

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

CORRIGENDUM

Addendum No.3 to IFB No. CDG5132P18

This Addendum No. 3 dated 07.09.2017 to IFB No. **CDG5132P18** for 'Carrying out reconnaissance and detailed pipeline route survey and develop geographic information system (GIS) Mapping of its entire pipeline network in OIL's operational areas in Upper Assam Basin' is issued to notify few changes in BEC, General Conditions of Contract(GCC), Scope of Work & Technical Specification, Schedule of Rates(SOR), Priced Bid Format and Instructions To Bidders (ITB) of the bid document arising out of discussion in pre-bid conference held at Duliajan on 17.07.2017 and also to notify extension of the Selling Date and Bid Closing / Technical Bid Opening date as follows:

- | | |
|-------------------------------|---|
| i) Last Date of Selling Date | : 12 th September, 2017 |
| ii) Bid Closing Date & Time / | : 19 th September, 2017 (11.00 Hrs, IST) / |
| Tech. Bid Opening Date & Time | : 19 th September, 2017 (14.00 Hrs, IST) |

The changes in the bid documents are given as **Annexure-AA** to this page. Bidders are requested to take note of the same while preparing and submitting their offer. All other terms and conditions of the bid document remain unchanged.

(S BORA)
Manager-Contracts

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Clause No.	Existing Clauses	Modified Clauses
Clause A (1) Pg No:20 under BEC	Bidder should have Arc GIS server License in their name.	Bidder should have experience of successfully executing at least one order for licensed GIS software including hardware, during last seven (7) years preceding the original bid closing date of the tender. The supplied GIS software must conform to Open in nature i.e. it must accept all standard GIS/Spatial referenced data formats like Arc/INFO, Arc View, MapInfo, ORACLE Spatial files and vector maps in standard CAD formats like AutoCAD, Micro-station etc.
Clause A (5.0) Page 20 under BEC	5.0 Bidder should have successfully executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last Seven (07) years from the original stipulated bid closing date of tender.	5.0 Bidder should have successfully executed the processing of 3D High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last Seven (07) years from the original stipulated bid closing date of tender.
Clause A (12) Pg No:22 under BEC	12.0 The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish their experience/track record and financial capabilities meeting above Bid Evaluation Criteria: a) In compliance of Technical BEC, bidder must submit copy of Arc GIS license and copy of Contract/Work order executed in the last Seven (07) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts.	12.0 The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish their experience/track record and financial capabilities meeting above Bid Evaluation Criteria: a) In compliance of Technical BEC, bidder must submit copy of ArcGIS GIS license and copy of Contract/Work order executed in the last Seven (07) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts.
Clause 15.0 Page no. 23 under BEC	15.0 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of technical bid opening of the tender) who does not meet financial criteria as mentioned in above Clause No 14.0 by itself and submits his bid based on the financial strength of his promoter company, then promoter company must have annual turnover of at least of Rs.3.47 Crores (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. The Net Worth of the promoter company is to be positive for preceding financial / accounting year. The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid: (i) Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would	- Clause to remove completely-

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	financially support the newly formed company for executing the project/job in case the same is awarded to them, and (ii) Documents in support that the bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of technical bid opening of the tender.	
Clause No. 16.0 Page no. 23 under BEC	16.0 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid: (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company. (ii) Corporate Guarantee on parent / ultimate parent / holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and (iii) The bidder is a 100% subsidiary company of the parent / ultimate / holding parent company. (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date"	16.0 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid: (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company. (ii) 'Corporate Guarantee' from their Parent/Ultimate Parent/Holding Company [as per format enclosed as Annexure-VI(c)] by the authorized officials. (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company. (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date
Clause 2 Pg No:46 under Scope of Work and Technical Specification	OIL has already carried out route survey of some of the pipelines. The surveyed data is available in different formats like AutoCad and SHP file format which needs to be plotted, convert into a compatible format and integrate the same in the GIS system. Therefore the tendered quantity of 250 Km of RoW/RoU length is to be surveyed and mapped in the web based GIS system.	OIL has already carried out route survey of some of the pipelines. The surveyed data is available in different formats like AutoCad and SHP file format which needs to be plotted, convert into a compatible format and integrate the same in the GIS system. Therefore the tendered quantity of 250 Km of RoW/RoU length having a width of 15 metre which contains Steel pipelines is to be surveyed and mapped in the web based GIS system.

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Clause No. 2.0 Sub-no.1 Pg No:46 under Scope of Work and Technical Specification	To develop the route maps including the alignment of the pipelines having normal operating pressure of 15 PSIG or more inclusive of crossings, TPs, Mainline valve locations, Scrapper Traps, Well Locations, Field Installations, and Customer Off take points.	To develop the route maps in 3D features including the alignment of the pipelines in the Corridor width of 15 metre ROW having normal operating pressure of 15 PSIG or more inclusive of crossings, TPs, Mainline valve locations, Scrapper Traps, Well Locations, Field Installations, and Customer Off take points.
Clause No. 2.0 Sub-clause 5 Page 46 under Scope of Work and Technical Specification	5. Collection of cadastral maps and digitations.	5. Collection of cadastral maps and digitations. Collection of Revenue maps at Circle/Village/Ward level excluding Patta numbers, Dag Numbers and ROR and digitations of the same.
Clause No. 2.0 Page 47 (first para) under Scope of Work and Technical Specification	<p>The job broadly includes but not limited to the following:</p> <p>Processing of High Resolution Satellite, Exterior orientation of High Resolution Stereo Satellite Images (HRSI) by establishing ROU/ROW control points as required using DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 0.5 km along the pipeline on existing permanent structure, post processing, geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor/RoW. Identification of OIL pipeline (Underground & Over ground) through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work. Depths have to be recorded for each pipeline separately in parallel pipelines in same RoU/RoW. Conducting GPS based survey for mapping of permanent installations including internal assets. Providing the pipeline POI (Point-of-Interest) in ROU/ROW corridor along with installations such as OCSs (Oil Collecting Stations), GCSs (Gas Compressor Stations), FGGS (Field Gas Gathering Stations), Tank farms, Water injection stations, LPG plant and other small/nearby installations in the field such as QPS/EPS and well head set-up etc. Geospatial features of the area [such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital details etc.]</p>	<p>The job broadly includes but not limited to the following:</p> <p>Processing of 3D-High Resolution Satellite, Exterior orientation of High Resolution Stereo Satellite Images (HRSI) by establishing ROU/ROW control points as required using DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 01 km along the pipeline on existing permanent structure, post processing, geometric / radiometric correction, Digital Terrain Model (DTM) generation with 01 metre contour interval, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor/RoW. Identification of OIL pipeline (Underground & Over ground) through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work. Depths have to be recorded for each pipeline separately in parallel pipelines in same RoU/RoW. Conducting GPS based survey for mapping of permanent installations including internal assets. Providing the pipeline POI (Point-of-Interest) in ROU/ROW corridor along with installations such as OCSs (Oil Collecting Stations), GCSs (Gas Compressor Stations), FGGS (Field Gas Gathering Stations), Tank farms, Water injection stations, LPG plant and other small/nearby installations in the field such as QPS/EPS and well head set-up etc. Geospatial features of the area [such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital details etc.] so as to visually represent the geographical locations along with Source of Crude Oil delivery lines, flowlines/gas lift/water injection/water disposal lines</p>

