten days (10) from the date of issue of LOA as per attached form made in favour of OIDB for an amount equal to 3% of the contract value. Performance Bank Guarantee shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations. |
| 3.16 | OIDB 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. |

| | |
|------|--|
| 3.17 | 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, OADB 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 OADB 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 OADB debaring the bidder from future business with OADB. |
| 3.18 | OADB reserves the right to change any condition of the tender before opening of bids. OADB also reserves the right to reject any or all the tenders without assigning any reason. |
| 3.19 | The price bid will be opened only of those who will be found technically qualified. |
| 3.20 | 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 31/03/2021. |
| 3.21 | Contractor shall be bound to execute such additional items which can be termed as logical, essential and necessary (even though not listed in schedule of work) for the effective execution of the work in totality, rates for such items of work shall be rationally analysed/derived and would be binding on the contractor. Extra items may be executed not more than 25% of contract value if required & only after approval from Competent Authority. |
| 4 | BRIEF SCOPE OF WORK – As per SOR |
| 5 | PERIOD OF CONTRACT |
| 5.1 | Completion time of contract shall be for a period of two months from the date of issue of Letter of Award, In case of any delay beyond two months Rs. 1000/- per day will be recovered from the contractor's bill. |

PREFACE

The Conditions of Contract shall be read in conjunction with respective provisions specified in several sections of this Bidding Document. In case of irreconcilable conflicts, the provisions under clause no 2.1 herein of Conditions of Contract shall prevail.

| | |
|----|--|
| | Table of Contents |
| 1 | DEFINITIONS |
| 2 | CONTRACT |
| 3 | CONFIDENTIALITY AND CONFIDENTIAL INFORMATION |
| 4 | COMPLIANCE WITH APPLICABLE LAWS |
| 5 | GENERAL OBLIGATIONS OF BIDDER |
| 6 | OWNER'S OBLIGATIONS |
| 7 | BIDDER'S PERSONNEL |
| 8 | CONTRACT PERIOD |
| 9 | PENALTY |
| 10 | TAXES AND DUTIES |
| 11 | PAYMENT TERMS |
| 12 | FORCE MAJEURE |
| 13 | INDEMNITY |
| 14 | LIMITATION OF LIABILITY |
| 15 | TERMINATION |
| 16 | GOVERNING LAW AND JURISDICTION |
| 17 | MOBILIZATION |
| 18 | OTHER IMPORTANT TERMS AND CONDITIONS |

APPENDIXES:

| | |
|----|---------------------------------|
| I | PROFORMA FOR CONTRACT AGREEMENT |
| II | PROFORMA FOR CPBG |

| | |
|-----|---|
| 1 | DEFINITIONS |
| | In the Contract, capitalized words and expression defined by way of inclusion in "parenthesis", shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder: |
| 1.1 | "Affected Party" shall have the meaning ascribed to it in Clause 16.01 |
| 1.2 | "Applicable Laws" means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Base Date and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time. |
| 1.3 | "Authority" means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with OWNER or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India. |
| 1.4 | "Bid" means the Bidder's signed offer for the Works and all other documents submitted along with the Bid. |
| 1.5 | "Bidding Documents" mean the Notice Inviting Bids/ Letter Inviting Bids, the instruction to bidders (including annexure), form of bid (including appendices), the Contract Agreement, the Conditions of Contract, the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Bidder by OWNER. |
| 1.6 | "Completion" shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities and tests required to complete the Works in accordance with the Contract. |
| 1.7 | "Contract" means the agreement between OWNER and the Bidder for execution of the Works and includes the Contract Agreement, the Conditions of Contract, the other Bidding Documents, the Specifications, the Price Schedule, and such further documents which are listed in the Contract Agreement and/or Conditions of Contract and includes any amendment thereto made in accordance with the provisions hereof. |
| 1.8 | "Contract Agreement" means the agreement entered into between OWNER and the Bidder along with the Price Schedule and other annexures and includes any amendments thereto made in accordance with the provisions thereof. |

