CORRIGENDUM-6

This Corrigendum No. 6 dated 29.07.2026 to GeM Bid No. GEM/2026/B/7667403 for "**Hiring of Facility Management Services with Modern Canteen facility on the land / site identified and provided by Oil India Limited (OIL) for a period of 04 (Four) years**" is issued to notify the following:

(1) The Bid Closing Date of the tender has been amended as: **06.08.2026 (14.00 Hrs).**

(2) The Bid Opening Date of the tender has been amended as: **06.08.2026 (14.30 Hrs).**

(3) The following amendments have been made in the tender –

Clause Ref. of the tender	Existing	Amended
3.1 of the BEC-BRC (PQC)	Experience Criteria: The bidder must have experience of successfully executing / completing at least one SIMILAR Work of value not less than Rs 2,58,98,000.00 (Rupees Two Crore Fifty-Eight Lakh Ninety-Eight Thousand) under a single contract over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization / Nationalized Banks / Public Limited Company in India	Experience Criteria: The bidder must have experience of successfully executing / completing at least one SIMILAR Work of value not less than Rs 2,58,98,000.00 (Rupees Two Crore Fifty-Eight Lakh Ninety-Eight Thousand) under a single contract over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization / Public Limited Company / any E&P Company in India. **Note:** Here, E&P company shall mean Industries / companies involved in the exploration and production of crude oil and natural gas.
Point (A) under Notes to BEC Clause No. 3.1	"**Similar Work**" mentioned under clause 3.1 means- "*Design, supply, installation-commissioning and operation of weatherproof modular "bunk houses / portable cabins / prefabricated kitchen & dining facilities / camp infrastructure including kitchen setup" in remote/ industrial locations/ commercial establishments.*"	"**Similar Work**" means – "*Experience of running Canteen / Catering service in any of the following facilities/setup –* *i. Prefabricated Dining & Kitchen Setup* *OR* *ii. Camp Infrastructure with Kitchen Setup*"
3.4 of the BEC-BRC (PQC)	The bidder must hold a valid ISO 22000/HACCP certificate. The same shall be submitted along with the bid.	~~The bidder must hold a valid ISO 22000/HACCP certificate. The same shall be submitted along with the bid~~ Deleted

<table>
<tr><td rowspan="1">10.0 under Section-A of SCC</td><td colspan="2">10.1 Payment shall be made on monthly basis. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.</td><td>10.1 Payment Schedule / Frequency –

(i) Payment shall be made on a monthly basis upon submission of the monthly bill along with the valid FSSAI license / certificate. If the monthly bill is submitted without the valid FSSAI license / certificate, then payment will be kept on hold for the period against which the invoice is raised, till the submission of the same.

(ii) Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.</td></tr>
<tr><td>Additional Clause No. 15.3 in SCC</td><td colspan="2">-----------------------------------</td><td>The Contractor shall possess/obtain a valid ISO 22000/HACCP certificate for the entire period of the contract.</td></tr>
<tr><td rowspan="2">Name and E-mail ID of the TPIA under Clause No. 12.1 of the BEC-BRC (PQC)</td><td>Sl No.</td><td>Name of Independent Inspection Agency</td><td>Contact E-mail ID</td></tr>
<tr><td>vii.</td><td>Existing -

M/s. IRCLASS Systems and Solutions Private Limited

Amended -

ISSPL Limited</td><td>Existing -

a. industrial_services@irclass.org
b. Bhavesh.satam@irclass.org

Amended -

a. industrial_services@irclass.org
b. oilandgas@irclass.org</td></tr>
</table>

(4) The **revised BEC-BRC (PQC)** and **revised SCC** has been attached as **Annexure - I** and **Annexure - II** to this Corrigendum.

