

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

Corrigendum No. 5 to IFB No. CPG3774P17

**Engineering, Procurement, Construction, Testing & Commissioning of a
Group Gathering Station (GGS) at Baghjan, Assam**

- a) This Corrigendum is issued to notify the following changes as Addendum to above tender :

Amendment No. 02 (Commercial) to Bidding documents with the following attachments.

- **MODIFIED BEC TO TENDER NO. CPG3774P17**
- **Schedule of Rates/Prices (SOR/P) as per attached ANNEXURE-II (Rev-01) and Cost Break up ANNEXURE-A1 (Rev-01).**
- **Annexure-A incorporating Taxes and Duties Clauses (applicable for Supplies/Services during GST Regime) in the Bid documents, pursuant to implementation of GST Law w. e. f. 1st July 2017.**

- b) Further, this Corrigendum is also issued to notify extension of Sale Date of Bid document and Bid Closing/Opening Date as under :

- i) Last date of Sale of Bid document : **10.08.2017 (up to 15:30 Hrs. IST)**
- ii) Revised Bid Closing/Opening Date & Time : **17.08.2017 (11:00 Hrs./14:00 Hrs. IST: Server Time)**

- c) All other terms and conditions of the tender remain unaltered. Bidders are requested to take note of the above changes/information while preparing and submitting their offer.

- d) 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.

AMENDMENT NO. 02 (Commercial)
TO
BIDDING DOCUMENT NO.: CPG3774P17
Creation of Group Gathering Station (GGS) at Baghjan in Upper Assam

NAME OF WORK: GROUP GATHERING STATION**IFB No. /E-TENDER No.: CPG3774P17**

The terms, conditions, specifications and stipulations of the Bidding Document shall stand modified to the extent indicated here below under column “Modification/Addition/Deletion” and subject to these modifications; all other terms, conditions, specifications and stipulations of the Bidding Document & Amendments issued earlier shall remain unchanged.

SL. No.	Section(Document)	Clause No.	Subject	Modification /Addition/Deletion
1	VOLUME - I, PART - 2, BID EVALUATION CRITERIA (BEC)	1.2 [page no 34 of 269]	TECHNICAL CRITERIA : IN CASE OF SINGLE BIDDER	Clause No. 1.2 stands modified to be read as under : Quote - “Such EPC Projects/jobs/work(s) referenced for qualification in para 1.1 above must involve Basic Engineering, Detailed Engineering, Procurement, Fabrication & Erection and Construction & Commissioning works.” – Unquote
2	VOLUME - I, PART - 2, BID EVALUATION CRITERIA (BEC)	2.0(a) [page no 35 of 269]	FINANCIAL CRITERIA : Annual Turnover in case of a Single Bidder	Clause No. 2.0 (a) stands modified to be read as under : Quote – “The Bidder must have Annual Financial Turnover of at least Rs.82.50 Crore or USD 12.32 Million (1USD=INR 67.00) at least in any one of the preceding 03 (Three) Financial/Accounting Years from the original bid closing date (BCD) as per the Audited Annual Reports.” - Unquote
3	VOLUME - I, PART - 2, BID EVALUATION CRITERIA (BEC)	2.0 (b) [page no 35 of 269]	FINANCIAL CRITERIA : Annual Turnover in case of Consortium Bidder	Clause No. 2.0 (b) stands modified to be read as under : Quote – “At least one of the Consortium Members must have the Annual Financial Turnover equivalent or more than Rs.82.50 Crore or USD 12.32 Million (1USD=INR 67.00) at least in any one of the preceding 03(Three) Financial/Accounting years to be considered from the original bid closing date (BCD) as per Audited Annual Financial Reports. Additionally, the remaining Members must have the Annual Financial Turnover equivalent or more than Rs.41.25 Crore or USD 6.16 Million (1USD= INR 67.00) at least in one any of the preceding 03 (Three) Financial/Accounting Years from the original bid closing date as per the Audited Annual Reports.” - Unquote
4	VOLUME - I, PART - 2, BID EVALUATION CRITERIA (BEC)	2.0(d) [page 36 of 269]	WORKING CAPITAL REQUIREMENT	Clause No. 2.0 (d) stands modified to be read as under : Quote -

