

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 CPI7204P22

**Engineering, Procurement, Fabrication, Supply, Transportation, Installation/
Erection and Commissioning Assistance of Modular Electric Heater at Field
Gas Gathering Station (FGGS) Baghjan, in Upper Assam**

1. This Corrigendum is issued to notify the following:
 - A. The PGTR referenced in the clause no 1.9 & 3.1 scope of work & clause 1.9.1 (z)&(ll) &(nn) of VOL 1 Part 3 section II (TOR) and clause 7(ii)(k) of VOL 1 Part 3 section III (SCC) shall be read as following:
 - I. Steady State Operation will be for 48 hrs.
 - II. PGTR mentioned as 72 HRS in TOR and elsewhere shall be read as Package PGTR and shall be executed for 72 hours after successful commissioning of the package and completion/commissioning of entire FGGS facilities. The commissioning of the package shall start after the package has obtained uninterrupted 48 hrs of steady state operation.
 - III. Package O&M shall be for one month and shall start after the Plant PGTR has been completed in a comprehensive manner (Plant PGTR is different from Package PGTR. Package PGTR shall be done by the bidder and Plant PGTR will be done by other party).
 - B. NIT including 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**.
 - C. Revised schedule of payment is uploaded as attached in **Annexure- II**.
 - D. Revised Integrity Pact is uploaded as attached in **Annexure- III**.
2. Extension of the last date of online registration and extension of Bid Closing/ Technical Bid Opening Date as under:
 - (i) **Last day for online registration in OIL’s e-tender portal (For new vendors)** : 27.07.2021, 15:30 hrs. IST.
 - (ii) **Bid Closing Date & Time** : 03.08.2021, 11:00 hrs. IST.
 - (iii) **Technical Bid Opening Date & Time** : 03.08.2021, 12:30 hrs. IST

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

4. 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.

Annexure- I to Corrigendum No. 2 to CPI7204P22

STATEMENT SHOWING EXISTING VIS-À-VIS MODIFIED PROVISIONS OF TERMS & CONDITIONS, SPECIFICATIONS IN VARIOUS SECTIONS OF BIDDING DOCUMENT

SL No.	RFQ Section	CLAUSE NO.	Type	EXISTING PROVISION/QUERY	MODIFIED PROVISIONS
1	VOL I SCC/ TOR	Clause no 1.9 scope of work & clause 1.9.2 (u)&(x) of VOL 1 Part 3 section II (TOR) and clause 7(ii)(k) of VOL 1 Part 3 section III (SCC)	Clarification	Clarification on PGTR and O&M Schedule	<p>I. Steady State Operation will be for 48 hrs.</p> <p>II. PGTR mentioned as 72 HRS in TOR and elsewhere shall be read as Package PGTR and shall be executed for 72 hours after successful commissioning of the package and completion/commissioning of entire FGGS facilities. The commissioning of the package shall start after the package has obtained uninterrupted 48 hrs of steady state operation.</p> <p>III. Package O&M shall be for one month and shall start after the Plant PGTR has been completed in a comprehensive manner (Plant PGTR is different from Package PGTR. Package PGTR shall be done by the bidder and Plant PGTR will be done by other party).</p>
2	VOL I BEC/BRC	E. PURCHASE PREFERENCE POLICY (IES): 1. Purchase Preference to Micro and Small Enterprises:	Clarification	Clarification on various Criteria applicable to MSE bidders.	Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16TH June'2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of December, 2021.

					<p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:</p> <ul style="list-style-type: none"> i. Udyam Registration Number with Udyam Registration Certificate. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME. <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>
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ANNEXURE- II to Corrigendum No. 2 to CPI7204P22

A) SCHEDULE OF PAYMENTS:

FOR SUPPLY, ERECTION & COMMISSIONING 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 placement of sub-order for specified major 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.
2. 10% of Package Material Price (SOR/P Item No. 1) against identification of raw materials at Contractor's works (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount.
3. 50% of Package Material Price (SOR/P Item No. 1) against receipt of materials at site (along with copy of LR/GR and IRN), provide all the documents are approved in code 1. Details of spare parts with supply for Startup , Commissioning, 1 year mandatory spare & 2 years O&M spares list with price.
4. 10% of Package Material Price (SOR/P Item No 1) against successful completion of site erection, installation of complete package upon obtaining mechanical completion certificate.
5. 10% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project work, and on successful completion of Training as per bidding documents.
6. 5% 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)
7. 5% of Package Material Price (SOR/P Item No. 1) on successful completion of Operation and maintenance of GDU Package for one month after successful commissioning and PGTR of the entire plant.
8. Payment for item No. 2 in SOR/P shall be limited to quoted price against submission of relevant documents. To be paid along with material payment under milestone no 3. of (SOR/P Item No. 1)

Note: If the payment is not claimed as per item No.1 & 2 above on account of non-submission of Advance Bank Guarantee (ABG), the payment can be claimed for item no 1, 2 together against dispatch documents. If ABG is submitted for payment of item No. 1 & 2 then the same shall be returned after completion of activities in item No. 3 above

GENERAL NOTES:

- (i) 1st milestone payment shall be released only after receipt of Performance Bank Guarantee (PBG)
- (ii) In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties, Amount paid on account of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- (iii) Payment shall be released through Electronic Clearing System (ECS).
- (iv) All bank charges of respective bankers shall be to respective account.
- (v) Bidders to arrange for necessary/applicable road permits/e-way bill for every dispatch.

ANNEXURE- III to Corrigendum No. 2 to CPI7204P22

MODIFIED IP DOCUMENT

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground,

including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

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For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .