



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Tender Sl No: _____

Issued By : _____
(Signature)

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati
Assam

Name : _____

Designation: _____

To, _____

TENDER NOTICE NO. : GCO 3370 L16 Date : 19-12-2016

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/
Firms for the under mentioned work:

Description of Work / Service.	Location	Contract Period	i) Bid Closing Date (BCD) / Opening date. ii) Earnest money deposit (EMD).
Hire the services of programmer cum data entry operator and additional support to Hardware and software system and facilitate for processing of payments under Accounts Section, PHQ, Guwahati, Assam.	Under Accounts Section, PHQ, Guwahati	24 months	i) If submitted at <u>Place</u> <u>BCD/Opening date</u> Guwahati : 06-01-2017, 13:30Hr Bid opening: 06-01-2017, 14:00Hr at Guwahati ii) EMD: 9,600.00 (Rupees Nine thousand Six Hundred only) iii) Tender Fee :: NIL

- a) Earnest money deposited /Not deposited vide Bank Guarantee / D. Draft/B.Cheque/Money Receipt No. _____ dated _____ of _____ (strike out which is not applicable).
- b) **Performance Security Deposit: NIL**
- c) Conditional/Non Conditional offer as per letter attached.

Bidders interested to provide the services and interested to participate in the above tender are requested to obtain the bid document available in the office of **Chief Manager (Contracts), PHQ, Guwahati** against payment of ~~Rs.500/- (Rupees Five Hundred only)~~ only by Demand Draft/Banker's Cheque/Pay in slip, favouring ~~OIL INDIA LIMITED~~, Payable at Guwahati issued by any Nationalised Bank from _____ (from 08.00 A.M. to 10.00 A.M.) during working days (excluding Sundays/Holidays). ~~NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.~~

Contractor

Company

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This bid document is not transferable and Bids will be available w.e.f 22-12-2016 to 05-01-2017 (during office hours 08 AM to 10 AM).

The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

- 2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the:

CHIEF MANAGER (CONTRACTS),
OIL INDIA LIMITED (A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati 781 171

All tenderers shall deposit the requisite EARNEST MONEY along with the Tender in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and payable at Guwahati. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. **Tenders received without Earnest Money in the manner specified above will be summarily rejected.** The bid is to be submitted in original.

- 3.0 Tenders will be received upto **01:30 PM (IST)** on the date as mentioned above and opened on the same day at **02:00 PM (IST)** at **CHIEF MANAGER(CONTRACTS), PHQ's** office before any attending tenderers. Tender box is placed at the office of **Chief Manager (Contracts)**. However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.
- 4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialled. However, white fluid shall not be used for making correction. Any bid not meeting this requirement will be rejected. In case of discrepancy the unit rate quoted in words shall be considerate to be correct.
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.
- 6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6(six) months.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 The tender must be valid for **90 (Ninety)** days from the date of opening of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

CHIEF MANAGER (CONTRACTS), PHQ
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati, Assam

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
 02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
 03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
 04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
 05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
 06. In case of Joint Stock Companies registered under the Indian Companies Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
 07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the

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name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 **PERFORMANCE SECURITY: (NOT APPLICABLE FOR THIS TENDER)**

13.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated total contract value as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of Demand Draft / Banker's Cheque/ Bank Guarantee issued by a Nationalized Bank. A copy of the Bank Guarantee format is enclosed as **Annexure –B. (PERFORMANCE SECURITY DEPOSIT IS NOT APPLICABLE FOR THIS TENDER)**

13.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

13.3 The performance security in the form of Bank Guarantee as specified above must be valid for **90 (Ninety)** days after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.

13.4 Failure of the successful Bidder to comply with the requirements of **clause 13.1 and /or 13.3** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

14.0 The amount of retention money shall be released after expiry of Contractor's performance obligation under this contract. **(NOT APPLICABLE FOR THIS TENDER)**

15.0 The work shall have to be started within **5 Days** from the date of issue of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 **DISCOUNTS / REBATES:**

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

- 1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

19.0 BACKING OUT BY BIDDER:

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

22.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 22.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will*
- 22.4 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all taxes/charges/expenses **except Service Tax**. (However taxes, duties, charges etc. considered should also be shown separately). In absence of these details the quoted price shall be considered as net price inclusive of all taxes, duties, charges/expenses for providing the services at the required place/location.

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- 22.5 Bidders are requested quote their rates in the Price Format enclosed as per SOQ. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

**CHIEF MANAGER (CONTRACTS)
FOR GROUP GENERAL MANAGER (PLS)**

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati, Assam
WORKS CONTRACT

GCO 3370 L17

DESCRIPTION OF WORK/SERVICE:

Hire the services of programmer cum data entry operator and additional support to Hardware and software system and facilitate for processing of payments under Accounts Section, PHQ, Guwahati, Assam.

GENERAL CONDITIONS OF CONTRACT (GCC):

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners/proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid hereinafter called ('Contractor') on the other part.

WITNESSETH :

1.
 - a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at **PLM Section, PHQ, Guwahati.**
 - b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
 - c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not are

Contractor

Company

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necessary for its completion in a specifically mentioned in this contract sound and workman like manner.

3. The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
- i) The Mines Act.
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1963.
 - v) The Payment of Bonus Act, 1965.

- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952. x) AGST Act.
- xi) Service Tax Act.
- xii) Factories Act

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
8. The Contractor must complete the work within **24 (Twenty Four) Months** of the written order to commence the work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost. The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.
10. The tendered all-inclusive Price **exclusive of Service Tax** (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract. On account payment may be made. Final

Contractor

Company

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payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.
17. The Contractor shall deploy local persons in all works.
18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per **Factories Act** (Latest editions).
20. **SPECIAL CONDITIONS:**
 - a) Contractor shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated total contract value as Performance Security Deposit. The Performance Security Deposit may be in the form of Demand Draft / Banker's Cheque/ Bank Guarantee issued by a Nationalized Bank. **(NOT APPLICABLE FOR THIS TENDER)**
 - b) The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. **(NOT APPLICABLE FOR THIS TENDER)**

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- c) The performance security in the form of Bank Guarantee as specified above must be valid for 3 months after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry. **(NOT APPLICABLE FOR THIS TENDER)**
 - d) The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department. **(NOT APPLICABLE FOR THIS TENDER)**
 - f) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
 - g) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

21. **ARBITRATION:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: **GUWAHTI, PHQ.**

22. **FORCE MAJUERE:**

- 22.1 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.
- 22.2 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.
- 22.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with

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prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. SET OFF CLAUSE:-

"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)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ **0.5%** of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of **7.5%** of contract value .

28.0 TERMINATION:

28.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, there of.

28.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 11.0 above.

28.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to

terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

28.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

28.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

28.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

28.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

28.8 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

28.9 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

28.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

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IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND ON
BEHALF OF CONTRACTOR

(Signature of Contractor or his legal Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date : _____

(Signature of Acceptor)

Designation _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam
WORKS CONTRACT

Tender No. **GCO 3370 L17**

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No	Description of Work	Unit	Qty	Rate per Unit (`)	Total Amount (`)
10	Services of Computer Programmer	MON	24		
Grand Total (Rs.)					

Rupees _____) only.

Note :- Bidders must include all liabilities including statutory liabilities **but excluding Service Tax** in their quoted rates. Service Tax, if applicable shall be to the Company's account. However, Service tax portion payable directly by the service provider (if applicable) shall be reimbursed to the contractor on the basis of documentary evidence.

Contractor

Company

=====

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

WORKS CONTRACT

Tender No. **GCO 3370 L17**

Special Conditions of the Contract (SCC)

NIL

=====

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments (SCPME)

Tender No. **GCO 3370 L17**

NIL

=====

To
CHIEF MANAGER (CONTRACTS), PHQ
Oil India Limited
GUWAHTI, PHQ

SUB: SAFETY MEASURES

Tender No. Tender No. GCO 3370 L17

Description of work/service: **Hire the services of programmer cum data entry operator and additional support to Hardware and software system and facilitate for processing of payments under Accounts Section, PHQ, Guwahati, Assam.**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

=====

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR FOR & ON BEHALF OF

PROFORMA-IBID FORM

To
M/s. Oil India Limited,
Guwahati, Assam, India

Sub: TENDER NO. GCO 3370 L17

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 2.5% of the total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period **of 90 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-IISTATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

- 1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE:

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

Contractor

Company

ANNEXURE-A**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

TO
OIL INDIA LIMITED
GUWAHATI, KAMRUP
ASSAM

WHEREAS _____ (Name and address of Bidder) (hereinafter called "Bidder") desires to participate against your Tender No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Tender").

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee as security for compliance with bidder's obligations in accordance with the terms and conditions of the Tender.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies as desired by you and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 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 Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Tender or the work to be performed there under or of any of the terms of the Tender which may be additionally made by you shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (**calculated at 1 month after Bid Validity date**).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

ANNEXURE-BSTANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
OIL INDIA LIMITED
GUWAHATI, KAMRUP
ASSAM

ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE

AS PER STAMP DUTY ACT

This deed of guarantee made between (**Full address of the issuing Bank**) having the head office at (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./Agreement No. (hereinafter referred to as the said “Agreement”) for (brief description of the nature of the contract) for the period from to with M/s. (**Contractor**) (Full address of the contractor) having its Regional Headquarters at (hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of Rs. (Rupees) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

Contractor

Company

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.
6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.
7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. (Rupees) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this _____ day of _____ 20_____

Place: (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

Contractor

Company

ANNEXURE - C**FORMAT FOR UNDERTAKING (HARD COPY TO BE SUBMITTED ALONG WITH BID SECURITY)****Tender No. GCO 3370 L17**

(On Non-Judicial Stamp Paper of Rs. 100/-)

TO BE NOTARISED

To
CHIEF MANAGER (CONTRACTS)
OIL INDIA LIMITED
PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF**Tender No. GCO 3370 L17**

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **GCO 3370 L17** for “**Hire the services of programmer cum data entry operator and additional support to Hardware and software system and facilitate for processing of payments under Accounts Section, PHQ, Guwahati, Assam**”.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

Contractor**Company**

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I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

Authorized Signatory with Seal

(Bidder)

Place :

Date :

=====

ANNEXURE - D**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

**(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS'
FIRM ON THEIR LETTER HEAD)**

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to(as the case may be) are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:**Date:****Seal:****Membership Code & Registration No. :****Signature**

Contractor

Company

PROFORMA-V**DETAILS OF BIDDER****(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

a.	<u>Name of the Bidder / Firm:</u>				
b.	Registered postal address with PIN code:				
c.	Telephone No:				
d.	Mobile No:				
e.	E-mail ID:				
f.	Fax No:				
g.	Contact Person:				
h.	Contact person's contact No:				
i.	PAN No:				
j.	Bidder's Bank details:		Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:		
k.	EMD / Bid Security Details:				
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:				
	Validity of BG: (If EMD submitted vide BG)				
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)				
l.	VAT Regn. No.				

Contractor

Company

m.	Service Tax Regn. No. (If not available then to be submitted on issuance of LOA)	
n.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
o.	Vendor code with OIL (if available)	

Signature: _____

Name in Block letters _____

For M/S. _____