| | |
|------|--|
| 1.9 | “Contract Performance Bank Guarantee/Security Deposit” means a duly executed, irrevocable, unconditional on demand bank guarantee / Bank Draft / Pay Order that is to be procured and maintained by the Bidder to secure the due and proper performance of the Contract. |
| 1.10 | “Contract Price” means the total price payable to the Bidder for performing the Works based on the rates and breakdown of prices provided by the Bidder in the Price Schedule, subject to such additions thereto and deductions there from as may be made under the Contract and as adjusted by the actual quantities, if applicable, of the items mentioned in the Price Schedule utilized in the execution of the Works. |
| 1.11 | OWNER shall mean Oil Industry Development Board. |
| 1.12 | “Engineer-in-Charge” means the Person designated by OWNER to act as the Officer-in-Charge / Manager (Estate) for the purposes of this Contract and notified in writing to the Bidder. |
| 1.13 | “Letter of Award/ Acceptance” means the Letter of Award / Acceptance issued by OWNER to the Bidder, awarding the Works to the Bidder. |
| 1.14 | “Running Bill” means the fully supported invoice delivered to OWNER by the Bidder at the times set out in the Payment Schedule, containing all the requisite information and complying with all the requirements set out in the contract. |
| 1.15 | “Site” means the land, location, right of way and/or places provided by OWNER where the Works are to be executed and to which Plant and Goods and Materials are to be delivered and any other place as may be specifically designated in the Contract as forming part of the Site or designated as such by the Engineer-in-Charge. |
| 1.16 | “Specifications” means all general and technical specifications and directions attached to and forming a part of the Bidding Documents which describe the purpose, scope, design and technical criteria of the Works including, the method and manner of performing the Works, the quality and quantity of the Works to be performed and the materials to be supplied under the Contract and includes all modifications or amendments made thereto by OWNER. |
| 1.17 | “Contract Period” means the period specified in the Contract Agreement or the Conditions of Contract for performing the Works. |
| 1.18 | “Week” means a period of any consecutive seven days. |
| 1.19 | “Working Day” means a day other than a Sunday or a public holiday on which OWNER is open for business. |

| | |
|----|---|
| 2. | CONTRACT |
| | The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer-in-Charge shall issue necessary clarifications or instructions to the Bidder, and the order of precedence of the documents shall be as follows: |
| a | Contract Agreement |

| | |
|-----|---|
| b | Letter of Award/Acceptance |
| c | Scope of Work/Job Specifications/Technical Specifications |
| d | Conditions of Contract |
| e | Other Terms and Conditions |
| 3. | CONFIDENTIALITY AND CONFIDENTIAL INFORMATION |
| 3.1 | Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. Bidder shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without prior consent of OWNER. |
| 4. | COMPLIANCE WITH APPLICABLE LAWS |
| 4.1 | The Bidder shall, in performing the Contract, comply with all Applicable Laws. |
| 4.2 | Without prejudice to the foregoing, the Bidder shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the Works executed or completed pursuant to the Contract. If the Bidder defaults in complying with the Applicable Laws, the Bidder shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges. However, OWNER shall make reasonable efforts to assist the Bidder in rectifying any such default under Applicable Laws upon the Bidder's specific request, including any specific request to issue letters to the relevant Authorities on behalf of the Bidder. |
| 4.3 | The Bidder shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from OWNER due to its ignorance of any Applicable Law. |
| 5 | GENERAL OBLIGATIONS OF BIDDER |
| 5.1 | Bidder shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws. |
| 5.2 | All Equipment provided by the bidder at site for execution of the Works shall not be removed without the consent, in writing, of OI DB. |
| 5.3 | OWNER shall not at any time be liable for the loss or damage to any of the Bidder's Equipment or materials brought on Site by the Bidder for execution of the Works. |
| 5.4 | The Bidder shall throughout the execution of the Works take full responsibility for the adequacy, stability, safety and security of the, Bidder's Equipment, persons deployed at site, comply with the Safety Code, all relevant safety regulations. In so far as the Bidder is in occupation or otherwise is using areas of the Site, the Bidder shall keep the Site and the Works in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep OWNER indemnified against all costs, charges, losses and damages that may be suffered by OWNER in any manner whatsoever as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works; |

