

OIL INDIA LIMITED

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

CORRIGENDUM

Corrigendum No. 1 dated 05.04.2017 to IFB No. CDI4245L17

This Corrigendum No. 1 dated 05.04.2017 to IFB No. CDI4245L17 for “Appointment of Consultant for Implementation of GST” is issued to notify changes against the clauses as attached vide Annexure-I

All other Terms and Conditions of the Bid Document remain unchanged.

Date: 05.04.2017

SR. OFFICER-CONTRACTS

ANNEXURE-I: AMENDMENTS OF IFB NO CDI4245L17

Existing SCC Part - III Clause	Amendments
SCC Clause A: Phase 1- Point 1	
<p>b. Study would also include examination of key/sample unincorporated joint ventures under Production Sharing Contracts for petroleum operations where OIL is an operator/non-operator.</p>	<p>b. Study would also include examination of key concern areas of unincorporated joint ventures where OIL is an operator and non-operator.</p>
<p>Not Applicable</p>	<p>Addition of New Clause B-1. Consultant is required to study the applicability of GST on the benefits/perquisites provided under the Employee and Employer relationship as per the clauses of GST Law or any interpretation of the GST Law. Based on the study a report needs to be provided including tax planning on the benefits/perquisites provided under the Employee and Employer relationship.</p>
<p>c. Understand and map present business processes from an indirect tax perspective for purchases, sales, stock transfers, etc.</p>	<p>c. Understand and study present business processes from an indirect tax perspective for purchases, sales, stock transfers, etc.</p>
<p>d. Based on the mapping of transactions and identifying key business rivers/processes, identify the impact areas which would require an in-depth analysis during subsequent phases.</p>	<p>d. Based on the study of transactions and identification of key business processes, identify the impact areas which would require an in-depth analysis during subsequent phases.</p>
<p>e. Provide GST impact analysis (Pre and post GST) via simulation on as-is basis for all transaction (business unit wise/state wise/product wise) impacted by taxes including:</p>	<p>e. Provide GST impact analysis (Pre and post GST) on as-is basis for all transaction impacted by taxes including:</p>
<p>e. ii) All current and proposed capital projects (setting up of a new plant, pipeline etc.)</p>	<p>e. ii) All current and proposed capital projects (setting up of a new plant, pipeline etc.) (Proposed Capital projects (above Rs.25 crores) will be till the date of signing of the GST Implementation Contract with the Consultant.)</p>
<p>f. Understand and map different types of existing business contracts entered into by OIL with customers/ vendors/ others and redraft the key model contracts in GST scenario and provide inputs from GST law perspective on tax clauses to be inserted in the contract.</p>	<p>f. Understand and map different types of existing business contracts entered into by OIL with customers/ vendors/ others and redraft the key model contracts in GST scenario and provide inputs from GST law perspective on tax clauses to be inserted in the contract. Consultant shall also analyse the contract in line with the anti profiteering clause as per the GST Law and draft suitable clause to be inserted in the contracts (as applicable).</p>