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	<p>so as to visually represent the geographical locations along with Source of Crude Oil delivery lines, flowlines/gas lift/water injection/water disposal lines from/to individual wells, Gas supply & existing customers Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (ROU) & Right of Way (ROW) such as Kilometer Posts, Turning points (TP), CP Test Lead points (TLP), Isolation Valves, Pipeline Stations/Offices, Pipeline Crossings etc. on top of the map. Supply & installation of pipeline marker (RCC pillars) for Control Point Establishment in every 1 km Interval will be under scope of the vendor. Providing map based query/search features for obtaining information along the pipeline ROU/ROW corridor and RoW for effective maintenance and disaster management control. This GIS is to be developed in such a fashion that there is a complete scope for horizontal and vertical expansion for the system growth and Integration. These pipelines need to be geographical boundaries on Indian map with insertion up to local coordinates. The route map must feature layers having the following attributes:</p> <p>a. Land data- the layer will contain all land records like cadastral maps and surveys. Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor. Also Geo referencing, Stitching, Mozaicing the cadastral map.</p>	<p>from/to individual wells, Gas supply & existing customers Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (ROU) & Right of Way (ROW) such as Kilometer Posts, Turning points (TP), CP Test Lead points (TLP), Isolation Valves, Pipeline Stations/Offices, Pipeline Crossings etc. on top of the map. Supply & installation of pipeline marker (RCC pillars) for Control Point Establishment in every 1 km Interval will be under scope of the vendor. Providing map based query/search features for obtaining information along the pipeline ROU/ROW corridor and RoW for effective maintenance and disaster management control. This GIS is to be developed in such a fashion that there is a complete scope for horizontal and vertical expansion for the system growth and Integration. These pipelines need to be geographical boundaries on Indian map with insertion up to local coordinates. The route map must feature layers having the following attributes:</p> <p>a. Land data- the layer will contain all land records like cadastral revenue maps and surveys. Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor. Also Geo referencing, Stitching, Mozaicing the cadastral revenue map.</p>
<p>Clause No. 3.1, Page 48 under Scope of Work and Technical Specification</p>	<p>The works consists of Processing of High Resolution Stereo Satellite images, establishing ground control point through DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 0.5 km along the pipeline on existing permanent structure. Conducting GPS based survey for the existing pipeline ROU/ROW using pipeline locator in order to establish as built pipeline ROU/ROW along with all associated facilities like Isolation valve, Installation, Wells & Tap-offs etc. By plotting central line, establishing ROU/ROW corridor and mapping (geo-reference) all the ROU/ROW features within the acquired ROU/ROW/ROW like permanent structures, trees, land use pattern along the ROU/ROW. Geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-</p>	<p>The works consists of Processing of 3D High Resolution Stereo Satellite images, establishing ground control point through DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 01 km along the pipeline on existing permanent structure. Conducting GPS based survey for the existing pipeline ROU/ROW using pipeline locator in order to establish as built pipeline ROU/ROW along with all associated facilities like Isolation valve, Installation, Wells & Tap-offs etc. by plotting central line, establishing ROU/ROW corridor and mapping (geo-reference) all the ROU/ROW features within the acquired ROU/ROW/ROW like permanent structures, trees, land use pattern along the ROU/ROW. Geometric / radiometric correction, Digital Terrain Model (DTM) generation with 01 metre contour interval,</p>

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	<p>rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor.</p> <p>Minimum deployment of resources for each Part of Work: Contractor shall deploy a minimum of 02 teams consisting of DGPS, GPS, Line location, PDI & Cadastral Surveyors for each part of the work, headed by a Project Manager (Minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys). Contractor shall submit the details of the equipment to be deployed for the work along with bid document. For detail team structure, please refer to SOR Clause 2.0.</p>	<p>ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor.</p> <p>Minimum deployment of resources for each Part of Work: Contractor shall deploy a minimum of 02 teams consisting of DGPS, GPS, Line location, PDI & Cadastral Revenue Surveyors for each part of the work, headed by a Project Manager (Minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys). Contractor shall submit the details of the equipment to be deployed for the work along with bid document. For detail team structure, please refer to SOR Clause 2.0.</p>
<p>Clause No. 3.1 Page 48 under Scope of Work and Technical Specification</p>	<p>Contractor shall have valid wireless license from statutory authority for DGPS</p>	<p>-NIL-</p>
<p>Clause No. 3.6 Page 49 under Scope of Work and Technical Specification</p>	<p>3.6 The Contractor shall provide the survey results in AutoCAD Drawing, ArcGIS Geo database format and also in pdf Format.</p>	<p>3.6 The Contractor shall provide the survey results in OGC compliant format processed through supplied software (latest version), which should not rely on proprietary internal database in any form.</p>
<p>Clause No. 3.7 Page no.49 under Scope of Work and Technical Specification</p>	<p>3.7 Assistance in Procurement of High Resolution satellite imagery of +/- 0.5 mtrs resolution from NRSC Hyderabad. However, payment towards procurement shall be borne by OIL. Assistance means complete Liasoning with NRSC Hyderabad for acquiring of the High Resolution satellite imagery for the area of interest.</p>	<p>3.7 Assistance in Procurement of 3D High Resolution satellite imagery of +/- 0.5 mtrs resolution from NRSC Hyderabad. However, payment towards procurement shall be borne by OIL. Assistance means complete liasoning with NRSC Hyderabad for acquiring of the 3D High Resolution satellite imagery for the area of interest.</p>
<p>Clause No. 3.8 Pg No:49 under Scope of Work and Technical Specification</p>	<p>3.8 Establishment of DGPS control points having accuracy of ± 10 mm and at interval of 0.5 km along the pipeline on existing permanent structure by standard system of establishing ROU/ROW control points, such as primary (minimum-4hrs), secondary (minimum-1hrs) and tertiary (minimum-45min) control points with adequate hours of observations. Supply & installation of 03 nos. of pipeline marker (RCC pillars) of minimum size 150mmx200mmx800mm for Control Point Establishment in every 1km 1minterval.</p>	<p>3.8 Establishment of DGPS control points having accuracy of ± 10 mm and at interval of 01 km along the pipeline on existing permanent structure by standard system of establishing ROU/ROW control points, such as primary secondary and tertiary control points with observation time as follows:-</p> <p>a) One Base point of 24 Hrs observation post processing w.r.t. IGS station.</p> <p>b) Primary Points at 25 Km interval depending on the pipeline network with 4 Hrs Observation with reference to the Base Station.</p> <p>c) Secondary points at 10 Km interval with 1 Hour Observation w.r.t. Primary Station.</p> <p>d) Tertiary points at about 3 - 4 Km interval with minimum 45</p>

