

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

Corrigendum No. 4 to IFB No. CPG1917P17

Engineering, Procurement, Construction, Fabrication, Testing & Commissioning of a Gas Compressor Station at Makum, Assam

- a) This Corrigendum is issued to notify changes in the Bid document as per attached **Annexures 1,2,3 & 4** as Addendum to above tender. Bidders are requested to take note of the above changes/information while preparing and submitting their offer.
- b) All other terms and conditions of the tender remain unaltered.
- c) All the prospective bidders are requested to regularly visit OIL's website: www.oil-india.com and E-procurement portal <https://etender.srm.oilindia.in/irj/portal> for further announcements /latest information related to this tender.

COMMERCIAL AMENDMENT NO. 1
TO
BIDDING DOCUMENT NO.: CPG1917P17
ENGINEERING,
PROCUREMENT,
CONSTRUCTION, TESTING
AND COMMISSIONING OF GAS
COMPRESSOR STATION (GCS)
AT MAKUM, ASSAM
OIL INDIA LIMITED

The terms, conditions, specifications and stipulations of the bidding document shall stand modified to the extent indicated here below and subject to these modifications; all other terms, conditions, specifications and stipulations of the bidding document shall remain unchanged.

SI no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
1.	PART - 2 (BEC)	1.2 (Page no. 25 of 138)	TECHNICAL CRITERIA	<p>Clause no. 1.2 stands modified to be read as under :</p> <p>Quote - “Such EPC Projects/jobs/work(s) referenced for qualification must involve basic engineering, detailed engineering, procurement, fabrication & erection and construction works for hydrocarbon oil & gas production facilities/plants as stated above in Para 1.1 above.” -Unquote</p>
2.	PART - 2 (BEC)	1.4 (Page no. 25 of 138)	TECHNICAL CRITERIA	<p>Clause no. 1.4 stands modified to be read as under:</p> <p>Quote - “ IN CASE OF CONSORTIUM BIDDER : The Leader of the Consortium is required to be declared at the time of bidding and the Leader of the Consortium shall meet the experience criteria 1.1 to 1.3 of para 1.0 above. ” -Unquote</p>
3.	PART - 2 (BEC)	1.6(a) (Page no. 25 of 138)	BID FROM CONSORTIUM	<p>Clause no. 1.6(a) stands modified to be read as under :</p> <p>Quote - “ The leader of the Consortium is required to be declared at the time of bidding and the Leader of the Consortium shall meet the experience criteria 1.1 to 1.3 of para 1.0 above. ” -Unquote</p>

Sl no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
4.	PART - 2 (BEC)	2.0 (b) (Page no. 26 of 138)	FINANCIAL CRITERIA	<p>Clause no. 1.6(a) stands modified to be read as under :</p> <p>Quote - “ Annual Turnover in case of Consortium Bidder : At least one of the Consortium Members must have the annual Financial Turnover equivalent or more than Rs.30.00 Crore or US\$4.41Million(1USD=INR68.00) in any of preceding 3 Financial/Accounting Years to be considered from the original bid closing date. Additionally, the remaining Members must have the annual Financial Turnover equivalent or more than Rs.15.00 Crore or US\$ 2.20 Million (1USD= INR 68.00) in any of preceding 3 Financial/Accounting years to be considered from the original bid closing date.” -Unquote</p>
5.	PART - 2 (BEC)	2.0(c) (Page 26 of 138)	FINANCIAL CRITERIA	<p>Clause no. 2.0(c) stands modified to be read as under :</p> <p>Quote - “ Net Worth : The financial Net Worth of the Bidder (in case of Single Bidder) and by all the Members of the Consortium (in case of Consortium bidding) must be Positive individually for the preceding Financial /Accounting year to be considered from the original bid closing date.” - Unquote</p>
6.	PART - 2 (BEC)	2.0 (d) (Page 26 of 138)	FINANCIAL CRITERIA	<p>Clause no. 2.0(d) stands modified to be read as under :</p> <p>Quote - Working Capital Requirement : The Working Capital of the Bidder in case of Single Bidder and the Leader of the Consortium (in case of Consortium bidding) must be at least Rs. 12.00 Crore and at the same time the same must be at least Rs.6.00 Crore for the remaining Members of the Consortium individually (or the equivalent amounts in US Dollars) in the preceding Financial/Accounting year to be considered from the original bid closing date.” - Unquote</p>

