

## CORRIGENDUM-1

### GeM Tender No. GEM/2024/B/5101482

This **Corrigendum No. 1** dated 12.07.2024 to GeM Tender No. GEM/2024/B/5101482 for **“Hiring of services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging 02 (two) Nos. of readily available trucks against each location allotted for a period of 03 (Three) years.”** is issued to amend the following:

(i) To amend PQC Clause no. 1.15, Clauses under SCC Clause No. 16.0 & wherever mentioned in the tender document as under. Also, to incorporate an additional SCC Clause No. 16.7. The aforesaid amendments are shown in the table below:

<b>Sl. Nos.</b>	<b>Clause Ref.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
1.	PQC Clause No. 1.15	The unit rate quoted by the bidder against Item No. 10 must be greater than the price mentioned in the price bidding format. During Price evaluation, if it is found that the quoted price does not comply the minimum fixed price, such offer(s) shall be straightway rejected.	The total <b>Bid Value/Offer Price (inclusive of GST)</b> of the bidder furnished for the subject service must be greater than the price mentioned in the Price Bidding Format. During Price evaluation, if it is found that the quoted price does not comply with the minimum bid value/offer price, such offer(s) shall be straightway rejected.
2.	SCC Clause No 16.3 Notes (i)	<b>(i) NOTE AGAINST LINE-ITEM NO. 10:</b> This is a service Contract and as a part of the service requirement a minimum number of manpower are to be deployed. Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been taken and accordingly the Total Bid Price has been set. The minimum total bid price	<b>NOTE AGAINST LINE-ITEM NO. 10:</b> This is a service Contract and as a part of the service requirement of a minimum number of manpower are to be deployed. i.e. 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service.

		<p>considered has been calculated considering only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service, <b>excluding the following:</b></p> <p>a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus &amp; ESI, etc.</p> <p>b. Increase in the wages rates including consequent increase in statutory payment / contributions.</p> <p>c. <b>Other Service Charges, as defined in Clause No. 16.0 (i), (ii) &amp; (iii) Above.</b></p> <p>Bidder(s) are requested to quote against Line-Item No. 10 greater than ₹ <b>84,14,880.00</b> and considering above mentioned cost components. Any offer found to be less than or equal to ₹ <b>84,14,880.00</b> against this Line Item, shall be rejected straightway.</p> <p>Bidder(s) are to check and comply the above.</p>	
3.	SCC Clause No. 16.7 (Additional)	-	The total bid value/offer price of the bidder must be greater than ₹ <b>99,29,558.40 (inclusive of GST)</b> . Any offer found with the Total Bid Value/Offer Price less than or equal to

			<p>₹ <b>99,29,558.40 (inclusive of GST)</b> shall be rejected straightway.</p> <p><b>Note:</b> Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been taken and accordingly the minimum price against Total Bid Value/Offer Price has been fixed. The minimum total bid value/offer price considered has been calculated considering only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service, <b>excluding the following:</b></p> <ol style="list-style-type: none"> <li>a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus &amp; ESI, etc.</li> <li>b. Increase in the wages rates including consequent increase in statutory payment / contributions.</li> <li>c. <b>Other Service Charges, as defined in Clause Nos. 16.1 to 16.7 Above.</b></li> </ol> <p>Bidder(s) are to check and comply the above.</p>
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4.0	Amendment in Clause Nos. for Clauses under SCC Clause Nos. 16.0		SCC Clause Nos. 16.0,16.1,16.2,16.3, (ii) & (iii) have been amended as 16.1,16.2,16.3,16.4,16.5 & 16.6 respectively
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**(ii)** Amended BOQ/ Price Bid Format & SCC (Section-II of SCC) are enclosed as **Annexure-A & Annexure-B** respectively.

**(iii)** Bid Closing / Opening dates extended as per following:

(A) Bid Closing Date & Time: Extended up to **19.07.2024 [1400 Hrs (IST)]**

(B) Bid Opening Date & Time : Extended up to **19.07.2024 [1430 Hrs (IST)]**

**(iv)** All other terms and conditions of the original Bid Document and any amendment issued thereafter remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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**MANAGER-CONTRACTS (S)**

**ANNEXURE-A**

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
Duliajan, Assam

**BOQ & PRICE BIDDING FORMAT/FINANCIAL DOCUMENT**

**[Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID / FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid may be liable for rejection.]**