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		<p>Minutes observation time, followed by further densification of control using RTK / ETS method with ± 10 mm accuracy of coordinates. Accuracy of Post Processed co-ordinates shall be within ± 10mm.</p> <p>MSL Connection: Base & Primary Points shall be transferred from GTS BMs or / OIL approved BMs. Other heights of GCP shall be derived after post processing DGPS Levels. All Control Points a,b,c & d above shall be post pointed supported by sketch and digital photographs to assist accurate identification during Aerial Triangulation. Supply & installation of 03 nos. of pipeline marker (RCC pillars) of minimum size 150mmx200mmx800mm for Control Point</p> <p>Establishment in every 1km Interval.</p>
<p>Clause No. 3.11 Page 50 under Scope of Work and Technical Specification</p>	<p>3.11 GIS Geo-database for the surveyed pipeline ROU/ROW shall be capable of featuring the attributes as given hereunder:</p> <ul style="list-style-type: none"> <input type="checkbox"/> ROU/ROW Map showing the alignment of the pipeline including crossings, TPs etc. <input type="checkbox"/> Major crossings such as National Highway, State Highway, Railways, Canals, <input type="checkbox"/> Rivers, HDD etc. <input type="checkbox"/> Mainline Valve Locations, Pump Stations, RCP Stations, Scraper Stations, <input type="checkbox"/> Terminal stations. <input type="checkbox"/> Cadastral Survey information including details of <input type="checkbox"/> Survey Nos. <input type="checkbox"/> Ownership area of affected Survey no. in ROU/ROW <input type="checkbox"/> ROU/ROW Corridor <input type="checkbox"/> Permanent feature within ROU/ROW. <input type="checkbox"/> Village maps, Talukas, Districts etc. <input type="checkbox"/> Land & crop Compensation details. 	<p>3.11 GIS Geo-database for the surveyed pipeline ROU/ROW shall be capable of featuring the attributes as given hereunder:</p> <ul style="list-style-type: none"> <input type="checkbox"/> ROU/ROW Map showing the alignment of the pipeline including crossings, TPs etc. <input type="checkbox"/> Major crossings such as National Highway, State Highway, Railways, Canals, <input type="checkbox"/> Rivers, HDD etc. <input type="checkbox"/> Mainline Valve Locations, Pump Stations, RCP Stations, Scraper Stations, <input type="checkbox"/> Terminal stations. <input type="checkbox"/> Cadastral Revenue Survey information including details of <input type="checkbox"/> Survey Nos. <input type="checkbox"/> Ownership area of affected Survey no. in ROU/ROW <input type="checkbox"/> ROU/ROW Corridor <input type="checkbox"/> Permanent feature within ROU/ROW. <input type="checkbox"/> Village maps, Talukas, Districts etc. <input type="checkbox"/> Land & crop Compensation details.
<p>Clause No. 3.12 Page 50 under Scope of Work and Technical Specification</p>	<p>3.12 The following layers of information & attributes shall be incorporated in the map:</p> <p>i) Land data – This layer will contain all land records like cadastral maps, case files, village information, and compensation details etc.</p> <p>ii) Geographical Information – This layer will contain information about nearest district headquarters, important townships, defense establishments,</p>	<p>3.12 The following layers of information & attributes shall be incorporated in the map:</p> <p>i) Land data – This layer will contain all land records like Cadastral Revenue maps, case files, village information, and compensation details etc.</p> <p>ii) Geographical Information – This layer will contain information about nearest district headquarters, important townships, defense establishments, road & railway network, pipeline ROW, forests, etc.</p> <p>iii) Emergency Response – This layer will have information about</p>

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	<p>road & railway network, pipeline ROW, forests, etc.</p> <p>iii) Emergency Response – This layer will have information about nearest hospitals, police stations, fire service, offices of district administration etc.</p> <p>iv) Pipeline data – This layer will have information about pipeline like alteration/addition of pipeline segments, positions of stations, all road crossings, railway crossing, cased crossings, submerged crossing etc.</p> <p>v) Station Data – This layer will contain details like layouts and other internal details of the stations.</p> <p>vi) Cathodic data – Information about cathodic data such as TR/CP units, Anode ROU/ROWnd beds and Test Lead points (TLPs) will be kept in this layer.</p> <p>vii) Miscellaneous – This layer will have provision for information regarding data of miscellaneous nature like encroachment etc.</p> <p>viii) Population density Index – This layer will have the information regarding the number of buildings and their tentative occupancy as per the class locations. (please refer Annexure-II).</p> <p>ix) Depth of cover of pipeline: This layer will have the information regarding the depth of cover of the pipeline along the pipeline ROU/ROW. The above mentioned layers will be created with data from available sources. Pipeline related technical data for the layers will be provided by Company. The rest of the data will be collected from other available sources and geo referenced by the executing agency.</p>	<p>nearest hospitals, police stations, fire service, offices of district administration etc.</p> <p>iv) Pipeline data – This layer will have information about pipeline like alteration/addition of pipeline segments, positions of stations, all road crossings, railway crossing, cased crossings, submerged crossing etc.</p> <p>v) Station Data – This layer will contain details like layouts and other internal details of the stations.</p> <p>vi) Cathodic data – Information about cathodic data such as TR/CP units, Anode ROU/ROWnd beds and Test Lead points (TLPs) will be kept in this layer.</p> <p>vii) Miscellaneous – This layer will have provision for information regarding data of miscellaneous nature like encroachment etc.</p> <p>viii) Population density Index – This layer will have the information regarding the number of buildings and their tentative occupancy as per the class locations. (please refer Annexure-II).</p> <p>ix) Depth of cover of pipeline: This layer will have the information regarding the depth of cover of the pipeline along the pipeline ROU/ROW. The above mentioned layers will be created with data from available sources. Pipeline related technical data for the layers will be provided by Company. The rest of the data will be collected from other available sources and geo referenced by the executing agency.</p>
<p>Clause No. 5.0 Page 51 under Scope of Work and Technical Specification</p>	<p>5.0 LAND INFORMATION SYSTEM AND PIPELINE COVER: Land information system: The work includes collection of available digitized Revenue Maps and land related information such as the name of the land owner based</p>	<p>5.0 LAND INFORMATION SYSTEM AND PIPELINE COVER: Land information system: The work includes collection of available digitized Revenue Maps and land related information such as Revenue maps at Circle/Village/Ward level excluding Patta numbers, Dag Numbers</p>

