

- 5.0 **Validity:** Offers must be valid for acceptance for a minimum period of 60 (Sixty) days from the Bid Closing date.
- 6.0 Offers must conform in all respects to the terms & conditions of the Enquiry. Deviations, if any, must be clearly and specifically stated.
- 7.0 OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever. OIL also reserves the right to accept more than one offer and to split the services amongst two or more Contractors.
- 8.0 By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.
- 9.0 **Duration of the rate Contract:** The initial duration of the Contract will be for a period of two year, which may be extended for a further period of one year at the same rate, terms and conditions. at the discretion of OIL.

10.0 **BID SECURITY & OTHER DOCUMENTS**

- 10.1 Bids must be accompanied by Bid Security for an amount of Rs.10,000.00(Rupees Ten Thousand only) and shall be in one of the following forms:
- i) A Bank Guarantee (as per format enclosed vide Annexure-III) from any scheduled Indian Bank with a validity of at least 5 (Five) months from the date of Bid Closing and shall be enforceable at New Delhi.
 - ii) A Cashier's Cheque payable to OIL INDIA LIMITED, New Delhi.
 - iii) A Bank Draft in favour of OIL INDIA LIMITED and payable at New Delhi.
- 10.2 Unsuccessful bidder's Bid Security will be returned soon after the finalization of this Enquiry.
- 10.3 Successful bidder's Bid Security will be returned after receipt of Performance Security from him / them.
- 10.4 Bid Security will not accrue any interest.
- 10.5 The Bid Security will be forfeited :
- i) If a bidder withdraws his bid during the period of validity of bid or
 - ii) If the successful bidder fails to furnish the Performance Security / accept the Contract within 10(Ten) days of award of Contract.
- 11.0 **Bid Rejection Criteria :**
The bidders must provide the details of the DG set, its specification etc. and vintage, with supporting documents and literatures. Otherwise bid will not be considered for evaluation. Other terms of Bid rejection are as under :
- 11.1 Any bid not accompanied by a proper Bid Security in the above form will be rejected.
- 11.2 Conditional offers will be liable for rejection.
- 11.3 Bids with inadequate validity will be rejected.
- 11.4 Bids received after Bid Closing date and time will be rejected.
- 11.5 Bids received from unsolicited Parties will be rejected.
- 11.6 Bid shall contain no interlineation, erasers or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person signing the bid. Any bid not meeting this requirement shall be rejected.
- 11.7 Bids containing incorrect statement and / or incomplete information will be rejected.

12. Bid Evaluation criteria

Evaluation will be on overall total lowest value, fulfilling the required specification.

12.0 Performance Security Deposit:

12.1 Successful bidder shall be required to furnish a Bank Guarantee towards Performance Security, for an amount equivalent to 10% of the total estimated Contract value. The Bank Guarantee shall have to be furnished within 10 (Ten) days from the date of receipt of the notification of award of Contract, failing which the award of Contract may be cancelled. The Bank Guarantee issued by any Nationalised Bank should be kept valid for one more month than the validity of the Contract and extensions thereto. A format of Bank Guarantee is enclosed herewith vide Annexure-IV.

12.2 The Bank Guarantee will be discharged after successful completion of the Contract and subsequent extensions if any. In the event of default in the execution of the Contract by the Contractor as per the terms and conditions of the Contract, the Bank Guarantee will invoked either in part or in full.

12.3 The proceeds of the Performance Security shall be payable to Oil India Limited as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(A K Khatoniar)
Sr. Manager (Contracts)
for Senior Adviser (C & P)
for Chairman & Managing Director

Encl: As above

Annexure -II

A. Scope of the work / Services

Oil India Limited (OIL) has its Residential Complex at plot No 250 C, Sector – 15A, NOIDA, UP. OIL intends to hire a 75 KVA Silent Diesel Generating Set including its operation and maintenance services. The scope of the contract will cover inter-alia the following:

- 1.0 The contractor will supply, install and commission a 75 KVA Silent Type Diesel Power Generating set (emulsion level as per prevailing Govt. norms and with automatic changeover facility) on hire basis.
- 2.0 The Silent Generating Set provided under the contract, must be in good working condition and must not be **older than three years** at the time of installation.
- 3.0 The contractor shall arrange for control panel, foundation, crane etc. for mobilization and installation of the generating set at his own cost.
- 4.0 Maintenance of Generating Set shall be provided by the contractor at his own cost to ensure trouble free service to the satisfaction of OIL INDIA LIMITED through out the duration of the contract.
- 5.0 The contractor will supply all spares, consumables e.g., diesel, engine oil etc . and shall keep in stock sufficient quantity at his own cost for uninterrupted and trouble free operations of the generating set.
- 6.0 The services of a trained and competent operator shall be made available by the contractor at his own cost round the clock on all days for operation and maintenance of the generating set as and when UPSEB power supply fails.
- 7.0 The contractor will make electrical power available to OIL's colony in NOIDA as and when UPSEB power supply fails, by running the generating set without any delay throughout the duration of the contract.
- 8.0 The contractor at his cost should maintain a 5 kg capacity fire extinguisher (dry powder) having specification as per IS2171 at Gen. Set site.
- 9.0 The DG set should be in perfect working/running conditions. Any maintenance preventative as well as running maintenance for Mechanical/Electrical etc. will have to be carried out by the contractor at his own cost.
- 10.0 To ensure 100% availability of the DG set the contractor must keep sufficient stock of fuel, lubricant etc. In case of break down or shut down for routine maintenance the contractor will have to keep a standby DG set to meet such eventuality.

2.0 OTHER TERMS AND CONDITIONS :

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and contractor, as recorded in the contract document signed by the parties, including all attachments and annexure thereto and all documents incorporated by reference therein.
- (b) "Company" means Oil India Limited (OIL).
- (c) "Contractor" means the individual or firm or Body, performing the service under the contract.
- (d) "Service / job / work" means each and every activity required for the successful performance of the services described in the tender document.
- (e) The terms "Bid", "Tender" and "Offer" have been used interchangeably and refer to the same document.

3.0 DURATION OF THE CONTRACT:

The initial duration of the contract shall be for two years from the date of commissioning of the generating set at OIL's Residential Complex at Sector-15A, NOIDA with a provision for extension by another one year at the same rates, terms and conditions.

4.0 MOBILISATION PERIOD:

The contractor shall be required to mobilize/install the generating set together with operating personnel, consumables etc. at OIL's Residential Complex at Plot No.250C, Sector-15A, NOIDA within 10 days from the date of receipt of Letter of Intent (LOI).

5.0 **ESCALATION:**

In the event of any increase / decrease in Diesel price during the currency of the contract the company will pay as per increased / decreased price of Diesel in NOIDA. The bidders should mention the rate of consumption of Diesel (litres per hour) of the generating set offered by them to calculate the running cost due to increase/decrease in Diesel price.

6.0 **PAYMENT TERM:**

Payment will be made on a monthly basis. The contractor will submit his monthly bills after completion of each month supported by the log sheet giving total duration of power supply by the generating set duly certified by the authorized representative of the company. Payments will be made within 30 days from the date of receipt of the contractor's clear and complete bills together with the documents called for herein. Payments shall also be subject to TDS and other Deductions, if any.

7.0 Oil India Limited shall make arrangement for providing temporary shed for housing the generating set. Foundation required, if any, for the generating set shall, however, be arranged by the contractor at his cost. No extra charges will be payable to the contractor for mobilization/de-mobilization, installation and commissioning of the generating set.

- i) A log book shall be maintained by the contractor/operator for recording the duration of power supply by the generating set on a daily basis and the same should be countersigned by the company's authorized representative latest by the following day.
- ii) In case of failure of UPSEB Power Supply, the operator shall operate the generator immediately (i.e. Genset should start automatically) without waiting for any instructions from OIL's representatives. The operator shall have to ensure proper functioning of the Generating set.
- iii) A minimum stock of Diesel/lube oil to run the generating set continuously for 24 hours should be maintained by the contractor.
- iv) The generating set must be a SILENT set. Safety and security of the generating set shall be the responsibility of the contractor.
- v) The contractor will provide competent, experienced and well behaved operator(s) to operate the generating set properly and efficiently and shall ensure that the operator(s) observes/observe all applicable safety requirements. If the operator(s) is/are found to be unsuitable by OIL, the contractor shall remove his operator(s) immediately and shall promptly replace the operator(s) with other operator(s) suitable to OIL at contractor's own expense.
- vi) The contractor shall be responsible for meeting all the statutory requirements in connection with the installation, commissioning and operation of the generating set throughout the period of the contract.

- vii) The contractor will take adequate precautions to prevent danger from the generating set and its accessories. The contractor will be responsible for and bear all the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for death, injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any suit, action or proceedings to any such person.

8.0 **TAXES & DUTIES:**

The Contractor shall be fully responsible for all taxes, Excise Duties, Sales Tax, License Fee, Works Contract Tax/Service Tax or any other Tax payable and/or other levies, charges, etc. imposed by Central/State Governments, Municipal and Local Bodies and Regulatory agencies or Authorities. Bidder should quote inclusive of all the above referred items.