NAME OF WORK: GROUP GATHERING STATION

IFB No. /E-TENDER No.: CPG3774P17

				<p>“The Working Capital of the Bidder in case of Single Bidder and at least one of the Consortium Members (in case of Consortium bidding) must be Rs.33.00 Crore or USD 4.92 Million (1USD=INR 67.00) or more and at the same time the same must be Rs.16.50 Crore or USD 2.46 Million (1USD=INR 67.00) or more for the remaining Members of the Consortium individually in the preceding Financial/Accounting year from the original bid closing date.”</p> <p>- Unquote</p>
5	VOLUME - I, PART - 2, BID EVALUATION CRITERIA (BEC)	2.0 (d) [page 36 of 269]	INCORPORATION OF ADDITIONAL NOTE UNDER CLAUSE 2.0 (d)	<p>Note 1. has been incorporated under Clause 2.0 (d) to read as under :</p> <p>Quote –</p> <p>“Note 1: In case the bidder’s Working Capital is inadequate, the bidder shall supplement this with a letter from his bank confirming the availability of line of credit to meet the shortfall in specified working capital requirement.”</p> <p>- Unquote</p>
6	VOLUME-I, PART – 2, BID EVALUATION CRITERIA (BEC)	4.0 [page 37 & 38 of 269]	DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:	<p>Clause No. 4.0 stands modified to be read as under :</p> <p>Quote –</p> <p>“Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:</p> <p>(a) P.O/Work Order and job Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.</p> <p>(b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.</p> <p>(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.</p>

NAME OF WORK: GROUP GATHERING STATION

IFB No. /E-TENDER No.: CPG3774P17

				<p>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." – Unquote</p> <p>Note: Clauses 4.0 (d) , 4.0 (e) and 4.0 (f) stand deleted.</p>
7	VOLUME-I, PART – 2, BID EVALUATION CRITERIA (BEC)	6.5 [pages 40 & 41 of 269]	LSTK Price	<p>Clause No. 6.5 stands modified to be read as under : Quote – "The LSTK Price shall be calculated as follows:-</p> <p>a) Lump sum Price indicated in the Schedule of Rates/Prices (SOR/P) of Annexure-II (Rev.-01) comprising the prices of Supplies & Services.</p> <p>b) Lump sum price quoted by bidder in the Schedule of Rates/Prices (SOR/P) of Annexure-II(Rev.-01) is exclusive of GST.</p> <p>c) GST: The GST amount obtained by multiplying the quoted lump sum price in the Schedule of Rates/Prices (SOR/P) of Annexure-II(Rev.-01) with the prevailing rate of GST as on the Bid Closing Date is to be considered for purpose of evaluation of Bid.</p> <p>d) Total Lump sum EPC Price = 6.5(a) + 6.5(c), and shall form the Total Contract Value (Price)." - Unquote</p> <p>NOTE : A complete set of modified BEC incorporating the above changes is attached as "MODIFIED BEC TO TENDER NO. CPG3774P17" which supersedes the existing BEC of the Tender.</p>
8	VOLUME-I, PART – 3, SECTION-III SPECIAL CONDITIONS OF CONTRACT	Annexure – II to Special Conditions of Contract [pages 194-198 of 269]	SCHEDULE OF RATES/PRICES (SOR/P)	<p>ANNEXURE-II, showing SCHEDULE OF RATES/PRICES (SOR/P) has been modified to ANNEXURE-II (Rev-01). Copy of ANNEXURE-II (Rev-01) is enclosed which replaces ANNEXURE-II.</p>

