

IMPORTANT NOTE

TENDER NO. : NCP 9231L19 dated 18.09.2018 for Annual Maintenance Contract of 2 nos. of Precision Airconditioner units (Make: M/s. Stultz-CHSPL(India) Pvt. Ltd. , installed at the Sserver Room(Data Centre) at Oil India Limited E&D Directorate office,5th Floor, NBCC Centre, Plot No.2, Okhla, Phase-I, New Delhi-110020 for the period from 20.12.2018 to 15.08.2021.

BID CLOSING DATE & TIME : 09.10.2018 at 14:30 Hrs.(IST)

BID OPENING DATE & TIME : 09.10.2018 at 14:45 Hrs.(IST)

Limited Tender No. NCP 9231L19 has been issued to the following 5(Five) parties :

- 1. M/s. Max Systems Pvt. Ltd, New Delhi**
- 2. M/s. Skyline Airconditioning, New Delhi**
- 3. M/s. Mallika Airconditioners, New Delhi**
- 4. M/s. MG Cooling, New Delhi**
- 5. M/s. Cool Rays, New Delhi**

Other interested parties, who are authorized dealers of M/s. Stultz CHSPL (India) Pvt. Ltd. may participate in this tender . They will have to provide authorization letter issued by M/s. Stultz in the format given as Annexure-IV provided in the tender document. Offers received without authorization letter from OEM, M/s. Stultz will be rejected.

Interested parties may download the tender & after filling up their prices in the Bidding format in Annexure-III & enclosing all the documents required as per tender may submit their offer in the following address:

**Dy. General Manager(Contract & Purchase)
Oil India Limited , NBCC Centre, 5th Floor,
Plot No.2 ,Okhla, Phase-I
New Delhi-110020.**



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: मुम्बई, अहमदाबाद, कोलकाता, दिल्ली, चेन्नई
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

5th Floor, NBCC Centre,
Plot No.2, Okhla Phase-I,
New Delhi-110020
Web Site: www.oil-india.com

(FORWARDING LETTER)

Tender No.	NCP 9231L19
Tender Date	18.09.2018
Bid Closing Date	09.10.2018
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	09.10.2018
Bid Opening Time	14 : 45 Hrs. (IST)
Performance Security	10% of contract value.

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites you to submit your offer for Comprehensive Annual Maintenance Contract (AMC) for 2 nos. of Precision Airconditioner units, Make: M/s. Sultz-CHSPL (India) Pvt. Ltd., installed at the Server room (Data Centre) at OIL's E&D Directorate office ,5th Floor, NBCC Centre, Plot No.2, Okhla, Phase-I, New Delhi-110020. Duration of the AMC will be from 20/12/2018 to 15/08/2021. Detailed Scope of Work to be covered under the Annual Maintenance Contract is enclosed as Annexure-I. Offer should be complete in all respect without keeping any ambiguity and conforming to the "General Terms and Conditions" of the tender enclosed as Annexure-II.

2.0 Bidding Format for quoting AMC charges is enclosed as Annexure-III.

3.0 You are requested to submit your offer in a sealed envelope super scribing the following details:
OIL's Tender No.: _____
Bid Closing date : _____
Brief description of job : _____
Name of bidder : _____

4.0 Offers must be addressed to:
Dy. General Manager(C&P)
Oil India Limited, E&D Directorate
NBCC Centre, Plot No.2, Phase-I, Okhla, New Delhi-110020.

4.1 The sealed envelope containing the offer must be delivered at the office of Dy. General Manager(C&P) at the above address latest by 2.30 PM (IST) on the Bid Closing date mentioned above.

4.2 Bid should be drop personally in the Tender Box placed at the office of E&D Directorate at the above address. Alternatively, same may be send through courier/speed post/ e-mail also. OIL will not be responsible for any postal delay in delivery, wrong delivery or non-delivery of bid by courier or post.

4.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.

4.4 Offers or modifications to offers received after the Bid Closing Date / Time will not be considered.

5.0 Validity:

Offer must be valid a period of 60 (sixty) days from the Bid Closing date. If the offer validity is not mentioned in the offer, it will be construed that offer is valid for 60 (sixty) days from the Bid Closing date.

6.0 Bid Rejection Criteria : Bidder must submit an Authorization Letter from OEM M/s. Stultz-CHSPL (India) Pvt. Ltd., authorizing the bidder to quote against this tender as per Annexure-IV enclosed with this tender document. Otherwise the offer will be rejected.

7.0 Performance Security :

Successful bidder shall have to submit Performance Security for an amount equivalent to 10% of the value of the contract in the form of Bank Guarantee(BG) as per format enclosed. Validity of the BG shall be 90 days beyond the date of completion of the contract.

8.0 Payment Terms : AMC charges will be paid on quarterly basis, on completion of every three months of AMC period & on submission of undisputed invoices/bills.

9.0 Penalty Terms : Penalty of Rs. 500.00 per day shall be deducted if the reported problem (including replacement of damaged parts,if any) is not rectified within 24 hours of reporting the problem. However, total Penalty for a quarter shall not exceed 15% of total AMC charges for that quarter.

10.0 Bidders or their authorized representative will be allowed to be present at the time of opening of the Bids. However, a letter of authorization as per the sample authorization letter for bid opening attached as Annexure-V must be produced at the time of bid opening.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. A. Doley)
Dy. General Manager C&P)
For Executive Director(E&D)
For Chairman & Managing Director.

SCOPE OF WORK

SCOPE OF WORK FOR ANNUAL MAINTENANCE CONTRACT FOR 2 NOS OF PRECISION AIRCONDITIONER (MAKE : M/S Stulz-CHSPL (India) Pvt. Ltd)) INSTALLED AT THE SERVER ROOM (DATA CENTER) AT OIL's E&D DIRECTORATE OFFICE AT 5th FLOOR, NBCC CENTRE, OKHLA, PHASE-1, NEW DELHI - 110020.

INTRODUCTION :

Oil India Limited has a Data Center (Server Room) in E&D Directorate Office at 5th Floor, NBCC Center, Okhla, New Delhi-110020. This Data Center requires Cooling temperature maintained at around 17 degree celsius to 23 degree celsius. In order to maintain that temperature OIL(to be referred hereon also as "company") installed 2 Nos of Precision Air Conditioners (PAC) From Stulz along with other cooling systems.

OIL wants to enter into a comprehensive Annual Maintenance Contract (AMC) starting from 20th of December,2018 for the above 2 Precision Air Conditioners including but not limited to the Pipes and other items between IDU and ODU, wirings inside the units and also supply and installation of all the consumables that is required for keep the PACs working.

Details of Precision AC Units that are to be covered under the AMC are as under :

Precision AC 1 :

IDU Model : SEC 351A
IDU Type : IFD
IDU Serial No :3171000
IDU Equipment No : 10009768
ODU Model : HR 56
ODU Type : C3
ODU Serial No. : 3171000
ODU Equipment No. : 10009768

Precision AC 2 :

IDU Model : SEC 351A
IDU Type : IFD
IDU Serial No :3171001
IDU Equipment No : 10009769
ODU Model : HR 56
ODU Type : C3
ODU Serial No. : 3171001
ODU Equipment No. : 10009769

Scope of services covered under Annual Maintenance Contract :

1. AMC shall cover 2 Precision Air Conditioners(as mentioned Above) including but not limited to the Pipes, coils and other items between IDU and ODU, wirings inside the units and also supply and installation of all the consumables that is required for keeping the PACs working. AMC shall also cover major equipment such as Compressor, Controller, Switchgear Components in the unit, Fan-motors in IDU and ODU, valves, etc.
2. The contractor have to visit and check the machines QUARTERLY for carrying out servicing of the units. The contractor have to attend any other routine service, including preventive and remedial servicing.
3. Regular(at least quarterly) servicing that have to be done by the Contractor shall include (but not limited to) following:
 - a. To carry out cleaning up of units & air filters
 - b. To check the proper functioning of controllers
 - c. To check all electrical components for loose connections and tightening if necessary.
 - d. To Check temperature reading
 - e. Checking & Logging of AMPS (Motors)
 - f. Ensure drain is not clogged
 - g. Check unit for undue vibrations
4. All the breakdown calls must be attended by the contractor within 7 hours of reporting from OIL's side.
5. The Contractor have to repair parts found defective during the period of Service Contract and in case parts are found to be not repairable, will be replaced at no extra cost to OIL. Parts shall be replaced in all cases except the defect is due to physical damage, natural calamity, earthquake & accident etc.
6. Any consumable that is required to maintain the smooth operation of the PAC units (including but not limited to Refrigerant/Filters / Humidifier bottle /Actuator/Sheet Metal parts) must be refilled and installed by the contractor.
7. Damaged and Defective Parts, after suitable replacement have to be cleared by the contractor from the site. Safe disposal of such items will be contractor's responsibility. Also, waste/ used consumables, if any, pertaining to these 2 PAC units have to be cleared by the Contractor from the site.
8. Due to environmental reasons, air quality etc. if any damage(such as leakage due to corrosion in pipes) occurs in any of the units, pipes coils, etc., the same have to be rectified by the contractor.
9. The Contractor have to share Contact Details and Escalation Matrix for registering complaint in case of some defect identified during the period of the contract.

ANNEXURE-II

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- (a) "**Contract**" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**Contract Price**" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference;
- (d) "**Company**" or "**OIL**" means **M/s. Oil India Limited;**
- (e) "**Contractor**" means the successful bidder.
- (f) "**Contractor's Personnel**" means the personnel to be provided by the contractor to provide services as per the contract;
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.