9.0 **DEFAULT:** If the contractor contravenes any of the provisions hereof or neglect to carry out his obligations hereunder, Oil India Limited (OIL) may give notice in writing thereof requiring the contractor to remedy the breach within 7-days or within such period as OIL may agree to be reasonable. In the event of the contractor failing to do so, OIL will be at liberty to arrange the services from an alternative source of its choice or may terminate the contract. The additional expenses arising out of such alternative arrangement of the serves or any part of the services hereof will be to the contractor's accounts.

10.0 **TERMINATION OF THE CONTRACT:**

Oil India Limited reserves the right to terminate the contract at 30 days notice in writing. In the event of termination of the contract OIL shall pay the contractor such sum, which will compensate the contractor for the services provided by him in performance hereof prior to such termination. OIL shall not compensate the contractor for work arising from such termination.

11.0 **FORCE MAJEURE:**

a) No failure or omission to carry out or observe any of the stipulations or conditions of this contract shall, except as, herein, expressly provided to the contrary give rise to any claim against either party or be deemed to be a breach of contract if such failure or omission arises due to an event of force majeure.

b) The term FORCE MAJEURE as used herein shall mean acts of God, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, landslides, lightening, earthquakes, fires, storms, floods, washouts, Government Regulations and orders, Civil commotion and any other causes, whether of the kind herein enumerated or otherwise, which are not within the control of the party claiming suspension and which renders, performance of the contract by the said party impossible.

12.0 **LIQUIDATED DAMAGE:**

12.1 Time will be the essence of the Contract.

12.2 In case of failure of the contractor to mobilise and successfully commission the Gen-set within the time specified in the Letter of Intent, liquidated damage @ 0.5% of the total contract value per week or part thereof will be levied subject to a maximum of 7.5% in respect of which default in completion takes place. Thereafter, OIL reserves the right to take appropriate action as deemed fit.

12.3 In the event of the successful bidder's (contractor's) failure to provide electric power as per scope of work of the contract, no hiring charges will be payable to the contractor for the period of failure. The contractor shall rectify the defects and make the generating set operative within 12 (twelve) hours of break-down, failing which liquidated damage will be levied @ 7.5% of monthly hiring charges per week or part thereof subject to a maximum period of six weeks. Thereafter OIL reserves the right to take appropriate action as deemed fit.

13.0 **ARBITRATION:**

All disputes or differences whatsoever arising between the parties out of or relating to construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be at New Delhi.

14.0 **MISCELLANEOUS:**

- 14.1 Company's decision in respect of any dispute arising out of the contract / services, shall be final and binding on the contract.
- 14.2 Contractor shall procure, at his expense, all necessary permits, certificates and Licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the services is to be performed, and the contractor further agrees to hold the company harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 14.3 The contract shall be governed and interpreted in accordance with law of India and courts at New Delhi shall have exclusive jurisdiction.
- 14.4 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract.
- 14.5 Contractor shall protect, defend, indemnify and hold Oil India Limited harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, liens and judgments of every kind and character without limit which may arise, while performing the obligations under the contract and/or due to an involvement of contractors equipment, employees, etc. on account (but not limited to) bodily injury or death, damage to property, etc.
- 14.6 All services to be rendered under the contract shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the nature of work / services carried out / rendered and necessary certificates / permissions shall be obtained by the contractor.

Annexure -I

SPECIFICATION FOR 75 KVA SILENT TYPE DG SET

DIESEL ENGINE

CUMMINS / KIRLOSKAR/ or Equivalent make water cooled engine, electric start four stroke developing 105 BHP at 1500 RPM with 10% overloading capacity as per ISO 3046 /BS : 5514 having the following specifications :

INTAKE AIR SYSTEM :

- ✚ Air intake manifold
- ✚ Air cleaner

EXHAUST SYSTEM :

- ✚ Industrial Silencer
- ✚ Stainless steel Clamp
- ✚ Emulsion level as per Govt. norms

COOLANT SYSTEM :

- ✚ Engine water pump – centrifugal pump
- ✚ Engine mounted radiator

LUBRICATING SYSTEM :

- ✚ Sump oil pan
- ✚ Engine mounted lub oil pump and cooler
- ✚ Lub oil filter

FUEL SYSTEM :

- ✚ MICO pump
- ✚ Fuel filter

GOVERNOR :

- ✚ Mechanical

INSTRUMENT PANEL – Engine mounted with wiring harness having following :

