



DIRECTORATE GENERAL OF HYDROCARBONS  
(Ministry of Petroleum & Natural Gas)  
OIDB Bhawan, Plot No. 2, Sector 73, Noida-201301, India.  
Phone: 0120-247 2000, Fax- 0120-247 2049.

**Addendum No. 1 dt. 08.02.2017 to**

Bid Document No. MM-11013(12)/7/2016-DGH/ENQ/061 for  
Rate Contract for Supply of IT Consumables to DGH, Noida, for 2 years.

Following new clauses are inserted in the tender. All other T&C remain unchanged.

**Under Clause No. 9 Bid Prices of Annexure-I**

9.5 Payment of Excise Duty and VAT/Sales Tax (on ultimate products) and payment of Service Tax on taxable services.

9.51 Payment of Excise Duty, VAT/Sales Tax (on ultimate products), and Service Tax (on taxable services, if any, which is part of scope of supply), as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account. In the case of "Two Bid" system where revised price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to SUPPLIER's/ Contractor's account.

9.5.2 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of submission of Price Bid/revised priced bid, as the case may be, as indicated above, but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

9.5.3 The bidder(s) will indicate separately in their bid the amount of Excise Duty and VAT/Sales Tax on ultimate finished product, as applicable at bidding stage, will be shown separately in the bid. Wherever the scope of supply involves rendering of any service alongwith supply of goods/materials, then bidder shall quote separate break-up for cost of goods and cost of services and accordingly quote Service Tax as applicable for the taxable services covered under scope of supply, clearly indicating the rate and the amount of Service Tax included in the bid and the classification of the respective service (as per Service Tax rules) under which the Service Tax is payable.

9.5.4 In case, the above information subsequently proves wrong, incorrect or misleading:-

a) DGH will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) DGH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

9.5.5 Any increase in 'net impact' of any variation in Excise Duty/VAT/Sales Tax/ Service Tax or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Excise Duty / VAT / Sales Tax / Service Tax during extended period of the contract/ supply order will be to the account of DGH.

**New Clause After Clause No. 17 in Annexure- III**

18. PAYMENT OF EXCISE DUTY, VAT/SALES TAX (ON ULTIMATE PRODUCTS), AND SERVICE TAX (ON TAXABLE SERVICES, IF ANY).

18.1 Payment of Excise Duty, VAT/Sales Tax (on ultimate products), and Service Tax (on taxable services, if any, which is part of scope of supply), as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account. In the case of "Two Bid" system where revised price bids are permitted after techno-commercial discussions, payment of these charges, as applicable on closing day of revised price bid, will be to SUPPLIER's/ Contractor's account.

18.2 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of submission of Price Bid but within the contractual delivery/completion period, the 'net impact' of any variation (both plus and minus) in the value of supply order / contract through increased / decreased liability of taxes/duties (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on inputs / input services) will be to the account of DGH.

18.3 Any increase in 'net impact' of any variation in Excise Duty/VAT/Sales Tax/ Service Tax or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease in 'net impact' of any variation in Excise Duty / VAT / Sales Tax / Service Tax during extended period of the contract/ supply order will be to the account of DGH.

HoD (MM), DGH