| | |
|-----|---|
| 6. | OWNER'S OBLIGATIONS |
| | Following facilities shall be provided by OWNER to Service provider's staff working at site free of cost: |
| 6.1 | Lockable storage space for keeping tools, consumable & personal belongings of the personnel. |
| 6.2 | Water as well as electricity shall be provided free of cost to the Bidder for the execution of the works. |
| 7 | BIDDER'S PERSONNEL |
| 7.1 | <p>Employee(s) engaged/deputed for the subject job by the Bidder shall maintain punctuality and discipline. If any employee(s) engaged by the Bidder is found to be undisciplined, misbehaving with OWNER's authorized representatives and/or officer/staff under the influence of any intoxicant, OWNER may ask the Bidder to replace such Employee(s) and the Bidder shall then forthwith comply with such instruction.</p> <p>The Bidder shall ensure that its employee(s) refrain from smoking or carrying any inflammable substances etc., inside the office premises of OWNER, while on duty with OWNER.</p> |
| 7.2 | The Bidder shall make itself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Validity Period no extra amount in this regard shall be payable to the Bidder, for any reason whatsoever. |
| 7.3 | In the event of default being made in the payment of any money in respect of wages of any person employed by the Bidder and for carrying out of the Contract and if a claim thereof is filed in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the labour Authorities, OWNER may, failing payment of the said money by the Bidder, as the case may be, make payment of such claim on behalf of the Bidder, to the said labour Authorities and any sums so paid shall be recoverable by OWNER from the Bidder. If the Bidder fails to pay any amount required to be paid to OWNER as aforesaid, within 7 (seven) days of its demand, OWNER shall be entitled to recover the amount from any moneys due or accruing to the Bidder under the Contract. |
| 7.4 | The establishment of the Bidder shall be duly registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the Bidder shall duly and timely pay its/their employees to the Authorities prescribed under the said Acts and any schemes framed thereunder in respect of all staff employed by it for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted with Invoice/RA Bill. |
| 7.5 | The Bidder shall at his own cost and initiative take out and maintain at all times until the close out of the Contract, insurance policies in respect of workmen engaged |

| | |
|------|--|
| | by him for providing services under this Contract, in order to keep himself as well OWNER fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in the Workmen's Compensation Act, 1923. If the Bidder fail to take insurance as mentioned above, OWNER shall be entitled (but without any obligation to do so) to take such insurance at the cost and expense of the Bidder and without prejudice to any other rights or remedies of OWNER in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Bidder. |
| 8 | CONTRACT PERIOD |
| 8.1 | Period of contract is two (2) months from the date of issue of Letter of Award (LOA). |
| 9. | Penalty |
| 9.1 | <p>The Bidder shall deploy competent, skilled and trained personnel to perform services under this contract. All personnel of the Bidder shall carry proper identity cards and shall be dressed in uniform, which should be neat and clean. The staff shall maintain discipline and conform to office etiquette.</p> <p>In case of any failure in deployment of manpower for providing satisfactory services, non-availability of material, non-performance etc. penalty shall be applied in line with the provisions mentioned elsewhere in the Bidding Document.</p> |
| 10. | TAXES AND DUTIES |
| 10.1 | All the Taxes and duties including GST payable in India whether under Central, State or Local laws applicable in India shall form part of the Contract Price. The Bidder shall bear all the Taxes, duties, levies on the supply of Goods and Material and on performance of the services, under Central, State or Local laws applicable in India as well as those leviable outside India including Goods & Service Tax payable in India. |
| 10.2 | <p>Contract Price shall include all taxes & duties, levies including GST. The Bidder shall be fully and exclusively responsible for the payments (and liable for all consequences in the event of default) of Cess, VAT, GST, any and all taxes, now or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for un-employment compensation, insurance and amenities now or hereafter imposed by any law of the Government/local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the bidder. OWNER shall have no liability whatsoever concerning the employees/labourers of the Bidder. The bidder shall keep OWNER indemnified against all losses or damage or liability arising out of or imposed in the course of employees.</p> <p>Corporate Tax Liability if any shall be to Bidder's account.</p> |
| 11. | PAYMENT TERMS |
| 11.1 | Contractor shall submit the bill in duplicate along with the challan of materials supplied at site with GST paid bills. Payment of the contractor's running bill shall be released after satisfactory performance on Pro- rata basis of the job within 30 days of submission of bill. |

| | |
|--------|---|
| 11.2 | 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. |
| 11.3 | 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. |
| 11.4 | Income tax deduction shall be made from all payments as per provisions of Income Tax Act, 1961 as applicable from time to time. Contractor will indicate PAN and GST registration number on the bills. |
| 11.5 | Release of Final Bill and Security Deposit The contractor shall submit the documentary proof of following for settlement of final bill and Security Deposit: |
| 11.5.1 | Indemnity bond on non-judicial stamp paper of appropriate value, indemnifying OIDB against any dues that may occur to his employees. |
| 11.5.2 | Documentary proof of submission of GST for the whole period of contract. |
| 11.5.3 | Submit No Claim Certificate. PG/ Security will be released after one year from the Completion of the work |
| 12 | FORCE MAJEURE |
| 12.1 | 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 cause 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. |
| 13. | INDEMNITY |
| 13.1 | The Bidder shall indemnify and hold harmless OWNER, the Engineer-in-Charge, 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 representative or its employees, agents, and sub-bidders in the execution of the Works, including any professional services provided by the Bidder. |
| 13.2 | The bidder shall also indemnify and hold OWNER from and against all claims and proceedings on account of infringements of patents, rights, design, trademark etc. |
| 13.3 | All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to OWNER with reference to the actual loss or damage sustained by OWNER. The decision of the Engineer-in-Charge as to compensation claimed shall be final and binding. |

| | |
|------|--|
| 14 | LIMITATION OF LIABILITY |
| 14.1 | The aggregate total liability of the Bidder to OWNER under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Bidder for following: |
| A | In the event of breach of any Applicable Law; |
| B | In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Bidder or any person acting on behalf of the Bidder; or |
| C | In the event of acts or omissions of the Bidder which are contrary to the most elementary rules of diligence which a conscientious Bidder would have followed in similar circumstances; or |
| D | In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or |
| E | For any damage to any third party, including death or injury of any third party caused by the Bidder or any person or firm acting on behalf of the Bidder in executing the Works. |
| F | Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract. |
| 15 | TERMINATION |
| 15.1 | Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in Clause 12. |
| 15.2 | In the event the CONTRACATOR at any time during the term of this Agreement becomes insolvent or make a voluntary assignment of its assets for the benefit of creditors or adjudged bankrupt, then the OIDB shall, by a notice in writing have the right to terminate this CONTRACAT and the CONTRACTOR's right and privileges hereunder shall stand terminated forthwith. |
| 15.3 | If the OIDB considers that the performance of the contractor is unsatisfactory or not upto the expected standard, the OIDB shall notify the contractor in writing and specify in detail the cause of such dissatisfaction. the OIDB shall have the option to terminate this Agreement by giving one month notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by OIDB. At this stage (i) OIDB reserves the right to complete the work and/or arrange for other entities to do so at the risk and cost of the bidder (ii) call upon the whole or such portion of the Performance Bank Guarantee amount as OIDB may consider fit. |
| 15.4 | Notwithstanding any provisions herein the contrary, the CONTRACT may be terminated at any time by the OIDB on giving one month notice to the Contractor due to any reason not covered under the above Clause 15.1 to 15.3 and in the event of |