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

Sd/-

MANAGER – CONTRACTS (S)

PRE-QUALIFICATION CRITERIA (PQC)

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

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

1.1 Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and will be liable for rejection

1.2 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

2.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PPP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XVI (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) The aforesaid undertaking of the bidder shall also be supported by a **certificate from the statutory auditor or cost auditor of the company** (in case of companies) or from a **practicing cost accountant or practicing chartered accountant** (in respect of other than companies) giving the percentage of local content as mandated under Public Procurement (Preference to Make in India) Order, 2017 (as amended time to time).

(c) Along with the technical bid, bidder must submit a copy of their **Certificate of Incorporation/Registration or any other valid document(s)** which substantially establishes its constitution in India.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 **Experience Criteria:** The bidder must have experience of successfully executing / completing at least **one SIMILAR Work** of value not less than **Rs. 2,58,98,000.00** (Rupees Two Crore Fifty-Eight Lakh Ninety-Eight Thousand) under a single contract over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization / Public Limited Company / any E & P Company in India.

3.2 The bidder shall possess **a valid registration** with the Food Safety and Standards Authority of India (FSSAI) and must be legally authorized to operate a food/canteen service at the time of bid submission. In this regard, the bidder shall submit **a valid FSSAI Food Business Licence/Certificate**, which shall remain valid for the entire duration of the contract.

Note: In case of expiry of the FSSAI License during the contract period, the bidder shall additionally furnish **an undertaking** stating that the licence shall be renewed upon its expiry, ensuring uninterrupted validity throughout the contract period.

3.3 The Bidder should provide **an undertaking**, along with the technical bid, to the effect that in case of award of contract, he/she/they will provide Packaged Drinking Water from **IS 14543:2024** (or as amended from time to time by BIS) approved manufacturer with **IS 14543 mark** printed on the PET jar which conforms to the standards of **IS 15410:2025** (or as amended from time to time by the Bureau of Indian Standards).

<u>Notes to BEC Clause No. 3.1:</u>

A. **“SIMILAR Work”** mentioned under clause 3.1 means-

“Experience of running Canteen / Catering service in any of the following facilities/setup –

i. Prefabricated Dining & Kitchen Setup

OR

ii. Camp Infrastructure with Kitchen Setup.”

B. For proof of requisite Experience (against Clause No. 3.1, above), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

(i) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order (WO) showing detailed scope of work in line with Clause 3.1, above,

AND

(ii) Job Completion Certificate / SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company (end user/client) indicating the following:

(a) Work order no. / Contract no.
(b) Gross value of jobs/services/work done.
(c) Contract period and date of completion / Period of Service.
(d) Nature of Jobs/Services.

C. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. However, in case the requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number.

D. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/quantity/period, as stipulated under Clause No. 3.1, will only be treated as acceptable experience.

E. Following work experience will also be taken into consideration:

(a) If the prospective bidder is executing work as defined in Clause No. 3.1, which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

(c) If the prospective bidder has executed work as defined in Clause No. 3.1 is a component of a contract.

- In case the documents submitted as per **Para B** above, are not sufficient to establish the volume/value/quantity/period of the work as defined Clause No. 3.1 against **Para E (a), (b) & (c)** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of work as defined Clause No. 3.1 which should be certified by the end user or a certificate issued by a practicing Chartered /

Cost Accountant Firm (with Membership Number & Firm Registration Number).

F. Experience of executing work as defined in Clause No. 3.1 through 'sub-contracting' shall not be considered for evaluation.

G. Work as defined in Clause No. 3.1 executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

H. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

I. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture / Parent / Subsidiary / Co-Subsidiary / Sister Subsidiary with another party shall not be considered.

4.0 **MOBILIZATION PERIOD:** The bidders must confirm their compliance in their "technical" bid to complete the mobilization within **60 (Sixty) days from the date of issuance of the Letter of Award (LoA)**. Offers without confirmation of stipulated mobilization time or with mobilization time more than **60 (Sixty) days** shall be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

5.0 FINANCIAL EVALUATION CRITERIA:

5.1 Annual Financial Turnover from operations of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 2,58,98,000.00.**

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

Notes to BEC Clause No. 5.0:

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

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

C. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:

(i) A certificate issued by a practicing Chartered /Cost Accountant* (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA - XIII**.

