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| Enquiry No. | OIL/62/07/Enq-415 |
| Date | 03.08.2009 |
| Bid Closing Date | 12.08.2009 |
| Bid Closing Time | 2.30 P.M. |
| Bid Opening Date | 12.08.2009 |
| Bid Opening Time | 3.00 P.M. |

Due date of opening extended till 18.08.2009

Sirs,

- 1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for Operation & Maintenance of Heating, Ventilation and Air conditioning (HVAC) systems at OIL HOUSE, Plot No.19, Sector 16-A, NOIDA, UP, 201301. The broad scope of work and other terms and conditions are as per enclosed Annexure-I. OIL invites you to quote your most competitive rates for providing the said services as per the schedule of work in Annexure-I. The rates to be quoted in the Price format enclosed as Annexure-II. The quoted rate should be inclusive of all taxes, duties and charges etc.
- 2.0 You may submit your most competitive offer in a sealed envelope superscribing the following details on the right hand top corner:

OIL's Enquiry No. _____
Bid closing date _____
Brief description of the job _____
Bidder's Name _____

- 3.0 Offers must be addressed to:
Senior Adviser(C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301
- 3.1 The sealed envelope containing the offer must be delivered at the Office of Senior Adviser (C&P) at above address latest by 2.30 PM on the Bid Closing Date.
- 3.2 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of Senior Adviser (C&P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.
- 3.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / time will get extended upto the next working day.
- 3.4 Offers or modifications to offers received after the Bid Closing time / date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.

- 4.0 All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be high-lighted. Offer should show the details of Taxes, Duties and other charges, if any. In absence of these details the quoted rates shall be considered as net price inclusive of all charges / expenses for completing the job in all respect at the required place / location.
- 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 contract :** The contract will be for a period of one year . However, the contract may be extended for a further period of one year at the same rate, terms and conditions.
- 10.0 **Earnest Money Deposit :** Bids must be accompanied by bid security for an amount of Rs.10,000.00 and shall be in one of the following forms:
- i) A Bank Guarantee from any scheduled Indian Bank with a validity of at least 05 (five) months from the date of bid closing date 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.
- 10.1 Unsuccessful bidder's bid security will be returned soon after the finalization of this enquiry.
- 10.2 Successful bidder's bid security will be returned after receipt of performance security from him/them.
- 10.3 Bid security will not accrue any interest.
- 10.4 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 days of award of contract.
- 11.0 Liquidated Damage (L/D) :** In the event of failure of the contractor to rectify any defect within a reasonable time ,penalty @ Rs.500.00 will be levied .Furthermore, if the contractor fails to provide the required manpower

proportionate deduction will be made from their monthly bill. The amount of such deductions will be on pro-rata basis of the value of the contract. The decision of OIL in this regard will be final and binding on the contractor.

12.0 Performance Security Deposit:

12.1 Successful bidder shall be required to furnish a Bank Guarantee issued by any Nationalised Bank 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 should be kept valid for one more month than the validity of the Contract and extensions thereto.

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.

13.0 Termination : OIL reserves the right to terminate the contract ,any time with one week written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

14.0 Settlement of disputes :

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be New Delhi.

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

Operation and Maintenance of HVAC system
at OIL House, Sector-16A, NOIDA.

A. Scope of Work

1. Starting and stopping of the plant as per requirement of the user.
2. Checking water in the cooling tower.
3. Checking voltage.
4. Checking operation of allied equipment for its normal operating conditions, and informing the abnormalities to the concerned people.
5. Recording the readings.
6. Recording abnormalities observed of the plant in the log sheet.
7. Maintain the general cleanliness of the plant room.
8. Constant monitoring of the temperature in different floors.
9. Attending day-to-day temperature complaints.
10. Monitoring the water levels of the cooling towers.
11. Monitoring of the voltage supplied and necessary remedial actions by starting the DG sets, if possible.
12. Monitoring the chiller parameters on hourly basis. Rectify any faults found.
13. Regular cleaning of AHU filters.

B. Special Conditions

1. The contractor to engage following persons
Supervisor : 1 No with minimum 10 years of experience.
Electrician : 1 No with minimum 5 years experience.
Helper/Assistance : 1 No with minimum 5 years of experience.
2. Period of Service Availability : 12 hours per days except Gazetted Holidays.
3. Payment against working on gazetted Holidays and beyond normal duty hours will be made on pro-rata basis.