**Note: The breakup of the quoted/offered price i.e. the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.**

**DESCRIPTION OF SERVICE: Hiring of services for collection, transportation and disposal of garbage and Municipal Solid Waste (MSW) by engaging Two (02) Nos. of vehicles (trucks).**

<b>NAME OF BIDDER</b>		
<b>Bidder's GSTIN No.</b>		
<b>SAC Code</b>		

Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted Excluding GST	Amount (₹) Excluding GST
			A	B	C = A * B
10	Monthly Service Charge	MON (Months)	36.00		-
20	Running Charge	PKV (Per km per Vehicle)	28,224.00		-
30	Service Charge beyond 08 Hours of Normal Duty (Involving Two Trucks)	HR (Hours)	1,920.00		-
<b>Total (₹) (exclusive of GST)</b>					-
<b>Applicable GST Rate in %</b>		<b>Applicable GST#</b>		<b>Total (₹) (inclusive of GST)</b>	-

#Please select from the following list: CGST + SGST / CGST + UTGST / IGST / None

**Notes:**

1. The total bid value/offer price furnished by the bidder in GeM for rendering the subject service must be greater than ₹ 99,29,558.40 (inclusive of GST). Any offer found with the Total Bid Price less than or equal to ₹ 99,29,558.40 shall be rejected straightway.

**Note:** Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been taken and accordingly the Total Bid Price (as mentioned above) has been fixed. The minimum total bid value considered has been calculated considering only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service, excluding the following:

- a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus & ESI, etc.
- b. Increase in the wages rates including consequent increase in statutory payment / contributions.
- c. Other Service Charges, as defined in Clause No. 16.1,16.2,16.3,16.4,16.5,16.6 & 16.7 above.

Bidder(s) are to check and comply the above.

**2. DURATION OF THE CONTRACT:** The duration of the contract shall be for a period of **03 (three) years and 14 (fourteen) days** from the date of issue of mobilization notice for a particular location by Medical Department. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered as 03 (three) years from the date of completion of actual mobilization.

**3. MOBILIZATION PERIOD: 14 (Fourteen) days** from the date of issue of mobilisation notice by Medical Services Dept. after issuance of LoA.

**4. Refer Clause No. 15.0 of SCC (Section-II of STC) for detailed Schedule of Rates**

5. The price/rate(s) quoted by the bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

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 applicable GST (CGST & SGST/UTGST or IGST).

7. 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.

8. Price Bid furnished without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. If the bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

9. 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.

10. Refer to GTC & STC for detail of GST.

11. Refer to STC for detailed description of the service.

12. Bidders are required to quote unit rate against all the items as per Price Bid Format.

13. The quantities mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

Lumpsum Price (Bid Value) to be entered against the 'OFFER PRICE' field in the GeM portal. Bidders to refer Clause 3.0 of ITB for

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1.0 DESCRIPTION OF WORK**

Hiring of services for collection, transportation and disposal of garbage and Municipal Solid Waste (MSW) by engaging Two (02) Nos. of vehicles (trucks) for a period of 03 (three) years.

**2.0 SCOPE OF WORK**

- 2.1 The contractor shall be responsible for providing services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging two (2) Nos. of readily available trucks, having Vintage not earlier than 2017 with Model No. Tata LPT 1615 COWL 42 WB BSIII/ Model No. Ashok Leyland (1214 Cabin Chassis) BSIII 4200WB chassis or equivalent readily available Vintage Truck model,2017 or equivalent with the fittings for 8 feet high strong netting on the two sides.
- 2.2 The area of operation to be covered will be - DX, TDX, TD+, AX, AT, BT, CT, BX+, Bachelor quarters, Tingrai housing areas & Public areas near by OIL township etc. daily under Medical Department or any other area as directed by the HoD-MS or his authorized representative.
- 2.3 The contractor or his authorized supervisor shall be responsible for regular supervision of the given jobs and ensure that the jobs are carried out to the satisfaction of HoD-MS or his authorized Representative.

