

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602  
**CONTRACTS DEPARTMENT**  
Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)

**Date: 22.03.2019**

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in the business of exploration, production & transportation of crude oil and natural gas as well as production of LPG, invites **Local Competitive Bids (in physical form)** under **Limited Composite Bidding System** from experienced and established Civil Engineering firms/ contractors meeting the requisite criteria for the mentioned work.

<b>Tender No.</b>	<b>Description of work</b>	<b>Bid Security</b>	<b>Location</b>	<b>Period of Contract</b>
<b>DCC0895L19</b>	<b>Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.</b>	<b>Nil</b>	<b>Loc. AMG-1, Mourabazar, Amguri in Sivasagar District, Assam</b>	<b>16 weeks</b>

2. The above tender is only issued to the 23 shortlisted parties mentioned in Clause No. 2.0 of "Covering Letter" of the tender.

3. **The tender document is available in OIL's website [www.oil-india.com](http://www.oil-india.com).**

4. The bidders are required to download the tender document from OIL's website ([www.oil-india.com](http://www.oil-india.com)) and submit the bids manually as per the instructions given in the tender document. Bidders should note that the tender document should be downloaded well in advance for timely submission of the bids. OIL will not be responsible for any delay in this regard.

5. Sealed envelopes containing the bids to be submitted against the tender shall be marked at the top with the above Tender No. and Description of Work and to be dropped in the Tender Box placed at the Office of **CGM-Contracts, Oil India Limited, Duliajan, or can be sent by post addressed to CGM-Contracts, Oil India Limited, P.O. Duliajan, PIN: 786602, Dist. Dibrugarh, Assam.**

6. Bids will be received upto **01:30 PM (IST)** on **18.04.2019** at the office of **CGM-Contracts, OIL, Duliajan** and will be opened on the same day at **02:00 PM (IST)**.

7. However, if the above mentioned closing/opening day of the tender happens to be non-working day due to Bandh/Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturday.

8. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website only. Prospective bidders are requested to regularly visit the website to keep themselves updated.

9. In case of any query, contact 0374-280-8671/8672.

**GM-CONTRACTS (CIVIL)**  
**For CGM - CONTRACTS**  
**For RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
**Contracts Department, Duliajan**  
**Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)**

**SEALED BIDS** are invited from experienced and established Civil Engineering firms/ contractors meeting the requisite criteria under **Limited Composite Bidding System** for the following mentioned work.

**DESCRIPTION OF WORK/ SERVICE:** Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.

**LOCATION OF WORK:** Loc. AMG-1, Mourabazar, Amguri in Sivasagar District

**CONTRACT PERIOD:** 16 weeks.

**BID CLOSING/OPENING DATE & TIME:** 18.04.2019 (01:30 PM/ 02:00 PM)

**BID SECURITY DEPOSIT:** NIL

**PERFORMANCE SECURITY DEPOSIT:** NIL

2.0 The tender is issued to the following limited bidders only:

- 1) M/s Mon Enterprise, Morabazar, Amguri, Sivasagar
- 2) M/s Munin Phukan, Joya Nagar, Sivasagar
- 3) M/s Uttam Kr. Gogoi, Phukan Nagar, Sivasagar
- 4) M/s Prithivi Associates, Station Road, Amguri Town
- 5) M/s Tapan Kr. Gogoi, Morabazar, Sivasagar
- 6) M/s Astha Enterprise, Morabazar, Sivasagar
- 7) M/s Distri Enterprise, Morabazar, Amguri, Sivasagar
- 8) M/s Abhijit Phukan, Morabazar, Amguri, Sivasagar
- 9) M/s Jibon Dayani Enterprise, Morabazar, Amguri, Sivasagar
- 10) M/s Mrigen Gogoi, Amguri Town, Sivasagar
- 11) M/s Raffiquiddin Ahmed, Morabazar, Amguri, Sivasagar
- 12) M/s Monuj Mahanta, Karuna Gaon, Namati Chariali, Sivasagar
- 13) M/s P M Marketing, Amguri, Sivasagar
- 14) M/s Nilachal Enterprise, Morabazar Chari Ali, P.O Morabazar
- 15) M/s Rubul Kr. Phukan, Morabazar, Amguri, Sivasagar
- 16) M/s Syed Rakibullah Ali, Morabazar, Amguri, Sivasagar
- 17) M/s Arup Phukan, Chataichiga, Sivasagar
- 18) M/s Manash Phukan, Khonakhokora, Sivasagar
- 19) M/s Sadhanidar Enterprise, Khonakhokora, Sivasagar
- 20) M/s Preetam Phukan, Gaurisagar, Sivasagar
- 21) M/s Manuj Baruah, Bharalua, Sivasagar
- 22) M/s B P Enterprise, Khonakhokora, Sivasagar
- 23) M/s M D Enterprise, Khonakhokora, Sivasagar