NAME OF WORK: GROUP GATHERING STATION**IFB No. /E-TENDER No.: CPG3774P17**

9	VOLUME-I, PART – 3, SECTION-III SPECIAL CONDITIONS OF CONTRACT	Annexure – VI to Special Conditions of Contract [pages 211-213 of 269]	Annexure A1: COST BREAK-UP	ANNEXURE-A1, showing COST BREAK-UP has been modified to ANNEXURE-A1 (Rev-01) . Copy of ANNEXURE-A1 (Rev-01) is enclosed which replaces ANNEXURE-A1.
10	VOLUME-I, PART – 3, SECTION-I GENERAL CONDITIONS OF CONTRACT	8.9 [page 50 of 269]	SERVICE TAX	Clause 8.9 stands replaced with Annexure-A attached herewith.
11	VOLUME-I, PART-3, SECTION-III, SPECIAL CONDITIONS OF CONTRACT	59.0 (a), (b), (c) & (d) [page no. 186 of 269]	TAXES, DUTIES AND LEVIES [SERVICE TAX]	Clauses 59.0 (a), (b), (c) stand deleted. Clause 59.0 (d) stands replaced and to be read as under :- <u>(d) GST :</u> I. Lump sum price in the Schedule of Rates/Prices shall be EXCLUSIVE of GST. II. GST shall be reimbursed to the Contractor at actual against submission of Tax Invoice issued in accordance with GST Rules. III. GST rate shall be subject to Statutory Variation subsequent to submission of last price bid.
12	VOLUME-I, PART-3, SECTION-III, SPECIAL CONDITIONS OF CONTRACT	62.0 [page no. 188 of 269]	STATUTORY VARIATION	The words “ Central Sales Tax ,VAT and SERVICE TAX ” appearing in the clause and elsewhere in the bidding document stand replaced with the word “ GST ”

Note :

1. Bidder to submit this Commercial Amendment No. 02 duly signed & stamped as token of acceptance and shall upload this document in the un-priced folder of the e-bid.
2. Bidder must submit the prices as per Revised Schedule of Rates/Prices (SOR/P) vide Annexure-II (Rev.-01) failing which bid shall be liable for rejection.

(STAMP & SIGNATURE OF BIDDER)



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

VOLUME-1 PART – 2

BID EVALUATION CRITERIA (BEC) (MODIFIED)

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 Oil Collecting Station (OCS) or Group Gathering Station(GGS) or Crude Oil Refinery or Petrochemical Processing Plants or Natural Gas Processing Plants in hydrocarbon sector (except hydrocarbon pipeline job) in EPC mode.
- 1.2 Such EPC Projects/jobs/work(s) referenced for qualification in Para 1.1 above must involve Basic Engineering, Detailed Engineering, Procurement, Fabrication & Erection and Construction & Commissioning works.
- 1.3 Experience of having successfully executed one similar job as mentioned above in Para 1.1 of value not less than **Rs. 165.00 Crore** or **US\$24.63 Million** (1USD=INR 67.00) by the bidders in the last 07(seven) years to be reckoned from the original Bid Closing date.
- 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)



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

- 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 Legal Entites, the following requirement must be satisfied by the bidder:

- a) Consortium bids shall be submitted with a Memorandum of Understanding (MoU) 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 the 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.
- b) 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.
- c) 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 Bidder must have Annual Financial Turnover of at least Rs. 82.50 Crore or USD 12.32 Million(1USD=INR 67.00) at least in any one of the preceding 03 (Three) Financial/Accounting Years from the original bid closing date (BCD) as per the Audited Annual Reports.

- ### b) 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. 82.50 Crore or USD 12.32 Million (1USD=INR 67.00) at least in any one of the preceding 03(Three) Financial/Accounting years to be considered from the original bid closing date (BCD) as per Audited Annual Financial Reports. Additionally, the remaining Members must have the Annual Financial Turnover equivalent or more than Rs. 41.25 Crore or USD 6.16 Million (1USD= INR 67.00) at least in any one of the preceding 03 (Three) Financial/Accounting Years from the original bid closing date as per the Audited Annual Reports.



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

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 from the original bid closing date.

d) Working Capital Requirement : The Working Capital of the Bidder in case of Single Bidder and at least one of the Consortium Members (in case of Consortium bidding) must be Rs. 33.00 Crore or USD 4.92 Million (1USD=INR 67.00) or more and at the same time the same must be Rs. 16.50 Crore or USD 2.46 Million (1USD=INR 67.00) or more for the remaining Members of the Consortium individually in the preceding Financial/Accounting year from the original bid closing date.