SCC Clause A: Phase 1- Point 2	
a. Draft report indicating inter-alia the impact of GST provisions on OIL's activities which includes purchase of goods (both domestic and overseas), purchase of services (both domestic and overseas), and sale of Crude oil, natural gas, Value Added Products, provision of Services and Sale of renewal energy to RRVNL, Sale of REC certificates and Generation Based Incentives (GBI) on wind power projects	a. Draft report indicating inter-alia the impact of GST on OIL's activities which includes purchase of goods (both domestic and overseas), purchase of services (both domestic and overseas), and sale of Crude oil, natural gas, Value Added Products, provision of Services and Sale of renewal energy to RRVNL, Sale of REC certificates and Generation Based Incentives (GBI) on wind power projects.
c. Consultant has to ensure smooth Implementation of GST at each office location of OIL which may require registration under GST Law.	c. Consultant has to ensure all requisite inputs are available to OIL for smooth Implementation of GST at each office locations which may require registration under GST Law.
g. Provide advice on various aspects of the GST law such as valuation, classification, place/time of supply, credit of taxes, filing of returns, dispute resolution, refund, eligible credit etc for both inward and outwards supply/ services including specified petroleum products (Presently being kept outside levy of GST)	g. Provide advice on various aspects of the GST law such as valuation, classification, place/time of supply, credit of taxes, filing of returns, anticipated areas exposed to litigation/ dispute in future, refund, eligible credit etc for both inward and outwards supply/ services including specified petroleum products (Presently being kept outside levy of GST)
h. Identifying the transitional issues under GST regime such as treatment of tax credit balance, treatment of goods lying in stock or goods in transit, impact of pending C forms, status of pending refunds, status of pending litigations, status of pending entry tax cases, etc. and suggest best practice to mitigate them	h. Identifying the transitional issues under GST regime such as treatment of tax credit balance, treatment of goods lying in stock or goods in transit, impact of pending C forms, status of pending refunds, status of pending litigations, status of pending entry tax cases, etc. and suggest best practice to mitigate them. In case any change with respect to GST law vis-a-vis the earlier tax law for which the case is pending at the appellant level and which is beneficial for OIL may suitably be advised so that the same can be resolved in the GST regime.
k. Provide GST awareness training as per the requirement communicated by the OIL Management	k. Provide GST awareness training as per the requirement communicated by the OIL Management. The trainings will be conducted at various office locations of OIL in India
l. The Draft report should be submitted within 45 (Forty Five) days from the issuance of work order.	l. The Draft report should be submitted within 45 (Forty Five) days from the issuance of work order. Oil shall ensure that all requisite data/ information are available to the consultant as per the mutually agreed timeline.

SCC Clause B: Phase 2			
5. a. Implement GST and undertake activities such as design detailed plan of action, conduct meetings, co-ordinate between various team/business entities, establish clear communication, define timelines, track issues and responses etc.		5 a. Implement GST and undertake activities such as design detailed plan of action, conduct meetings, co-ordinate with Field Head Quarters Indirect tax team to establish clear communication, define timelines, track issues and responses etc.	
Notes of SCC Clause C: Phase 3			
i) Scope of work covers only Oil India Limited, its subsidiaries and its un-incorporated JVs.		i) Scope of work covers only Oil India Limited, its project offices and its un-incorporated JVs. (Total no of JVs as on 31.03.2016 are 20 out of which OIL is operator in 10 number of JVs and non operator in remaining JVs.)	
iii) For details of Subsidiaries, Associates and Joint Venture, please refer to Financial Statement for the year ended 31.03.2016 and also refer to quarterly financials for the FY 2016-17 from our website www.oil-india.com .		iii) For details of Oils Office Locations, un-incorporated Joint Venture, please refer to Financial Statement for the year ended 31.03.2016 and also refer to quarterly financials for the FY 2016-17 from our website www.oil-india.com .	
Notes of SCC Clause D: Training			
The Consultant shall mobilise their resources & training materials at the Company's designated any locations (Viz., Duliajan, Guwahati, Kolkata, Kakinada, Noida & Jodhpur) to impart training to the Company's employees minimum numbering Twenty and ensure that people are adequately trained to understand and handle the company's business process affecting CGST, IGST, SGST and UTGST.		The Consultant shall mobilise their resources & training materials at the Company's designated any office locations in India (Viz., Duliajan, Guwahati, Kolkata, Kakinada, Noida & Jodhpur) to impart training to the Company's employees and ensure that people are adequately trained to understand and handle the company's business process affecting CGST, IGST, SGST and UTGST.	
Notes of SCC Clause F: Payment Terms			
Addition of New Clause:			
The total professional fees quoted should be strictly bifurcated as per the given percentage between the three phases of the GST Implementation project. (Please Note OIL may reject any bids which are not as per the below percentage):-			
Sl. No.	Stages	Weightage	Remarks
i	Phase 1	60%	The fees will be 60% of the Total project cost of all three phases together
ii	Phase 2	20%	The fees will be 20% of the Total project cost of all three phases together
iii	Phase 3	20%	The fees will be 20% of the Total project cost of all three phases together
Grand Total		100%	Total Fees Quoted for all the three phases
Existing Forwarding Letter Clause (IX) C.		Amendments	
In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.		In case of Partnership Firm following documents are to be uploaded along with the technical bid: 1) Copy of Registration certificate of Partnership firm/ Partnership deed. 2) Copy of Service Tax Registration Certificate of the firm. 3) Copy of PAN card of the firm.	