SI no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
7.	PART - 2 (BEC)	3.0 (Page 27 of 138)	CONSORTIUM	<p>Clause no. 3.0 stands modified to be read as under :</p> <p>Quote -</p> <p>“CONSORTIUM : The Consortium shall comply to the following :</p> <p>i)Each member in a consortium shall be a legal entity and not an individual person.</p> <p>ii) The consortium agreement shall essentially identify the ‘Leader’ (who shall meet the experience criteria 1.1 to 1.3 of para 1.0 above) and the ‘Member(s)’, and shall be submitted in the format provided in the Bidding Document.</p> <p>iii) The division in scope of work between Consortium members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. All Members of the Consortium shall assume responsibility jointly and severally and shall submit Agreement/MOU along with the Bid clearly defining the scope and responsibility of each member along with the Leader. This Agreement/MOU must remain in force at least till the end of Defects Liability Period and shall be extended if required as per Owner’s advice.</p> <p>iv) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of Company.</p> <p>v) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the consortium.</p> <p>vi) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal of failure to perform by a consortium member.</p> <p>vii) Any bidder or entity can bid either singly or as a member of only one Consortium.</p> <p>- Unquote</p>

Sl no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
8.	PART – 2 (BEC)	3.0(viii) (Page 27 of 138)	CONSORTIUM	Clause No. 3.0 (viii) stands deleted.

Sl no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
9.	PART – 2 (BEC)	NOTE 1 under Clause No. 2.0 (Page no. 26 of 138)	FINANCIAL CRITERIA	<p>Note 1 under Clause No. 2.0 (Financial Criteria) stands modified to be read as under :</p> <p>Quote – Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2015-16 has not been audited so far.</p> <p>a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid :-</p> <p>i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>- Unquote</p>

Sl no	Section (Document)	Clause No.	Subject	Modification / Addition/ Deletion
10.	PART-3, Section-III (Annexure-II to SCC)	A (Page Nos. 88 to 92 of 138)	Schedule of Payment	<p>Schedule of Payment under Section-III of Part-3 (Annexure-II to SCC) has been modified to be read as under –</p> <p>(a) Project Management and Engineering : 10% of EPC Price</p> <p>(b) Procurement : 45% of EPC Price</p> <p>(c) Construction, Installation and Commissioning : 40% of EPC Price</p> <p>(d) PGTR : 05% of EPC Price</p>

Note: Detailed modified BEC (from Page 25 of 138 to Page 31 of 138) AND detailed modified Schedule of Payment (Annexure-II to SCC) uploaded herewith are part of Commercial Amendment No.1. Bidders are to take cognizance of the same and submit their bids accordingly.

TECHNICAL CLARIFICATION

Reply of technical queries:

SI No	Bidder's Queries	OIL's Response
1	In process design basis, operating pressures of Mist Extractor is mentioned as 1.5 kg/cm ² in tender, whereas design pressure is mentioned as 35 kg/cm ² .	The operating pressure of Mist Extractor is 1.5 ±0.5 kg/cm ² , the design pressure shall be 7 kg/cm ² . All fittings shall be 150# rating.
2	MP KOD and Coalescer/Filter, operating pressures is mentioned as 17 kg/cm ² in tender, whereas design pressure is mentioned as 35 kg/cm ² .	The operating pressure of Coalescer/Filter is 15 ±5.0 kg/cm ² , the design pressure shall be 30 kg/cm ² . All fittings shall be 300# rating.