OR

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

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

D. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-XII**.

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

F. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para D and E above.

6.0 COMMERCIAL EVALUATION CRITERIA:

6.1 The bids are to be submitted in **Single stage under Two Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**

6.2 Bidders must fill the **'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT'** and compute **all-inclusive (including GST) bid value**. This all-inclusive (including GST) bid value shall be entered/reflected against the '**OFFER PRICE**' field in the GeM portal. The duly filled '**PRICE BID / FINANCIAL DOCUMENT**' in electronic form indicating the Unit Rates and GST rate in the provided space, shall be submitted by the bidder through GeM portal only along with the Financial Bid. **Any Financial Bid without the duly filled Price Bid shall be liable for rejection.] Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.**

Note:

(i) 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.

(ii) The total price entered in the GeM portal (inclusive GST) shall be used for ranking. In case of mismatch between the Total Price (inclusive GST) in the GeM Portal and the Total estimated contract cost (inclusive GST) in PRICE BIDDING FORMAT, then the Total Price (inclusive GST) in the GeM Portal shall prevail for award of contract.

6.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

6.4 **EMD/Bid Security:** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD-Contracts, OIL at Duliajan on or before **14.15 Hrs. (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in GeM-Procurement portal along with the Technical Bid. The amount of **Rs. 41,44,000.00 (Rupees Forty-One Lakh Forty-Four Thousand)** only, must be furnished by the bidder in the form of

Bid Security/EMD. **Bids without proper & valid Bid Security will be rejected**.

Note: For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 9.0 of ITB**.

Exemption from submission of Bid Security shall be governed by Clause No. 10.0 of ITB.

6.5 Any bid received in the form of a physical document / Telex / Cable / Fax / E-mail will not be accepted.

6.6 Bids shall be typed or written in indelible ink.

6.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

6.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

6.9 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.

6.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

(i) Firm price
(ii) EMD/ Bid Bond
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Mobilization Period
(xvi) Integrity Pact

6.11 Integrity Pact:

(i) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma-XV** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected.

(ii) In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. if required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both parties.

6.12 **Document Authenticity Undertaking:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA -XI**.

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

6.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **Appendix-I** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

6.15 The bidder shall submit an undertaking/declaration as per **Appendix-II** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

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

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

6.17 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm, then all the bids submitted by the bidder in his own name or in the name of a firm where he/she is a partner/sole proprietor will be rejected.

7.0 PRICE EVALUATION CRITERIA:

7.1 Price bids shall be opened in respect of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL. The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.

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

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

7.4 If a bidder quotes total charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

7.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

7.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST / UTGST or IGST) mentioned in the "OFFER PRICE" field of GeM portal.

7.7 In case of a mismatch between the Total Offer Price (inclusive GST) reflected in the GeM Portal and the Total Price (inclusive GST) quoted by the in PRICE BIDDING FORMAT, then the Total Offer Price (inclusive GST) in the GeM Portal shall prevail for award of contract.

7.8 Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to the evaluated L1 bidder only (considering the purchase preference policy for MSEs).

7.9 In case of identical overall lowest offered rate by more than 01(one) bidder, the selection will be made in accordance with GeM GTC. However, for the cases where selection cannot be made on the basis of GeM GTC, priority list (P1, P2, P3,……..) will be prepared through draw of Lots among the bidders within the same position and the list so obtained will be considered for the award of the contract.

7.10 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.

7.11 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

7.12 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

7.13 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

7.14 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.

7.15 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.

7.16 The cumulative rental cost for 4 years towards bunk houses (dining hall & kitchen hall) against Item No. 10 & 20 of the Price Bid Format shall not exceed 15% of the total cost for all the items (exclusive of GST). If this condition is not met, then the differential amount shall be retained on pro-rata basis from the bill(s) raised against Item 10 & 20. The same shall be released & paid at the end of the contract.

