

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

**CORRIGENDUM NO. 1 DATED 29.02.2020 to E-TENDER NO. CDG3620P20 for ‘Hiring of Gas Compression services on Build Own and Operate Basis (BOO) for collection of LP Gas in 08 (Eight) installations for a period of 04 (four) years with provision for extension by another 01 (one) year’.**

---

This Corrigendum is issued to notify the following changes:

1. Extension of dates:
  - Last Date of Bid Submission extended up to **24.03.2020 (11:00 Hrs IST)**
  - Last Date of Bid Opening extended up to **24.03.2020 (14:00 Hrs IST)**
2. The following document has been newly uploaded in the “Amendments” folder in E-portal:
  - Annexure-V Integrity Pact
3. The following document has been newly uploaded in the “Notes and Attachments” folder in E-portal as replacement of Proforma-B:
  - Proforma-B (revised)
4. Clause No. 3.0, a) of PART-3, SECTION-II, of Scope of Work/Terms of Reference/Technical Specification has been modified as listed below:

Existing Clauses	Modified Clauses
<p><b>Category-I (40,000 SCMD):</b> There shall be 01 (one) no installations with total compression capacity of 40,000 SCMD having 01 (one) unit of capacity 40,000 SCMD per unit tentatively at Hatilai area. The compressors are to be designed as per following parameters:</p> <p>Inlet pressure: 1.0 Kg/Cm<sup>2</sup>g (Max : 2.0 Kg/Cm<sup>2</sup>) Outlet pressure: 25.0 Kg/Cm<sup>2</sup>g (Min : 20.0 Kg/Cm<sup>2</sup>) Compression capacity: 40,000 SCMD (Min : 20,000 SCMD) Inlet Temperature: 20 to 45 degree C Outlet Temperature (Max): 40 Deg C Ambient Condition: Tropical Dusty Ambient Temperature: 05 to 42 Deg C Capacity control: By pass control system</p>	<p><b>Category-I (40,000 SCMD):</b> There shall be 01 (one) no installations with total compression capacity of 40,000 SCMD having 01 (one) unit of capacity 40,000 SCMD per unit tentatively at Hatilai area. The compressors are to be designed as per following parameters:</p> <p>Inlet pressure: 1.0 Kg/Cm<sup>2</sup>g (Max : 2.0 Kg/Cm<sup>2</sup>) Outlet pressure: 25.0 Kg/Cm<sup>2</sup>g (Min : 20.0 Kg/Cm<sup>2</sup>) Compression capacity: 40,000 SCMD (Min : 20,000 SCMD) Inlet Temperature: 20 to 45 degree C Outlet Temperature (Max): 49 Deg C Ambient Condition: Tropical Dusty Ambient Temperature: 05 to 42 Deg C Capacity control: By pass control system</p>

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

---

**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 suspicions 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 credibility 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

#### **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-Contractors.

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 11 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 intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1:  
.....

Witness 2:  
.....

Place. Duliajan  
Date . .....

SCHEDULE OF RATES								Proforma - B (REVISED)	Categories	[CHECK COLUMN] TO CHECK THIS COLUMN AND ENSURE THAT ALL THE CELLS ARE SHOWN AS OK TO ENSURE CORRECTNESS
TENDER NO:			CDG3620P20				Name of the Bidder			
TENDER DESCRIPTION:			Hiring of Gas Compression services on Build Own and Operate Basis (BOO) for collection of LP Gas in 08 (Eight) installations for a period of 04 (Four) years with provision for extension by another 01 (One) year.				Currency of Quote			
Sl. No	Description of Job/ Item	Unit	Quantity	Rate (Per Unit)	Amount (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage Select From Drop Down List	TOTAL (A) including GST rate		
			A	B	C= A x B		D	E= C + (%age of D on C)		
1	FIXED INSTALLATION RENTAL CHARGES, Category-I (for 01 unit)	FSM (fixed charge/set/month)	48		0.00			0.00	T1	TO QUOTE
2	VARIABLE COMPRESSION CHARGES, Category-I (for 01 unit)	TM2 (kilo cubic meter at standard condition)	58400		0.00			0.00		TO QUOTE
3	FIXED INSTALLATION RENTAL CHARGES, Category II (for 07 units)	FSM (fixed charge/set/month)	336		0.00			0.00	T2	TO QUOTE
4	VARIABLE COMPRESSION CHARGES, Category-II (for 07 units)	TM2 (kilo cubic meter at standard condition)	204400		0.00			0.00		TO QUOTE
5	FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-I (for 01 unit)	FSM (fixed charge/set/month)	36		0.00			0.00	T3	TO QUOTE
6	VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-I (for 01 unit)	TM2 (kilo cubic meter at standard condition)	43800		0.00			0.00		TO QUOTE
7	FIXED INSTALLATION RENTAL CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-II (for 01 unit)	FSM (fixed charge/set/month)	36		0.00			0.00	T4	TO QUOTE
8	VARIABLE COMPRESSION CHARGES FOR ADDITIONAL COMPRESSOR SERVICE, Category-II (for 01 unit)	TM2 (kilo cubic meter at standard condition)	21900		0.00			0.00		TO QUOTE
9	RELOCATION OF INSTALLATION, Category-I	LSM (Lumpsum)	1		0.00			0.00		TO QUOTE
10	RELOCATION OF INSTALLATION, Category-II	LSM (Lumpsum)	1		0.00			0.00		TO QUOTE
				TOTAL(T) (Excluding GST)	0.00		TOTAL(T) (Including GST)	0.00		
<b>NOTES</b>										
1	The fixed installation rental charge of each category (T1, T2, T3, T4) must not exceed 70% of the sum of the fixed installation rental charge and variable compression charge for that category, e.g fixed installation rental charge in T1 <= 70% of (fixed installation rental charge in T1 + variable compression charges in T1).									
2	Bidder to ensure that all the cells under 'CHECK COLUMN' are shown as 'OK' [Blue box] before submitting their price bid. Offers with any of the cells not shown as 'OK' under the 'CHECK COLUMN' shall not be considered for evaluation.									
3	Fixed Installation Rental Charges shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract									
4	Variable compression charges shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit as per gas quantity measured by the flow meter and certified by the representative of both OIL and the Contractor									
5	Fixed Installation Rental Charges for additional compressor service shall be payable to the Contractor on monthly basis after satisfactory operation of the compressor package as per the contract									
6	Variable compression charges for additional compressor service shall be payable to the Contractor on the basis of actual quantity of gas compressed and delivered at the compressor station battery limit									
7	Lumpsum one time installation charge shall be paid to the Contractor after successful relocation of the service to new location as per contract complying all the technical and statutory requirements to the satisfaction of OIL at the new location									
8	Bidder to categorically mention the currency of the quote.									
9	Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.									
10	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.									
11	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.									
12	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST).									
13	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.									
14	Price Bid without giving any of the details of the taxes (GST) (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.									
15	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.									