

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

CORRIGENDUM

Addendum No.1 Dated 18.09.2017
to
IFB No. CDG5746P18

This Addendum No. 1 dated 18.09.2017 to IFB No. **CDG5746P18** for '**Hiring the Services of 4(four) nos. of Surface Production Facility Packages for OIL's operational area in Assam and Arunachal Pradesh for a period of 3 years with a provision to enter into a framework agreement**' is issued to notify few changes in 'Special Conditions of Contract' of the bid document. These changes in the bid document are given as **Annexure-I** to this page. Bidders are requested to take note of the same while preparing and submitting their offer.

Modified Clauses on
'Hiring the Services of 4(four) nos. of Surface Production Facility Packages for OIL's operational area in Assam and Arunachal Pradesh for a period of 3 years with a provision to enter into a framework agreement'- IFB No. CDG5746P18'

Clause No.	Existing Clauses	Modified Clauses
Special Conditions of Contract		
Clause No. 12.0	<p>12.0 CUSTOMS DUTY</p> <p>12.1 Company shall use the Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports.</p> <p>12.2 Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents</p>	<p>12.0 CUSTOMS DUTY</p> <p>12.1 In terms of SI. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, imports of the items specified in List 33(CONDITION NO. 48)of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%)subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>Similarly, the domestic supply of such goods would attract5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017.</p> <p>12.2 Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for</p>

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	<p>submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.</p> <p>12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.</p> <p>12.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case</p>	<p>zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.</p> <p>12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.</p> <p>12.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a</p>
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	<p>of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.</p> <p>12.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.</p> <p>12.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract,</p>	<p>result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.</p> <p>12.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.</p> <p>12.4.2 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.</p> <p>12.4.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.</p> <p>12.4.4 Similarly, such specified goods required for petroleum operations if procured from domestic</p>
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	<p>Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.</p>	<p>sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue therecommendatory letter.</p> <p>Note: The recommendatory letter will be given <i>only</i> for those items which are either consumed during the execution of work or <i>for those equipment/tools</i> which are <i>undertaken to be re-exported</i> by the bidder. The recommendatory letter will not be issued when the bidder imports the <i>equipment/tools</i> on acquisition basis and does not <i>undertake to re-export</i> the same after the completion of the contract.</p> <p>12.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.</p>
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2) Under **Clause No. 34.8** of GCC, Clause No. 33.3 mentioned in this clause stands revised to read as Clause No. 34.3.

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Bidders are requested to take note of the same while preparing and submitting their offer. All other terms and conditions of the bid document remain unchanged.

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