8.0 GENERAL:

8.1 In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.

8.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her during mobilization phase of the contract.

8.3 Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract.

8.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification post bid opening in accordance with the procedure outlined in the company's manuals for procurement of Goods, Works, Consultancy & Other Services in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

8.5 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.

8.6 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids may be liable for rejection.

8.7 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

8.8 The originals of documents [furnished by bidder(s) in their bid] shall have to be produced by bidder(s) to OIL as and when asked for.

8.9 Any bidder who are on Holiday/ Banning/ Suspension list of OIL on the due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.

9.0 PURCHASE PREFERENCE TO MSE BIDDERS (Traders are excluded from the purview of this policy):

9.1 Purchase Preference to Micro and Small Enterprises is applicable for this tender. Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

Note: This policy is applicable only to **Manufacturers / Service Providers** and not their dealers/distributors. **Traders are excluded from the purview of this policy.**

9.2 The purchase preference for price matching shall be given to MSEs falling within the price band of L1+15% according to the following order of preference:

ii. SC/ST Women-owned MSEs
iii. SC/ST owned MSEs
iv. Women-owned MSEs
v. Other MSEs

Note: All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date.

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

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

10.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

11.0 CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES:

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

12.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):

12.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/PQC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited.	a.rkjain@ahkgroup.com b.pradeep.mathur@ahkgroup.com c. info@ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. ISSPL Limited	a. industrial_services@irclass.org b. oilandgas@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s. Gulf Lloyds (India) Ltd.	a.contact@gulflloyds.com b.inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com

xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

12.2 Bidders are required to have their following documents verified and certified by any one of the empanelled Independent Third-party Inspection Agencies listed above:

(i) Technical Criteria: All documents sought under Clause no. 3.0 of BEC (except for self-declared undertakings).

(ii) Bidder's Certificate of Incorporation, if applicable.

The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

12.3 The verified and certified documents (as mentioned in Para 12.2 above) must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

12.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(i) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC compliance.

(ii) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids.

(iii) On issuance of the Inspection Certificate to the bidder, TPI agency should share a copy of the same to the concerned Purchase officer through e-mail directly (Email ID: contracts-services@oilindia.in; krishnarchan.borah@oilindia.in). OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency.

(ii) If any documents, LOI/LOA/Contracts, etc., submitted towards BEC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(iii) Undertaking from TPI Agency as per format (**PROFORMA-XIX**) enclosed should be submitted along with the Bid.

(iv) In case of clarifications sought by OIL against BEC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.

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

****************************END OF PQC*************************

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SECTION-A:

Description of Service: Facility Management Services with Modern Canteen facility on the land / site identified and provided by Oil India Limited (OIL).			
Table A			
SCC Clause No.	**GCC Clause No. Ref (if any)**		**Clause Descriptions**
1.0	GCC clause no. 1.2.25	Mobilization	**DETAILS OF MOBILISATION:** **a) Mobilization Period:- 60 (Sixty) days** from the date of issuance of the Letter of Award (LoA). **b) During mobilization, the Contractor shall carry out the following activities :-** i. Copy of Labour License (if applicable) to be submitted. ii. Deployment of manpower for four (4) units of Facility Management Services with modern canteen services. iii. Necessary insurance coverage of manpower to be completed during the mobilization period. An **undertaking** by the service provider has to be mandatorily provided during the Mobilization period that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation. iv. Site establishment, infrastructure setup & equipment installation etc for all 04 Units of Canteen service facility. v. The contractor shall obtain all the safety, electrical and other such statutory clearances etc.