**3.0 PARTICULAR SPECIFICATIONS AND INSTRUCTIONS**

- 3.1 The Contractor shall deploy a crew consisting of 8 (eight) Nos. of Workers with each Truck i.e., 1 (one) driver of skilled category possessing appropriate professional driving license issued by the Regional Transport Authority, 1 (one) Helper of semi-skilled category and 6 (six) nos. of supporting workers of unskilled category for providing service under the Contract. The service shall normally be required 06 days a week (Monday to Saturday). The service shall not be required on Sunday (Weekly rest day).
- 3.2 Each vehicle must have a tarpaulin sheet to cover the garbage (MSW) while transporting for disposal at Garbage Disposal Site.
- 3.3 The Vehicles must have 8 feet high strong netting on the two sides.
- 3.4 Each vehicle (Truck) must have "ON OIL INDIA DUTY" must be painted prominently in the windscreen frame of each vehicle (Truck).
- 3.5 Inspection of Vehicles:
  - i) On initial placement: The Contractor will have to produce their vehicles physically at Logistics Department, OIL at Duliajan for inspections/ verifications etc. and after final inspection/ verifications etc. by Logistics Department only the acceptability/

non acceptability of the vehicle will be considered.

- ii) Every 3 (three) months thereafter or as and when considered necessary by the Company Engineer during the tenure of contract agreement.
- 3.6 The normal working duty hours will be for eight (8) hours daily. The daily work shall be carried out as per the instructions given by HoD-MS or his Authorized Representative.
- 3.7 "Monthly kilometerage statement cum Bill" means the format specified by the Company.
- 3.8 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-20 of Section-II(SOQ) hereof and shall be deemed to include all the expenditures of the contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved towards movement of the Truck.
- 3.9 "Statutory Acts" means all the State and Central Government statutes and regulations effecting the operation of the services under this agreement as may be in force from time to time and shall particularly include but not be limited to the following:
- a. The Motor Vehicle Act, 1988.
  - b. The Motor Transport Worker's Act, 1961.
  - c. The Contract Labour (Regulations & Abolition) Act.1970.
  - d. The Minimum Wages Act, 1948.
  - e. The Employees Provident Fund & Miscellaneous Act, 1952.
  - f. The Oil Mines Act, 1972 and Oil Mines Regulation, 1984.
- 3.10 "Due date of placement" means the date stipulated in the L.O.A.
- 3.11 "Deteriorated condition of vehicle / equipment" means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or / and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this agreement or / and vehicle(s) / equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and / maintenance and or vehicle(s) / equipment refused by the Company's Engineer / user department as being unfit.
- 3.12 Contractor shall report to CGM-Medical Services (HoD or his authorised representative at 7.00 AM on all working days. The normal duty time is 08 (eight) hours.
- 3.13 Total working days in 03 (three) years = 313 days per year x 3 years = 939 days.

#### **4.0 DEFAULT & PENALTY**

- 4.1 "Default" means any of the following commissions or omissions by the service provider or his / her crew which will lead shut down of vehicle (s) and or breach of contractual obligations:
- i.** Drunkenness and intoxication of crew or any of the crew members.
  - ii.** Non-availability of vehicle(s) due to any reason, whatsoever, including but not limited to Deteriorated mechanical condition of the vehicle(s) / or breakdown.
  - iii.** Non-possession of valid permits and licenses of the driver and/or the truck(s).

- iv.** Non availability of fuel, tools & tackles and crew.
- v.** Engagement of crew without proper PPE.
- vi.** Delay in placement of vehicle(s) and/or crew on any day as per the instruction of the Company's authorized person and untimely release of vehicle(s) and/or crew on any day without prior permission and authorization from the Company's authorized person on any day during the tenure of this agreement.
- vii.** Any other acts or omissions by the Contractor or his / her crew whether specified or not hereof which disrupt the continuity of the services envisaged under this agreement.
- viii.** **In case of default, the Company's representative shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, the service shall be treated as shut down and the pro-rata service charge per day or per hour (whichever is applicable) per truck shall not be paid for the period of shut down and penalty as applicable shall be levied.**

- 4.2 "SHUT DOWN" means disruption / non-availability of the service due to any of the defaults from **Sub Clause No. (i) to (viii) mentioned under Clause No. 4.1.**
- 4.3 "SHUT DOWN" shall also mean the non-availability of the service due to an accident or any other reason not attributable to the Company.
- 4.4 "PRO-RATA SERVICE CHARGE PER DAY" means the Service Charge per month as per Line Item No. 10 of Part-II (SOQ)/Price Bid Format, divided by 26 (Twenty-Six) days.
- 4.5 "PRO-RATA SERVICE CHARGE PER HOURS" means "PRO-RATA SERVICE CHARGE PER DAY divided by 08 hours.
- 4.6 "PENALTY" means the amount payable by the Contractor in the event of breach of contract as stated in **Sub Clause No. (i) to (viii) mentioned under Clause No. 4.1** which shall be at a rate of the pro-rata per day or per hour (whichever is applicable) service charge per truck. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

## **5.0 EXECUTION OF WORK**

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed specification and instructions as may be furnished from time to time to the contractor by the HoD-MS or his/her authorized representative whether mentioned in the contract. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the HoD-MS or his authorized representative. The contractor shall provide all necessary PPE/ equipment/ labour etc. for execution and maintenance of work till completion, unless otherwise mentioned in the contract.