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	on the authentic revenue records, area of under ROU/ROW and compensation paid from OIL and incorporating the same in GIS data base and GIS web solution. For the areas where the Revenue maps are not available with OIL, the Contractor has to collect the revenue maps and the land ownership details from district authorities, digitize and geo reference them and incorporate the same in the Web GIS solution and the data base. All expenditure required for collection of the cadastral maps and land owner details from the revenue authorities and their digitization is in the scope of Contractor.	and ROR as the name of the land owner based on the authentic revenue records, area of under ROU/ROW and compensation paid from OIL and incorporating the same in GIS data base and GIS web solution. For the areas where the Revenue maps are not available with OIL, the Contractor has to collect the revenue maps and the land ownership details from district authorities, digitize and geo reference them and incorporate the same in the Web GIS solution and the data base. All expenditure required for collection of the cadastral revenue maps and land owner details from the revenue authorities and their digitization is in the scope of Contractor.
Clause No. 6.0 Page 51&52 under Scope of Work and Technical Specification	6.0 DEVELOPMENT OF WEB BASED GIS SOLUTION: Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Cadastral, depth of cover etc data collected by OIL for other pipelines and conversion of data collected from route survey of the pipelines 250 km pipeline ROW/ROU which OIL had already carried out to suitable format and integration of the same in the GIS.	6.0 DEVELOPMENT OF WEB BASED GIS SOLUTION: Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Cadastral , depth of cover etc data collected by OIL for other pipelines and conversion of data collected from route survey of the pipelines 250 km pipeline ROW/ROU which OIL had already carried out to suitable format and integration of the same in the GIS.
Clause No. 6.1 Page 52 under Scope of Work and Technical Specification	6.1 The Web base solution should have following modules with features / functionalities as listed below. <input type="checkbox"/> Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc. <input type="checkbox"/> Route Map Details <input type="checkbox"/> Updated Corridor Map details <input type="checkbox"/> Processed satellite images with pipeline route <input type="checkbox"/> Cadastral Map Details <input type="checkbox"/> PDI Data <input type="checkbox"/> Depth of cover of pipeline <input type="checkbox"/> Spatial Tools for Planning, Decision Making & Analysis Emergency Support Spatial & Non Spatial Searching	6.1 The Web base solution should have following modules with features / functionalities as listed below. <input type="checkbox"/> Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc. <input type="checkbox"/> Route Map Details <input type="checkbox"/> Updated Corridor Map details <input type="checkbox"/> Processed satellite images with pipeline route <input type="checkbox"/> Cadastral Map Details Revenue maps details at Circle/Village/Ward level excluding Patta numbers, Dag Numbers and ROR <input type="checkbox"/> PDI Data <input type="checkbox"/> Depth of cover of pipeline <input type="checkbox"/> Spatial Tools for Planning, Decision Making & Analysis Emergency Support Support Spatial & Non Spatial Searching

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Clause No. 7.1 Page 52 under Scope of Work and Technical Specification	<p>7.1 Supply hardware & software for GIS system along with backup solution:</p> <p>Developed Web-based GIS System /Application along with all associated software's like ArcGIS Server Enterprise, Database etc. shall be installed in Primary Site at OIL office Duliajan. Thus users shall access the GIS application through OIL network.</p>	<p>7.1 Supply hardware & software for GIS system along with backup solution:</p> <p>Supply Standard Web-based GIS System / Application along with all associated software's shall be installed in Primary Site at OIL office Duliajan. Thus users shall access the GIS application through OIL network. On completion of the entire project period, the successful bidder should hand over all Software and hardware to OIL, and the Licenses shall be in the name of OIL.</p>
Clause No. 7.11 Page 52 & 53 under Scope of Work and Technical Specification	<p>7.1.1 Software</p> <p>Application & Database Software – Bidder shall provide all the software required for making the GIS application operational like ArcGIS Server Enterprise, compatible database software etc. For the above setup, adequate licenses of such software (ArcGIS Server Enterprise, database software etc.) shall be provided while keeping in view the application requirements as per need of OIL.</p> <p>ArcGIS Desktop Software – In addition to above, bidder shall provide following additional ArcGIS Desktop software licenses of latest version, for use of OIL:</p> <p>ArcGIS Desktop Info / Advanced – 1 No. (Concurrent Use)</p> <p>ArcGIS Desktop Editor Extension - 1 No. (Concurrent Use)</p> <p>ArcGIS Desktop Network Analyst Extension - 1 No. (Concurrent Use)</p>	<p>7.1.1 Software</p> <p>Application & Database Software – Bidder shall provide all the software and database (COTS) required for making the GIS application operational.</p> <p>For the above setup, adequate licenses of such software and any other licensed third party software, if required, shall be provided while keeping in view the application requirements as per need of OIL.</p> <p>Client (Desktop) Software – In addition to above, bidder shall provide all the additional licensed client (desktop) software(s) of latest version with one concurrent user each.</p>
Clause No. 10.1 (b) Page 54 under Scope of Work and Technical Specification	<p>Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU/ROW from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor.</p>	<p>Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU/ROW from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor.</p>
Clause No. 10.2 Third Bullet Point Page 55 under Scope of Work and Technical Specification	<p>Available Data pertaining to revenue map, ownership details for Right of Users (RoU) and Compensation Details. Revenue data which is not available with OIL have to be acquired by Contractor and is in his scope. –</p>	<p>Available Data pertaining to revenue map, ownership details for Right of Users (RoU) and Compensation Details. Revenue data which is not available with OIL have to be acquired by Contractor and is in his scope. –</p>