3.0 The bidders are required to download the tender document from OIL's website ([www.oil-india.com](http://www.oil-india.com)) and will have to submit their bids (in physical form) as per tender criteria in **SEALED ENVELOPES** marked at the top with the above **Tender No. and Description of Work** and to be dropped in the Tender Box placed at the Office of CGM-Contracts, OIL, Duliajan or can be sent by post addressed to

**CGM-CONTRACTS  
OIL INDIA LIMITED  
CONTRACTS DEPARTMENT  
DULIAJAN, PIN: 786602  
DIBRUGARH, ASSAM**

Bidders should note that Company will not be responsible for any postal delay or non-receipt.

- 4.0 If more than one bid is received from any bidder, Company reserves the right to reject all such bids or may consider only one bid which is received and opened first by Company. In case Company decides to consider the bid received and opened first, the remaining bids submitted by the bidder will be rejected.
- 5.0 Bids will be received upto **01:30 PM** (IST) on **18.04.2019** and opened on the same day at **02:00 PM** (IST) at the **Office of CGM-Contracts, OIL, Duliajan.**
- 6.0 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.
- 7.0 Bid received in an open manner without superscription and name/ address of the bidder on the sealed envelope, may be rejected at the sole discretion of the Company.
- 8.0 Before submission of bids, the bidder is advised to inspect the work site with permission from GM-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.
- 9.0 The Company reserves the right of rejecting or accepting any or all bids without assigning any reason.
- 10.0 All other techno-commercial documents other than price details to be submitted with un-priced bid as per tender requirement.
- 11.0 (a) No bidder must withdraw the bid after its public opening. Action will be taken as per Company's Banning Policy-2017 in case of any such withdrawal.
- (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.
- 12.0 (a) The Bid must be valid for 90 (Ninety) days from the date of opening of the tender.  
(b) In case of extension of Bid Opening Date, Bid validity must be extended suitably by the bidder, as and when advised by OIL.  
(c) The bidders must submit the Integrity Pact, duly signed by the authorized signatory (who is authorized to sign the bid) and submitted along with the Techno-Commercial Bid.
- 13.0 Conditional bids are liable for rejection at the sole discretion of the Company.
- 14.0 Debarred contractors are not eligible for bidding during the time of debarment.
- 15.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and copies of the same should be submitted along with the Techno-Commercial bid.
- a) In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and phone numbers of the owner and copies of GST Registration Certificate.
- b) In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and phone numbers of the owners in general and Karta in particular and copies of GST Registration Certificate.
- c) In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mails and phone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.

- d) In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mails and phone 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 GST Registration Certificate.
- e) In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 of GST Registration Certificate.
- f) In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 GST Registration Certificate.
- g) In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the 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 GST Registration Certificate.

16.0 Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

17.0 Bidders are requested to examine all instructions, forms, terms and specifications in the tender. Failure to furnish all information required as per the tender or submission of offers not substantially responsive to the tender in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

18.0 Before Bidding:

- Bidder(s) are advised to inspect the work site with permission from GM-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

19.0 The tender is invited under **LIMITED SINGLE STAGE - COMPOSITE BID SYSTEM**. The bidders shall submit the "TECHNICAL BIDS" and "PRICED BID" as per the terms & conditions of the tender in Single Sealed Envelope marked with Tender No. and Description of Work within the Bid Closing Date and Time stipulated in the Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all other technical documents related to the tender. Bidders must note that no price details should be mentioned in "Technical Bid". **Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.**

20.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. OIL's Standard Form of Contract.

21.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

22.0 After signing the contract, the contractor shall have to report to GM-Civil or his authorised officials and shall be required to obtain the Labour clearance from the competent authority within seven days of issuance of LOI/LOA.