**6.0 CO-ORDINATION AND INSPECTION OF WORK**

The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the HoD-MS or his authorized representative. The written instruction regarding any job will normally be passed by the HoD-MS or his/her authorized representative. A work order book will be maintained by the contractor for each sector in which the previously mentioned written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgement within 12 hours.

**7.0 WORK ON SUNDAYS AND HOLIDAYS**

Due to work exigency, sometime the service may be required on Sundays and Holidays. In such cases, while working on a Sunday or a holiday, the contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the employer shall have no liability whatsoever on this account.

**8.0 WORKING SCHEDULE**

- (i) The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.
- (ii) The contractor shall submit reports at regular intervals to the HoD-MS or his/her authorized representative regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract as directed by the HoD-MS or his authorized representative.

**9.0 SUPPLY OF MATERIALS:** The contractor shall provide the following materials for entire contract duration against each location:

<b>Sl. No.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Quantity</b>	<b>Frequency (per)</b>	<b>Total Quantity Required in 03 (three) years</b>
1	Fork	Number	12.00	06 (Six) Months	72.00
2	Belcha	Number	12.00	06 (Six) Months	72.00
3	Kodali	Number	06.00	06 (Six) Months	36.00
4	Container	Number	04.00	04 (Four) Months	36.00
5	Wooden Plank (To be used as a ramp)	Number	As required		

**10.0 PPE ITEMS:** The Contractor shall have to provide proper safety items (PPE) to its engaged crew. Without proper PPE, the crew/and labourers shall not be allowed to work. Company shall reimburse the cost of the PPE to the contractor on actuals against production of documentary proof up to the maximum limit shown in the table below. However, the contractor shall ensure that their engaged labourers are always equipped

with proper PPE.

<b>Sl. No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Maximum rate per Unit for reimbursement (in ₹)</b>
1	Rain Suit	24 Sets. in 3 years.	529.00
2	Safety Boot	36 pairs. in 3 years	2,690.00
3	PVC Dotted Hand Gloves	336 pairs in 3 years.	79.00
4	Disposal breathing Musk	1456 Nos. in 3 years	10.00
5	Gum Boot	24pairs. in 3 years.	394.00

Above rates are maximum reimbursable rates exclusive of GST. However, payment shall be made on actuals or above-mentioned rates whichever is lower on production of documentary evidence.

#### **11.0 INSURANCE**

- (i) The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all labours engaged by him under the Contract.
- (ii) The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury or death, damage, or any other risks in respect of his Labours who are not covered under Employees State Insurance Act, 1948.
- (iii) Accident or Injury or death to workmen: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury or death to any workman or other person in the employment of the contractor or any sub-contractor.
- (iv) The Contractor at his own expense should arrange, secure, and maintain a Commercial General Liability Insurance as mentioned under GCC Clause No. 14.16 (ii). The policy should cover for the loss / disablement of human life (person not belonging to the contractor) and to cover the risk of damage to other materials / equipment / properties during execution of work. General Public Liability risk shall be maximum of Rs.10 Lakh to death.
- (v) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- (vi) Any other insurance required under law or regulations: Contractor shall also carry and maintain all other insurance(s) which he/she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

