



OIL INDIA LIMITED
(A Govt. of India Enterprise)
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CORRIGENDUM NO. 1 DATED 24.11.2021

to

BID NO. GEM/2021/B/1638045

for

Hiring of services for very small aperture terminal (VSAT) Connectivity on rental mode for remote sites of OIL for a period of 03 (three) years.

This Corrigendum is issued to notify the following changes:

The following clauses under **PQC, BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)** and **Special Terms & Conditions (STC), SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)** has been amended as follows:

1.0 PQC, BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC):

1.1 Technical Criteria. Clause No. 1.1.3:

Quote:

“1.1.3 The VSAT bandwidth has to be provided by a Principal Service Provider (OEM) who has valid VSAT license granted by Government of India. VSAT license should be valid for a minimum period of 03 (three) years from the day of bid closing date. Relevant documentary evidence must be submitted in Technical attachment Tab.”

:Unquote

The above mentioned clause is modified as below:

1.1 Technical Criteria. Clause No. 1.1.3:

Quote:

“1.1.3 The VSAT bandwidth has to be provided by a Principal Service Provider (OEM) who has valid VSAT license granted by Government of India. VSAT license should be valid for a minimum period of 03 (three) years from the day of original bid closing date. Relevant documentary evidence must be submitted in Technical attachment Tab. However, if the validity of VSAT license is not sufficient i.e. less than 03 (three) years from the day of original bid closing date, the bidder(s) shall submit a copy of the license along with an undertaking stating that, on award of contract to them the VSAT license granted by Government of India will be suitably renewed to comply with the tender terms & conditions.”

:Unquote

2.0 Special Terms & Conditions (STC), SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC):

Revised SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) has been uploaded as replacement of existing.

All others terms and conditions of the Bid Document remain unchanged.

Mishra
24/11/2021
DGM-CONTRACTS (TS & S) / GM-CONTRACTS (HOD) *(officiating)*

In view of amendments in **PQC, BID EVALUATION CRITERIA (BEC) - BID REJECTION CRITERIA (BRC)**, 1.1 Technical Criteria. Clause No. 1.1.3 and **Special Terms & Conditions (STC), SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)** it is proposed issue **Corrigendum No. 1**.

Your concurrence to the above is therefore requested, please.

Damas
24.11.2021
SR. OFFICER- CONTRACTS (S)

SPECIAL TERMS & CONDITIONS (STC)

SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (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.

A. SCOPE OF WORK:

Oil India Limited intends to avail very small aperture terminal (VSAT) Network Connectivity at various field locations of OIL for facilitating data connectivity at those sites on rental model for a period of 03 (three) years.

The scope of work would include the followings:

- i.** Supply of all items required for establishing VSAT network connectivity of the initial 12 (twelve) remote sites with OIL's network.
- ii.** Each site has to be equipped with a router (CISCO-1941 or equivalent model) having 1 WAN Port and 4 LAN Ports to facilitate LAN, VoIP box etc. within the site.
- iii.** Supply of Pool Bandwidth of 2 Mbps (1:1) in extended C Band.
- iv.** There should be no site-wise bandwidth restriction within the availed pool bandwidth.
- v.** Supply of 5 Mbps (1:1) lease line of from Service Provider's VSAT Hub to OIL's Field Headquarters at Duliajan as VSAT backhaul link.
- vi.** The Service Provider must ensure 99.5% uptime availability of all the remote VSAT sites from OIL's Network and vice versa. The Service Provider shall be penalized for any downtime in excess of 0.5% as per the penalty clause mentioned in this document. Applicable service availability parameters would be governed by the details highlighted on the penalty clauses.
- vii.** OIL may avail extension of remote VSAT sites (Upto a maximum of additional 8 Nos.), increase in pool bandwidth (to a maximum of additional 3 Mbps in slot of 1 Mbps) as and when required. The additional service has to be provided within 30 (thirty) days from the date of intimation by OIL. The optional VSAT sites may be required at any location in India.
- viii.** The bidder has to deliver 7 VSAT sets at OIL's Jodhpur office, 5 VSAT sets at OIL's Duliajan office. The 7 VSAT sets to be delivered at Jodhpur are to be installed in OIL's field locations in Rajasthan. The 5 VSAT sets to be delivered at Duliajan are to be installed in OIL's field locations anywhere in the North Eastern area of India.
- ix.** Bidder has to install and dismantle VSAT Network Site as per requirement of OIL within the scope of the contract. The said activity has to be completed within 5 days from the date of intimation by OIL. The bidder has to arrange for all kind of expenditure pertaining to installation and dismantling of sites along with all expenses related to the activity including but not limited to transportation, manpower, permit, etc.
- x.** The bidder has to provide necessary equipment (e.g. UPS, surge protector etc.) to safeguard from power surge / lightening etc. The bidder has to facilitate UPS