4. The contractor must have to carry out the job beyond normal duty hours also in case of requirement.
5. The contractor will have to make all the arrangement for fooding, transportation, conveyance etc for their employees.
6. The contractor will have to provide uniforms, shoes etc. to their employees.
7. For better communication, the leader of the group should be provided with mobile hand set so that he can be contacted at anytime in case of emergency.

C. General Terms and Conditions

- a) The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable.
- b) The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be the responsibility of the contractor.
- c) The contractor will abide by rules, regulations, by-laws and statues, Oimposed by the Government and other local authorities etc.
- d) The payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. Payment will be made by 7th day of every month.
- e) The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions.
- f) Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor.
- g) The contractor shall be responsible for maintenance of Registers / records under various labour laws and shall furnish them as and when required.
- h) The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under the statutory labour provisions at any point of time during the currency of the contract or thereafter for the relevant period.
- i) The contractor shall be entirely responsible for any mishaps /accident, inside the Oil India Ltd premises, to his worker(s) while performing duty and shall have no claim on Oil India Ltd with respect to any compensation / monetary benefits etc whatsoever. Contractor shall arrange to take necessary insurance policy for the personnel employed by them and third party in respect of risks involved during the course of operation of the contract to the satisfaction of the society and before starting the work.
- j) OIL shall have right to with hold payment of the bills in case of non-compliance of any clause of the contract or payment etc to his contract labour.
- k) Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services.

- l) No other person except contractor and their employees shall be allowed to enter the OIL premises. Contractor/employees shall not entertain any outsider or extend any service beyond Oil India Ltd premises.
- m) Contractor's personnel shall not indulge in any unlawful activities within the Oil India Ltd premises and not indulge in any other private work other than normal duties.
- n) The personnel engaged by the contractor shall be subject to security check by the Oil India Ltd's security staff while entering / leaving the premises. The contractor for their personnel shall issue identity cards. Contractor shall give the name of the personnel deployed by him to OIL.
- o) Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by their staff.
- p) Oil India Ltd. reserves the right to terminate the contract any time during the period of the contract without assigning any reasons thereof. Such terminations will be communicated in writing to the contractors and any work affected beyond date of termination of the contract shall not be measured and paid for.
- q) For execution of any major jobs for any equipment, contractor will provide detail estimate separately from the original manufacturer/supplier. Such job will be executed separately.
- r) Contractor will provide additional manpower, if required, for execution of any job covered in the contract.
- s) Contractor will keep proper records of equipments covered under the defect liability period / guarantee period while executing the job and in no case will violate any norms.

D. Rates

- i) The quoted rates will remain firm and free from any escalation during the entire period of the contract. It will be inclusive of all taxes, duties including Works Contract Tax in the state of U. P. Form No.C, Form No.31 and any other tax concession form will not be issued to the contractor.
- ii) In case of procurement of materials, payment will be made for the actual measured quantum. The contractor will procure the material from the authorized dealer / distributor only. Defective materials will be rejected.

E. Payment Terms

The bill shall be submitted in triplicate on quarterly basis for payment. Payment shall be released within 15 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable.

While submitting bills for payment, the contractor shall furnish a undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractors and they will resolve the dispute satisfactory at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.

ANNEXURE-II

Enquiry No. OIL/62/07/Enq-415

Price schedule

| SI.No | Description of job | Unit | Total per month |
|-------|---|---|-----------------|
| 1. | Operation and Maintenance of HVAC system | Per month | |
| 2. | Overtime beyond stipulated duty hours | Rate per hour Supervisor Electrician Assistant | |
| 3 | Rate for duty on gazetted holidays if required by OIL | 12 hrs.duty | |
| 4 | Any other charges (To specify) | | |

NOTE : For the purpose of Bid evaluation the **sum total** of the following parameters will be considered

1. Monthly charges

2. Overtime = 30 hrs. in a month for 3 persons in normal working days

$$= (\text{Rate for Supervisor} \times 30 \text{ hrs}) + (\text{Rate for Electrician} \times 30 \text{ hrs}) + (\text{Rate for Assistant} \times 30 \text{ hrs})$$

3. Any other charge

LIMITED TENDER

Tender document issued to the following four parties

1. M/s Voltas Limited
E-22/B 1 Extension
Mohan Co-operative Industrial estate
Mathura Road
New Delhi 110044

2. M/s Overseas Engineering Company
B-61, Phase-1, Aya Nagar Extn
New delhi 110 047

3. M/s Real Facility Services
107, Queen's Plaza
Block-C, Sushat Lok
Gurgaon 122 002

4. M/s Manpreet Airconditioning & Electrical Services
U-25/9 DLF phase-III, Town Hall
Gurgaon, 122 002