

“CORRIGENDUM-3”

Sub: Tender No. SKI4575P18/01

- Following clauses has been added to the above tender:

(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 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-Profitteering 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 (wherever applicable) shall be to bidder's/ supplier's account.

(B) Comparison of Offers:

Comparison of bids shall be done on the basis of " Total FOR DESTINATION VALUE" quoted by the bidders against each individual item as per Price Bid format given in Revised Annexure-HHH. Therefore, bidders are required to submit prices as per said price bid format.

(revised) Annexure-HHH

Price Bid Format

Tender No.: _____

	Item No.		
	HSN Code		
	Basic material Value (Unit Rate)		
	Quantity		
		In Rupees	
A.	Total Basic Material Value (Unit rate x Quantity)		
B.	Pre-despatch /Third party Inspection charges, if any		
C.	Packing and forwarding charges, if any		
D.	Total Ex-works value (A+B+C)		
E.	GST on (D)		
F.	Compensatory Cess, if any		
G.	Total FOR Despatching Station Value (D+E+F)		
H.	Freight Charges upto destination		
I.	GST on freight charges		
J.	Insurance charges inclusive of GST		
K.	Training Charges, if any		
L.	GST on training charges		
M.	Installation & Commissioning Charges, if any		
N.	GST on I & C charges		
O.	AMC charges, if any		
P.	GST on AMC charges		
Q.	Total FOR Destination Value (G+H+I+J+K+L+M+N+O+P)		

Gross weight of the total consignment
Gross volume of the total consignment
Name of Despatching Station
Delivery Period
Validity
Payment terms
Name of original manufacturer
Other terms if any

We agree to all the terms and conditions given in the Tender Document. We confirm that material will conform to OIL's specification.

Signature & Seal of Bidder
Full Name :
Address :
Date :

Note:

1. Bidders must quote Freight Charges upto destination specified in tender. In case bidder fails to quote inland freight charges, highest freight quoted by the other bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.
2. Inspection Charges (Ref. B), Training Charges (Ref. K & L), I&C Charges (Ref M & N) and AMC Charges (Ref. O & P) are to be quoted wherever specifically asked for in the tender.
3. Other clauses on Goods & Service Tax shall be applicable as incorporated elsewhere in this tender.

- Bid Closing Date and the last date of receipt of application for Submission/ Exemption of tender fee against the following e-tender 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.
SKI4575P18/01	Supply of CGI Sheet	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 remain unchanged.