| | |
|--------|--|
| | such termination the OIBD shall not be liable to pay any cost of damage to the Contractor except the payment for services as per the Contract upto the date of termination. |
| 15.5 | In the event of termination of CONTRACT, OIBD will issue Notice of Termination of the contract with date and event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel and material. |
| 15.6 | CONSEQUENCIES OF TERMINATION |
| 15.6.1 | In all cases of termination herein set forth, the obligation of the OIBD to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination. |
| 15.6.2 | In case of termination of CONTRACT herein set forth except under Clause 15.1 and 15.4 following actions shall be taken against the Contractor: OIBD shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday for a period of two years from the date the order for putting the contractor on holiday is issued. |
| 16. | GOVERNING LAW AND JURISDICTION |
| 16.1 | The Contract shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract. |
| 17. | Mobilization |
| 17.1 | Bidder has to mobilize resources immediately on receipt of Letter of Acceptance (LOA). No mobilization advance and secured advance shall be paid to the bidder. |
| 18. | Other Important Terms and Conditions |
| 18.1 | OIBD shall have no liability, whatsoever in respect of workers to be deployed by the bidder for execution the contract, bidder will be held fully responsible for any consequences as a result of such dispute. |
| 18.2 | The bidder shall be fully responsible for payment of wages, or any other benefits under various labour laws / acts applicable to and / or the personnel employed by him. In case the bidder fails to discharge any of his legal obligations and liability, OIBD shall deduct from bills and or security deposit and discharge the liability on behalf of the bidder as principal employer. |
| 18.3 | The bidder shall be solely responsible for all payment and other benefits to workers under any of the existing labour laws or which might become payable through modification of existing labour legislation or orders of the government or any other new law in this regard. OIBD shall have no liability, whatsoever in this |

| | |
|-------|--|
| | regard. |
| 18.4 | The bidder shall not lease / transfer / sublet / appoint sub bidder for the services. If the bidder does so, the contract shall stand terminated and the security/ performance deposit shall be forfeited. |
| 18.5 | The bidder shall nominate an Engineer, who will coordinate with Engineer-in-Charge, who shall be available throughout on all working days of OIBD as well as on Saturday and holidays during the overhauling, repairing works. |
| 18.6 | No other person except the bidder's personnel shall be allowed to enter the premises and the bidder will not entertain outsiders to extend any services beyond OIBD premises. No visitors, guests or contract labour shall be permitted to do unnecessary telephone calls inside the premises. |
| 18.7 | Bidder's personnel shall be polite, courteous and well behaved. |
| 18.8 | Bidder's personnel shall not mix up or establish close contacts with OIBD employees and do any undue favour or any private work other than their normal duties during the specified working hours. |
| 18.9 | Bidder's personnel, accepting any tips from OIBD employees, shall be removed from the OIBD's premises and not allowed to work from the date of such an incident. |
| 18.10 | Bidder's personnel shall not disturb OIBD employees and/or use abusive language while dealing with them. If any such incident is reported, the bidder shall be held fully responsible for its consequences. The bidder shall be liable to take action against its erring personnel. |
| 18.11 | Bidder's personnel shall have to wear uniform provided by the bidder and display properly Identity Card provided by their company at all times while in OIBD premises. |
| 18.12 | Bidder's personnel shall not enter into any unlawful activity, within OIBD premises and should have good moral. Bidder's personnel shall not indulge in any unlawful activities, nuisance and noise including demonstrations, slogans shouting and or any other acts which hamper peaceful working of the premises. |
| 18.13 | Bidder shall submit particulars of workers to OIBD for issue of entry passes to each and every worker deployed for regulating their entry in OIBD premises. Workers shall also be liable to physical search and other security checks at any time by OIBD's security staff. Bidder's workers shall fulfill all obligations and system set by OIBD in regard to security, attendance systems etc. |
| 18.14 | Bidder shall maintain full particulars of workers deployed including their residential address and photographs and furnish the same as and when required by OIBD. |
| 18.15 | All safety/ security provisions laid down by OIBD are to be followed strictly by the bidder and its personnel. |
| 18.16 | OIBD will in no way be liable to pay to the bidder any claims whatsoever other than the bills of work executed by them. |
| 18.15 | Bidder shall be solely responsible for any damages and / or loss sustained by OIBD as a result of theft, pilferage, carelessness, negligence, willful act and unlawful activities of his workers. OIBD shall recover entire cost of providing replacement for any such items. |