1.2 DURATION OF CONTRACT: Duration of the Contract shall be from 20.12.2018 to 15.08.2021.

2.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor should perform the work described in the **Scope of Work in Annexure-I.**

3.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

Contractor warrants that it shall provide all manpower for the necessary execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

4.0 INDIRECT TAXES/GST :

4.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

- 4.2 The rates quoted by the bidders shall be exclusive of all taxes, duties and levies. Bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 4.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN) submission of general information

as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

4.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.

4.7 OTHER TAXES & LEVIES:

4.7.1 All taxes and statutory levies except GST for the services shall be to the Bidder's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

4.7.2 Seller/Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed. The Seller/Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower / sub-contractor or other contracts awarded to other parties.

4.8 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. However, any increase in any statutory levy after the completion date of the contract shall be to the contractor's account.

5.0 FORCE MAJEURE:

5.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 5.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 5.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.
- 5.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

6.0 TERMINATION:

6.1 This contract shall terminate: Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

- (a) For Force Majeure reasons as per clause 5.0 and its sub-clauses above.

OR

- (b) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

- (c) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

OR

- (d) In the event of liquidation / bankruptcy / insolvency of the Contractor.

7.0 APPLICABLE LAW:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Noida / New Delhi

8.0 CONTRACT PRICE: The Contract Price will be firm during performance of the Contract and is not subject to variation on any account.

9.0 PAYMENT TERM: Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period. Payment will be made within 30 days from date receipt of undisputed invoice.

10.0 AMC charges should include all the expenses of the contractor's personnel, i.e. to and fro fares, boarding/lodging, transportation, etc. All Service Tax, Personal Tax, Corporate Tax, etc. towards the services provided under the AMC shall be borne by the contractor and will be deducted at source.

(END OF ANNEXURE-II)

ANNEXURE-III

BIDDING FORMAT FOR RATES (SCHEDULE OF RATES)

Sl. No.	AMC Period	UoM	Quantity (A)	Unit Rate (B) (INR)	Total Amount C=(A+B) (INR)
1	AMC charges for 1st Year from 20.12.2018 to 19.12.2019 for 2 nos. of PAC unit	AU	1		
2	AMC charges for 2nd Year from 20.12.2019 to 19.12.2020	AU	1		
3	AMC charges for 3rd Year from 20.12.2020 to 15.08.2021	AU	1		
4	Total evaluated cost (1+2+3)				
5	GST in %				
6	Grand Total Cost for 3 years from 20.12.2018 to 15.08.2021 including GST (4+5)				

NOTES :

- 1.0 The quoted rates must be inclusive of all taxes, other fees, or any other applicable Govt. levies except GST which will be borne by OIL at applicable rate. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment. Bidders are also requested to refer the Indirect Taxes clause of the tender applicable during GST regime for compliance.
- 2.0 Payment will be made on Quarterly Basis on completion of every three months AMC Period. Payment will be made within 30 days from the date of receipt of undisputed invoice.
- 3.0 The bidders shall bear all to and fro fares, boarding / lodging and other expenses of their personnel(s), if required during AMC period.
- 4.0 The bidder shall bear all Income, Corporate Taxes etc. if applicable, towards the AMC and shall be deducted at source at the time of releasing the payment.

(END OF ANNEXURE-III)

Annexure-(V)

Authorisation letter to attend Tender Opening.

To

**Dy. General Manager(C & P)
OIL INDIA LIMITED
Plot No. 19, Sector 16A
Noida - 201301**

Dear Sir,

Sub : Your Tender No.....

For

Mr. /Mrs. has been authorised to be present at the time of opening of the above tender due on at New Delhi on my/our behalf.

Yours faithfully,

Name :
Designation:

ANNEXURE-IV

Sample Authorisation letter from OEM
(To be typed on the letterhead of the Issuing Company)

Ref. No. _____

Date _____

Dy. General Manager(C&P)
E&D Directorate
Oil India Limited,
New Delhi

Sir,

Sub: Authorisation Certificate

Ref: Your tender No. _____ Dated _____.

We hereby authorize M/s _____ to quote and supply of Items, for the above tender, on our behalf.

This certificate is valid up to _____ (18 months from the date of submission of offer).

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here)

END OF ANNEXURE-IV

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Ref. No

**Bank Guarantee No
Dated**

To
Oil India Ltd;
NBCC Centre,
New Delhi-110020.

Whereas (herein after called 'the Seller') has undertaken, in pursuance of Order No. dated.to supply(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall furnish

you a Bank guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the seller a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the

seller, up to a total of(amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Seller to be in

default under the contract and without cavil or argument and sum or sums within the limits

of.(Amount of Guarantee) as aforesaid, without your needing to

prove or to show grounds or reasons for your demand or the sum specified therein.

The Guarantee is valid until theday of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:
- 2. Email address of the bankers:
- 3. Mobile nos. of the contact persons:

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date

.....

Witness

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