Additional amendment (technical):

SI No	Clause No	Clarification
1	Document No: GCS-GEN-001, Page No. 16 of 50 Clause No 7.1.8.9 : STUDIES TO BE PERFORMED Sub Clause: 7.1.8.9.1 : HAZOP Studies Sub Clause: 7.1.8.9.2: QUANTITATIVE RISK ANALYSIS Sub Clause: 7.1.8.9.3: SIL (Safety Integrity Level) Sub Clause: 7.1.8.9.4: ESCAPE, EVACUATION AND RESCUE ANALYSIS The above clause and description shall remain same. Additional clause 7.1.8.10 is added and shall be part of technical specification for clarity of clause No. 7.1.8.9	The clause 7.1.8.10 shall be as under : "7.1.8.10 All the studies mentioned in the clause 7.1.8.9 shall carried out by functional safety professional/experts having experience of carrying out such studies in at least two of similar projects or to be carried out from professional organisation to be outsourced by LSTK Contractor"

PART – 2

BID EVALUATION CRITERIA (BEC)

Preamble:

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

1.0 TECHNICAL CRITERIA :

IN CASE OF A SINGLE BIDDER :

- 1.1 The bidder must be in the business of construction of similar plants such as Construction of Oil Collecting Station (OCS) or Group Gathering Station (GGS) or Crude Oil Refinery or Petrochemical Processing Plants or Natural Gas Processing Plants or Gas Compressor Station (GCS) in hydrocarbon sector (except hydrocarbon pipeline job) in EPC mode.
- 1.2 Such EPC Projects/jobs/work(s) referenced for qualification must involve basic engineering, **detailed engineering**, procurement, fabrication & erection and construction works for hydrocarbon oil & gas production facilities/plants as stated above in Para 1.1 above.
- 1.3 Experience of having successfully executed one similar job as mentioned above in Para 1.1 of value not less than **Rs. 60.0 Crore** or **USD 8.82 Million**(1USD=INR68.00) by the bidders in the last 7 (seven) years as on the original Bid closing date of this tender.
- 1.4 **IN CASE OF CONSORTIUM BIDDER :** The Leader of the Consortium is required to be declared at the time of bidding and the Leader of the Consortium shall meet the experience criteria **1.1 to 1.3 of para 1.0 above.**
- 1.5 Documentary evidence in support of the above jobs in the form of job completion certificates from the clients are to be submitted failing which the offers will be rejected. The bidder shall give information on each individual work executed during the past 7 (seven) years, ending original bid closing date, indicating the following details.
 - Brief Description of Work
 - Value of Contract
 - Completion time as stated in Contract (months)
 - Actual Completion time (months)
 - Month/Year of completion
 - Reasons for delay, if any
 - Name & postal address of client
 - Contact person

1.6 BIDS FROM CONSORTIUM : In case, the bidder is a Consortium of companies, the following requirement must be satisfied by the bidder:

- a) The leader of the Consortium is required to be declared at the time of bidding and the Leader of the Consortium shall meet the experience criteria **1.1 to 1.3 of para 1.0 above.**
- b) Consortium bids shall be submitted with a Memorandum of Understanding between the Consortium members duly signed by the authorized Executives of the Consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the technical bid.
- c) Only the Leader of the Consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the Consortium.
- d) The Bid Security shall be in the name of the Leader of the Consortium on behalf of the Consortium with specific reference to the Consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the Consortium.