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<p>Clause No. 11.0 Page 55 under Scope of Work and Technical Specification</p>	<p>11.0 DOCUMENT/DATA SUBMISSION REPORT: The vendor shall furnish following documents & drawings in three copies (03) in hard and soft format. i) Updated Base map using satellite images ii) Processed Satellite Images (softcopy only) iii) ROU/ROW map of each Pipeline on Topographical sheets of scale 1:25,000, 1:50,000 & 1:2,50,000. iv) User manual for Web Based PIMS. v) GPS mapping reports of each pipeline. vi) PDI survey reports of each pipeline.(as per Annexure: III) vii) ROU/ROW Land mapping report of each pipeline. viii) Depth of cover of each pipeline. ix) Additional Cadastral maps & data collected on acquired ROU/ROW. x) Surface and key plan covering 500 meter area around the each installation</p>	<p>11.0 DOCUMENT/DATA SUBMISSION REPORT: The vendor shall furnish following documents & drawings in three copies (03) in hard and soft format. i) Updated Base map using satellite images ii) Processed Satellite Images (softcopy only) iii) ROU/ROW map of each Pipeline on Topographical sheets of scale 1:25,000, 1:50,000 & 1:2,50,000. iv) User manual for Web Based PIMS. v) GPS mapping reports of each pipeline. vi) PDI survey reports of each pipeline.(as per Annexure: III) vii) ROU/ROW Land mapping report of each pipeline. viii) Depth of cover of each pipeline. ix) Additional Cadastral Revenue maps & data collected on acquired ROU/ROW. x) Surface and key plan covering 500 meter area around the each installation</p>
<p>Clause No. 15 (XV) Page 57 under Scope of Work and Technical Specification</p>	<p>(XV) The developed package shall have provisions/User Interface for modification/ editing of all the alterable data like details of land owner, village Pradhan, Police Station In Charge etc. by the Owner themselves. Owner should be provided with License to Operate and Modify the database at later stage. There will no provisions for any royalty sort of recurring cost.</p>	<p>(XV) The developed package shall have provisions/User Interface for modification/ editing of all the alterable data like details of land owner, village Pradhan, Police Station In Charge etc. by the Owner themselves. Owner should be provided with License to Operate and Modify the database at later stage. There will no provisions for any royalty sort of recurring cost.</p>
<p>Clause No.15 (XXX) Page 58 under Scope of Work and Technical Specification</p>	<p>The Contractor shall settle all the disputes that might arise between them and the land owners, villagers etc. while doing survey in the field without any intervention by the Owner.</p>	<p>The Contractor shall settle all the disputes that might arise between them and the land owners, villagers etc. while doing survey in the field without any intervention by the Owner.</p>

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<p>Annexure IV, Clause No. 7 Page 68 under Scope of Work and Technical Specification</p>	<p>7. Cadastral Map survey: Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor, Geo referencing , Stitching , Mozaicing the cadastral map. Digitization of Cadastral map , all survey documents /data and development of GIS & LIS module including supply of software in accordance with OIL. The Cadastral map are to be superimpose with Corridor</p>	<p>7. Revenue Cadastral Map survey: Collection of Revenue maps at Circle/Village/Ward level excluding Patta numbers, Dag Numbers and ROR Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps etc and land owners details from revenue authorities and its digitization is in the scope of Contractor, Geo referencing , Stitching , Mozaicing the revenue cadastral map. Digitization of Revenue Cadastral map , all survey documents /data and development of GIS & LIS module including supply of software in accordance with OIL. The Revenue Cadastral map are to be superimpose with Corridor</p>
<p>Annexure IV, Clause No. 8 Page 69 under Scope of Work and Technical Specification</p>	<p>8. Conversion of already existing Cadastral maps /data to digitized form for use in GIS system.</p>	<p>8. Conversion of already existing Cadastral Revenue maps /data to digitized form for use in GIS system.</p>
<p>Annexure IV, Clause No. 9 Page 70 & 71 under Scope of Work and Technical Specification</p>	<p>9. Web Based GIS Application : Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Cadastral, depth of cover etc data collected by OIL for other pipelines. Supply of any other add-on software (which is required for the working of the system) by the vendor at no extra cost. Testing of the fully integrated system to ensure that performance standards are met. The Web base solution should have following modules with features / functionalities as listed below <input type="checkbox"/> Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc. <input type="checkbox"/> Route Map Details <input type="checkbox"/> Updated Corridor Map details</p>	<p>9. Web Based GIS Application: Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Revenue Cadastral, depth of cover etc data collected by OIL for other pipelines. Supply of any other add-on software (which is required for the working of the system) by the vendor at no extra cost. Testing of the fully integrated system to ensure that performance standards are met. The Web base solution should have following modules with features / functionalities as listed below <input type="checkbox"/> Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, Revenue cadastral information etc. <input type="checkbox"/> Route Map Details <input type="checkbox"/> Updated Corridor Map details <input type="checkbox"/> Processed satellite images with pipeline route</p>

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	<p> <input type="checkbox"/> Processed satellite images with pipeline route <input type="checkbox"/> Cadastral Map Details <input type="checkbox"/> PDI Data <input type="checkbox"/> Depth of cover of pipeline <input type="checkbox"/> Spatial Tools for Planning, Decision Making & Analysis o Emergency Support o Spatial & Non Spatial Searching This module should assist in viewing the pipeline network in a seamless manner including emergency details, facilitates to query the data along the corridor The module will have HRSI images, base map in digital format. To Conduct 3 days Training programme by the vendor: Vendor shall train Company's engineers/system manager on the developed system in batches of 5-10 engineers of 3 working days duration at OIL -Duliajan for minimum 3 batches. </p>	<p> <input type="checkbox"/> Cadastral Map Details Revenue Map details at Circle/Village/Ward level excluding Patta numbers, Dag Numbers and ROR <input type="checkbox"/> PDI Data <input type="checkbox"/> Depth of cover of pipeline <input type="checkbox"/> Spatial Tools for Planning, Decision Making & Analysis o Emergency Support o Spatial & Non Spatial Searching This module should assist in viewing the pipeline network in a seamless manner including emergency details, facilitates to query the data along the corridor The module will have HRSI images, base map in digital format. To Conduct 3 days Training programme by the vendor: Vendor shall train Company's engineers/system manager on the developed system in batches of 5-10 engineers of 3 working days duration at OIL -Duliajan for minimum 3 batches. </p>
<p> Part-3 Section – IV Clause No. 2.0 Page 90 under Schedule of Rates </p>	<p> MINIMUM MANPOWER & EQUIPMENT (INSTRUMENTS, TOOLS TACKLES ETC) TO BE DEPLOYED TO CONSTRUCT MOBILIZATION: The Contractor must mobilize minimum of Two survey teams to take up the reconnaissance survey for route identification. However the Contractor shall deploy additional manpower & equipment as required for completing the job within the time schedule. Each Survey team shall comprise of the following: Manpower Project Manager : 01 (common for both the team) Supervisor : 01 Senior Surveyor : 01 Surveyor : 04 Unskilled Labours : As required Note: Project Manager's qualification shall be minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys and the Surveyor's qualification shall be minimum Diploma with 01 yrs relevant experience or ITI with 03 year relevant experience. </p>	<p> MINIMUM MANPOWER & EQUIPMENT (INSTRUMENTS, TOOLS TACKLES ETC) TO BE DEPLOYED TO CONSTRUCT MOBILIZATION: The Contractor must mobilize minimum of Two survey teams to take up the survey. However the Contractor shall deploy additional manpower & equipment as required for completing the job within the time schedule. Each Survey team shall comprise of the following: Manpower Project Manager : 01 (common for both the team) Supervisor : 01 Senior Surveyor : 01 Surveyor : 04 Unskilled Labours : As required Note: Project Manager's qualification shall be minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys and the Surveyor's qualification shall be minimum Diploma with 01 yrs relevant experience or ITI with 03 year relevant experience. Equipment Total Station : 01 EDM : 01 </p>

