



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: मुंबई, महाराष्ट्र
Oil India Limited
(A Government of India Enterprise) Registered Office: Mumbai, Assam

KG Basin Project

#Door No.11-4-7,
Nookalamma Temple Street,
Ramaraopeta,
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

To,

Tender No.	: ECP3043L17
Bid Closing Date and time	: 21.12.2016 (15.00 HRS;IST)
Bid Opening Date and time	: 21.12.2016 (15.00 HRS;IST)

Dear Sir/Madam,

Subject: OIL's Tender No. **ECP3043L17 for 'Providing service of 1 No. of 80 KVA noise-less Generator Set on hire basis for OIL's Office Complex located at D. No: 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada, Andhra Pradesh for a period of 2(two) years'.**

Oil India Limited (OIL) intends to enter into contract for the subject service for a period of **02(Two) years** and invites your offer under Single Stage Composite Bid System for the same.

1.0 SUBMISSION OF BID:

1.1 Offers should be sent in a sealed envelope. The offer should be submitted as per format given in Annexure-I (Price Bid Proforma) in bidder's own original letter head duly signed by authorised signatory and stamped. The offer should be put in a sealed envelope bearing the following details on the left hand top corner:

- Oil India Ltd.'s Tender No.
- Bid closing date
- Brief Description of Service
- Bidder's Name, official address with Phone Nos. & Email address.

- 1.2 Bidders, in their own interest, are advised to drop their offers personally in the Tender Box at the office of “**Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh**”. Alternatively, they may send their offers through Registered Post/Courier services. OIL will not be responsible for any delay, wrong delivery or non-delivery of the offer.
- 1.3 Any offer not complying with the above submission procedure will be rejected.
- 1.4 Bids must be submitted in original. No offer should be sent by Telex/Cable/Fax/E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

2.0 DEADLINE FOR SUBMISSION OF BIDS:

- 2.1 Offers must be received at this office before the Bid Closing date & time mentioned in the Notice Inviting Tender (NIT).
- 2.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

3.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

- 3.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 3.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

4.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

5.0 RETURN OF LATE BIDS:

- 5.1 Bids received after Bid Closing Date & time will be treated as “Late Bids”. In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

6.0 OPENING OF TENDERS:

- 6.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 6.2 In case of any unscheduled holiday/bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.
- 7.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(A.Baruah)
Dy. Manager (Materials)
for Dy. General Manager (KGB&BEP)
for Executive Director (KGB&BEP)

SECTION-I

GENERAL TERMS AND CONDITIONS OF THIS CONTRACT

1.0 COMMENCEMENT OF SERVICE:

The Contractor must provide the above mentioned service **within 15 days** from the notification of award of Contract.

2.0 DURATION OF CONTRACT:

The initial duration of the Contract shall be for a period of 2 (two) years from the date of commissioning of the generating set at OIL's Office Complex located at D. No: 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada, Andhra Pradesh with a provision for extension by another 1(one) year at the same rates, terms and conditions.

3.0 LIQUIDATED DAMAGE:

Time will be the essence of the Contract.

In case of failure of the Contractor to mobilize and successfully commission the Gen-set within the time specified in the notification of award of Contract, 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.

In the event of the Contractor's failure to provide electric power as per scope of work of the Contract, no hiring charge 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 of 6(six) weeks. Thereafter OIL reserves the right to take appropriate action as deemed fit.

4.0 PENALTY:

If the contractor contravenes any of the provision hereof or neglect to carry out his obligations hereunder, Oil India Limited (OIL) may give notice in writing thereof instructing 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's failure 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 services or any part of the services hereof will be to the contractor's accounts.

5.0 PERFORMANCE SECURITY DEPOSIT:

5.1 Contractor shall be required to furnish a Bank Guarantee towards Performance Security, for an amount equivalent to 2.5% of the total estimated Contract value. The Bank Guarantee shall have to be furnished within 30 (Thirty) 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 Nationalized Bank should be kept valid for six more month than the validity of the Contract and extensions thereto.

5.2 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 be invoked either in part or in full.

5.3 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.

6.0 RETENTION MONEY:

A Retention Money equivalent to 5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six)months but within 7(seven) months from Completion of the Contract period. Retention Money will not accrue any interest.

7.0 PAYMENT TERMS:

Payment will be made on 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 generator set duly certified by the authorized representative of the company. Payments will be made within 30 days from the date receipt of the undisputed bills of the Contractor along with documents called for herein. Payments shall also be subject to TDS and other deductions, if any.

8.0 TERMINATION:

OIL reserves the right to terminate the contract, any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination. OIL shall not compensate any claim of the Contractor arising from such termination .

9.0 ARBITRATION:

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian

Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at KAKINADA/NOIDA/DELHI unless otherwise agreed by OIL.

10.0 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

10.0 BANKING CHARGES:

All banking charges will be to the Contractor's account.

11.0 ASSIGNMENT:

The Contractor shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer /assignment or subletting shall not relieve the Contractor of any of his obligations which might have arisen before such permission was given.

13.0 APPLICABLE LAW:

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

14.0 SET OFF:

Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (Or such other person or persons contracting through Oil India Limited).

