

## CORRIGENDUM-2

This Corrigendum No. 2 dated 12.04.2025 to GeM Bid No. GEM/2025/B/6071331 for “**Hiring of Services for 2 Nos. of brand new 15 kVA (Acoustic) DED Generating sets at Jorajan Magazine House for Four (04) Years with 24 Hrs. electrical power supply (One Genset for Running and Other for standby)**” is issued to notify the following:

(1) “Similar Work” Definition of the BEC-BRC of the tender has been revised as shown below:

<b>Clause</b>	<b>Earlier</b>	<b>Revised</b>
<b>Notes to BEC Clause No. 1.1.1 (A)</b>	" <b>SIMILAR WORK</b> " means “ <i>Renting out new generating sets (of capacity 15 kVA or above) on hired basis for deployment at remote interior location along with supply of operation and maintenance personnel</i> ”	" <b>SIMILAR WORK</b> " means “ <i>Renting out new generating sets (of capacity 15 kVA or above) on hired basis, along with the necessary manpower for operation and maintenance of the genset</i> ”

(2) An additional clause (Clause No. 1.1.4) has been included in the BEC-BRC of the tender as below:

*“The bidder must submit an undertaking confirming their commitment to operate and maintain the 15 kVA genset at the Jorajan Magazine House. (The bidder may visit the site before submitting the undertaking.) Failure to submit this undertaking will result in the rejection of the bid.”*

(3) Additional Clauses (1.19, 1.20, 1.21 & 1.22) have been included in the SCC of the tender as below:

**1.19** Power and Control Cables: The length of the power and control cables up to the Oil India distribution panel is approximately 10 meters. It will be the contractor's responsibility to supply and connect these cables.

**1.20** Civil Foundation: Civil foundation is already in place to accommodate the genset.

**1.21** Exhaust Height Modification: Exhaust height modification is not required, provided the exhaust conforms to the standard design provided by the genset manufacturer.

**1.22** Tools Required for Maintenance: It is the contractor’s responsibility to provide and maintain all tools required for the maintenance of the genset.

(4) The revised BEC-BRC (PQC) and SCC (Section-II of STC) have been attached.

The amendment mentioned herein shall prevail over the contradictory clauses in the NIT. All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

Sd/-  
**MANAGER – CONTRACTS (S)**

**PRE QUALIFICATION CRITERIA (PQC)**

**BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)**

**BID EVALUATION CRITERIA (BEC):**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and 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 requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 TECHNICAL EVALUATION CRITERIA:**

**1.1.1** Bidder must have successfully completed/executed at least one **SIMILAR WORK** of value not less than **Rs. 9,31,600.00 (Rupees Nine Lakh Thirty-One Thousand Six Hundred)** over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization / Public Limited Company.

**Notes to BEC Clause No. 1.1.1:**

- A.** " **SIMILAR WORK** " mentioned in Clause No. 1.1.1 means "***Renting out new generating sets (of capacity 15 kVA or above) on hired basis, along with the necessary manpower for operation and maintenance of the genset***".
- B.** For proof of requisite Experience (refer Clause No. 1.1.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:
- (i)** Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order (WO) showing detailed scope of work in line with Clause 1.1.1 above,  
AND
- (ii)** Job Completion Certificate showing:
- (a) Gross value of job/quantity done  
(b) Nature of job done and Work order no. / Contract no.  
(c) Contract period and date of completion

OR

SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

- (a) Work order no. / Contract no.  
(b) Gross value of jobs/quantities done  
(c) Period of Service  
(d) Nature of Service

- C.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- D.** In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date.
- E.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/quantity/period, as stipulated under Clause No. 1.1.1 will only be treated as acceptable experience.
- F.** Following work experience will also be taken into consideration:
- (a)** If the prospective bidder is executing '**SIMILAR WORK**' which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
- (b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (c)** If the prospective bidder has executed a contract in which '**SIMILAR WORK**' is a component of the contract.
- In case the documents submitted as per **Para B** above, are not sufficient to establish the volume/value/quantity/period of the '**SIMILAR WORK**' against **Para F (a), (b) & (c)** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of '**SIMILAR WORK**' which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).
- G.** Experience of executing '**SIMILAR WORK**' through 'sub-contracting' shall not be considered for evaluation.
- H.** '**SIMILAR WORK**' executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- I.** Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.
- 1.1.2** Bidder must submit an **undertaking** that in case of award of contract, manpower will be deployed as per terms and conditions of the contract agreement and a detailed list of manpower along with documentary evidence in support of experiences (at least one year), qualification (for supervisor - minimum ITI pass out), supervisory license, Electrical/wireman license as per statutory requirement.
- 1.1.3** Bidder must submit an **undertaking** that:

It has a base office at Duliajan/the vicinity of Duliajan required for operation and maintenance of the DG sets and for correspondence and communication with OIL.

OR

In case of award of contract, a base office will be set up at Duliajan/ the vicinity of Duliajan for operation and maintenance of the DG sets and for correspondence and communication with OIL..

[Herein, the 'vicinity of Duliajan' means radial distance of max 10 KM from OIL's Industrial Area, Duliajan].

**1.1.4** The bidder must submit an **undertaking** confirming their commitment to operate and maintain the 15 kVA genset at the Jorajan Magazine House. (The bidder may visit the site before submitting the undertaking.) Failure to submit this undertaking will result in the rejection of the bid.

**1.2 FINANCIAL EVALUATION CRITERIA:**

**1.2.1** Annual Financial Turnover of the bidder in any of preceding 03 (three) financial years, reckoned from the original bid closing date should be **Rs. 5,59,000.00 (Rupees Five Lakh Fifty-Nine Thousand)** only.

**NOTE:** Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

**1.2.2 Net worth** of the bidder must be Positive for the financial/accounting year preceding the original Bid Closing date.

**NOTE:** The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

**Notes to BEC Clause No. 1.2:**

**A.** For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical 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 **PROFORMA - X**.

OR

- (ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

**Note:** Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- B.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.
- C.** In case the bidder is a 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 to provide documentary evidences for the same.
- D.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

## **2.0 COMMERCIAL EVALUATION CRITERIA:**

- 2.1** The bids are to be submitted in **Single-Stage Composite Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price. The Unpriced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document.
- 2.2** The bidder must enter an all-inclusive price (including GST) against the **“OFFER PRICE”** field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under “Financial Documents” on GeM portal.

- 2.3** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 2.4** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount and validity of bid security should be as specified in the Forwarding Letter/Introduction of the bid document. Any bid not accompanied by a proper bid security (wherever applicable) will be rejected.
- 2.5** Bids received through the GeM Portal shall only be accepted. Bids received in any other form shall not be accepted
- 2.6** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.7** Bids shall be typed or written in indelible ink.
- 2.8** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.10** Bid received with validity of offer less than **90 (Ninety) days** from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.
- 2.11** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) EMD/ Bid Bond
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws
  - (xiv) Specifications
  - (xv) Mobilization Period
  - (xvi) Integrity Pact

**2.12** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI/Proforma-XIII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**2.13** Bidder must submit the duly filled **Technical Evaluation checklist** (PROFORMA-XV), **Commercial Checklist** (PROFORMA-XVI), **Proformas** and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

**2.14** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (**Appendix-I & II**) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

### **3.0 PRICE EVALUATION CRITERIA:**

**3.1** Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

**3.2** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

**3.3** Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.

**3.4** Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".

- 3.5** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.6** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST / UTGST or IGST) mentioned in the “OFFER PRICE” field of GeM portal.
- 3.7** Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to the L-1 bidder only.
- 3.8** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made in accordance with GeM GTC.
- 3.9** For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.
- 3.10** If a bidder quotes NIL total charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.11** 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.
- 3.12** 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.
- 3.13** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 3.14** In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**4.0 GENERAL:**

- 4.1** 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 BEC-BRC.