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	Equipment Total Station : 01 EDM : 01 Auto Level Instruments : 02 And any other equipment required for the project.	Auto Level Instruments : 02 Minimum one no of DGPS and GPR/pipe locator is to be deployed to construe mobilization and any other equipment required for the project. The above requirements are only to establish the completion of Mobilization. Contractor must deploy additional manpower & equipment as required for completing the job within the time schedule.
Payment Terms Clause No. 3.8 Page 92 under Schedule of Rates	3.8. Cadastral Map survey: 80% of the agreed price for the item shall be released as per the following:-	3.8. RevenueCadastral Map survey: 80% of the agreed price for the item shall be released as per the following:-
Payment Terms Clause No. 3.9 Page 92 under Schedule of Rates	3.9. Conversion of already existing Cadastral maps /data to digitized form for use in GIS system:	3.9. Conversion of already existing Cadastral Revenue maps /data to digitized form for use in GIS system:
Proforma B Priced Bid Format Clause 7 Page 96	Cadastral Map survey	RevenueCadastral Map survey
Proforma B Priced Bid Format Clause 8 Page 96	Conversion of already existing Cadastral maps /data to digitized form for use in GIS system	Conversion of already existing RevenueCadastral maps /data to digitized form for use in GIS system
Sr.No. 5 of Check List for BEC (Annexure A to BEC) Page 107	Clause No. A. 5.0 of BEC: In support of Clause No. A. 5.0, executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last Seven (07) years from the original stipulated bid closing date of tender.	Clause No. A. 5.0 of BEC: In support of Clause No. A. 5.0, executed the processing of 3D High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last Seven (07) years from the original stipulated bid closing date of tender.
Sr.No. 12 (a) of Check List for BEC (Annexure A to BEC) Page 109	In compliance of Technical BEC, bidder must submit copy of Arc GIS license and copy of Contract/Work order executed in the last Five (05) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts.	In compliance of Technical BEC, bidder must submit copy of GIS license and copy of Contract/Work order executed in the last Five (05) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect

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<p>New Clauses on GST under General Conditions of Contract</p>		<p>33.0 GOODS AND SERVICES TAX:</p> <p>33.1 GENERAL REMARKS ON TAXES & DUTIES: In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.</p> <p>33.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.</p> <p>33.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.</p> <p>33.4 Quoted price/rate(s) should be inclusive of all taxes and duties, 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 service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.</p>
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		<p>33.5 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.</p> <p>33.6 Where the OIL is entitled to avail the input tax credit of GST:</p> <p>33.6.1 OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.</p> <p>33.6.2 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.</p> <p>33.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:</p> <p>33.7.1 OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.</p> <p>33.7.2 The bids will be evaluated based on total price <u>including GST</u>.</p> <p>33.8 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.</p> <p>33.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit</p>
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		<p>can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.</p> <p>33.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.</p> <p>33.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.</p> <p>33.12 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL <u>or</u> ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.</p> <p>33.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.</p> <p>33.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.</p>
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		<p>33.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.</p> <p>33.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.</p> <p>33.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.</p> <p>33.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.</p> <p>33.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.</p> <p>33.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.</p> <p>33.21 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service</p>
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		<p>Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.</p> <p>Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.</p> <p>Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.</p> <p>Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.</p> <p>The base date for the purpose of applying statutory variation shall be the Bid Opening Date.</p> <p>33.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.</p> <p>33.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.</p> <p>33.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get</p>
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		<p>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.</p> <p>33.25 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 leviable 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.</p> <p>33.26 Documentation requirement for GST The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.</p> <p>Any invoice issued shall contain the following particulars</p> <ol style="list-style-type: none"> Name, address and GSTIN of the supplier; Serial number of the invoice; Date of issue; Name, address and GSTIN or UIN, if registered of the recipient; Name and address of the recipient and the address of the delivery, along with the State and its code, HSN code of goods or Accounting Code of services[SAC]; Description of goods or services; Quantity in case of goods and unit or Unique Quantity Code thereof; Total value of supply of goods or services or both; Taxable value of supply of goods or services or both taking into discount or abatement if any; Rate of tax (IGST, CGST, SGST/ UTGST, cess);
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		<p>l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);</p> <p>m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;</p> <p>n) Address of the delivery where the same is different from the place of supply and</p> <p>o) Signature or digital signature of the supplier or his authorised representative.</p> <p>GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner</p> <p>a) The original copy being marked as ORIGINAL FOR RECIPIENT;</p> <p>b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and</p> <p>c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.</p> <p>In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.</p> <p>33.27 Anti-profiteering clause</p> <p>As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.</p> <p>33.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.</p>
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New Clauses on GST under Schedule of Rates		<p>6.0 Special Note:</p> <p>6.1 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 Priced Bid.</p> <p>6.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.</p> <p>6.3 Priced 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)</p> <p>6.4 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>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.</p> <p>6.5 Priced Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>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.</p>
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		<p>6.6 _____% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.</p>
<p>New Clauses related to Purchase preference policy (linked with Local Content) (PP-LC) under Instructions to Bidders(ITB)</p>		<p>37.0 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 MoPNG.</p> <p>37.1 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.</p> <p>37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of 30%</p> <p>37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.</p> <p><i>“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”</i></p> <p>37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.</p> <p><i>“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local</i></p>

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		<p>Content requirements of the Services i.e. [redacted] (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No._____ dated _____ against OIL tender No._____ by M/s _____ (Name of the bidder).</p> <p>Note : In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.</p>
	37.2.3	At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB(PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
	37.3	Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
	37.3.1	Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
	37.4	Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The

Changes in Tender No. CDG5132P18 based on Pre-bid Conference

		<p>remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.</p> <p>37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.</p> <p>37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.</p> <p>For example In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder). OR (Alternate clause applicable for cases where tendered quantity cannot be divided).</p> <p>37.5 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.</p> <p>37.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.</p> <p>37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.</p> <p>OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.</p> <p>37.8 <u>Determination of LC:</u></p> <p>37.8.1 LC of Services shall be calculated on the basis of the ratio</p>
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		<p>of service cost of domestic component in service to the total cost of services.</p> <p>37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :</p> <ul style="list-style-type: none"> a) Cost of component (material), which is used. b) Manpower and consultant cost, cost of working equipment/facility, and c) General service cost, excluding profit, company overhead cost, taxes and duties. <p>37.8.3 The criteria for determination of cost of local content in the service shall be as under:</p> <ul style="list-style-type: none"> a) In the case of material being used to help the provision of service, based on country of origin. b) In the case of manpower and consultant based on INR component of the services contract. c) In the case of working equipment/facility, based on country of origin and d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above. e) Indian flag vessels in operation as on date. <p>37.8.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.</p> <p>Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.</p> <p>37.9 <u>Calculation of LC and Reporting:</u></p> <p>37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.</p> <p>37.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.</p>
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		<p>37.10 <u>Certification and Verification:</u></p> <p>37.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:</p> <p>37.10.1.1 At bidding stage:</p> <p>a) Price Break-up</p> <p>(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.</p> <p>(ii) Bidder must have LC in excess of the specified requirement.</p> <p>b) Undertaking by the bidder</p> <p>i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.</p> <p>ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.</p> <p>c) Statutory Auditor’s Certificate</p> <p>The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.</p> <p>37.10.1.2 After Contract Award</p> <p>a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.</p> <p>b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.</p>
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Changes in Tender No. CDG5132P18 based on Pre-bid Conference