			vi. The Contractor shall submit a valid FSSAI Licence/Certificate. vii. The Contractor shall submit a valid ISO 22000/HACCP certification. **c) Mobilization Completion Certificate**: Mobilization Completion Certificate shall be issued by Oil India Limited (HR Esbalish Engineering Department) upon successful completion of the above-mentioned activities. **d)** For the 5th standby unit, if required, mobilization period of 60 days would be given to the contractor and accordingly the contractor has to obtain the safety, electrical and other such statutory clearances etc. from respective authorities/parties, within that mobilization period of 60 days.
2.0	GCC clause no. 4.3	Duration of contract	**Four (04) years** from the date of commencement of operation i.e. after completion of mobilization.
3.0	GCC clause no. 10	Performance Security	Upon awarding of the contract, the Contractor shall furnish performance security for an amount of **3%** of the Contract value (excluding GST), within **30 (Thirty) days** from the date of issuance of LOA with **a validity of 03 (Three) months beyond the period of contract expiry**.
4.0	GCC clause no. 42.3	Arbitration	Shall be applicable as per GCC. Location of Arbitration shall be Duliajan
5.0	GCC clause no. 30.0	Liquidated Damage Clause specific to Tender	In the event of the Contractor's default in timely mobilization of the job within the stipulated period [Sl No. 1 above], the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost per week or part thereof, of delay from date of scheduled mobilization completion, subject to maximum of 7.5% of total contract cost. Liquidated Damages shall be reckoned from the scheduled date of the mobilization completion as defined in Sl No. 1 above.
6.0	GCC clause no. 24.0	Subcontracting Allowed/Not Allowed	No sub-contractor / franchisees shall be allowed to be engaged in this contract. Sub-contracting of Petty Support Services against this contract is not applicable.

7.0	GCC clause no. 23.0	Warranty and remedy of defects	Not Applicable
8.0	GCC clause no. 25.0	Records, Reports and Inspection	As per Scope of Work, necessary inspection reports are to be maintained during the execution of the contract.
9.0	GCC clause no. 31.0	Force Majeure	Force majeure rate shall not be applicable for this service.
10.0	GCC clause no. 27.0	Remuneration & Terms of Payment	**10.1 Payment Schedule/Frequency** – **(i)** Payment shall be made on a monthly basis upon submission of the monthly bill along with the valid FSSAI license / certificate. If the monthly bill is submitted without the valid FSSAI license / certificate, then payment will be kept on hold for the period against which the invoice is raised, till the submission of the same. **(ii)** Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made. **10.2 Compliance towards Local Content:-** **(i)** Contractor shall have to comply with the provision of Public Procurement (Preference to Make in India) Order, 2017 and as amended time to time by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. As compliance to the said order, the Contractor had stated minimum local content as ___ % during the bidding stage, which they must maintain during the execution period. **(ii)** The Contractor shall submit a Local Content Certificate certifying the percentage of local content along with each invoice. **(iii)** Such certificate should be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than

companies) giving the percentage of local content. [Only in case the awarded Contract value is more than ₹ 10 Crore].

(iv) The percentage of Local Content may vary with each invoice while contractor will have to maintain the overall percentage of local content for the total work/purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raise upto that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages.

10.3 Food Subsidy & Guest Meal Charges

(i) Food shall be served to OIL's employees at a subsidized rate as per the following table OR quoted rate (whichever is lower)-

Items	Subsidized Rate of meal items
Meal (Non Veg)	**Rs. 75**
Meal (Veg)	**Rs. 40**
Breakfast	**Rs. 50**
Evening Tea & Snacks	**Rs 10**

(ii) The remaining cost of the food shall be reimbursed to the Contractor by OIL.

(iii) Guests, visitors, and non-OIL employees shall pay the full price of the food consumed (as per the quoted rates), and the Contractor shall recover these charges directly.