- 4.2** 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 or before the deadline given by the company, failing which the offer will be 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.
- 4.3** If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
- 4.4** Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 4.5** 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.
- 4.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**5.0 PURCHASE PREFERENCE TO MSE BIDDERS:**

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- 5.1 Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

**Note:** In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

**6.0 PURCHASE PREFERENCE POLICY (PPP-MII) (Not applicable for this tender):**

~~Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017 FP PNG Part (4) (E 41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to~~

~~check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.~~

**7.0 CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES (not applicable for this tender):**

~~The service is non splitable i.e., single contract shall be awarded for the entire scope of work under this tender, subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021 PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. Bidders are advised to refer to the said Order for further detail.~~

**8.0 DOCUMENT AUTHENTICITY UNDERTAKING:**

Bidders should note that the Company (OIL) 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, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-VIII.**

**9.0 LAND BORDER SHARING:** Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II** and **Exhibit-III** along with the technical bid.

**10.0 AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

**A. L-1 bidder is a MSE bidder:** In case if the L1 bidder is a MSE bidder, the contract shall be awarded to the L1 MSE bidder.

**B. L-1 Bidder is other than MSE:** In case, the L1 bidder is non-MSE, then preference shall be given to the eligible MSE bidder with the lowest quoted "Offer Price" (as reflected in GeM) among all MSE bidders whose Offer Price falls within the price band of L1+15%. If such MSE bidder agrees to match their price with that of the L1 bidder, then the contract shall be awarded to them, else preference shall be given to the next eligible MSE bidder within price band of L1+15% and so on. If none of the MSE bidder falling within the price band of L1+15% agrees to match with that of L1 price then the contract shall be awarded to the L1 bidder.

**11.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**\*\*\*\*\* End of PQC \*\*\*\*\***

## **SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

**The Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

### **1.0 SCOPE OF WORK:**

- 1.1** Scope of work includes supply, Installation, operation and maintenance of 2(two) Nos. of brand new 15 KVA acoustic DG sets to be deployed at Jorajan Magazine House to be operated round the clock for a period of 4 Years. The DG sets shall be finally de-installed and removed from the site at the end of the contract period.
- 1.2** The jobs/requirements are detailed under Clause No. 2 below.
- 1.3** The above jobs of day-to-day operation and maintenance should be done by competent persons from the contractor's end.
- 1.4** The contractor shall carry out the jobs as per requirement of HoD – Field Engineering or his representative.
- 1.5** While quoting, the contractor must take into consideration all statutory laws for minimum wages, taxes, duties, insurance, Provident Fund, bonus, compensation etc. as per State / Central Government laws applicable from time to time.
- 1.6** The personnel engaged for the job should be provided proper training pertaining to safety including first aid, electrical shock treatment and relevant IS / NEC codes. The responsibility of providing such training to the personnel shall lie on the contractor.
- 1.7** The onus of providing accommodation, medical facilities, transportation, food etc. to personnel shall lie on the contractor. One no. of 2-seater bare-Room for operators shall be available at site, provided by OIL.
- 1.8** The contractor shall supply HSD, Lube Oil, consumables, maintenance spares for day-to-day operation of the Genset.
- 1.9** It shall be the responsibility of the contractor to ensure that the competent personnel engaged for the job shall be provided with protective equipment such as protective clothing, safety boots, safety helmet, hand gloves, ear caps etc. which they shall put on while on duty as per job assigned to them.
- 1.10** In the event of equipment damaged or becomes non-operational; the same should be immediately replaced by the contractor.
- 1.11** There must be a code of conduct (good behavior, punctual etc.) for working personnel of the contractor.
- 1.12** The contractor must ensure that all related personnel shall be available on duty, at any point of time, as per the terms of the contract, while carrying out the jobs assigned to them. The contractor shall not engage minor laborer (below 18 years of age) under any circumstances.
- 1.13** In case, the contractor fails to deploy personnel for the jobs as per requirements stated in the contractual clauses and in the event of non-compliance of the contractor's personnel to carry out jobs as specified in the terms of the contract, "Liquidated Damages" has to be

paid by the contractor at the rate of 1.5 times the normal rate charged for the said services.