**12.0 RESPONSIBILITIES OF THE CONTRACTOR REGARDING COMPLIANCE OF STATUTE**

- (i) The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as mentioned Under GCC, Clause No. 34.0 & 35.0, to the extent applicable, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract.
- (ii) The Contractor shall comply with all the relevant provisions under the Labour Laws Rules, 2017 & Contract Labour (R&A) Act, 1970 and its Rules, maintenance of all the relevant records and registers / documents [as per statutory Form (s)], and submission of various reports / returns under the Indian Labour Acts / Rules and other Statutes applicable to the Contractor to the Appropriate Authority within stipulated timeframe. In the event of failure of the Contractor to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, the Contractor shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by the Contractor.
- (iii) The Contractor must pay the prevailing minimum wages rates as per the Minimum Wages Act and as specified by Central Govt. from time to time, in compliance to the Code of wages Act, 2019, through cashless transaction only, to the engaged labourers, and deposit the applicable provident fund (PF) along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. The contractor should ensure to follow the timeline and other aspects as per the Code of wages Act, 2019. The Contractor shall have to submit the monthly challans for the deposit of the contribution to the ESIC and the monthly challans for the provident fund deposited amount along with the Wage Sheet of his labour / workers in the prescribed format under the Contract labour (R&A) Rules, engaged by him to the **HoD-Medical Services** or his authorized representatives.  
Note: If there is any statutory increase in the wages rates including consequent increase in statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), bonus & ESI etc. of the contractual labours engaged, shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.
- (iv) The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the previously mentioned acts/statutes. In the event of the contractor committing a default or breach of any of the provisions of the previously mentioned acts as amended from time to time, of furnishing any information, submitting, or filling and form / register / slip under the provisions of these acts which is materially incorrect, then the Company shall at its discretion, impose penalty on the Contractor. The decision of the **HoD-Medical Services** or his authorize representative in this respect shall be final and binding.

**13.0 OTHER GENERAL TERMS & CONDITIONS**

- (i) Contractor must deploy the personnel with no past criminal records. Names of

such, if any Reformed people, should be clearly indicated. The contractor also must provide police verification for all the persons deployed by him. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

- (ii) Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost outside the premises.
- (iii) In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.
- (iv) The contractor shall not employ any person suffering from any contagious, loathsome, or infectious disease. The contractor shall get examined his employees / workers through a GOVT. Doctor before deployment.
- (v) Photographs / labour permission / vehicle permission: The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the Company.
- (vi) The **HoD-Medical Services** or his authorized representative shall on a report having been made by an inspecting officer as defined in contract labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said regulations.
- (vii) The contractor shall employ labour in adequate numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the **HoD-Medical Services** or his authorized representative. The Contractor accordingly indicates the maximum number if labours proposed to be engaged in a single day.
- (viii) The Contractor shall issue Identity Card to the engaged personnel and obtain necessary security permit / pass cards for access to the work locations.

Any noncompliance of the same will lead to termination of the contract.

**14.0 LABOUR CLEARANCE ADVICE / LABOUR CLEARANCE CERTIFICATE:** The Contractor shall obtain and submit the Labour Clearance Advice (LCA) Labour Clearance Certificate (LCC) within the mobilization period. Following are the three different categories of labour clearances:

- (i) In case of engaging 20 or more contract labours per day, Labour License is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.
- (ii) In case of engaging maximum 19 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan.

(iii) In case 05 (five) or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-state migrant workers) license is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.

**15.0 SCHEDULE OF RATES:** The Contractor shall quote their rates in the price bids as per the Price Bid Format. The quantity mentioned against each item in Price Bid Format/ Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.

**16.1 LINE-ITEM No.10 - MONTHLY SERVICE CHARGE:** Monthly Charge for providing the services for collection, transportation and disposal of Garbage and Municipal Solid Waste (MSW) on daily basis by engaging 02 (two) Nos. of readily available trucks with requisite tools & tackles for 24 hours and crew for 08 hours of normal duty. Bidders shall include cost towards the following in their total bid price

**16.2** The Contractor shall engage two (02) Nos. of readily available trucks as per the specifications mentioned in the SCC of this tender with operating crew for 08 hours of normal duty from Monday to Saturday.

The capital expenditure of two numbers of readily available trucks along with accessories, cost of insurance of vehicle and crew, road taxes/permit, fitness, pollution etc. and any other cost for smooth operation of the services are to be considered in the offer.

**16.3** Operating crew for each truck shall comprise of at least 01 (one) experienced driver of skilled category, 01 (one) helper of semi-skilled category and (06) six labours of unskilled category.

Contractor shall pay wages to the engaged labourers under this service, the applicable daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and the statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of the engaged crew shall have to be complied during the entire period of the contract, including extension if any. The total bid price quoted by the contractor must include the following for 02 (two) drivers of skilled category, 02 (two) helpers of semi-skilled category and 12 (Twelve) Nos. of Labours of unskilled category.