23.0 Retention Money @ 7.5 % will be deducted from each running bill of the contractor. The amount of retention money shall be released after 6 (six) months from the date of completion certified by the concerned department.

24.0 The work shall have to be started within seven days from the date of issue work order.

25.0 Time Schedule: The time allowed for completing the work will be reckoned from the date of issue of work order. Time shall be regarded as the essence of the Contract and the failure on the part of Contractor to complete the work within the stipulated time, shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the contract.

26.0 The Contractor will be required to allow OIL officials to inspect the works and documents in respect of the workers' payment.

27.0 **The Integrity Pact is applicable against this tender:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed with the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the techno-commercial bid) duly signed by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.

**Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com), Shri Satyananda Mishra, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India, e-Mail id: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com) and Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC e-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com) have been appointed as Independent External Monitors.

28.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the Bidder shall be dealt as per OIL's banning policy dated 6<sup>th</sup> Jan 2017 available at OIL's website.

29.0 **BACKING OUT BIDDER AFTER ISSUE OF LOI/LOA:** In case LOI/LOA issued is not accepted by the L1 bidder, bidder shall be dealt as per OIL's banning policy dated 6<sup>th</sup> Jan 2017 available at OIL's website.

**30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the bidder shall be dealt as per OIL's banning policy dated 6<sup>th</sup> Jan 2017 available at OIL's website. **Annexure-III must be duly filled in bidder's letter head and to be submitted along with the techno-commercial bid.**

31.0 **ERRING/ DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

32.0 **Bidder(s) must also furnish the followings:**

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE (if available) :
- h) GST Registration Number (If available):

33.0 **The tender will be governed by :**

- a) Covering Letter
- b) Instruction to Bidders (ITB)
- c) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
- d) Part - I - General Conditions for Works Contract. (GCC)
- e) Part - II - Schedule of Work, Unit and Quantity (SOQ)
- f) Part - III - Special Conditions of Contract (SCC)
- g) Part - IV - Schedule of Company's Plants, Materials and Equipment
- h) Part - V- Safety Measures
- i) Part - VI - Integrity Pact
- j) Price Bidding Format
- k) Annexures

**GM-CONTRACTS (CIVIL)**  
**For CGM - CONTRACTS**  
**For RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH, ASSAM, PIN-786602**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS:**

**2.1** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) Covering Letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): Part-I
- e) Schedule of Work, Unit, Quantities (SOQ): Part- II
- f) Special Conditions of Contract (SCC): Part-III
- g) Schedule of Company's Plants, Materials and Equipment (SCPME): Part-IV
- h) Safety Measures (SM): Part-V
- i) Integrity Pact: Part-VI
- j) Price Bidding Format
- k) Annexures

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document is issued.

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be uploaded in OIL's website [www.oil-india.com](http://www.oil-india.com). The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time OIL's website for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

**5.0 PREPARATION OF BIDS**

**5.1** LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Documentary evidence established in accordance with BEC / BRC part.
- (iii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iv) Statement of Non-Compliance (if any).
- (v) Any other document as per tender requirement. Hard copy of the same, if called for in the tender, should be sent along with the bid to reach on or before **01:30 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Integrity Pact

**Note: Please note that no price details should be mentioned in UN-PRICED TECHNO-COMMERCIAL BID.**

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates/ prices in the "PRICE BIDDING FORMAT" attached along with the tender document. The bidder must quote their price as per the attached "PRICE BIDDING FORMAT". Any other format will not be considered for evaluation.

Bidder must include all liabilities including statutory liabilities except PF and GST in their quoted rates against each item of SOQ and indicate the applicable GST percentage separately in the "PRICE BIDDING FORMAT". The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for **90 (Ninety) days** from the actual date of bid closing. **Annexure-IV must be duly filled and submitted along with technical bid.**

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

The original and all copies of the bid shall be typed or written in indelible inks and shall be duly signed by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** The tender is processed under Single-Stage Composite Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexures (wherever applicable) and copies of documents manually in SEALED ENVELOPES within the Bid Closing Date & Time stipulated in the tender. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule.

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** E-mail/ Fax /Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**8.6** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids should be submitted manually up to **01:30 p.m. (IST) (Server Time) on the Bid Closing date** as mentioned in the "Covering Letter". No changes would be allowed to make in the bids by the participating bidders once the bids are opened. The documents in physical form must be received by Company at the address specified in the "Covering Letter". Timely delivery of the same at the address mentioned in the Covering Letter is the responsibility of the Bidders.