- 1.14** It shall be mandatory for the contractor to maintain the following updated documents:
- i) Attendance registers of personnel (WITH CONTACT NUMBER).
  - ii) Job Activities registers.
  - iii) Tools and Tackles register.
  - iv) First Aid Box.
- 1.15** The installation and commissioning of the DG Sets shall have to be supervised by a person having valid electrical supervisor certificate of competency (covering relevant portions). Installation & Commissioning shall be recorded in a proper register with the details of the competent person.
- 1.16** Any repair/ modification/ alternation in the DG sets must be under explicit supervision of person having valid electrical supervisory certificate of competency. These repair/ modification shall be recorded in a proper register.
- 1.17** The contractor must ensure that each of the DG sets shall have two separate and distinct connections to the earth grid.
- Design of earth pits and earthing grid sizing etc. shall be as per the latest version of IS 3043:2018.
- The procurement and installation of the earth electrodes and earth strips shall be on the scope of the contractor.
- The earth resistance of the earth pits shall be measured at the time of commissioning and the following information shall be marked on the covers of earth pit.
- i) Earth pit identification No./Tag
  - ii) Date of Measurement
  - iii) Earth resistance values (Individual and Combined)
  - iv) Next due date
- The periodicity for the measurement of earth resistance shall be once in six months. This measurement shall be recorded in a proper register.
- 1.18** Insulating mats conforming to the relevant standards and of appropriate voltage level shall be provided around the DG Sets by the contractor.
- 1.19** Power and Control Cables: The length of the power and control cables up to the Oil India distribution panel is approximately 10 meters. It will be the contractor's responsibility to supply and connect these cables.
- 1.20** Civil Foundation: Civil foundation is already in place to accommodate the genset.
- 1.21** Exhaust Height Modification: Exhaust height modification is not required, provided the exhaust conforms to the standard design provided by the genset manufacturer.
- 1.22** Tools Required for Maintenance: It is the contractor's responsibility to provide and maintain all tools required for the maintenance of the genset.

## **2.0 JOB/SERVICE REQUIREMENT.:**

- 2.1** At the time of placement of the DG Sets, invoice and other documents of procurement (in original) of the same should be submitted. The details of manufacturer's technical specification of the DG Sets should be submitted along with other papers.
- 2.2** Vintage: The date of invoice of DG set must not be prior to the date of issuance of the LOA against this requirement.
- 2.3** The persons engaged for the job must be conversant with the safety aspects of carrying out the job assigned to them. List of persons with their identities to be engaged shall be submitted at the time of placement of the DG sets.
- 2.4** During duty hours persons engaged for the job shall not leave the worksite (competent reliever to be arranged if so).
- 2.5** All the jobs assigned on day-to-day basis are to be carried out as per the instruction of CGM-FE or his representative.
- 2.6** In case of breakdown of the DG Set, the contractor should replace the DG set immediately to continue the operation.
- 2.7** It shall be the responsibility of the contractor to ensure that the assigned jobs are carried out properly and on time and are properly recorded on daily basis and feedback is given to the OIL's representative on completion of each job.
- 2.8** For carrying out day-to-day activities, the contractor shall have sufficient vehicles including pick-up vehicle with qualified drivers for movement of men and materials to the locations where DG Sets would be deployed at any time.
- 2.9** The bidder should provide the service of 2 nos. of brand new 15 KVA Diesel Engine Driven acoustic Generating Sets, (1 No. for running & the other for Standby) for 24 hours uninterrupted rated power supply at Jorajan Magazine House.
- 2.10** The output of the DG Sets at site conditions should be 415 V AC 3 Phase, 50Hertz rated for prime duty. The acoustic DG Sets should comply with the CPCB IV Norms or its latest variant for emission and noise level.

## **3.0 CONDITION OF WORKS:**

- 3.1** At the time of DG set operation and maintenance, contractor's authorized representative should be present at the site and should supervise the use of all safety appliances and safety procedures of operation and maintenance.
- 3.2** No responsibility of contractor's materials and equipment will be borne by the Company.
- 3.3** All safety regulations will have to be followed by the contractor while executing the job and to supply safety appliances to the laborers engaged for the job.
- 3.4** The Company will not provide any accommodation, electricity and drinking water to the contractor's personnel. The contractor must have his own arrangements for accommodation, electricity and drinking water while working in the place of deployment of the DG set. One no. of 2-seater bare-Room for operators shall be available at site, provided by OIL.

