### OIL INDIA LIMITED

(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
<u>Dist-Dibrugarh, Assam</u>

### CORRIGENDUM

Addendum No.1 Dated 21.08.2017 <u>to</u> IFB No. CDG5214P18

This Addendum No. 1 dated 21.08.2017 to IFB No. CDG5214P18 for 'Hiring the services of 30 (thirty) nos. of Dosing/Pumping System for dosing OIL supplied Liquid Flow Improver within the operational area of Oil India Limited in Assam for a period of 03 (three) years' is issued to notify a few changes in BEC, General Conditions of Contract, Instructions to Bidders, Schedule of Rates, Priced Bid Format and Forwarding Letter of the bid document. These changes in the bid documents are given as Annexure-I to this page. Bidders are requested to take note of the same while preparing and submitting their offer.

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Clause No.	Existing Clauses	Modified Clauses		
BEC				
Clause B 1.0 & 1.2 Pg No:27	B. FINANCIAL EVALUATION CRITERIA:  1.0 The bidder shall have an annual financial turnover of minimum INR 5.55 crore (or equivalent 0.85 million USD) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.  2.0 In case of Consortium of companies, the Leader of the Consortium shall have an annual financial turnover of minimum INR 5.55 crore (or equivalent 0.85 million USD) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum INR 2.78 crore (or equivalent 0.43 million USD) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date	of minimum INR 3.03 crore (or equivalent 0.47 million USD) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.  2.0 In case of Consortium of companies, the Leader of the Consortium shall have an annual financial turnover of minimum INR 3.03 crore (or equivalent 0.47 million USD) during any of the preceding 03 (three)financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum INR 1.515 crore (or equivalent 0.235 million)		
Forwarding letter	<u> </u>	oleaning date		
Clause No. 2.0 (xii) Page No.2	Bid Security Amount: Rs.3920000.00/- or US\$ 61000.00	Bid Security Amount: Rs.28,20,000.00 (or US\$ 44,000.00)		
Instructions to Bidders (ITB)				
Clause No. 37.9.1	37.1 Calculation of LC and Reporting: 37.1.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.	37.2 Calculation of LC and Reporting:  LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.		
General Conditions of Contract				
Clause No. 9.0 Page No.	9.0 GOODS AND SERVICES TAX: 9.1 GENERAL REMARKS ON TAXES & DUTIES: In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service			

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- 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.
- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- "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.
- 9.4 Quoted prices 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 GST compensation Cess if **applicable)**. 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.
- Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the 9.5 Bidder should also mention the Harmonised System

- 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.
- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- "GST" shall mean Goods and Services Tax charged 33.3 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.
- Quoted price/rate(s) should be inclusive of all taxes 33.4 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.

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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, 5% IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Additionally, Indian Bidders have to pay GST at a concessional rate of 5%. Bidders should quote GST as inclusive considering IGST component for the Materials supply part while quoting for supply part on destination basis.

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

9.6.1 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.

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

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

9.7.1 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, subject to any statutory variations, except variations arising due to change in turnover. 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

of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

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

9.6.1 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.

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

9.8 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.

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basis.

- 9.7.2 The bids will be evaluated based on total price including applicable **GST**.
- 9.8 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.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **GST** payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 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

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- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 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 <u>or</u> 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.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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any amounts paid or payable by OIL to Contractor / Supplier.

- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 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.
- 9.16 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.17 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.

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

- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 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.
- 9.16 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.
- 9.17 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 in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST 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 GST.
- 9.19 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.

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shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

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

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

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

- 9.18 The contractor will be liable to ensure to have registered with the respective tax authorities 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.
- 9.19 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.
- 9.20 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

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

9.21 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 substantiate the rate as applicable on the Bid due date and on the date of revision.

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.

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

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

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

- 9.22 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.
- considered for evaluation of bid as per evaluation 9.23 In case the bidder is covered under Composition

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methodology of tender document.

#### 9.21 **Documentation requirement for GST:**

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

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue:
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC]:
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- 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

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.

- 9.24 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.
- 9.25 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.

### 9.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

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

#### Modified Clauses on

'Hiring the services of 30 (thirty) nos. of Dosing/Pumping System for dosing OIL supplied Liquid Flow Improver within the operational area of Oil India Limited in Assam for a period of 03 (three) years" – IFB No.CDG5214P18"

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- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) 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 nos. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### 9.22 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.