**10.0 LATE BIDS:**

Bidders are advised in their own interest to ensure that their bids are submitted manually before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** No changes/modifications or withdrawal would be allowed by OIL once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to debarment of the bidder from participation in future tenders, at the sole discretion of the company.

**12.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

**13.0 BID OPENING AND EVALUATION:**

**13.1** Both the Technical bid and Price Bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in **Annexure V**) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened. OIL shall examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its



discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**13.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**13.8** The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**14.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**14.3** 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.

**14.4** 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**14.5** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**14.6** 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 discounts/ rebates, the contract shall be awarded after taking into account such discounts/ rebates.

**14.7** Conditional bids are liable to be rejected at the discretion of the Company.

#### **15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

**15.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **16.0 AWARD CRITERIA:**

OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**18.0 NOTIFICATION OF AWARD:**

Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of agreement.

**19.3** The 7.5% of retention money will be refunded to the contractor after **6 months** of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and the Company may take action against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)****(A). BID EVALUATION CRITERIA (BEC):**

**1.0** The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to **BEC** must be submitted along with the Techno-Commercial Bid.

**2.1** Interested bidders shall have to submit the following documents to qualify for the tender:

**2.1.1**

- a. One successfully completed similar work of minimum value of **₹ 29,73,000.00 (Rupees Twenty Nine Lakh Seventy Three Thousand only)** under tender with CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking during the last seven (07) years **reckoned from the original bid closing date**.
- b. For proof of requisite experience of **SIMILAR work**, Job Completion Certificate clearly mentioning Gross value of job done, Nature of works, Contracts period/ Contract Start and Completion date issued by CPWD, Railways, APWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking must be submitted along with the bid.
- c. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

**2.1.2**

- a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **₹ 17,84,000.00 (Rupees Seventeen Lakh Eighty Four Thousand only)**.
- b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that “the balance sheet / Financial Statements” for the financial year .....(as the case may be) has actually not been audited so far.

**Note:** For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-II**.
- OR**
- ii) Audited Balance Sheet along with Profit & Loss account.

Note: In case the bidder is Central Govt. organization/ PSU/ State Govt. organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.

**2.1.3** Bids must be valid for minimum **90 (Ninety) days** from the date of Bid closing. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **90 (Ninety) days**.

Note: In case of extension of Bid Opening Date, Bid validity should be extended suitably by the bidder, as and when advised by OIL.

**2.1.4** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. All the pages of the Integrity Pact has to be signed by the bidder and to be submitted along with the Un-priced Techno-Commercial Bid.

**2.1.5** The bidders must submit documentary evidence for BEC clause numbers 2.1.1 and 2.1.2. All the documents should be legible.

**2.1.6** In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

**2.1.7** Commercial Bids shall be evaluated and compared on the basis of total value of the contract as per the Price bid Format and the lowest evaluated by the bidder shall be awarded with the contract.

### **3.0 Notes to Clause no. 2.1.1 above:**

(a) **“Similar work”** mentioned in Paragraph 2.1.1 above means the following:

**Definition of similar work: Construction of road/ Construction of building/ Earth work/ Construction of drilling location/ Construction of bridge.**

(b) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

**4.0 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price of all items of SOQ and GST as per the Price Bid Format.**

### **(B). BID REJECTION CRITERIA (BRC):**

1. Bids shall be submitted under Limited Single Stage Composite system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted rate against each item and the overall quoted price against the tender.
2. Bid Documents are not transferable.
3. Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

4. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached along with the tender document; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement.
5. Bidders must accept and comply with the following provisions as given in the tender document. Deviations to such provisions shall make the bid liable for rejection.
  - a. Firm price
  - b. Scope of work
  - c. Specifications
  - d. Price schedule
  - e. Delivery / completion schedule
  - f. Period of validity of bid
  - g. Liquidated Damages
  - h. Guarantee of material / work
  - i. Arbitration / Resolution of Dispute
  - j. Force Majeure
  - k. Applicable Laws
  - l. Integrity Pact

**(C). GENERAL:**

- i. Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract, besides taking action as per OIL's Banning Policy dated 6<sup>th</sup> January 2017, available in the OIL's website.
- ii. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- iii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- iv. If any of the clauses in the BRC contradicts with other clauses of Bidding document elsewhere, the clauses in the BRC shall prevail.
- v. Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- vi. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
Duliajan, District: Dibrugarh  
ASSAM, PIN: 786602

**Works Contract**

**DESCRIPTION OF WORK/SERVICES: Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, 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 location **AMG-1, Mourabazar, Amguri in Sivasagar District, Assam.**

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

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to Head (Civil) used against this contract from the authorities prior to processing of final payment. In absence of cash memos, the final bill shall not be processed.