- Minimum wage rate (Basic + VDA) notified by the government of India as on original bid closing date including the escalations of wages that may take place during the contract period, other charges / cost including overheads, profit, IME (Initial Medical Examination) and handling charge etc.
- Statutory benefits as per applicable law: P.F, ESI and Bonus along with associated charges and contribution (like Admin Charge, EDLI etc.)

**16.4** Bidder(s) shall also consider the cost of the equipment / Materials required for smooth

operation of the service while quoting for this item. These equipment / Materials as per the quantity shown in the table below must be available along with the vehicles at any point of time.

<b>Sl. No.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Quantity</b>	<b>Frequency (per)</b>	<b>Total Quantity Required in 03 (Three) years</b>
1	Fork	Number	12.00	06 (Six) Months	72.00
2	Belcha	Number	12.00	06 (Six) Months	72.00
3	Kodali	Number	06.00	06 (Six) Months	36.00
4	Container	Number	04.00	04 (Four) Months	36.00
5	Wooden Plank (To be used as a ramp)	Number	As required		

**(i) NOTE AGAINST LINE-ITEM NO. 10:** This is a service Contract and as a part of the service requirement a minimum number of manpower are to be deployed i.e. 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service.

#### **16.5 LINE-ITEM No. 20 - RUNNING CHARGE**

Running charge per kilometer per truck to be quoted by the bidders. Total kilometer shown in the price bidding format is estimated quantity for 02 Nos. of trucks for entire contract period.

Bidders shall include all the expenditures towards cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved for movement of the vehicle(s), other charges etc. Any variation in Fuel cost during the contract period shall have to be borne by the Contractor. No Reimbursement/ Reduction in the quoted running charge shall be applicable due to change in Fuel price.

#### **16.6 LINE-ITEM No. 30 - SERVICE CHARGE BEYOND 08 HOURS OF NORMAL DUTY FOR ONE TRUCK (TWO TRUCKS)**

Contractor may, sometimes be required to provide the services beyond 08 hours of normal duty due to exigencies. Bidders to quote their Service charges (for both the truck combine) per hour beyond 08 (eight) hours of normal duty.

Note: In case service beyond eight (08) hours is provided by one truck only, then applicable service charge beyond 08 hours will be paid per truck on pro-rata basis.

**16.7** The total bid value/offer price furnished by the bidder in GeM for rendering the subject service must be greater than ₹ 99,29,558.40 (inclusive of GST). Any offer found with the Total Bid Price less than or equal to ₹ 99,29,558.40 (inclusive of GST) shall be rejected straightway.

**Note:** Considering the minimum number of manpower, the wage component as per the present minimum wage rate declared by the Govt. has been taken and accordingly the

Total Bid Price has been set. The minimum total bid price considered has been calculated considering only minimum wage component for 02 (two) Nos. of Driver (skilled category); 02 (two) nos. of Helper (Semi-skilled Category) and 12 (twelve) Nos. of Labours (unskilled category) for 06 (Six) days a week service, **excluding the following:**

- a. Statutory contributions like PF along with associated charges and contribution (like Admin Charge, EDLI etc.), Bonus & ESI, etc.
- b. Increase in the wages rates including consequent increase in statutory payment / contributions.
- c. **Other Service Charges, as defined in Clause No. 16.1,16.2,16.3,16.4,16.5,16.6 & 16.7 above.**

Bidder(s) are to check and comply the above.

**17.0 MOBILIZATION PERIOD: Fourteen (14) days** from the date of issuance of mobilization notice by Medical Services Department after issuance of LoA.

**17.1** Mobilization shall be considered as complete on completion of the following mobilization activities:

- (i) The Contractor must place the trucks along with following documents related to the trucks for inspection of Logistics department and found suitable during inspection:
  - a) Copy of Registration Certificate.
  - b) Copy of valid Vehicle Insurance.
  - c) Copy of valid pollution under control certificate.
  - d) Copy of valid fitness certificate
  - e) Copy of valid permit in Assam
  - f) No objection certificate if the offered trucks are already engaged with any organisation.
- (ii) Contractor must be ready with all the tools & tackles and manpower required to be provided by the Contractor as per terms of the Contract.
- (iii) Labour license / labour clearance advice whichever is applicable.

**18.0 DURATION OF THE CONTRACT:** The duration of the contract shall be for a period of 03 (three) years and 14 (fourteen) days from the date of issue of mobilization notice for a particular location by Medical Department. Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered as 03 (Three) years from the date of completion of actual mobilization.

