

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

Corrigendum No. 1 to IFB No. SDG7383P18

**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) Replacement of the existing Integrity Pact with Modified Integrity Pact as per attached **Annexure -1**
 - b) Clarifications to bidders' Queries as per attached **Annexure-2**
 - c) Modification of existing PP-LC clause as per attached **Annexure-3**
 - c) Extension of the Bid Closing/Technical Bid Opening date as under :-
 - i) **Bid Closing Date & Time** : 02.05.2018, 11:00 hrs. IST.
 - ii) **Technical Bid Opening Date & Time** : 02.05.2018, 14:00 hrs. IST.
 - iii) **Last Date & Time of Sale of Bid Document** : **25.04.2018, 15:30 hrs. IST.**
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.

Annexure- 1 to Corrigendum No.1

ANNEXURE – B : INTEGRITY PACT (Modified)

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 co-operates with the renowned international Non-Governmental Organisation "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 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 cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption 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.

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 undertakes to demand 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/Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, 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 Sub-contractors. 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.

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 clauses 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

Place: Duliajan.
Date : .

Witness 1 :

Witness 2 :

**ANNEXURE- 2 to
Corrigendum No. 1**

MPC-2 Bidders Pre Bid Queries Summary			
SI No	Bid Reference	Bidder's Queries	OIL/Consultant's Responses
1	ITB& GTC	Kindly confirm if Agent can Submit Bid Security & Performance Security on behalf of principal.	Not Acceptable
2	ITB& GTC	Kindly confirm if Agent Can Submit Bid Security on behalf of principal. The performance Security will be submitted by Principal after award of contract.	Not Acceptable
3	BEC	Kindly elaborate if bidder needs to have Separation - Gas Compression - Crude Dehydration together in the same project or either of one is acceptable.	All three systems should be in the same project.
4	BEC	Kindly confirm if single PO having Value of 18.23 million but executed within a span of two years is acceptable for qualification.	Acceptable
5	BEC	Can a bidder having head office & manufacturing in Europe give prices from Malaysia / Singapore / UAE from the associated & approved fabrication facility.	Bid should be submitted by one international or domestic entity which is responsible for every aspect of bidding.
6	Special Conditions of Contract	Kindly advise specific Taxation clauses to be followed by overseas bidder with reference to GST / IT rules & regulations.	GST shall be paid by OIL. Other IT rules are as applicable. Refer relevant GOI norms.
7	Special Conditions of Contract	As equipments are for ML / PEL area kindly advise if GST will be applicable for foreign bidder.	GST shall be paid by OIL.
8	Special Conditions of Contract	Need confirmation of the time frame for technical document approval by OIL, post order and if there would be any hold on manufacturing till approvals received from OIL. Further any possible delays from OIL side on document approvals will those days be added to the delivery date without LD.	Bidders query is being reviewed.
9	Special Conditions of Contract	Can the bidder expect to paid the mile stone payment 5 (after commissioning & PGTR) against issuance of a BG for the same period as per tender required for the PGST.	Can not.
10	Special Conditions of Contract	In case of a Foreign Bidder who would be interested to get all equipment's manufactured in India, would the EC have the name of the their Sub Contractor, by this it would be possible for the Fabricator to avail Duty benefits on Behalf of the Foreign Bidders. The point has relevance not only to any kind of duty exemptions but also is important considering the Delivery Schedule.	EC will be issued to the bidder.