power backup for at least 2 hours to protect from power failure at each site.

Well site Electrical Power Supply is available at following Voltage levels:

- a. 3 Ph, 415 V, 50 HZ AC (Without Neutral)
- b. 230V, 50 HZ AC (ph-ph- Without Neutral).

However, beyond notified Hazardous Area, 230 V, 50 HZ AC (ph-N) is available at limited Areas.

Power Supply to the Electrical Equipment is fed from Power Control Room or from other suitable sources like Junction Box, TB etc. depending on the location and Power requirement of the equipment.

Design, supply, and commissioning of the Earthing system are in the scope of Bidder. The Bidder must design the earthing system required for the Equipment. Also, Design, supply and commissioning of the Isolation Transformer (if required) should be as per requirement of the Equipment and the same is to be carried out by the Bidder.

- xi.** The bidder will be responsible for maintenance of the entire setup. It is bidder's responsibility to repair / replace all equipment, spares, batteries or component to ensure desired uptime of the VSAT network as per scope of the contract at no additional cost to OIL.
- xii.** The bidder must complete the commissioning of VSAT network as per OIL's requirement within **60 (sixty)** days from date of issue of mobilization notice by IT department. Bidder's personnel must be present onsite at Duliajan, Assam and at Jodhpur Rajasthan during installation & commissioning. Service period of the contract will start from the date of successful commissioning of all the sites. In case any of the 12 locations is not ready for installation, the bidder has to test and demonstrate connectivity to OIL's network through the delivered site equipment at OIL's respective offices. On successful completion of such testing those sites would be deemed commissioned. OIL shall formally communicate the contract start date upon completion of installation and commissioning of VSAT links.
- xiii.** For access to OIL's installations for maintenance of the link, the bidder has to inform and obtain necessary permissions from OIL's IT Department in advance.
- xiv.** The bidder will be responsible for maintenance of the backhaul link from Service Provider's Hub to OIL's Field Headquarters in Duliajan. The bidder has to terminate the link in Administrative Building North Block, 2nd Floor, Duliajan. All necessary permissions for trenching, laying of cable etc. to OIL's IT department, R&D Building, Duliajan have to be obtained by the Service Provider.
- xv.** The bidder shall provide bandwidth utilization monitoring facility, link status monitoring and logging facilities to OIL after successful commissioning of the service. The bidder has to provide a quarterly service report along with the quarterly invoice with the following details:
 - a. The details of downtime if any
 - b. Site wise bandwidth utilization
 - c. Pool bandwidth utilization
 - d. Backhaul link bandwidth utilization
 - e. Backhaul link latency from hub to IT data Centre Duliajan

