

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan – 786602, Assam, India
Website: www.oil-india.com

Corrigendum No. 2 to IFB No. CPG8895P19

Engineering, Fabrication and supply of Modular Packages Contract (MPC) for OCS at Nadua and GGS at East Khagorijan in Dibrugarh District, Assam

1. This Corrigendum is issued to notify the following:

a) Terms, conditions, specifications and stipulations of the Bidding Document shall stand modified to the extent indicated here below under column “Modified Clause” of **Annexure- I**.

b) Revised SOP is attached herewith as **Annexure- II**.

c) Proforma of Bank Guarantee towards Purchase Preference – Local Content is attached as **Annexure- III**

d) Extension of the Bid Closing/Technical Bid Opening date and date of sale of bid document as under:-

i) Bid Closing Date & Time : 27.09.2018, 11:00 hrs. IST.

ii) Technical Bid Opening Date & Time : 27.09.2018, 14:00 hrs. IST.

iii) Last Date & Time of Sale of Bid : 14.09.2018, 15:30 hrs. IST.

Document

2. All other terms and conditions of the tender remain unaltered.

3. All the prospective bidders are requested to regularly visit OIL’s website: www.oil-india.com and e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for further announcements/latest information related to this tender.

4. Bidder to submit this Corrigendum No. 02 along with **Annexure – I, II and III** duly signed & stamped in all pages as token of acceptance and shall upload this document in the un-priced folder of the e- bid.

Summary of modified terms, conditions, specifications and stipulations of the Bidding Document

SL. No	RFQ Section	Reference Clause	Subject	Type	Modified Clause
1	General Terms & Conditions	Clause 39	Performance Security	Correction	<p>Stands modified to read as under instead of existing: Quote- On receipt of notification of award from the Company, the successful Bidder (including MSEs, Public Sector undertakings and other Government bodies) shall furnish to the Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by the Company to) the Bidder as per Proforma-E or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India -Unquote</p>
2	Schedule of rates/prices (SOR/P) and Annexure III to Corrigendu		Schedule Payments of	Correction	Revised Schedule of Payments is attached herewith as Annexure-II .

	m No. 1				
3	ANNEXURE II- A		BREAK UP OF SCHEDULE OF RATES/PRICES	Correction	BREAK UP OF SCHEDULE OF RATES/PRICES (ANNEXURE II- A of bidding document) stands deleted.
4	Part 1	Note b of vii.2.2 of Clause 30.8	Purchase Preference Policy - linked with Local Content (PP - LC)	Correction	Stands modified to read as under instead of existing: Quote- In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per Proforma- A1 of Bidding forms. -Unquote
5	Part 1	Note c of vii.2.2 of Clause 30.8	Purchase Preference Policy - linked with Local Content (PP - LC)	Correction	Stands modified to read as under instead of existing: Quote- In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per Proforma- A1 of bidding forms. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier. -Unquote
6	Part 1	10.5 of Clause 30.8	Purchase Preference Policy - linked with Local Content (PP - LC)	Correction	Stands modified to read as under instead of existing: Quote- In pursuance of the clause No 39 above, towards fulfillment of Conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (as per Proforma T of Bidding forms) equivalent to the amount of PBG. -Unquote Proforma T is attached as Annexure- III.

SCHEDULE OF PAYMENTS

A. DOMESTIC BIDDERS
FOR SUPPLY OF PACKAGES

1. 10% of Package Material Price (SOR/P Item No. 1) against approval of documents and drawings identified in Contract at least in Code-2 and against submission of Advance Bank Guarantee (ABG) of equivalent amount.
2. 15% of Package Material Price (SOR/P Item No. 1) against placement of purchase order (accepted PO) for specified Major Equipment and Raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of Advance Bank Guarantee (ABG) of equivalent amount.
3. 10% of Package Material Price (SOR/P Item No. 1) against identification of specified Major Equipment and Raw materials at Contractor's works (as already identified above in Sl No.2) and against submission of Advance Bank Guarantee of equivalent amount. Identification of all such items will be based on TPI engaged by EPCM on behalf of OIL.
4. 40% of Package Material Price (SOR/P Item No. 1) against submission of despatch documents (along with copy of LR/GR and IRN) together with full taxes, duties and transportation charges.
5. 2% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/ Documents/ Data/ Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents (to be identified during kick off meeting, if not specified in bidding documents)
6. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project works (by others)
7. Payment for item No. 2 in SOR/P shall be limited to quoted price against submission of relevant documents.