2.0 FINANCIAL CRITERIA:

- a) **Annual Turnover in case of a Single Bidder :**
The Annual Financial Turnover of the Bidder in any of preceding 3 Financial/Accounting Years to be considered from the original bid closing date must not be less than Rs. 30.00 Crore or US\$ 4.41Million(1USD=INR68.00), as per Audited Annual Financial Reports.
- b) **Annual Turnover in case of Consortium Bidder :**
At least one of the Consortium Members must have the Annual Financial Turnover equivalent to or more than Rs.30.00 Crore or US\$4.41Million(1USD=INR68.00) in any of preceding 3 Financial/Accounting Years to be considered from the original bid closing date. Additionally, **the remaining Members** must have the annual Financial Turnover equivalent or more than Rs.15.00 Crore or US\$ 2.20 Million (1USD= INR 68.00) in any of preceding 3 Financial/Accounting years to be considered from the original bid closing date.
- c) **Net Worth :** The financial Net Worth of the Bidder (in case of Single Bidder) **and by all the Members of the Consortium** (in case of Consortium bidding) must be **Positive** individually for the preceding Financial/Accounting year to be considered from the original bid closing date.
- d) **Working Capital Requirement :** The Working Capital of the Bidder (in case of Single Bidder) **and the Leader of the Consortium (in case of Consortium bidding)** must be at least Rs. 12.00 Crore and **at the same time the same must be at least Rs.6.00 Crore for the**

remaining Members of the Consortium individually (or the equivalent amounts in US Dollars) in the preceding Financial/Accounting year to be considered from the original bid closing date.

Note 1 : Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2015-16 has not been audited so far.

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid :-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in ANNEXURE.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

c) In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit & Loss Account were signed. A Certificate from the Chartered Accountant is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

3.0 CONSORTIUM : The Consortium shall comply to the following :

- i) Each member in a consortium shall be a legal entity and not an individual person.
- ii) The consortium agreement shall essentially identify the '**Leader**' (who shall meet the experience criteria 1.1 to 1.3 of para 1.0 above) and the '**Member(s)**', and shall be submitted in the format provided in the Bidding Document.

- iii) The division in scope of work between Consortium members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. All Members of the Consortium shall assume responsibility jointly and severally and shall submit Agreement/MOU along with the Bid clearly defining the scope and responsibility of each member along with the Leader. This Agreement/MOU must remain in force at least till the end of Defects Liability Period and shall be extended if required as per Owner's advice.
- iv) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of Company.
- v) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium.
- vi) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal of failure to perform by a Consortium member.
- vii) Any bidder or entity can bid either singly or as a member of only one Consortium.

4.0 DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS :

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- (a) P.O/work order and job completion certificate or any other documents from their clients which can substantiate their claim towards experience.
- (b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities. Qualification and experience certificate for TDC engineers.
- (c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification (Section-II) of the bidding document, during last 7 years prior to the bid closing date of the tender.
- (d) ISO certification of the bidder.
- (e) Reference address under which last service provided.
- (f) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

NOTE:

In case Bidder has executed and completed a Composite work in a single contract which includes the qualifying work(s) stated under Clause No. 1.3 above, then value of such qualifying work(s) out of total value of composite work shall be considered for the purpose of evaluation.

For qualification based on composite works, in the event the value of the qualifying work(s) cannot be ascertained from the work order/completion certificate submitted by bidder, Copy of Schedule of Rates/Proces (SOR/P), Copy of relevant pages of contract, Copy of relevant pages of final bill certified by their OWNER for establishing requirement of BQC or written letter from their Owner specifying the nature of work with quantities and values shall be submitted for qualification.

5.0 COMMERCIAL – BID SUBMISSION :

- 5.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 5.2 Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.
- 5.3 Bids with shorter validity will be rejected as being non-responsive.
- 5.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's DGM(C&P)-PP's Office at Duliajan on or before 11.00 Hrs. (IST) on the bid closing date. A scanned copy of the Bid Security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.5 The Integrity Pact must be uploaded in OIL's e-procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.6 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 5.7 Bids submitted after the Bid Closing Date and Time will be rejected.
- 5.8 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

- 5.10 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 5.11 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 5.12 Any Bid containing false statement will be rejected.
- 5.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.
- 5.14 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 5.15 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact

6.0 PRICE BID EVALUATION (Part of BEC) :

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered.
- 6.3 The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates/Price (Form SOR/P) as per Part-3, Section III, Annexure II

6.4 The contract will be signed with successful bidder for Supply, Installation, pre-commissioning & successful PGTR till handing over of the GCS Plant to Owner.