11	BEC	From the equipment specification it seems compression is a smaller part of the entire project hence would the experience of the Bidder for Crude Separation and Stabilization be considered, excluding the Compression. It is very rare that for package supply vendors compressors would be a part as compressors would be a direct client bought out.	Refer BEC criteria.
12	BEC	“AT least One Project” – Kindly clarify / Confirm, If Bidder has the needed commercial value experience of ONE Project but order’s from 2 or 3 different EPC contractors would the combined order values be considered. We like to add the combination would be of ONE project only as required, but as many projects overseas are of such high value, mostly of the End User / EPC contractor generally would split the work to companies as Oil Train / Water Treatment / Gas Processing / SRU.	Refer BEC criteria.
13	BEC	We have a wholly owned subsidiary (WOS) of same name, in Middle east and our balance sheet is a combined balance sheet as per governing laws of the country. Most of the orders for Packages are placed are on our WOS and manufacturing is done in India and Middle east. In such a case we would like to seek confirmation that our bid from India would be accepted as that would be beneficial for the delivery of the project.	Bid should be submitted by one international or domestic entity which is responsible for every aspect of bidding.
14	Special Conditions of Contract	Kindly be extended from existing 10 months @ Site to a bare minimum of 10 months Ex works + 6 weeks To site = 11 Months 2 weeks. The 6 weeks would be required as transit period if equipment built over seas Middle east or Far east would be 2 to 3 weeks & Further 2 weeks considered for road transport.	Bidders query is being reviewed.
15	Special Conditions of Contract	Kindly extend the bid submission date by 2 to 3 weeks	Bidders query is being reviewed.
16	TOR	Confirm the fiscal Metering is Required / Requirement of Flow Computer and Location of Flow Computer	Fiscal metering is not required.
17	TOR	OIL'S Approved Vendor List to be provided.	OIL doe not maintain an approved vendor list. Please refer vendor selection criteria in the tender for choosing vendors
18	TOR	Owners Vendor Holiday List to be provided	Refer OIL website.
19	TOR	Kindly suggest if PGTR Duration of 72 Hrs is acceptable.	PGTR will be for one month.

20	Vol: II Technical	Actuator Operated Lovures are shown for produced water cooler where as Outlet temperature of Produced Water is controlled by VFD. Please specify Lovure Control i.e Input / Output Signlas to/From Lovure Actuator	Please follow P&ID.
21	TOR	Kindly suggest if MPCC can provide CCOE APPROVALS instead of DGMS approval for all the electrical and instrumentation items as specified in clause 10.0.	Please follow statutory norms.
22			
23	ITB & GTC	Bid Bond :- We see that there is a requirement form bid bond of USD 220,000/- . We are ok with providing the same however the bond wording is subjected to our bank review . We would like know whether the wording can be mutually discussed and agreed.	Please forward the rvised wording for review.
24	Special Conditions of Contract	10 months delivery on site is very difficult considering the amount of engineering and manufacturing needed. We will review this in detail and submit our best delivery with offer. Will this be acceptable or will Oil India dis qualify bidders not meeting the 10 months .	Contractual duration is not intended to be increased,as it is believed that package delivery is possible within 10 months.
25	Special Conditions of Contract	With the amount of work needed to prepare a technically compliant and commercially best offer we think the bidding time is short. We would need extension of atleast 6 weeks.	Bidders query is being reviewed.
26	BEC	Modifiction in BEC Technical Criteria 1.1 requested.	Modification not accepted.
27	BEC	Requested for acceptance of bids from Consortium	Bids from consortiums are not accepted.
28	Special Conditions of Contract	In view of higher quantum of work and cost of the modules ,we need to have advance around 20 % to take care of advance payments to vendors and carry out engineering etc. Please allow for the non interest bearing advance payment. We shall furnish BG for the same.	Not allowed. Please follow tender terms.
29	BEC	Vol 1 part 2 BEC Clause no 7 . The tender mentions the Customs Duty (CD) applicability is NIL. We assume that the good/modules/packages imported will also have CD exemption. Please inform which documents will be given to avail NIL CD to the successful Bidder.	Affirmative
30	Third Party Inspection	Please clarify third party inspection is the scope of Contractor or OIL.	Third party inspection is in the scope of EPCM
31	Inspection Release Note	Who will be responsible for the expenses for the presence of third party inspection agency / purchaser / consultant for inspection before shipping.	EPCM will bear the expenses for the presence of Third party inspector.