- xvi.** The bidder has to provide escalation / support matrix including 24 X 7 help desk telephone no, email address.
- xvii.** The bidder must station one resident engineer (RE) at OIL's Jodhpur office in Rajasthan. The following would be the broad responsibilities of the stationed RE for all activities pertaining to sites at Rajasthan.
- a.** The RE would be the single point of contact for all VSAT-related operational issues
 - b.** The RE would arrange for installation / dismantling of VSAT sites as per requirement of OIL.
 - c.** The RE would monitor site wise VSAT link health including backhaul link and provide a report every day.
 - d.** The RE would ensure uptime of all VSAT locations. The RE would arrange to resolve all technical issues hindering VSAT services. OIL would not incur any cost for restoration of the said service.
- xviii.** The bidder also has to dedicate one single point of contact for all activities related to this project. His contact details including name, email and mobile no are to be shared with OIL. He will be accountable for addressing all day to day and operational activities related to the VSAT Network Connectivity as per scope.
- B.** The bidder must submit the filled in sealed and signed Non-Disclosure Agreement (NDA).
- C. PENALTY & DEDUCTION TERMS:**
- i.** Downtime calculation shall be made based on the reports produced by the link status monitoring and logging facility and reports available from NMS tool being used by OIL.
 - ii.** Service charges for the purpose of penalty calculation would be sum of the below mentioned items:
 - a.** Rent of VSAT Network Equipment for field location.
 - b.** VSAT Bandwidth Hub charges (Pool Bandwidth).
 - c.** Backhaul Charges (Leased Line from VSAT Hub to DJN).
 - iii.** Service charges on pro-rata basis will be deducted for entire VSAT service outage (downtime) during a quarter.
 - iv.** The bidder must ensure 99.5% uptime of all VSAT locations connected to OIL's Network. The bidder shall be penalized for any downtime of the entire VSAT service more than 0.5% allowable downtime from the quarterly charged invoice against the service charges as per below mentioned details:

Sl. No	Service outage between in Hrs.	Downtime in day
a.	0-12 Hrs	0.5 Day
b.	12-24 Hrs.	1.0 Day
c.	24-36 Hrs.	1.5 Days
d.	36-48 Hrs.	2.0 Days
e.	And so on.....	

Per day cost would be calculated on pro-rata basis from the quarterly service cost. This deduction will be over and above the deductions mentioned in clause 3 of Penalty above.

- v. The above deduction and penalty clauses (3 and 4) are applicable for entire VSAT service outage effecting all the active VSAT locations. In case of any downtime affecting any individual VSAT location(s), proportional service charges and penalty would be levied depending on the number of sites affected.
- vi. In case the bidder is not able to deliver optional service(s) within 30 days from the date of intimation from OIL, a flat amount of Rs. 2000/- per day in excess of 30 days would be deducted from the quarterly bill.
- vii. In case the bidder is not able to install/dismantle existing VSAT sites within 5 days from the date of intimation from OIL, a flat amount of Rs. 2000/- per day in excess of 5 days would be deducted from the quarterly bill.
- viii. **Penalty and Service charge deduction calculation would be as under:**

Sl. No.	Penalty and Service charge	
1.	Deduction in Service Charge (Rental for equipment, hub bandwidth charges and backhaul bandwidth charges) for non-availability of VSAT services affecting all locations would be made on actuals (Day wise).	
2.	Penalty would comprise of:	
	a.	Day wise penalty for service unavailability beyond allowable 0.5% of downtime.
	b.	Delay in mobilizing optional services.
	c.	Delay in installation and dismantling of VSAT sites.

However, the total penalty in a quarter arising out of (2a + 2b + 2c) as above would not exceed 15% of quarterly bill.

- ix. In case certain individual VSAT locations are only affected, then deduction of service charges and levy of penalty would be calculated for the affected locations on proportionate basis.

D. INSTALLATION AND COMMISSIONING:

- i. Installation and commissioning to be completed within **60 (sixty) days** from date of issue of mobilization notice by IT department.
- ii. Applicable Liquidated Damages (LD) to be levied for delay in providing service beyond **60 (sixty) days** from date of issue of mobilization notice by IT department.

E. LOCATION OF JOB: Duliajan / Mizoram / Rajasthan / Rest of India.

F. MOBILIZATION PERIOD: **60 (sixty) days** from date of issue of mobilization notice by IT department.

Mobilization shall be completed only after completion of the following activities:

- Submission of installation plan.
- Delivery of items at locations
- Installation (wherever required)
- Testing of links/equipment from Site
- Delivery of Backhaul link at Duliajan

G. DURATION OF CONTRACT: 03 (three) years from the commencement of the Operation i.e. after completion of mobilization.

H. PERFORMANCE SECURITY: 3.0 % of annualized contract value. Validity of the performance security / contract performance guarantee shall be valid for **03 (three) months** beyond the contract period.

