



CORRIGENDUM
ADDENDUM No.04 Dated 05.08.2017
To
Tender No. SDG4466P18/08

This addendum is issued to add/revise the following clauses to tender terms & conditions. Also the bid closing/opening date is being extended, details as under:

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 & 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. 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 & 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. Bidders are 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 bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. **When Input tax credit is available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things 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 enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all 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 disputed amount from the pending payments of the bidders.

9. **Purchase preference policy (linked with Local Content) (PP-LC)** is applicable to this tender and may refer to Annexure-I in this regard in addition to the clauses mentioned hereunder:

a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

- c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.
- e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:
 "We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."
- f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):
 "We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder)."
- g) Failure to submission of documents as mentioned in d), e) & f) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.
- h) At the time of bidding, the bidder has to confirm in their bid for submission/ complying the following in the event of order:
- i) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.
- ii) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.
- iii) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iv) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract(format as provided vide the notification). This PBG-PPLC is in addition

to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. **Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.**

v) Bidders should note that PP - LC shall not be available in case of procurement of goods /services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

10. **Price bid format: TO REPLACE CLAUSE NO. B 7 OF ANNEXURE-II OF THE TENDER DOCUMENT,**

Bidders are required to submit the summary of the prices in their price bids as per bid format (Summary), given below.

(i) Price Bid Format (SUMMARY) for Foreign Bidders:

- (A) Basic material value (to indicate HSN code):
- (B) Total material value for 04 nos
- (C) Packing & FOB Charges :
- (D) Total FOB Port of Shipment value, (B+C) above :
- (E) Overseas Freight Charges upto Kolkata, India :
- (F) Insurance Charges :
- (G) Total CIF Kolkata value, (D + E +F) :
- (H) Total Value in words :
- (I) Gross Weight :
- (J) Gross Volume :

(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:

- (A) Basic material value (to indicate HSN code):
- (B) Total material value for 04 nos:
- (C) Packing and Forwarding Charges, if any:
- (D) Total Ex-works value, (B+C) above :
- (E) GST on D (Please indicate applicable rate) :
- (F) Compensatory Cess, if any (Please indicate applicable rate) :
- (G) Total FOR Despatching Station price, (D + E +F) above :
- (H) Road Transportation charges to Duliajan :
- (I) GST on H (Please indicate applicable rate) :
- (J) Insurance Charges inclusive of GST:
- (K) Total FOR Duliajan value, (G + H + I +J) above :
- (L) Total FOR Duliajan value in words :
- (M) Gross Weight :
- (N) Gross Volume :
- (O) Import Content, if any :
- (P) Local Content details :

11.0 **Bid evaluation criteria: TO REPLACE CLAUSE NO. B 4.0 TO 4.3 OF ANNEXURE-II OF THE TENDER DOCUMENT,**

To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic 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) For enquiries with duty exemption benefit – The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable customs duty for import of goods shall be zero. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also under deemed export benefit.

11.1 **When only foreign bidders are involved:**

Comparison of bids shall be done on the basis of "TOTAL CIF+CD+GST LANDED VALUE (N)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Material value:
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A+B) above :
- (D) Overseas Freight Charges upto Kolkata, India :
- (E) Insurance Charges :
- (F) Banking Charges @ 1% of C*
- (G) CIF value (C+ D + E + F) :
- (H) Landing Charges 1% on G :
- (I) CIF Landed Value (G+H):
- (J) Basic Customs Duty (including cess, if any) on I :
- (K) CIF Landed value +CD (I+J) :
- (L) IGST (including cess, if any) on K :
- (M) Compensatory cess on L, if any :
- (N) Total CIF+CD+GST Landed Value (K+L+M)

NOTE: Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. And 1.5 % if confirmed LC at buyer's account is required.

11.2 **When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:**

Comparison of bids shall be done on the basis of "TOTAL FOR DULIAJAN VALUE (J)" quoted by the Bidders against **each individual item** as per Price Bid Format adopted in the Tender considering the following:

- (A) Material value:
- (B) Packing and Forwarding Charges, if any:
- (C) Total Ex-works value, (A+B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any :
- (F) Total FOR Despatching Station price, (C+D+E) above :
- (G) Road Transportation charges to Duliajan :

(H) GST on G :

(I) Insurance Charges inclusive of GST:

(J) Total FOR Duliajan value, (F+G+H+I) above :

11.3 When both foreign and domestic bidders are involved:

The Total Value of domestic bidder as worked out as per para 11.2 (F) above and Total Value of the foreign bidder worked out as per Para 11.1(N) above will be compared.

12. Revised Bid Closing / Bid Opening date as under:

i) Bid Closing Date & Time : **23.08.2017 (11.00 IST)**

ii) Bid Opening Date & Time: **23.08.2017 (14.00 IST)**

All other Terms & Conditions of the Bid Document remain unaltered.

sd/-
Prayas Chakravorty
MM(FD)
For Dy. GM Materials
For Resident Chief Executive