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

the recipient;

- e) Name and address of the recipient and the address of the delivery, along with the State and its code.
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- 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:
   a) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c) 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.

### 9.27 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on

## Modified Clauses on

'Hiring the services of 30 (thirty) nos. of Dosing/Pumping System for dosing OIL supplied Liquid Flow Improver within the operational area of Oil India Limited in Assam for a period of 03 (three) years" – IFB No.CDG5214P18"

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		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.
		9.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.
Schedule of Rates		
Clause No. 6.0 Page No. 79	<ul> <li>6.0 Special Note:</li> <li>6.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).</li> <li>6.2 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST &amp; SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price</li> </ul>	6.0 Special Note: 6.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Priced Bid.  6.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
	submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in the SOR.  6.3 Bidder shall quote the applicable GST in the specified place in the SOR.	6.3 Priced Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST)  6.4 OIL will prefer to deal with registered bidder under
	6.4 Further, Bidder shall also mention the <b>Service Accounting Codes (SAC)</b> at the designated place in SOR.	GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.  However, in case any unregistered bidder is submitting

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		their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
		6.5 Priced Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
		When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
		6.6% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.
Priced Schedule		
Proforma-B and Porforma-BB(PP-LC) Page No. 81	Proforma-B [Priced Bid Format] and Porforma-BB(PP-LC) [Calculation of Local Content Services] is attached separately.	Revised Proforma-B [Priced Bid Format] and Revised Porforma-BB(PP-LC) [Calculation of Local Content Services] is attached separately as Proforma-B(Revised) and Porforma-BB(PP-LC)(Revised) in "Notes and Attachment Tab"

All other terms and conditions of the bid document remain unchanged.

\*\*\*\*\*\* End of Addendum to Bid Document \*\*\*\*\*\*\*\*\*

	SCHEDULE OF RATES Proforma - B(Revised)							
	TENDER NO:							
	TENDER DESCRIPTION :					Currency of Quote		
SI. No	Description of Job/ Item	Unit	Quantity	Rate (Per Unit)	Amount (Rate x Qty)	SAC/ HSN Code	SPECIFY %AGE OF GST RATE	TOTAL (A) including GST rate
			1	2	3= 1 x 2		4	5= 3 + (%age of 4 on 3)
Α	SERVICE PART (AT SITE)			0				X
	Hiring the services of Dosing/Pumping System for dosing LFI					Select From Drop Down List		
1	Mobilization charges of Equipment & Personnel	Per Unit Package	30		0			0.00
2	Operating & Maintenance charges per Unit Package per day for injection of chemical mix with DG set	Days	32850		0			0.00
3	Hiring charges of Equipment per day per Unit Package	Days	32850		0			0.00
4	ILM charges (assuming 1 interim shift per Unit Package)	No	30		0			0.00
5	De-mobilization charges of Equipment & Personnel	Per Unit Package	30		0			0.00
						TOTAL(T) (Inc	cluding GST)	0.00
	4) The Mahilingting shows muched by the hidden shall not be more than 100 of							

Note: 1) The Mobilization charge quoted by the bidder shall not be more than 1% of the total quoted contract value (T) of the items

- 2) Bidder to categorically mention the currency of the quote.
- 3) 'Unit Package' means 1(one) set of dosing pump set complete with all allied equipment, accessories along with manpower
- 4) 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.
- 5) Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Priced Bid.
- 6) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 7) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST).
- 8) 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.
- 9) Priced Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 10) O(zeo) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

Bidder's Name:	
Bidder's Seal:	

### **CALCULATION OF LOCAL CONTENT-SERVICES**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary					
				Imported Rs./Foreign Currency (To be		LOCAL CONTENT		
					specified by the service provider)	Total	%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
	I	Cost component Material used cost	Rs./Foreign Currency				#DIV/0!	#DIV/0!
A	II	Personnel & Consultant	Rs./Foreign Currency				#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency				#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency	0.00	0.00		#DIV/0!	#DIV/0!
В		Taxes and Duties	Rs./Foreign Currency				#DIV/0!	#DIV/0!
С		Total quoted price	Rs./Foreign Currency	0.00	0.00		#DIV/0!	#DIV/0!

Note:-

% LC Service =	Total cost (A. IV. c) - Total imported component cost (A. IV .b)  Total Cost (A. IV.c)	X 100
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0/ 1 C Compies	Total domestic component cost (A. IV a)	V 100
% LC Service =	Total cost (A. IV. c)	X 100