Annexure - I

| Sl. No. | | To be filled by the bidder |
|---|-----|---|
| 1 | | Experience in Similar Works |
| | i | Name of organisation |
| | ii | Annual value of contract inclusive of Taxes |
| | iii | Year(s) of contract |
| 2 | i | GST registration number |
| | ii | EPF registration number |
| | iii | ESI registration number |
| | iv | Labour licence/registration number |
| | v | PAN No. |
| 3 | | Annual turnover of the company |
| | i | 2018-19 |
| | ii | 2019-20 |
| | iii | 2020-21 |
| 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. | | |

FORMAT-A

Proforma for Bid Security/ Earnest Money Deposit Declaration

Whereas, I/we _____ (name of agency)
have

submitted bids for _____ (name of
work)

I/ We hereby submit following declaration in lieu of submitting Earnest Money
Deposit.

(1) If after the opening of tender, I/ we withdraw or modify my/ our bid during the
period

of validity of tender (including extended validity of tender) specified in the tender
documents,

or

(2) If, after the award of work, I/we fail to sign the contract, or to submit
performance

guarantee before the deadline in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for OIIB
tenders from

date of issue of suspension order.

Signature of the Contractor(s)

Annexure- II

| | | | |
|---|--|---------|---------|
| Name of the Tenderer | | | |
| Complete Postal address of the Tenderer | | | |
| Earnest Money Deposit (EMD) details | Not Reqd., only declaration to be submitted. | | |
| 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 2018-19, 2019-20 and 2020-21. | | | |
| Annual financial turnover for the financial year 2018-19, 2019-20 and 2020-21. | 2018-19 | 2019-20 | 2020-21 |
| Rs. Lakhs | | | |

Schedule of Rates (SOR)

**Name of Work :- Servicing , overhauling and major repairing of 300 TR Capacity
Chiller of York make at OI DB Bhawan Noida (U.P.)**