		<p>37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.</p> <p>37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.</p> <p>37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.</p> <p>37.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.</p> <p>37.11 <u>Sanctions :</u></p> <p>37.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.</p> <p>37.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.</p> <p>37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.</p>
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Changes in Tender No. CDG5132P18 based on Pre-bid Conference

		<p>37.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.</p> <p>37.11.5 In pursuance of the clause No. 37.11.4 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 (format attached at Annexure-XI) equivalent to the amount of PBG.</p>
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N.B.: (1) The clause pertaining to 'Performance Security' under Clause no. 18.0 of General Conditions of Contract is remain same and all the bidders are requested to be guided as per the clause.

(2) Annexure-VI(c) to Clause No. B.16.0 under Financial Criteria of BEC is attached.

(3) Proforma-B(revised) pertaining to GST and Proforma-BB pertaining to PP-LC attached.

(4) Proforma of Bank Guarantee towards PP-LC (Annexure-XI) and 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 (Annexure-XII) attached.

&&&&

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING**

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs.3.47 Crores (or equivalent 0.533 million USD)** during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of

(Bidder)

For and on behalf of

(Parent/Ultimate Parent/Holding Company~~(Delete whichever not applicable)~~)

Witness:

1.

2.

Witness:

1.

2.

Annexure-XI**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
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 power of
Attorney no. _____
Dated _____

- GM i/c (M&C), RHO
- DGM, Div(R)'s Sect.
- ES to Div(F)

No. O-27011/44/2015-ONG-II/FP
Government of India
Ministry of Petroleum & Natural Gas

ANNEXURE-XII

Manita
26/4/2017

Shastri Bhawan, New Delhi
Dated 25th April, 2017

To

1. Chairman, IOCL
2. C&MD, BPCL/HPCL/ONGC/GAIL/EIL/OIL/ BLL/BLC
3. Managing Director, CPCL/NRL/MRPL/OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

Subject: Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas - reg.

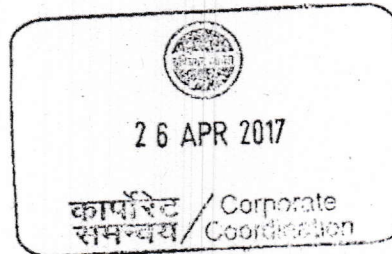
I am directed to refer to the subject mentioned above and convey that the Cabinet in its meeting held on 12th April 2017 has approved the "Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas". One copy of the same is enclosed.

2. The Policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3. It is requested that necessary suitable action may kindly be taken on priority basis under intimation to this Ministry.

4. The Policy will come into force with immediate effect.

Yours Faithfully



(V. Tirkey)
(V. Tirkey)

Under Secretary (FP)
Tele: 23388602

Encl.: As above.

Copy to: 1) US (Admn), MoPNG

2) Ms. Neelam Naval, PR, System Analyst (NIC): with request to upload the Policy on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas.

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream,

Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 2.16 **Target Purchase Preference** is the LC in percentage for the period in force, as set out in the Enclosure-I.

3. **Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

4. Procurement

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5. Purchase Preference- Linked with Local Content (LC)

5.1 The following provisions may be considered for LC linked Purchase Preference:

5.1.1 In supporting the growth of domestic products, the target of Local Content (LC) in the oil and gas business activities shall be set as contained in Enclosure-I. The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for 10% purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers may be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) LC manufacturers /service providers concerned, at the lowest valid price bid.

5.1.3 Goods: The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

5.1.3.1 However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder;

5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible LC manufacture for quantity not less than 50%, as may be divisible.

5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible LC manufacturer for the entire quantity,

5.1.4 Services/ EPC Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy along with some examples of typical procurement scenarios is at Enclosure-V.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component; and
- c) in the case of working equipment/facility, based on the country of origin.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/facility; and
- c) general service cost, excluding profit, company overhead cost, taxes and duties.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

6.4 **LC of the EPC Contracts:**

6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.5 **Calculation of LC and Reporting**

6.5.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

6.5.2 Formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV.

7 Certification and Verification

7.1 Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods, service or EPC contracts with the provision as follows:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide break-up of "Local Component" and "Imported Component" in the price format
 - Bidder must have LC in excess of the requirement specified in **Enclosure-I.**
- b) Undertaking by the bidder:
 - The bidder shall submit an undertaking along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
 - Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor's Certificate:
 - The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

7.1.3 After Contract Award:

- a) In the case of procurement of goods and/or services with the value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorised representative of the company.
- b) The verification of the procurement of goods, service or EPC contracts with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN
UPSTREAM OIL AND GAS BUSINESS ACTIVITIES**

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing, etc.)	50	55	60
2	Drilling Mud/Chemicals/Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a. Onshore	40	45	50
	b. Offshore	10	10	15
7	Down Hole Tools			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
9	Fuel Oil	5	10	10
10	Lubricant	5	10	10
11	Other Goods	30	35	40
B.	Services			
	Survey, Seismic and Geology Studies			
	a. Onshore	50	50	55
	b. Offshore	10	10	15
2	Logging Services			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a. Onshore	50	60	70
	b. Offshore	20	25	30
5	Specialized Drilling and Completion Services*	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a. Onshore	50	55	60
	b. Offshore	20	30	35
	(i) Pipeline Projects	20	30	35
	(ii) Well Platform Projects	20	30	35
	(iii) Process Platform Projects	20	30	35
	(iv) Revamp Projects	20	30	35
7	Logistics (including FPSO and Tankers)			
	a. Onshore	75	75	80
	b. Offshore	15	20	25

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
8	Air Logistics	15	20	25
9	Dry-docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a. Onshore	50	60	70
	b. Offshore	20	25	35
2	Offshore Vessels/Rigs Construction	20	25	35

- a. * Specialised Drilling and Well completion services include Direction Drilling, Whipstock, Milling, Coring, Cementing Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b. The policy is not applicable for Deep water/ HP-HT operations for the time being.
- c. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

**Table 2: TARGET OF LOCAL CONTENT OF
GOODS/SERVICES IN MIDSTREAM AND
DOWNSTREAM**

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services.
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