15.0 TAX Liability:

All statutory taxes/levies by the Central/State Govt. or other authority from time to time will be borne by the Contractor. Rates /Amounts under this agreement are inclusive of all taxes, royalty, sales tax, Service Tax, VATetc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP)within 15 days and N.O.C. / N.D.C.from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

SECTION – II

SCOPE OF WORK/SERVICES AND SPECIFICATIONS

A. The scope of the contract will generally cover inter-alia the following:

- i. The contract will supply, install and commission a **80KVA (MINIMUM)** Silent type Diesel Power Generating Set (emulsion level as per prevailing Govt. norms and with automatic changeover facility) on hire basis.
- ii. The hourly charges is payable on the basis of running hours only and the Genset must be available on as an when required basis even on Saturdays/Sundays/Public Holidays and Night Hours also. In case of Non-availability of Genset in need the provision shall be there to deduct Rs.700/- per day from the service provider.
- iii. Moreover the rate of hourly charges may decrease or increase depending on the existing market price of Diesel from time to time.
- iv. 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.
- v. The contractor shall arrange for control panel, foundation, crane etc. for mobilization and installation of the generating set at his own cost.
- vi. 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 throughout the duration of the contract.
- vii. 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.
- viii. 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 APEPDCL power supply fails.
- ix. The contractor will make electrical power available to OIL's Office Complex in KAKINADA as and when APEPDCL power supply fails, by running the generating set without any delay throughout the duration of the contract.
- x. The contractor at his cost should maintain a 5 kg capacity fire extinguisher (dry powder) having specification as per IS 2171 at Gen-Set site.
- xi. 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.

- xii. 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 routing maintenance the contractor will have to keep a standby DG set to meet such eventuality.

B. Other Salient Points:

- i) 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/demobilization, installation and commissioning of the generating set.
- ii) 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.
- iii) In case of failure of APEPDCL power supply, the operator shall operate the generator immediately (i.e. Genset should start automatically) without waiting for any instruction from OIL's representatives. The operator shall have to ensure proper functioning of the Generating set.
- iv) A minimum stock of Diesel/lube oil to run the generating set continuously for 24 hours should be maintained by the contractor.
- v) The generating set must be a SILENT set. Safety and security of the generating set shall be the responsibility of the contractor.
- vi) 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.
- vii) 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.
- viii) 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.
- ix) Contractor shall procure, at his expense, all necessary permits, certificates, Licenses etc. required by virtue of all applicable laws, regulations, ordinance and other rules in effect at the place where any of services is to be performed

and the Contractor further agrees to hold OIL harmless from liability or penalty which might be imposed by any reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

- x) Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this Contract.
- xi) Contractor shall protect, defend, indemnify and hold OIL 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 contract, equipment, employees etc. on account (but not limit to) bodily injury or death, damage to property etc.
- xii) 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.)

PROFORMA - A**Price Schedule**

Sl. No.	Description of Service	UoM	Quantity	Unit Rate (in INR)	Total (in INR)
1	Monthly hiring charge (Monthly hiring charge includes maintenance and operation of silent, emission level as per Govt. norms DG set of 80 KVA capacity)	Month	24		
2	Running Charge (Running charge includes operation and maintenance of silent 80 KVA capacity with fuel and consumables)	Hrs.	500 (Estimated)		
Taxes, if any (please specify categorically)					
Final Grand Total (A)					

Note:

- 1. Adjustment of Rates due to Change in Fuel Price:** The Rates shall remain firm throughout the duration of the Contract. However, in the event of any change in Diesel price in KAKINADA during the currency of the contract, the company will reimburse the same by increasing / (decreasing) the running cost, for which fuel consumption will be considered as 12 litres per hour. The base rates of fuel for this contract will be the rates prevailing at KAKINADA on the bid closing date of the tender.
- The Contractor shall be fully responsible for all taxes including but not limiting to 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. Final Grand Total Price (A) has to be inclusive of all taxes and other expenses. However, bidders have to mention the statutory taxes / charges categorically so that any change in such statutory taxes / charges during the contract period can be adjusted (reimbursed / deducted) by OIL.
- Total running hours actually required may differ from the quantity shown above. However, above shown running hours (500 Hrs.) will be considered for evaluation purpose.
- Bidders to confirm that in the event of award of Contract they will submit Performance Security Deposit @ 2.5% of the total contract value and their acceptance of payment after deduction @ 5% against each running bill towards retention money as per Company policy. Performance Security Deposit and Retention Money will not earn any interest whatsoever.

ANNEXURE-IV

CONTRACT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Terms and Conditions of this Contract;
- (b) Section-II indicating the Scope of Work/Services and Specifications;
- (c) Proforma-A indicating the Price Schedule.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide

the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at _____ as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:
Status:
In presence of
1.
2.

Name:
Status:
In presence of
1.
2.

APPENDIX-B

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To:

**Oil India Limited,
Kakinada-533004,
Andhra Pradesh, India**

WHEREAS (Name and address of Contractor)

(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated _____ to execute (Name of Contract and Brief description of the work) _____ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) _____ (in words) _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) 90 days after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

NOTE: Bidders are NOT required to complete this form while submitting the Bid.

ANNEXURE-III

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

Executive Director (KGB&BEP),
OIL INDIA LIMITED,
D.NO.11-4-7; 3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India
Sir,

Sub: OIL's Tender No. _____

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

The Tender is issued to the following parties only.

1. M/s. Nandipati Rajesh; Kakinada, A.P
2. M/s. P.V.Appa Rao; Kakinada, A.P
3. M/s. S. Uma Maheswara Rao; Kakinada, A.P
4. M/s. Bharthi Engineering Indore; M.P
5. M/s. Accurate Powertech India Pvt. Ltd; Pune, Maharashtra
6. M/s. Chandra Oil & Gas Project Services Pvt. Ltd; Kakinada, A.P