- ✚ LO pressure gauge

- ✚ Water pressure gauge
 - ✚ Hr. meter RPM meter
 - ✚ Starting switch
- ENGINE SAFETIES :
- ✚ High water temperatures
 - ✚ Low lube oil pressure
- STARTING SYSTEM :
- ✚ Electric starter – 12 Volts DC
 - ✚ Automatic changeover facility
- FLY WHEEL :
- ✚ Single bearing adopter design
- ALTERNATOR :
- ✚ Synchronous 1500 RPM, 50 HZ, 415V brushless Class H insulation, single bearing design of Stamford / Crompton / Kirloskar make. The alternator should be suitable for tropical condition and shall generally conform to BS : 2613 / IS : 4722.
- MOUNTING ARRANGEMENT :
- ✚ Single bearing alternator is mounted on the bell housing of the engine. Assembly as a whole is mounted through AVM pads on base frame – cum – fuel tank.
- BASE FRAME CUM FUEL TANK :
- ✚ Fuel tank to be provided in the base frame itself. It should be with drain valve, air vent, inlet and outlet connections.
- BATTERY :
- ✚ One no maintenance free battery of 12 – 120 AH capacity volts, dry and uncharged of rating leads.
- AMF CONTROL PANEL :
- ✚ The panel should be made of 14 Gauge MS sheet.
 - ✚ The panel should be equipped with follows :
 - One No 3 pole 125 Amps contactor with thermal overload release.
 - Ammeter with selector switch
 - Voltmeter with selector switch
 - Frequency meter.
 - Pick make AMF relay for auto start / stop of Genset in case of mains failure.
 - Indicating lamp for “Load on” & “Set Running”.
 - Audio – Visual annunciation with hooter alarm for :
 - Push button for engine start / stop.
 - Auto / manual / test selector switch.
 - Low lub oil pressure.
 - High water temperature
 - Set fails to start.

ACCOUSTIC ENCLOSURE SPECIFICATION :

- ✚ Silent DG set container with the provision to assemble and dismantle easily as per the site condition.
- ✚ There should not be any protruding part.

ANNEXURE - IIA

SCHEDULE OF RATES

SL NO	ITEM	RATE(Rs.)
1	Hiring charges per month including interalia maintenance, spares, operation, etc of Silent Generating Set round the clock.	Replacement of Rs.
2	Running charges per hour including supply of consumables e.g. Diesel, Engine oil, etc. (payable on a pro-rata basis for the actual period the generating set runs, corrected to the nearest minute).	Rs.....

OTHER DETAILS

- 1 Rate of consumption of diesel (litres per hour of running) will be considered as 12 litres
2. Mobilisation period : 15 days from the date of issue of Letter of Intent.

=====

Bidders are required to submit documentary evidence /technical literature in respect of Model No., Year of Manufacture, Capacity and Fuel consumption of the Generator set offered.

List of Parties to whom tender document issued are as under :

1. M/s Hi-Power Gen.international
Plot No.2, Road No.32
East Punjabi bagh
New delhi 110 026
2. M/s Reliable Diesel Engineers
102,Mg Bhawan-1
7-L.S.C, Pushp vihar
New Delhi 110 062
3. M/s Snam Electricals Pvt.Ltd.
203, Indrajeet Singh Place
X/320-323, Delhi gate Market
New Delhi 110 002
4. M/s Power Gen Co.ltd.
1050/69, Tri Nagar
New Delhi
5. M/s New Power Gen International
B-4/273-274, Sector -7
Rohini, New Delhi 110 085
6. M/s NOIDA Power Gen.Co
Aravali Apartment
D-1/144-D, sector 52,
NOIDA

7. M/S Dhingra Generator & Water Suppliers
H-1, South Extension, Part-1
New Delhi- 110049
8. M/s Generator Hiring Co.
2778/36, Rajasthan Motor Market
Hamilton Road, Mori Gate
New Delhi – 110 006
9. M/s Generator House
W-18, Mayapuri Industrial Estate
New Delhi 110064
10. M/s Diesel Technocrates
V-18, New market, Harola
NOIDA
11. M/s Prince Generators
V-7, Sector -5, Main Market Harola
NOIDA
12. M/s Comprehensive Business Solutions
Flat No.40-C, Pocket-C, (HIG) SFS Flats
Mayur Vihar Phase-III
New Delhi 110 096
13. M/s Jai Durga Power Gen. Company
C-175, Gagan Vihar
Delhi –UP Border
Ghaziabad (UP)
14. M/s Cummins Power Solutions Ltd.
New Delhi