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 up to 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/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel 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 Schedule of Rate (which is based on prevailing Schedule of Rates (SOR) of Mizoram PWD) 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. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the prevailing Schedule of Rates (SOR) of Assam PWD/ CPWD. In case of positive variation in quantity of any items for the quantity mentioned in the schedule of work during the actual execution of work, the contractor will have to carry out the positive varied quantity at the contract rate, or internally estimated rate (which is based on prevailing Schedule of Rates (SOR) of Assam PWD/ CPWD/OIL SOR), whichever is lower.

**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 up to 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 *ex parte* 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 there under.
- 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. Goods and Service Tax (GST) Law,

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 **16 (sixteen)** weeks of the written order to commence 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 percent) 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 GM-Civil'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 even taking shape or form at any place of the Company's works or and its neighbourhood.

**10.** The tendered all-inclusive Price (i.e. the Contract price) is ₹ \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)**  
(₹ \_\_\_\_\_ 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, not oftener than monthly, up to the amount of 92.5% of the value of work done. Final 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 Thekadars 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 the Oil Mines Regulations 2017. 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, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

**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 Mines Act (Latest editions).

**20. SPECIAL CONDITIONS:**

a) The amount of retention money shall be released after 6(six) months from the actual date completion of the work.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) 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 P.F. Contribution on wage component.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also, necessary arrangement for the same has to be arranged by the contractor at his cost.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor or his authorised representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) The Contractor must complete all statutory formalities within 7(seven) days of issuance of LOI.
- n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- o) The Contractor shall be in a position to execute 2(two) locations simultaneously.
- p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- q) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- r) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- s) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- t) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.
- u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.
- v) The Contract cost is excluding P.F. & GST. Wage component of the Contract cost is **38.02%.**

**21. SPECIAL INSTRUCTION**

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

**22. GOODS AND SERVICES TAX (GST) CLAUSES****22.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

**22.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

**22.3** “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

**22.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

**22.5 Where OIL is entitled to avail the input tax credit of GST:**

OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier/service provider with requisite details.

**22.6 Where OIL is not entitled to avail/take the full input tax credit of GST:**

OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST**.

**22.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

**22.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**22.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

- 22.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** 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.
- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 22.17** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**22.18 Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

**22.19 ANTI-PROFITEERING CLAUSE:**

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**22.20** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

**23. SETTLEMENT OF DISPUTES AND ARBITRATION:****23.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**23.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 23.1 & 23.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**24. FORCE MAJEURE:**

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

**25. 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.

- 26.** 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.

**27. SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including retention money) 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)."

**28. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the party shall be debarred as per the OIL's Banning Policy dated 6<sup>th</sup> Jan 2017 available at OIL's website.

- 29. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:** 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.

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

-----  
(Signature of Contractor or his legal Attorney)

-----  
(Full name of signatory)

-----  
(Seal of Contractor's firm)

-----  
(Signature of witness)

-----  
(Full name of Signatory)

Address:

-----  
-----  
-----  
(Signature of Acceptor)

Designation: -----



OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Duliajan, Assam  
**WORKS CONTRACT**

Item No.	Description of Services	UOM	Estimated Quantity
10	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m. All kinds of soil	M2	7300.00
20	Demolishing cement concrete manually / by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in - charge. 1:3:6 or richer mix	M3	126.00
30	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	14371.00
40	Hire charges of Pump set of capacity 4000 litres/hour.	DAY	90.00
50	Excavation for roadway in ordinary rock with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, transporting to embankment site within all lifts and lead upto 1000 m, trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections. (Ref. to MoRTH Spec.301)	M3	2700.00

**Note:**

- a) Bidders shall have to quote for all the items in the "PRICE BIDDING FORMAT" and compute the overall quoted price exclusive of GST.
- b) Bidder must include all liabilities including statutory liabilities in their quoted rates (excluding PF and GST).
- c) Bidder also must indicate the applicable GST percentage separately in the "PRICE BIDDING FORMAT" and compute the overall quoted price inclusive of the GST as indicated.
- d) In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- e) Commercial Bids shall be evaluated and compared on the basis of total value of the contract as per the Price bid Format and the lowest evaluated by the bidder shall be awarded with the contract.

**OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
DULIAJAN (ASSAM)  
WORKS CONTRACT**

**PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:**

**DESCRIPTION OF WORK/SERVICES:** Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.

**1.0 SCOPE OF WORK:**

- a) Existing hard standing including concrete should be excavated upto the required depth and remove from site as per instruction of engineering in-charge.
- b) Filling borrow pits with transported earth from any sources including purchasing of earth, paying royalty, cess, taxes etc.

**2.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:**

- a) The Contractor shall use pump if needed for de-watering for excavation job for which no extra payment will be made.
- b) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- c) Efficient workmen to be engaged by the Contractor.
- d) The Contractor's representative should report to Engineer-in charge on all working days at 7.30AM for day to day instruction.
- e) Materials if rejected should be removed from site within 48 (forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- f) The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- g) Water that may accumulate on the site during progress of the works or in trenches or at any excavated place of working site have to be evacuated from site by the contractor to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- h) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- i) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act. (Latest edition) while executing the work.
- j) No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- k) The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- l) Signatory of the contract agreement must attend at site of work at least once in a week along with the Engineer-in charge for necessary instruction / advice.
- m) Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-Charge.
- n) Quantity of cement and bitumen used will be calculated as per consumption CPWD standard.
- o) The contractor should submit the work program in form of a bar chart within 3 days of receipt of work order

- p) The security of materials issued to the contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.
- q) All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate from competent authority for steel supply by the contractor will have to be produced by contractor as required by the Engineer-in-Charge.
- r) The contractor has to work during Rainy seasons also.

**3.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a Contractor 1 Company SCC safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
9. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
10. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

11. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
12. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
14. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
15. To arrange daily tool box meeting and regular site safety meetings and maintain records.
16. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
17. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
18. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
19. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
20. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
21. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
22. The contractor should prevent the frequent change of his contractual employees as far as practicable.
23. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

**4.0** The Contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the bidder, the bidder must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the bidder.

**5.0** The bidder must provide the following minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required.

**LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:**

- Two (02) nos. of Excavator.
- Two (02) nos. of Dumper and Two (02) Nos of Truck.
- Sump Pump for de-watering.
- Vibratory Roller.

**6.0** A Hindrance Register (format enclosed as **Annexure VI**) shall be maintained in the enclosed Format to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

**7.0** Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6<sup>th</sup> Jan 2017 available at OIL's website.

**8.0** Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/ Retention money.

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts, Duliajan

**WORKS CONTRACT**

Schedule of Company's Plants, Materials and Equipment

- A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and
- B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENT for use in the execution of work.

1) **MATERIALS:** Nil

2) **PLANTS AND EQUIPMENT:** Nil

**NOTE:** All materials & equipment required shall be supplied by the Contractor at his own cost and risk.

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE: Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, 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 authorized 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, 2017 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.
- g) We shall abide by the HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

M/s\_\_\_\_\_

CONTRACTOR

**INTEGRITY PACT**

Between

**Oil India Limited (OIL)** hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for "**Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.**" The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:-

- I. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- II. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- III. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.


**Section 2 - Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- II. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- III. The Bidder/Contractor will not commit any offence under the relevant anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business

Contractor

1

  
Company



relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

#### **Section 3 - Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage



or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating  
Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 - External Independent Monitor/Monitors  
(three in number depending on the size of the contract)  
(to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



For the Principal

-----  
for the Bidder/Contractor

Place: Duliagan.

Witness 1: .....

Date: 22/03/19

Witness 2: .....