I. HEALTH SAFETY & ENVIRONMENT POLICY (HSE): Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions. Contractor shall abide by the HSE (Health, Safety & Environmental) POINTS, as listed below:

- i.** 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 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 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.
- ii.** The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
- iii.** 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.
- iv.** Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- v.** 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.
- vi.** 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.

- vii.** 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.
- viii.** The Fitness of the persons deployed is to be ensured by the contractor.
- ix.** Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- x.** 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).
- xi.** 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.
- xii.** In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- xiii.** 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.
- xiv.** 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.
- xv.** After receipt of the work order 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.

- xvi.** The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- xvii.** OIL will communicate all information to the Contractor or his authorized representative only.
- xviii.** The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- xix.** 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.
- xx.** 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.
- xxi.** Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- xxii.** 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.
- xxiii.** The Contractor should prevent the frequent change of his deployed employees as far as practicable.
- xxiv.** 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).
- xxv.** Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- xxvi.** Barricading of area to be done with reflecting tapes as applicable during work.
- xxvii.** 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.
- xxviii.** The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- xxix.** 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.

xxxx. 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.

xxxix. 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.

xxxixii. 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.

xxxixiii. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

xxxixiv. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

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

K. SUB-CONTRACTING: Sub-contracting of Petty Support Services against this contract is not applicable.

L. TIMELY MOBILIZATION AND LIQUIDATED DAMAGES: In the event of the Contractor's default in timely mobilization within the stipulated period, 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.

M. GOODS AND SERVICES TAX:

i. 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.

ii. "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.

iii. 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.

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

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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.

- xii.** 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.
- xiii.** 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.
- xiv.** 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.
- xv.** 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.
- xvi.** 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.
- xvii.** 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.
- xviii.** 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.
- xix.** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- xx.** 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.
- xxi.** 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.

- xxii.** 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.
- xxiii.** 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.
- xxiv.** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- xxv.** 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.
- xxvi.** 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.
- xxvii.** 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.
- xxviii.** 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.
- xxix.** Documentation requirement for GST
 - i. 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.
 - ii. Any invoice issued shall contain the following particulars:
 - iii. Name, address and GSTIN of the supplier;
 - iv. Serial number of the invoice;
 - v. Date of issue;
 - vi. Name, address and GSTIN or UIN, if registered of the recipient;
 - vii. Name and address of the recipient and the address of the delivery, along with the State and its code,
 - viii. HSN code of goods or Accounting Code of services[SAC];
 - ix. Description of goods or services;
 - x. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - xi. Total value of supply of goods or services or both;

- xii. Taxable value of supply of goods or services or both taking into discount or abatement if any;
- xiii. Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- xiv. Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- xv. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- xvi. Address of the delivery where the same is different from the place of supply and
- xvii. Signature or digital signature of the supplier or his authorised representative.
- xviii. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

The original copy being marked as ORIGINAL FOR RECIPIENT;

The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and

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 details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

xxx. 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.

xxxii. 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.

N. PAYMENTS TERMS: The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II SOQ of this Contract 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 set down in Part-II SOQ of this Contract.

1. Charges against rent of VSAT Network Equipment for field locations, VSAT bandwidth charges and backhaul charges will be paid on quarterly basis, upon completion of the period.

2. Charges against optional additional pool bandwidth and optional rent of VSAT Network Equipment for field locations will be paid quarterly on pro-rata basis from the day on which service has been availed by Oil India Limited.

3. Charges against installation and dismantling of VSAT sites will be paid on actuals along with the quarterly invoice.

4. Any penalty amount due for the quarter will be deducted from the payment to be made for that quarter.

Payment will be made only after satisfactory completion of the work. Such 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 authorized representative before any such final payment is made.

Note: All Invoices are to be sent to the following address:

HoD-Information Technology
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

- O. 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

a) **For contractual matters**

CGM-Contracts
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) **For technical matters**

HoD-Information Technology
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Email: mousumi@oilindia.in

Contractor

Phone No.:

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

***** **End of Section-II** *****