32	Material Handling Equipment	Please define the material handling required for this package. We propose the material handling to be provided by site contractor to minimize skid size.	Contractor understanding is not correct. Material handling requirement for equipment maintenance within the package is in contractor scope. Unloading of package at site , will be done by others.
33	Deluge system	We propose to have the deluge system built at site to minimize the skid size	Deluge system comprising of Deluge piping with spray nozzles and instrument air piping with Quartzoid bulb (QB) detectors and automatic deluge valves is in MPC2 Contractor scope and shall be shipped as integral part of the package.
34	Fire extinguisher	We propose the fire extinguisher to be installed at site to minimize the skid size	Fire extinguisher shall be loosely supplied and further it shall be installed at site by MPC-2 contractor.
35	Fire & Gas Detectors	We propose to have the fire&gas detectors to be installed at site to minimize the skid size	Contractor proposal is not accepted.
36	Spares and Special Tools	We understand that the start-up and commissioning spares to be included in the base scope and a priced 2 years operational spares list to be provided as optional. Please confirm	Confirmed. Special tools and tackles shall also be included in base scope.
37	Access platform, ladders, stairways	We understand this is applicable to our scope within the skid only. Please confirm.	confirmed.
38	Consumables	Please clarify if we are to include consumable or just submit consumable list.	Contractor shall Include consumable also in their base commercial offer
39	Documentation	This section requires contractor to submit 5 hard copies of all document for review/approval. We propose to keep this requirement only for final documentation, to expedite the project progress. All documentation during project execution will be submitted electronically.	MPC contractor shall provide six (6) sets of final approved documents and laminated drawings and 3 sets of soft copies (2 copies in CD-ROM and 1 copy in Flash Drive) of all the Final/As-Built documents listed in the minimum document requirement list.
40	Safety Study	Please confirm the safety study including HAZOP, HAZID, SIL, Fire&Gas mapping and etc. will be provided by OIL.	HAZOP and Fire & Gas mapping are in contractor responsibility.
41	Insulation type	We would like to propose using rockwool with aluminum cladding for insulation	Tender requirements prevail.

		material instead of cellular glass and elastomeric material.	
42	Design Margin	Has the HMB included the design margin stated in section 6.0 of the Process Description?	No design Margin is considered in HMBT. Contractor to follow the design margin specified in the Process Design Basis/Process description.
43	Scope split	To better define the scope split between packages, may we propose to demarcate the package boundary in the PFD.	Scope split is clearly mentioned in the tender. Any specific queries can be clarified.
44	Heat & Mass Balance (HMB)	Please send the HMB in excel.	Will not be provided.
45	Vessel Size	No slug volume is required for the vessels. Please confirm.	No Slug volume is required.
46	Closed Drain System	The P&ID shows closed drain system to be under package MPC-15/10, while it is indicated in the bid document to be under MPC-2. Please clarify.	Closed drain system is part of MPC-2. Please refer P&ID 17039-EK-P-DW-0216-02, Rev B the closed drain system within the skid is indicated as MPC2 scope only.
47	Produced Water Cooler (EK/ND-HAL-A/B-1080)	Please clarify if Produced water cooler fall under scope of supply for package MPC-2 as the P&ID do not show the package number.	Produced water cooler fall under scope of MPC-2.
48	Approved Vendor List & Country	Please advise if there is any approved vendor list and countries for this project.	No approved vendor list and countries are available. However contractor to select prospective vendors who meet the eligibility criteria specified in the tender. Contractor to submit the sub vendor list and the credentials along with the offer for EPCM/OIL approval.
49	e-Portal User Manual	We are not able to download the e-portal user manual	Please log out, delete cookies, temporary internet files, re-login and click on published tab .
50	Extension of submission	We would like to ask for submission extension till May 17 th .	Bidders query is being reviewed.

ANNEXURE- 3 to Corrigendum No.1

Sl. No.	Tender Reference	Existing Clause	Modified Clause
1	Section I : ITB & GTC		
	30. COMPARISON OF OFFERS	30.8 Other Conditions Related to Bid Evaluation:	30.8 Other Conditions Related to Bid Evaluation:
		<p>vii. OIL/Consultant shall allow Purchase Preference Policy - linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG in this tender. Bidders seeking benefits, under this Policy (linked with Local Content) (PP-LC) shall have to comply with all the relevant provisions and shall submit relevant undertakings / documents applicable for this policy as specified below:</p> <p>1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PPL Cor MSE policy. If a bidder seeks free of cost tender document or exemption in submitting Earnest Money Deposit / Bid Security under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.</p>	<p>vii. OIL/Consultant shall allow Purchase Preference Policy - linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG in this tender. Bidders seeking benefits, under this Policy (linked with Local Content) (PP-LC) shall have to comply with all the relevant provisions and shall submit relevant undertakings / documents applicable for this policy as specified below:</p> <p>1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. <u>Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.</u></p>