6.5 **The LSTK Price shall be calculated as follows :-**

- a) Lump sum Price indicated in the Schedule of Rates/Prices (Form SOR/P) comprising the **Price of supply as per Sl. No. I** and the **Price of Services as per Sl. No II** in the said Form SOR/P.
- b) Lump sum Price quoted by bidder in **Sl. No II** of Schedule of Rates/Prices (Form SOR/P) for Services is **exclusive of Service Tax**.
- c) **SERVICE TAX:** The Service Tax amount to be considered for purpose of evaluation of Bid as quoted in Sl.No.5 of FORM SOR/P as per format-DETAILS OF SERVICE TAX ON SERVICES, SWACHH BHARAT CESS & KRISHI KALYAN CESS.
- d) **Total Lump sum LSTK Price which is the summation of (a)&(c) in para 6.5 above shall form the Total Evaluated Contract Price.**

Note: To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format.

7.0 GENERAL:

7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company(OIL) will be final and binding on the bidders.

7.2 To ascertain the substantial responsiveness of the Bid, the Company (OIL) reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the dead line given by the Company (OIL) failing which the offer will be summarily rejected.

7.3 If any of the clauses in the BEC contradicts with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

END OF BRC/BEC

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ANNEXURE – 4 Corrigendum No. 4



ANNEXURE II to Special Conditions of Contract

SCHEDULE OF PRICE AND PAYMENT

A) PAYMENT SCHEDULE

Progressive Payments to the Contractor shall be made for the activities as stated below to the extent of weightages mentioned against each on basis of total EPC price.

SL No	Description of Work	Wt %	Payment limited to
A	PROJECT MANAGEMENT and ENGINEERING		10% of EPC Price
1	Submission and Approval of Project schedule, WBS breakup (Bar Chart with weighted percentage (breakup uptoLevel-4), Billing Schedule, communication matrix, responsibility matrix for the whole project), Project Organograms with supporting documents, all Quality and HSE documents	10%	
2	Construction of Site office, storage yard, Fabrication yard etc and physical mobilization of equipments/Tools and tackles required for construction and ready to start site work to the entire satisfaction of PMC/OIL. Details of facilities and equipments/tools etc. to be submitted and shall be agreed by OIL/OIL's PMC.	10%	
3	Engineering- Submission of documents for approval (IFA) approval under code-2 and presentation of Computer animated AEC Walkthrough.	30%	
4	Engineering- EERA, QRA, HAZOP study, SIL study etc. for GCS and close-out	10%	
5	Engineering- Submission of AFC/IFC documents under code-2	20%	
6	Engineering- Submission of As-Built documents, Operation and Maintenance manual	10%	
7	Engineering-Completion of all works in all respects and against issuance of completion certificate.	10%	

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ANNEXURE II to Special Conditions of Contract

SCHEDULE OF PRICE AND PAYMENT

SL No	Description of Work	Wt %	Payment limited to
B	PROCUREMENT		45% of EPC Price
8	Procurement- Placement of Purchase Orders as per approved weighted Billing Schedule. Purchase Order Copy accepted by the vendor to be submitted.	10% against BG for equivalent value valid upto contractual date of completion. BG shall be released on receipt of material at site and acceptance, the date whichever is earlier.	
9	Procurement- Verification of materials by PMC/3 rd party and certification as per approved weighted Billing Schedule. Relevant test Certificates, Inspection Report etc. to be submitted.	10% against BG for equivalent value valid upto contractual date of completion. BG shall be released on receipt of material at site and acceptance, the date whichever is earlier.	
10	Procurement- Ready for Delivery of of materials as per approved weighted Billing Schedule. Proof of shipment / dispatch of materials shall be submitted.	30%	
11	Procurement- Delivery of materials at site as per approved weighted Billing Schedule. The items to be certified by OIL/PMC..	40%	
12	Procurement-Completion of construction activities (Hydro test and pre-commissioning) and total plant ready for commissioning.	10%	