- 3.5** The contractor must be ready to work on Sunday and Holidays whenever required.
- 3.6** The contractor must have capability to carry out the jobs under adverse conditions / situations, if any, arises during execution of the job.
- 3.7** The contractor must have capability to carry out the jobs under adverse conditions / situations, if any, arises during execution of the job.

**4.0 THE RESPONSIBILITY OF THE CONTRACTOR:**

- 4.1** The Contractor will be solely held responsible for any incident or accident (like fire, electric shock leading to loss of life and property) in the premises where repair /maintenance/ jobs are taken up by the Contractor. In those circumstances, the Contractor will have to bear all the necessary compensations towards loss of life and property. Hence, special care should be taken by the contractor to carry out the jobs in a safe manner with best standard compliance of rules, regulations, and acts to avoid any accidents / incidents.
- 4.2** Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work accident to any of the Contractor's employed persons. The contractor should arrange for general accident insurance of his personnel.

**5.0 MOBILIZATION:**

- 5.1 Mobilization Period:** Thirty (30) days from the date of issuance of mobilization notice by Field Engineering Dept., OIL, FHQ Duliajan.
- 5.2** Mobilization will be considered successful only after completion of the following activities:
- i)** Initial Medical Examination (IME) of contractor's employees.
  - ii)** Issuance of OIL's industrial area/field installations Gate Pass for contractor's employees.
  - iii)** Contractor must submit the technical datasheet and invoice of the generating set to be deployed under this contract.
  - iv)** Contractor must complete the installation of the generating sets.
  - v)** Contractor must arrange the competent manpower for operating the generating sets, HSD, Lube Oil, consumables, maintenance spares for day-to-day operation of the Generating set.
  - vi)** Obtaining Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC), (if applicable).

**6.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION:**

- 6.1** In the event of the Contractor's default in timely mobilization within the stipulated period as mentioned in Clause No. 5.1 above, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
- 6.2** If the contractor fails to mobilize within 15 days after the stipulated period of 30 days as

mentioned in the Clause No. 5.1 above, then the company reserves the right to cancel the contract without any compensation whatsoever and to forfeit the security deposit.

**7.0 DURATION OF CONTRACT: Four (04) years** from the date of commencement of operation i.e. after completion of mobilization.

**8.0 PERFORMANCE SECURITY:** 3% of the total contract value.

**9.0 LOCATION OF WORK:** Jorajan Magazine House of Geophysics Department, OIL FHQ, Duliajan.

**10.0 INTEGRITY PACT:** Applicable.

**11.0 FORCE MAJEURE:** In the event of Force Majeure, no 'force majeure' rate shall apply.

**12.0 SUB-CONTRACTING:** Sub-contracting for petty support service is not allowed under this contract.

**13.0 PENALTY TERMS:**

**Default in power supply as per demand of the company:**

Uninterrupted power supply is the essence of this contract. The generating sets must operate at their rated capacity for 24 hours continuously. In case the contractor fails to supply the rated power at any time for any reason, liquidated damages will be charged on a pro-rata basis for the shutdown period as detailed below:

- i) Up to 4 Hours Shutdown:** Liquidated damages for a shutdown of up to 4 hours will be charged on a pro-rata basis of the fixed charge.
- ii) Beyond 4 Hours Shutdown:** Any continuous shutdown of the generating set exceeding 4 hours and up to 24 hours will be considered a full-day shutdown, and penalty equivalent to one full day rate will be charged on a pro-rata basis of the monthly fixed charge.

The same procedure will be repeated for calculating the penalty for further continuous shutdown.

**Note:** The engineer in-charge will certify the actual shut down period for necessary deduction from the contractor's monthly bill.

**14.0 PAYMENT TERMS:**

**14.1** Contractor The total estimated Contract Price as indicated in Schedule of work, quantities & rates is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates.

**14.2 Fixed charges per month:** The fixed charge includes capital cost, all applicable taxes, fees, insurance premium, AGST, emoluments of contractor's personnel on the basis of minimum wages for skilled labors / operators including those of the relievers against off, leaves, rest etc., which the contractor will have to engage and provide for performing the works under this contract.

