

CORRINGENDUM CKI4772P18/06

- To read the following clauses of the above mentioned tender as under:

Clause No.	Existing Clause	Revised Clause
Forwarding Letter, Para 4.2	<p>OIL's Independent External Monitors at present are as under:</p> <p>Shri Rajiv Mathur, IPS(Retd), Former Director (IB) Govt. of India E-mail : rajivmathur23@gmail.com</p> <p>Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail : satyanandamishra@hotmail.com</p>	<p>OIL's Independent External Monitors at present are as under:</p> <p>Shri Rajiv Mathur, IPS(Retd), Former Director (IB) Govt. of India E-mail : rajivmathur23@gmail.com</p> <p>Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>
Part-1, Instruction to bidders Clause (B) Preparation of bids Para 8.2	<p>All duties and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, State Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.</p>	<p>All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.</p>

Part-2, BRC/BEC Clause (A) Technical Para 2.0	Service Tax Registration and VAT Registration in the name of the bidder and copy of Service Tax Registration and VAT Registration Certificate must be submitted in the Technical Bid.	GST Registration in the name of the bidder and copy of GST Registration Certificate must be submitted in the Technical Bid.
Part-3, Section-I, General Conditions of Contract Para 8.1	All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax . The price excludes Services Tax and Service Tax , if applicable, shall be to the company's account. However, Service Tax portion payable directly by the Service provider (if applicable) as per provisions of the Service Tax Act shall be reimbursed to the Contractor on the basis of the documentary evidence.	All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding GST . The price excludes GST and GST, if applicable, shall be to the company's account. However, GST portion payable directly by the Service provider (if applicable) as per provisions of the GST Act shall be reimbursed to the Contractor on the basis of the documentary evidence.
Part-3, Section-I, General Conditions of Contract Para 8.8	All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-Contractor and agents shall be borne by the Contractor.	All local taxes, levies and duties, GST, etc. on purchases/sales by the Contractor, its sub-Contractor and agents shall be borne by the Contractor.
Part-3, Section-I, General Conditions of Contract Para 26.2 (j)	The AGST Act, WB & Bihar Tax Act	GST Act.
Part-3, Section-I, General Conditions of Contract Para 26.2 (k)	Service Tax Act	GST Act.
Part-3, Section-I, General Conditions of Contract	Customs & Excise Act & Rules	Customs & GST Act.

Para 26.2 (l)		
Part-3, Section-I, General Conditions of Contract Para 26.2 (m)	Assam, West Bengal and Bihar Entry Tax Act	GST Act.
Part-3, Section-II, Scope of Work & Terms of reference, Para 3.17	Parking charges/toll charges/ interstate entry tax shall be reimbursed by oil at actual against proper documentary evidence of such payments.	Parking charges/toll charges shall be reimbursed by oil at actual against proper documentary evidence of such payments.
Part-3, Section-III, Special Conditions of Contract Para 11.1 (o)	Service Tax Act	GST Act.
Part-3, Section-IV, Schedule of rates Para 2.0	All the above charges against the tender should include rentals, all applicable taxes and duties (excluding Service Tax), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears etc. No other separate charges on such accounts will be payable by the	All the above charges against the tender should include rentals, all applicable taxes and duties (excluding GST), insurance, wages, transport etc. of the driver/supervisor and their other emoluments, which the Contractor will have to provide at all times essentially for the uninterrupted operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears etc. No other separate charges on such accounts will be payable by the

	Company at any point of time during the tenure of the contract and the same, if any, will be borne entirely by the Contractor. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor.	Company at any point of time during the tenure of the contract and the same, if any, will be borne entirely by the Contractor. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor.
Part-3, Section-IV, Schedule of rates Para 5.0	Parking charges/toll charges/ Interstate entry tax shall be reimbursed by OIL at actual against documentary evidence of such payments.	Parking charges/toll charges shall be reimbursed by OIL at actual against documentary evidence of such payments.
Performa-A, Note (2)	Parking charges/toll charges/ interstate entry tax shall be reimbursed by oil at actual against proper documentary evidence of such payments.	Parking charges/toll charges shall be reimbursed by OIL at actual against proper documentary evidence of such payments.
Performa-A, Note (3)	All taxes excluding service tax whether Corporate or Personnel will have to be borne by the Contractor	All taxes excluding GST whether Corporate or Personnel will have to be borne by the Contractor

- Following clauses has been added to the above tender in General Conditions of Contract in Part-3, Section-I of the tender. To be read as Section –I (A):

(A) Taxes:

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties and 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 the right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax invoices. 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.
3. Offers without giving any of the details of the taxes (including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates and 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/ contract on that bidder, taxes mentioned by OIL on the Purchase Order/ contracts will be binding on the bidder.
4. Bidder is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidder must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidder to ensure that the intended benefits of GST have been passed on to OIL.
5. Statutory variation (increase/decrease) of GST within the contractual delivery period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
6. Bidder agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
7. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Bidder/Supplier, including non-payment of GST charged and recovered, the Bidder/Supplier shall indemnify OIL in respect of all such claims of tax, penalty

and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Bidder/Supplier.

8. GST liability, if any on account of supply of free samples against any tender/purchase order/ contract (wherever applicable) shall be to bidder's/ supplier's account.

- Bid Closing Date and the last date of receipt of application for Submission/ Exemption of tender fee against the following e-tenders has been extended as shown below.

e-Tender no. & date	Material Description	Revised BC date	Last date of receipt of application for Submission/Exemption of Tender Fee.
CKI4772P18/06	Hiring of Light Passenger Vehicles.	29.08.2017	22.08.2017

. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

. **Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.**

Very Important

All other terms and conditions of the contract remain unchanged.