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam						
DESCRIPTION OF WORK/SERVICE: Restoration Works for abandoned location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.						
PRICE BIDDING FORMAT : TENDER NO. DCC0895L19						
NAME OF BIDDER						
Bidder's GSTIN No.						
SAC Code						
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding PF & GST (in figures)	Rate (₹) to be quoted excluding PF & GST (in words)	Amount (₹) excluding PF & GST (in figures)
			A	B	C	D = A * B
10	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.All kinds of soil	M2	7300.00			
20	Demolishing cement concrete manually / by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in - charge.1:3:6 or richer mix.	M3	126.00			
30	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	14371.00			
40	Hire charges of Pump set of capacity 4000 litres/hour.	DAY	90.00			
50	Excavation for roadway in ordinary rock with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, transporting to embankment site within all lifts and lead upto 1000 m, trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections. (Ref. to MoRTH Spec.301)	M3	2700.00			
Total (₹) (exclusive of GST) in figures						
Total (₹) (exclusive of GST) in words						
Applicable GST Rate in %						
Total (Rs.) (inclusive of GST) in figures						
Total (₹) (inclusive of GST) in words						
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except PF & GST (IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective place in the Price Bid.						
2. In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.						
3. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)						
4. Refer to GCC for details of GST.						
5. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.						
6. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & 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/ Contracts will be binding on the bidder.						
7. Input Tax Credit on GST (Goods & Service Tax) for this service is <b>NOT</b> available to OIL & the bids will be evaluated based on total price including GST.						
8. Bidders are required to quote for <u>all the items</u> as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway.						
Signature of authorized person of bidder						
Date: _____/_____/_____			Place: _____ Seal of bidder/firm			



**(To be typed on the letter head of the bidder)**

**To  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

Dear Sirs,

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO. DCC0895L19**

(To be submitted by the Bidders who are not covered under EPF&MP Act, 1952)

This is in connection with the Bid submitted by .....(Name of the Bidder) against Tender .....for .....(subject of the Tender). As per the conditions stipulated in Clause no.....(Name of the Provision/Covering Letter etc.), we/I ,being authorized on behalf of .....(Name of the Contractor) hereby confirm and undertake as follows;

- That our Firm/Company shall be responsible to comply with all the applicable labour laws in respect of the present Contract.
- That we are fully conversant with the applicable laws and confirm that our Firm/Company is not covered under the Employees Provident Funds and Misc. Provisions Act, 1952 and applicable Rules there under, and therefore I we have not obtained any registration or Provident Fund Code under the Act.
- That if, during the period of the present Contract, we/our Firm /Company comes within the coverage of the aforesaid Acts or any other statutes; we shall comply with the same and submit the necessary documents to OIL. We further confirm that we will indemnify OIL towards any future statutory compliances/claims raised from any corner including statutory authorities against the Labour engaged by our Firm/Company in the Contract.
- That in the event of any contravention towards the applicable laws found on our part in respect of the present Contract, we undertake to indemnify OIL and deposit the claims, if any.
- That we shall fulfill all the obligations arising from under the labour laws in force from time to time and keep OIL indemnified against any loss/liability arising out of failure of our avoiding the laws.

We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender including but not limited to termination of contract and debarment from future business with OIL.

I/We declare that the information given above is true and any misstatement or 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,

**1. Authorized Signatory \_\_\_\_\_  
(BIDDER)**

**Place:-**

**Date:-**

**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 upto  
.....(as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership No. :

Registration Code. :

Signature

**Format of undertaking by Bidders towards submission of authentic  
information/documents**

**(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.DCC0895L19**      **Dated \_\_\_\_\_**

To,  
CGM - Contracts  
Contracts Deptt,  
OIL, Duliajan

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (**Name of the firm** \_\_\_\_\_)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**(To be typed on the letter head of the bidder and submit  
with unpriced technical documents of the bid)**

**BID FORM**

To,  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: IFB No. DCC0895L19**

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.

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:**



**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**CGM – CONTRACTS**  
OIL INDIA LIMITED  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. DCC0895L19**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) as authorized to represent us during bid opening on our behalf with  
you against IFB Invitation No. **DCC0895L19** for **“Restoration Works for abandoned  
location at Amguri # 1 in Mourabazar, Amguri, Sivasagar District, Assam.”**

We confirm that we shall be bound by all and whatsoever our said representative  
shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

ANNEXURE VI - FORMAT FOR HINDRANCE REGISTER

Description of Project : Contract No. & Date :

Contractor's Name : Scheduled Completion Date :

Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		