**14.3 Operating charge per hour:** Operating charge includes cost for operating the generating

set on hourly basis. The rates mentioned above shall be fixed and firm for the entire tenure of the agreement period and shall be binding on both the parties.

The reimbursement for any increase of fuel price after awarding the contract will be guided as under:

- i) The variation in the offered operating rate will apply if the fuel (diesel) price increases by more than 5% (five percent) compared to the diesel price on the bid opening date. Given that the diesel consumption of a standard 15 kVA DED Generating Set operating at full load is 4 litres/hour, the variation in the operating rate will be calculated as follows:  
**Variation in Operating Rate per Hour = (Diesel Price on the 1st Day of the Billing Month - Diesel Price on the Bid Opening Date) × 4**
- ii) No lube oil escalation will be payable.
- iii) The payment will be made monthly on the issuance of a certificate signed by the Executive In-Charge stating the number of hours used/ worked by the generating set on each day of the month.

**14.4** Payment will be made on monthly basis, up to 100% 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 authorised representative before any such final payment is made.

**14.5** All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>  
All Invoices are to be addressed to,

HoD-Field Engineering,  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**15.0** **HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:** Contractor shall abide by the following HSE (Health, Safety & Environmental) Points:

**A. General/ Common:**

**15.1** The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil 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 of all HSE laws by the sub-contractors. It will be 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 representative of OIL.

**15.2** Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

**15.3** 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.

- 15.4** The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
- 15.5** The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 15.6** 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.
- 15.7** Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In-Charge (OIL).
- 15.8** Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 15.9** In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 15.10** Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 15.11** The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 15.12** After receipt of the LOA the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In-charge.
- 15.13** The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- 15.14** The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In-Charge found any

person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

- 15.15** OIL will communicate all information to the Contractor or his authorized representative only.
- 15.16** The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 15.17** 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.
- 15.18** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
- 15.19** The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 15.20** Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 15.21** Barricading of area to be done with reflecting tapes as applicable during work.
- 15.22** The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 15.23** Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- 15.24** The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 15.25** In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, 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 as per the terms of the Contract.
- 15.26** 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.
- 15.27** Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

## **16.0 GOODS AND SERVICES TAX:**

**16.1** 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.

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

**16.2** "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.

**16.3** 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. However, GST rate (including cess) to be provided in the respective places in the Price Bid .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 filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

**16.4** Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

**16.5** Where the 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 filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**16.6** Where the 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 subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

**16.7** 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.

- 16.8** Contractor/Contractor 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 / Contractor 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.
- 16.9** 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/Contractor, OIL shall withhold the payment of GST.
- 16.10** 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/Contractor but will be directly deposited to the government by OIL.
- 16.11** 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.
- 16.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor 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.
- 16.13** TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 16.14** 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.
- 16.15** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 16.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 16.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

- 16.18** 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.
- 16.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 16.20** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 16.21** 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 shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 16.22** 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.
- 16.23** 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.
- 16.24** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 16.25** 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.
- 16.26** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 16.27** OIL will prefer to deal with registered supplier of goods/services 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.
- 16.28** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 16.29** Documentation requirement for GST

The Contractor 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;

<b>OIL'S GSTIN DETAILS</b>	
<b>GSTIN</b>	18AAACO2352C1ZW
<b>Legal Name</b>	OIL INDIA LTD
<b>Trade Name, if any</b>	OIL INDIA LIMITED

- 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
- 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.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

### **16.30** Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

**16.31** In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**17.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM:**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- 17.1** MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 17.2** MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 17.3** OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

**(i)** Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

**(ii)** Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

- 18.0 NOTICES:** Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company:**

**i) For contractual matters**

CGM-Contracts (HoD)  
OIL INDIA LIMITED  
PO DULIAJAN – 786602  
ASSAM, INDIA  
Phone No. 91-374-2808650  
Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)

**ii) For technical matters**

CGM – Field Engg (HoD)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602,  
ASSAM, INDIA  
Phone No. 91-374-2808320  
Email: [fieldengineering@oilindia.in](mailto:fieldengineering@oilindia.in)

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**\*\*\*\*\*End of STC\*\*\*\*\***