**19.0 PERFORMANCE SECURITY:** 05 % of Contract Value. Validity of the performance security / contract performance guarantee shall be valid for 03 (three) months beyond the contract period.

**20.0 FORCE MAJEURE:** In case of Force Majeure, no Force Majeure Rates shall be

paid.

**21.0 REMUNERATION & TERMS OF PAYMENT**

- a. The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II 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 of this Contract.
- b. Payment will be made, not often than **monthly**, 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 authorized representative before any such final payment is made. As mentioned in **Para 10.0 above**, OIL shall reimburse the payment for the cost of the PPE to the contractor on actuals against production of documentary proof up to the maximum limit as shown in the table above (refer to Para 10.0 of SCC)

**Note:**

- i) All Invoices shall be addressed as below and uploaded through Vendor Invoice Management portal only via <https://vim.oilindia.in/velocious-portal-app/>.

[CGM-MS \(HOD\)](#)

[Oil India Limited](#)

[P.O. Duliajan-786602](#)

[Dist. Dibrugarh, Assam](#)

- ii) Payment to Work-persons:
  - Payment to the contractor's personnel will be the responsibility of the contractor. Any dispute regarding payment shall be resolved by the contractor with its workers. OIL will not be a party to any dispute in this matter.
  - Provisions of all the relevant Statutes / Acts will have to be complied by the Contractor, more particularly, Payment of Wages Act, Minimum Wages Act, Provident Fund, Insurance, ESI, Bonus etc. The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts / statutes. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form / register / slip under the provisions of these acts which is found to be incorrect, may lead to termination of the Contract as per the relevant clauses of the GCC of the Contract.
  - The Contractor must pay his / her deployed personnels the prevailing minimum wages at the rates as specified by Government of India from time to time and deposit the applicable Provident Fund and ESI contributions with the concerned authorities. Any non-compliance of the same will lead to termination of the contract as per the provision of the Contract.

**22.0 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.

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

**24.0 AREA OF OPERATION:** In OIL township / operational area.

**25.0 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 in the following:

**25.1** 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 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.

**25.2** 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.

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

**25.4** 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.

**25.5** 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.

**25.6** The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.

**25.7** 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.

**25.8** The fitness of the persons deployed is to be ensured by the contractor.

**25.9** 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.

**25.10** 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).

**25.11** 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.

**25.12** In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

**25.13** 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.

**25.14** The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

**25.15** 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.

**25.16** The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

**25.17** OIL will communicate all information to the Contractor or his authorized representative only.

**25.18** The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

**25.19** 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.

**25.20** 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.

**25.21** 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.

**25.22** 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.

**25.23** 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).

**25.24** 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.

**25.25** Barricading of area to be done with reflecting tapes as applicable during work.

**25.26** 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.

**25.27** The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

**25.28** 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.

**25.29** 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.

**25.30** 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.

**25.31** 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.

**25.32** 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.

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

**26.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:**

**26.1** 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.

**26.2** 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.

**26.3** 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.

**26.4** 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).

**27.0 GOODS AND SERVICES TAX:**

**27.1** 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.

**27.2** “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.

**27.3** 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.

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

**27.5** 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.

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

- 27.7** 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.
- 27.8** The bids will be evaluated based on total price including GST.
- 27.9** 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.
- 27.10** 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.
- 27.11** 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.
- 27.12** 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.
- 27.13** 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.
- 27.14** 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.
- 27.15** TDS under GST, if applicable, shall be deducted from contractors/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided

to the contractor/Contractor.

**27.16** 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.

**27.17** 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.

**27.18** 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.

**27.19** 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.

**27.20** 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.

**27.21** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**27.22** 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.

**27.23** 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.

**27.24** 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.

**27.25** 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.

**27.26** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

**27.27** 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.

**27.28** 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.

**27.29** 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.

**27.30** 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.

**27.31 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 and
- o) Signature or digital signature of the supplier or his authorised representative.

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

- p) The original copy being marked as ORIGINAL FOR RECIPIENT;
- q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- r) 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.

**27.32 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.

**27.33** 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.

**28.0NOTICES**

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**

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

b) **For technical matters**

CGM – MEDICAL SERVICES  
OIL INDIA LIMITED,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.  
Phone No. 91-374-  
Email: [nirujkdas@oilindia.in](mailto:nirujkdas@oilindia.in)

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_

Phone No.:

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

\*\*\*\*\* **End of SCC** \*\*\*\*\*