| SR. No. | Description of Item | Quantity | Rate | Unit | Amount |
|------------|--|----------|---------------|------|------------|
| 1 | Supplying, Installation, testing & Commissioning of following new spare parts/ Consumables of york make 300 TR capacity chiller including removing / dismantling the existing wornout /old spare parts from the chiller No. 4 installed at OI DB Bhawan complete with satisfaction of OI DB incharge at site etc. as required. | | | | |
| 1 | KIT, OPTIVIEW MICROBOARD, YR | 1 | No. 727759.85 | Each | 727,759.85 |
| 2 | KIT, FILTER | 1 | No. 13718.00 | Each | 13,718.00 |
| 3 | FILTER DRIER 3/8 ORFS | 2 | No. 10197.30 | Each | 20,394.60 |
| 4 | FILTER DRIER 3/4 ORFS | 1 | No. 14154.05 | Each | 14,154.05 |
| 5 | OIL COMPR YORK "H" 5 GAL CAN | 2 | No. 127538.5 | Each | 255,077.00 |
| 6 | FLOW SWITCH NYLON MALE | 2 | No. 3444.70 | Each | 6,889.40 |
| 7 | O- RING NEO1 00.739ID .070THK M | 4 | No. 361.00 | Each | 1,444.00 |
| 8 | O- RING NEO1 00.926ID .070THK M | 4 | No. 358.15 | Each | 1,432.60 |
| 9 | O-RING SIZE= 912 2.95 23.47MM NEO1 M N/A | 4 | No. 361.00 | Each | 1,444.00 |
| 10 | O-RING SIZE= 916 2.95 29.74MM NEO1 M N/A | 4 | No. 429.40 | Each | 1,717.60 |
| 11 | O-RING SIZE= 906 1.98 11.89MM NEO1 M N/A | 2 | No. 494.00 | Each | 988.00 |
| 12 | O- RING NEO1 00.414ID .072THK M | 2 | No. 358.15 | Each | 716.30 |
| 13 | O-RING SIZE= 904 1.83 8.92MM NEO1 M N/A | 1 | No. 295.45 | Each | 295.45 |
| 14 | O-RING SIZE= 908 2.21 16.36MM NEO1 M N/A | 1 | No. 317.30 | Each | 317.30 |
| 15 | O-RING SIZE= 224 3.53 44.04MM NEO1 M N/A | 1 | No. 657.40 | Each | 657.40 |
| 16 | HEATER IMMERSION 100W 125V | 1 | No. 9095.30 | Each | 9,095.30 |
| 17 | CABLE INVERTER YM PANEL | 1 | No. 22682.20 | Each | 22,682.20 |
| 18 | GASKET, SERVICE REPL 25F | 1 | No. 28621.60 | Each | 28,621.60 |
| 19 | BRG MATD SET 7312+ QJ312 | 1 | No. 324063.10 | Each | 324,063.10 |
| 20 | BRG BALL | 1 | No. 88439.30 | Each | 88,439.30 |
| 21 | BRG ROLR CYL 151MM | 1 | No. 46121.55 | Each | 46,121.55 |
| 22 | BRG ROLR CYL NU2312EC | 2 | No. 52903.60 | Each | 105,807.20 |
| 23 | BRG ROLR CYL (for YR style A) | 1 | No. 40049.15 | Each | 40,049.15 |
| 24 | SLYDRING | 1 | No. 13353.20 | Each | 13,353.20 |
| 25 | PISTON SEAL RING | 1 | No. 11064.65 | Each | 11,064.65 |
| 26 | O-RING , 2-015, N1173 | 2 | No. 179.55 | Each | 359.10 |
| 27 | O-RING SIZE= 910 2.46 19.18MM NEO1 M N/A | 3 | No. 361.00 | Each | 1,083.00 |
| 28 | O-RING 2-155 | 2 | No. 870.20 | Each | 1,740.40 |
| 29 | O-RING 2-159 | 2 | No. 1940.85 | Each | 3,881.70 |
| 30 | O-RING | 1 | No. 5350.40 | Each | 5,350.40 |
| 31 | O-RING 2-359 | 1 | No. 6461.90 | Each | 6,461.90 |
| 32 | O-RING 2-388 | 1 | No. 24137.60 | Each | 24,137.60 |
| 33 | O-RING, 2-392, N1173 | 1 | No. 23487.80 | Each | 23,487.80 |
| 34 | O-RING 2-394 | 1 | No. 25791.55 | Each | 25,791.55 |
| 35 | O-RING 3-903 | 2 | No. 1212.20 | Each | 2,424.40 |
| 36 | GASKET O-RING CSD=1.981MM IN HNBR | 11 | No. 1310.05 | Each | 14,410.55 |
| 37 | O-RING 3-912 | 7 | No. 335.35 | Each | 2,347.45 |
| 38 | SENSOR TEMP 3000 OHMS | 4 | No. 17434.40 | Each | 69,737.60 |

| | | | | | | |
|----|--|-----|-----|----------|------|------------|
| 39 | RIBBON CABLE YM PANEL | 1 | No. | 8871.10 | Each | 8,871.10 |
| 40 | REFRIGERANT R134a (01 CYLINDER = 62KGS | 496 | KG | 589.00 | KG | 292,144.00 |
| 41 | LCD, DISPLAY | 1 | No. | 52250.00 | Each | 52,250.00 |
| 42 | O-RING SET | 1 | Set | 14250.00 | Set | 14,250.00 |
| | | | | | | 0.00 |

2 Providing following services/ works related to Overhauling, repairing of chiller units, testing & commissioning etc. Complete as required with satisfaction of Engineer incharge at site.

| | | | | | | |
|---|--|---|-----|----------|-----|------------|
| | | | | | | 0.00 |
| a | Pressure testing works | 1 | Job | 28500.00 | Job | 28,500.00 |
| b | Dehydration of complete refrigerant circuit | 1 | Job | 61750 | Job | 61,750.00 |
| c | Replacement of Spares/ Consumables/ Oils | 1 | Job | 42750 | Job | 42,750.00 |
| d | Servicing of Electrical Panel | 1 | Job | 23750 | Job | 23,750.00 |
| e | Overhauling of compressor and recommissioning of Chiller | 1 | Job | 121600 | Job | 121,600.00 |

| | |
|----------------|---------------------|
| Total | 2,563,381.35 |
| GST 18% | 461408.643 |
| Total | 3,024,789.99 |
| Say Rs. | 3,024,790.00 |