

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
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**AMENDMENT NO. 16 DATED 26.02.2022 TO TENDER NO. CDG7411L22 FOR HIRING OF 03(THREE) NOS. WIRELINE LOGGING UNITS WITH SERVICES.**

This Amendment to Tender No. CDG7411L22 is issued to notify the following:

- 1) **Bid Closing & Opening date stands amended as under:**
  - (i) **Bid Closing date & Time: 8<sup>th</sup> March, 2022 [11:00Hrs (IST)]**
  - (ii) **Technical Bid Opening date & Time: 8<sup>th</sup> March, 2022 [14:00Hrs (IST)]**
  
- 2) **CUSTOMS DUTY:**
  - a) In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 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, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.  
  
Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification No. 03/2017.
  
  - b) Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs

Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

- c) Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in Table 33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit thereof must be passed on to OIL.
- d) The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them.
- e) Bidders should submit alongwith their Price Bids (not with Technical Bid) two (2) separate lists as under covering the items required to be imported by them for execution of the contract:
  - (i) **Proforma-A:** List of items for import against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022. Undertaking/Certificate for availing concessional rate of customs duty shall be issued by OIL on request from Contractor.
  - (ii) **Proforma-B:** List of items for import against which Customs Duty benefit is not applicable as per Notification No. 02/2022-Customs dated 01.02.2022. The applicable rate of customs duty as per tariff notified by Govt. as on the bid submission must be highlighted against each item of Proforma-B, so that the subsequent variation (increase or decrease) in customs duty, if any, shall be recovered or reimbursed by OIL as the case may be against documentary evidence. At the time of demobilization, the contractor shall have to submit an undertaking declaring that, they have passed on the benefits availed by them due to subsequent exemption/decrease in Customs Duty to OIL.
- f) The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those

equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

- g) The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.
- h) Contractor shall be responsible to import the equipment/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- i) The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

***Note:** The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.*

- 3)** Clause No. 13.1 of SCC (Special Conditions of Contract) stands amended as mentioned in Attachment-1 enclosed.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts (G)**  
**For General Manager – Contracts**

**ATTACHMENT-1**

<b>Sl. No.</b>	<b>Clause No.</b>	<b>Existing clause</b>	<b>Amended clause</b>
1.	SCC 13.1	<p><b>Equipment stuck in hole and fishing operations:</b> In the event any of the Contractor's equipment is stuck in the hole, the Contractor shall not release the cable head weak point without order by Company representative. If the stuck equipment could not be released as per normal procedure and Company decides to fish for the stuck equipment, then company shall assume entire responsibility for such operation. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations. However, it shall be the responsibility of the Contractor to provide fishing equipment required for the fishing operation. Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.</p>	<p><b>Equipment stuck in hole and fishing operations:</b> In the event any of the Contractor's equipment is stuck in the hole, the Contractor shall not release the cable head weak point without order by Company representative. If the stuck equipment could not be released as per normal procedure and Company decides to fish for the stuck equipment, then company shall assume entire responsibility for such operation. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations. However, it shall be the responsibility of the Contractor to provide fishing equipment required for the fishing operation. Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.</p> <p><b>NB: In case of Cable guided fishing operation where Contractor's equipment and manpower is also involved in the operation, the Company shall not assume responsibility for failure which is attributable to Contractor's equipment or to Contractor's part of the operation.</b></p>