Enclosure-II

CALCULATION OF LOCAL CONTENT-GOODS

Name of Manufacturer		Calculation by manufacturer Cost per one unit of product			
Cost component		Cost (Domestic component) a	Cost (imported component) b	Cost Total Rs/US\$ c= a+b	%Domestic Component d= a/c
I.	Direct material cost				
II.	Direct labour cost				
III.	Factory overhead				
IV.	Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs/US\$	Total	LC	
						%	Rs/US\$
			b	c	d	e=b/d	f=dxe
A	Cost component						
	I. Material used cost	Rs US\$					
	II. Personnel & Consultant cost	Rs US\$					
	III. Other services cost	Rs US\$					
	IV. Total cost(I to IV)	Rs US\$					
B	Taxes and Duties	Rs US\$					
C	Total quoted price	Rs US\$					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total cost (A. IV. d)}} \times 100$$

Enclosure -IV

CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)

A.	COST COMPONENT (Rs/US\$)	Cost Summary				
		Domestic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=d x e
I	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II	SERVICES					
1.	Personnel & Consultant Cost					
2.	Equipment & Work Facility Cost					
3.	Construction/Fabrication Cost					
4.	Other Services Cost etc					
5.	Sub Total II					
III	TOTAL COST GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

% LC Combination = Total domestic component cost of goods (A.I.3.b)+

$\frac{\text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$

**PROCEDURE FOR AWARD AND SOME EXAMPLES OF TYPICAL
PROCUREMENT SCENARIOS**

1. Procedure for award of contracts under this policy shall be as follows:

1.1. Goods:

1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per Enclosure-I, the said bidder will be awarded full value of the order.

1.1.2. If L1 bid does not meet prescribed LC as per Enclosure-I, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes

It is intended to procure 50,000 MT casing pipes. The bid documents should specifically provide preference to LC manufacturers of casing pipes (having local content more than the prescribed level as per **Table 1**) in terms of 50% of procurement value subject to matching of L1 price and on satisfying technical specifications of the tender. Suppose there are five bids. Consider LC as the manufacturer meeting local content requirement (and within 10% of the L1 bidder) as per Table 1 (Attachment 1) and NLC as the manufacturer not meeting local content requirement.

Case 1: After opening of commercial bids, position is like L1: LC1, L2: NLC1, L3: NLC2, L4: NLC3 and L5: LC2, then work will be awarded to LC1 vendor.

Case 2A: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: LC1 and L5: LC2. NLC1 qualifies as L1, and LC1 is L4. Then LC1 shall have the option of providing 50% of the procurement value at L1 prices. NLC1 will get remaining 50% of the procurement value.

Case 2B: If LC1 refuses to undertake the tendered work at L1 prices, LC2 should be considered to supply at L1 prices.

Case 3: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: NLC4 and L5: NLC5. In this case, no vendor with prescribed local content is available, hence the full order will be awarded to NLC1.

1.2. Services/ EPC contracts:

1.2.1. For oil and gas services/ EPC contracts proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.

1.2.2. If L1 bid does not meet prescribed LC as per **Enclosure- I**, the lowest bidder among the eligible LC service provider, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible LC service provider fails to match L1 bid, the next eligible LC service

(provider will be invited to match L1 bid and so on. The entire contract would be awarded to the lowest eligible service provider, subject to matching L1 bid.

1.2.3. In case all eligible LC service providers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.2.4 Only those LC service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.2.5 Example 2:

If for a tender where minimum specified LC is 15%, four bidders have been shortlisted for price bid opening and the status of the bidders is as below:

Sl. No	Bidder	Price quoted in Million USD	% of LC quoted
1	L1	200	10
2	L2	206	16
3	L3	210	16
4	L4	215	19

In the above case, L1 bidder has quoted lower than the minimum specified LC. L2, L3 and L4 bidders are achieving/exceeding the minimum LC as per Tender and are within 10% of quoted price of L1 bidder. Hence entire quantity shall be awarded to bidder, to L2 (or if L2 refuses, then L3, L4 in that order). Subject to matching L1 price.

SCHEDULE OF RATES						Proforma - B(Revised)		
TENDER NO						Name of the Bidder		
TENDER DESCRIPTION						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	TOTAL (A) including GST rate
							Select From Drop Down List	
			1	2	3= 1 x 2		4	5= 3 + (%age of 4 on 3)
A	SERVICE PART (AT SITE)			0				X
	Carrying out reconnaissance and detailed pipeline route survey and develop geographic information system (GIS) Mapping of its entire pipeline network in OIL's operational areas in Upper Assam Basin							
1	Mobilization charges	Lump Sum	1		0			0.00
2	Pipe Line Survey/Route Survey of existing pipelines: Processing of High Resolution Stereo Satellite images, Establishing ground control point through DGPS having accuracy of ±10mm and at interval of 0.5 km along the pipeline on existing permanent structure.	KM	250		0			0.00
3	Conducting GPS based survey for mapping of permanent installations including internal assets	No	45		0			0.00
4	Identification of Underground OIL pipe line through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work.	KM	250		0			0.00
5	Supply & installation of RCC pipeline marker (3 pillars of size 150x200x800 mm in every 1 km Interval).	No	750		0			0.00
6	Population Density Survey/GT survey: GPS based Population density as per scope of work i.e. shall be collected along entire pipeline route for a corridor extending 200 m on either side of the route centreline. Collected data as per scope of work. The population density data shall be marked on the route maps / alignment sheets.	KM	250		0			0.00
7	Revenue Map survey	KM	250		0			0.00
8	Conversion of already existing Revenue maps /data to digitized form for use in GIS system	KM	250		0			0.00
9	Web Based GIS Application	LSM	1		0			0.00
10	Supply hardware & software for GIS system	LSM	1		0			0.00
11	FMS to maintain the system for required system availability and other service for normal operation of the integrated system, Software and Hardware for a period of 36 months from the date of successful commissioning of the complete system.	Month	36		0			0.00
12	Expert Mandays Service to provide service and support for updation of database of GIS System, troubleshooting, integration/migration of new system, modification of route map made in the pipeline, till a period of 3 years from the date of successful commissioning of the GIS System.	Man days	100		0			0.00
						TOTAL(T) (Including GST)		0.00
Note: 1) The Mobilization charge quoted by the bidder shall not be more than 7.5% of the total Quoted Contract Value (T) of the items								
2) Bidder to categorically mention the currency of the quote.								
3) 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 these 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.								
4) 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.								
5) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.								
6) 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).								
7) 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.								
13) Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. Bidder's should quote for the Applicable GST Rate and mentioned the SAC/HSN code in the respective places in the Price Bid. 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.								
9) NIL % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.								

CALCULATION OF LOCAL CONTENT-SERVICES

Proforma BB(PP-LC)

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency				#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency				#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency				#DIV/0!	#DIV/0!
	IV	Total cost (I to IIII)	Rs./Foreign Currency	0.00	0.00		#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency				#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00		#DIV/0!	#DIV/0!

Note:-

$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$

$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$
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