10.4 Rental Payment for Bunk Houses –

The cumulative rental cost for 4 years towards bunk houses (dining hall & kitchen hall) against Item No. 10 & 20 of the Price Bid Format / SOR **shall not exceed 15%** of the total cost for all the items (exclusive of GST). **If this condition is not met, then the differential amount shall be retained on pro-rata basis from the bill(s) raised against Item 10 & 20. The same shall be released & paid at the end of the contract.**

11.0	GCC clause no. 14.0	Insurance	The Contractor shall at its own expense, arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: i) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof. ii) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property. iii) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work. iv) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract. v) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

SECTION-B:

Table B: Other Clauses		
1.0	Details of the Service	Refer **Part - II: Scope of Work (SOW)** of the Tender/Contract.
2.0	Area of Operation	Drilling locations identified by Drilling Department in the operational area of Assam and Arunachal Pradesh.
3.0	**HSE Policy**	Refer **Part - V: Safety Measures** of the Tender/Contract
4.0	Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 0374-280-8650 Email: contracts@oilindia.in b) **For technical matters** CGM – HR Establishment (HoD) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam Phone No. 0374-280-9016 Email: shyamal_das@oilindia.in c) **Contractor** ______________ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
5.0	Submission of Invoice	The contractor shall submit the invoice on a **Monthly basis**
6.0	Address details for submission of invoice	All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link https://vim.oilindia.in/velocious-portal-app/ and shall be addressed to - **CGM – HR Establishment (HoD)** Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam.
7.0	**Integrity Pact**	Applicable

8.0 PENALTY TERMS:

To ensure uninterrupted, hygienic, and high-quality services, the following penalties shall be applicable in case of non-compliance:

8.1 Food Quality & Hygiene

(i) **Incident** - Serving stale, unhygienic, or undercooked food during a meal (Breakfast/Lunch/Snacks/Evening Tea & Snacks).

(ii) **Penalty** - **5%** deduction on daily food service cost per incident. The daily food service cost shall be calculated based on the daily consumption of the meal against which the incident took place.

8.2 Delay in Meal Service (Breakfast/Lunch/Snacks/Evening Tea & Snacks) -

(i) **Incident** - More than 30 minutes delay in serving scheduled meals without prior approval.

(ii) **Penalty - 1% deduction** on daily food service cost per incident. The daily food service cost shall be calculated based on the daily consumption of the meal against which the incident took place/ delay occurred.

8.3 Waste Management

(i) **Incident** - Improper segregation, spillage, or failure in timely disposal.

(ii) **Penalty - 2%** deduction on the monthly maintenance charges per incident.

8.4 Uniform & Safety Compliance

(i) **Incident** - Staff not in prescribed uniform or without PPE:

(ii) **Penalty – Rs. 500 per staff per day**.

8.5 Proper functioning of fire extinguishers/CCTV/ACs -

(i) **Incident** - Non-functional fire extinguishers/CCTV/ACs for more than 24 hours

(ii) **Penalty - 2%** deduction on the infrastructure rental cost per day of delay (Dining Hall/Kitchen Hall, wherever the incident occurred).

8.6 Repeated Violations-

If the above-mentioned incidents (when considered together) occurs **more than 3 times in a month**, an additional **10% penalty on the monthly bill** will be imposed, apart from above deductions, and/or the contract may be liable for termination.

8.7 Serious Lapses - In case of food poisoning, major safety violations (including non-existence of a valid FSSAI License during the contract period), or wilful negligence, the company reserves the right to:

Impose penalty up to **20% of the monthly contract value**, and/or Terminate the contract with immediate effect.

8.8 All the above incident shall be declared by the Engineer/Officer-in-charge of the respective site.

9.0 DEPLOYMENT OF MINIMUM MANPOWER-

This service can be met by deploying a minimum of four (4) work persons per canteen, to be engaged in two shifts of twelve (12) hours each, ensuring uninterrupted service. The Contractor shall also make provisions for reliever employees to cover weekly offs, emergency absences, and leave requirements so that continuous operations are maintained without disruption.