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ANNEXURE II to Special Conditions of Contract

SCHEDULE OF PRICE AND PAYMENT

SL No	Description of Work	Wt %	Payment limited to
C	CONSTRUCTION and COMMISSIONING		40% of EPC Price
13	Construction- All site work including site grading and leveling, Construction (Civil and Structural) and Site welding, Erection / Installation, Piping, Hook-up to the systems, Painting, Instrumentation, Electrical works and Testing as certified by PMC/OIL on pro-rata basis as per the approved weighted Billing schedule. Fabrication of all items, NDT, Hydro test Surface Preparation and Painting as certified by PMC/3 rd party on pro-rata basis as per the approved weighted Billing schedule.	75%	
14	Construction- Systems hydro test and pre-commissioning as certified by PMC/OIL on pro-rata basis as per the approved weighted Billing schedule.	12%	
15	Organizing training for OIL's personnel for Operation and Maintenance of the plant.	3%	
16	Successful Commissioning of GCS Makum.	10%	
SL No	Description of Work	Wt %	Payment limited to
D	PGTR		5% of EPC Price
17	PGTR- as certified by PMC/OIL on pro-rata basis as per the approved weighted Billing schedule.	60%	
18	PGTR-Successful Trail run of the SGCS Makum.	40%	
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**SCHEDULE OF PRICE AND PAYMENT****B) NOTES TO PAYMENT SCHEDULE**

- i. A weighted Billing Schedule covering all the Project activities shall be generated in line with the Payment Schedule and based on the approved weighted Bar chart- L4 schedule. The Billing schedule shall be agreed upon by OIL / OIL's PMC. The Billing schedule shall be updated from time to time as per the approved BOM and the weightages shall be revised accordingly.
- ii. Payment shall be made for Sl. No. 1, 2 4, 6 & 7 upon completion of these activities and acceptance by PMC/OIL.
- iii. Monthly Payment shall be made for Sl. No. 3 & 5 on prorated basis depending upon progress of each event as per approved Billing schedule.
- iv. Monthly payment for Sl. No. 8, 9, 10 & 11 shall be made on the basis of physical progress of the work of each activity as per approved Billing schedule.
- v. Payment shall be made for Sl. No. 12 upon completion of this activity and acceptance by PMC/OIL.
- vi. Monthly payment for Sl. No. 13 & 14 shall be made on the basis of physical progress of the work of each activity as per approved Billing schedule.
- vii. Payment shall be made for Sl. No. 15 & 16 upon completion of these activities and acceptance by PMC/OIL.
- viii. Payment for Sl. 17 shall be made on monthly installments basis depending upon job progress as per approved Billing schedule.
- ix. Payment for sl. 18 shall be after successful completion of 3 months of uninterrupted trouble free operation of the plant to the desired performance level & handing over GCS to OIL.

**SCHEDULE OF PRICE AND PAYMENT**x. Payment mechanism for procurement of items requiring DGMS approval

70% of the cost of equipment shall be paid against shipping / dispatch documents and balance 30% of the equipment cost along with the installation and commissioning charges shall be paid after successfully commissioning of the system. A system shall be considered as successfully commissioned only after obtaining valid DGMS approval for all the constituent equipment / instruments of the system. However, Contractor needs to provide valid DGMS approval or DGMS Field Trial permission for the entire field Instruments to be used in Hazardous area alongwith the shipping/ dispatch documents.

In case valid DGMS approval is not available, 50% of the cost of the equipment/instrument shall be paid against dispatch document along with DGMS Field Trial permission for the equipment/ instrument. Balance amount shall be paid after submission of valid DGMS approval.