Note:1 If the payment is not claimed as per item .No.1, 2& 3 above on account of non submission of ABG, the payment can be claimed for item no 1, 2, 3&4 together against despatch documents.

Note:2 All Advance Bank Guarantee submitted against Sl No. 1, 2 and 3 shall be till receipt of Package Materials at site plus 3 months claim period

FOR ASSOCIATED SERVICES/WORKS

1. Supplier's Services/Works: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning: 2% of Package Material Price (SOR/P Item No. 1) will be paid after PGTR.
2. Training: 1% of Package Material Price (SOR/P Item No. 1) on successful completion of Training as per bidding documents, duly certified by Consultant/Owner

B. FOREIGN BIDDERS

FOR SUPPLY OF PACKAGES

1. 10% of Package Material Price (SOR/P Item No. 1) against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2 against submission of advance Bank Guarantee of equivalent amount through Wire Transfer.
2. 15% of Package Material Price (SOR/P Item No. 1) against placement of purchase order (accepted PO) for specified Major Equipment and Raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount through Wire Transfer.
3. 10% of Package Material Price (SOR/P Item No. 1) against identification of specified Major Equipment and Raw materials at Contractor's works (as already identified against above Sl. No.2) and against submission of Advance Bank Guarantee of equivalent amount through Wire Transfer. Identification of all such items will be based on TPI engaged by EPCM on behalf of OIL.
4. 40% of Package Material Price (SOR/P Item No. 1) against on-board Bill Of Lading and other shipping and negotiation documents through irrevocable Letter of Credit (L/C)
5. 2% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/Documents/ Data/Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents Through Wire Transfer
6. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project works (by others)
7. Payment for item No. 2, 3 and 4 in SOR/P shall be limited to quoted price against submission of relevant documents, through Wire Transfer.

Note:1 In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 40% against shipping documents shall be split in 5% + 35% and 5% shall be paid after receipt of material at Project site through Wire Transfer.

Note:2 If the payment is not claimed as per item no.1,2&3 above on account of non submission of ABG, the payment can be claimed for item no 1,2,3&4 together against despatch documents through Wire Transfer for item no 1, 2&3 and through L/C for item no 4.

Note:3 All Advance Bank Guarantee submitted against Sl No. 1, 2 and 3 shall be till receipt of Package Materials at site plus 3 months claim period

FOR ASSOCIATED SERVICES/WORKS

1. Supplier's Services/Works: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning: 2% of Package Material Price (SOR/P Item No. 1) will be paid after PGTR. Payment through Wire Transfer
2. Training: 1% of Package Material Price (SOR/P Item No. 1) on successful completion of Training as per bidding documents, duly certified by Consultant/Owner. Payment through Wire Transfer

GENERAL NOTES:

- (i) 1ST Milestone payment shall be released only after receipt of Performance Bank Guarantee (PBG)
- (ii) Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorata shall not be on part of equipment.
- (iii) In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- (iv) Payment to Indigenous SUPPLIER's shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERS, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through Wire Transfer.
- (v) Irrevocable Letter of Credit shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Performance Bank Guarantee.

(vi) Irrevocable Letter of Credit (L/C) for payment to Foreign SUPPLIERS shall be established in favour of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 60 days of receipt of acknowledgement of LOA and receipt of PBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier's account. In case L/C extension is required due to delay in delivery for reasons not attributable to Owner, L/C extension charges shall be to Seller's account.

(vii) All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.

(viii) All bank charges of respective bankers shall be to respective account.

(ix) Supplier shall submit Billing Schedule, wherever applicable, within three weeks of award for OIL/Consultant approval. Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager.

(x) In case site is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the same shall be released on submission of additional Bank Guarantee of equivalent amount. The validity of the BG will be till the successful completion of Commissioning and PGTR of the project works (by others).

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Annexure – III to Corrigendum No. 2

PROFORMA- T

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____ Dated _____

To

Oil India Limited

India

Dear Sirs,

1. In consideration of _____
(hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures)

_____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. /US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee). Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of Attorney
No. _____
Dated _____

*****End of Corrigendum No.2*****