10.0 QUOTED PRICE & INCLUSION OF LABOUR COSTS - The Contractor shall ensure that the quoted rates include all applicable labour costs, including but not limited to:

(i) Wages in compliance with the Minimum Wages Act

(ii) Statutory contributions such as EPF and ESI

(iii) Reliever employee costs

(iv) Insurance coverage and statutory benefits

(v) Under no circumstances, the Contractor shall quote below the minimum operational cost required to run the canteens as per the scope of this Agreement.

11.0 LABOUR LAW COMPLIANCE – The Contractor shall comply with all applicable labour laws and statutory regulations, including but not limited to:

(i) Minimum Wages Act, 1948

(ii) Employees' Provident Fund Act, 1952

(iii) Employees' State Insurance Act, 1948

(iv) Payment of Wages Act, 1936

(v) Contract Labour (Regulation & Abolition) Act, 1970

(vi) Any other statutory obligations under applicable Central and State laws. Monthly compliance reports, including attendance registers, wage payment records, EPF/ESI challans, and proof of remittances, shall be submitted to OIL for verification.

12.0 TERMINATION OF CONTRACT FOR DELAY IN MOBILIZATION:

Notwithstanding anything in the Banning Policy of OIL, in the event of such termination due to the CONTRACTOR's failure to mobilize within the stipulated period, the CONTRACTOR shall, in addition to termination of the Contract, be liable to immediate suspension from participating in any tendering process or entering into any contractual engagement with OIL for a period of three (3) months from the effective date of termination, without prejudice to any other rights or remedies available to OIL under the Contract or applicable law.

13.0 TRAINING AND CERTIFICATION OBLIGATIONS:-

13.1 Scope & Applicability

(i) These requirements apply to all contractor and subcontractor personnel deployed at OIL sites for E&P works (exploration, drilling/workover, production operations, well services, construction, logistics, etc.).

(ii) The Contractor shall ensure compliance with OISD-STD-176 (HSE Training-E&P), related OISD standards (e.g., OISD-STD-174 Well Control, OISD-STD-190 Drilling Safety, OISD-GDN-207 Contractor Safety) and all statutory requirements under DGMS/OMR-2017 and Mines Rules, 1955.

13.2 Mandatory Training & Certifications (Minimum) -

The Contractor shall, at its own cost, ensure that all personnel are trained and certified for their respective roles prior to mobilization, and that such certifications remain valid for the entire contract duration, viz. (but not limited to):

i) **General HSE Induction & Site-Specific Orientation/ Mines Vocational Training** (location rules, PTW, ERP, alarms, muster, hazard communication).

ii) **First Aid** (valid certificate from a DGMS-recognized centre for mines/oil-mine work)

iii) H2S Awareness & Escape (including use of escape sets and gas monitoring) for drilling/workover/production and any sour-gas exposure tasks.

iv) Permit-to-Work (PTW) including isolation/LOTO and hot work; Fire safety & firefighting basics; Emergency Response drills.

v) Working at Height, Confined Space Entry, Lifting & Rigging/Scaffolding, Electrical Safety, PPE selection/use, Manual handling-as applicable to job role.

vi) Well Control Certification (IWCF/IADC or equivalent) for drilling supervisors, toolpushers, drillers, well-services engineers and well-intervention roles, in line with OISD-STD-174 and OISD-STD-190.

vii) Specialized Competency Modules aligned to role (e.g., wireline, cementing, logging, SIMOPS, geophysical ops) as per relevant OISD standards.

viii) Medical Fitness as per statutory norms for mine/oil-field work; records to be available at site.

13.3 Records, Audit & Verification -

i) The Contractor shall maintain individual training matrices, copies of valid certificates, attendance; produce on demand.

ii) Owner reserves the right to audit training records at any time; non-conformities shall be closed within defined timelines.

13.4 Mobilisation Gate & Access Control -

i) No mobilisation without documentary proof of mandatory trainings/certifications as per the approved role matrix.

ii) Site gate access may be denied or revoked for any personnel with lapsed/invalid training certificates.

13.5 Subcontractor Flow-Down (If applicable)

Contractor shall impose these obligations on all subcontractors; Contractor remains fully responsible for compliance.

13.6 Enforcement & Commercial Levers

i) Right to stop work / remove personnel for non-compliance.

ii) Withholding of payments for the period of non-compliance; repeated breaches may invite penalties and/or contract termination, without prejudice to other remedies.

iii) Serious breaches affecting safety may trigger blacklisting as per OIL policy and applicable law.

13.5 Costs

i) All costs of training, certification, refreshers, medical fitness and related logistics are to Contractor's account, deemed included in the contract price.

NOTE: Owner Support (Non-Obligatory)

Wherever feasible, Owner may facilitate access to approved training centres (e.g., GVTC, DGMS-recognized First-Aid training centre, etc.) or share schedules for specialized courses. However, this does not dilute Contractor's obligations.

14.0 COMPLIANCE WITH SUSTAINABLE DEVELOPMENT (SD) AND ENVIRONMENT, SOCIAL & GOVERNANCE (ESG) POLICY OF OIL:

14.1 Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy of OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format **within 15 (fifteen) calendar days from the date of award of contract.**

14.2 Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly.

14.3 The ESG Questionnaire along with Explanatory Note for guidance, is provided as **Appendix III** of the tender document.

15.0 Contractor's Obligation:-

15.1 The contractor shall comply with all provisions stipulated by the Ministry of Labour and Employment vide **D.O. No. Z-20025/13/2019-LRC(E)/e-119357 dated 24.04.2026**.

15.2 Contractor shall not engage any person who has attained the age of **60 (sixty) years** as a Contract Labour for execution of the contract. "Contract Labour" shall mean any worker hired in or in connection with the work of an establishment by or through a contractor or sub-contractor, with or without the knowledge of the Principal Employer, as defined under Section 2(m) of the Occupational Safety, Health and Working Conditions Code, 2020.

15.3 The Contractor shall possess/obtain **a valid ISO 22000/HACCP certificate** for the entire period of the contract.

16.0 GOODS AND SERVICES TAX:

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

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

16.2 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services

Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

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

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

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

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

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

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

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

16.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

16.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

16.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

16.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

16.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

16.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

16.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

16.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

16.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

16.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

16.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

16.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

16.23 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

16.24 The base date for the purpose of applying statutory variation shall be the Bid

Opening Date.

16.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

16.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

16.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

16.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

16.29 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

a. Name, address and GSTIN of the supplier;
b. Serial number of the invoice;
c. Date of issue;
d. Name, address and GSTIN or UIN, if registered of the recipient;

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

e. Name and address of the recipient and the address of the delivery, along with the State and its code,
f. HSN code of goods or Accounting Code of services[SAC];
g. Description of goods or services;
h. Quantity in case of goods and unit or Unique Quantity Code thereof;
i. Total value of supply of goods or services or both;
j. Taxable value of supply of goods or services or both taking into discount or abatement if any;
k. Rate of tax (IGST,CGST, SGST/ UTGST, cess);
l. Amount of tax charged in respect of taxable goods or services

(IGST,CGST, SGST/UTGST, cess);

m. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

n. Address of the delivery where the same is different from the place of supply

o. Signature or digital signature of the supplier or his authorised representative.

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

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

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

16.30 Anti-profiteering clause

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

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

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

17.1 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 the following entities:

Sl No.	**Name of the Authorised Entity**	**TReDS Payment System**
1	A. TReDS Limited	INVOICEMART
2	Receivables Exchange of India Limited (RXIL)	RXIL
3	Mynd Solutions Private Limited	M1xchange
4	C2FO Factor Solutions Private Limited	C2treds
5	KredX Platform Private Limited	DTX

MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

17.2 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.

17.3 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.

17.4 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).

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