Note 1: **In case the bidder's Working Capital is inadequate, the bidder shall supplement this with a letter from his bank confirming the availability of line of credit to meet the shortfall in specified working capital requirement.**

Note 2: 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 (as the case may be) has not been audited so far (upto the bid submission date).

Note3: For proof of Annual Turnover & Net Worth any one of the following document 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.

Note 4: 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



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

Government, their certificates may be accepted even though FRN is not available. However, the bidder to provide documentary evidence for the same.

Note5: 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' and the 'Member(s)', and shall be submitted in the format provided in the Bidding Document.
- iii) The division in scope of work among Consortium dMembers 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 nomination of 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 the Company'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 the Company.
- v) The selected 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 or failure to perform by a Consortium Member.
- vii) Any bidder or entity can bid either singly or as a member of only one Consortium.



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

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.
- (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.

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/Prices (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.



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No.**CPG3774P17**

- 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)-Projects Office at Duliajan on or before 12.45 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.



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.
IFB No. **CPG3774P17**

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 Engineering, Procurement, Supply, Installation, pre-commissioning & successful PGTR till handing over of the GGS Plant to the Company (OIL).



BID PACKAGE

Creation of Group Gathering Station(GGS) at
Baghjan in Upper Assam.

IFB No.**CPG3774P17**

6.5 The LSTK Price shall be calculated as follows :-

- a) Lump sum Price indicated in the Schedule of Rates/Prices **(SOR/P)** of Annexure-II(Rev.-01) comprising the prices of **Supplies & Services**.
- b) Lump sum price quoted by bidder in the Schedule of Rates/Prices **(SOR/P)** of Annexure-II(Rev.-01) is **exclusive of GST**.
- c) **GST:** The GST amount obtained by multiplying the quoted lump sum price in the Schedule of Rates/Prices **(SOR/P)** of Annexure-II(Rev.-01) with the prevailing rate of GST as on the Bid Closing Date is to be considered for purpose of evaluation of Bid.
- d) **Total Lump sum EPC Price = 6.5(a) + 6.5(c), and shall form the Total Contract Value (Price).**

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. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format.
- 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.
- 8.0 CUSTOMS DUTY :** The tools and services under this Contract shall be carried out in PEL/ML areas of the Company (OIL) which have been issued or renewed after 01/04/1999 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No Customs Duty is therefore considered for evaluation of bids.

&&&&&

END OF VOLUME-1PART-2

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime for Tender and Order Amendments)

INDIRECT TAXES (G.S.T.)

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to OIL.
3. In a situation where Purchase Orders (POs) have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account. (Vendor/Supplier/Contractor is required to submit a comparative tax analysis for the bills presented after introduction of the GST).
4. Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

ATTACHMENT TO COMMERCIAL AMENDMENT NO. 02

5. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor.
6. GST liability, if any on account of supply of free samples against any tender or purchase order shall be to be bidder / supplier's account.

ANNEXURE-A1 (Rev-01)

COST BREAK-UP :

			Ex-Works Price/ FOB Price	Ex-Works Price/ FOB Price	Site work	Installation & Commissioning	Taxes, duties, levies considered by bidder other than GST	Total Price (4+5+6+7)	Total Price	CIF (Indian) port component involved in Total Price for issue of Essentiality Certificate	CIF (Indian) port component involved in Total Price for issue of Essentiality Certificate
S No.	System / Descriptions	Estimated Quantity	In INR	Foreign currency				Total INR	Total Foreign Currency	INR	Foreign Currency
1	2	3	4 (i)	4 (ii)	5	6	7	8 (i)	8(ii)	9 (i)	9(ii)
A.0	MECHANICAL EQUIPMENTS										
A.1	INLET MANIFOLD SYSTEM, MULTIPHASE FLOW METER & TEST SEPERATOR										
A.2	NAG SEPARATION SYSTEM										
A.3	SEPARATION AND STABILIZATION SYSTEM										
A.4	TRUNK LINE KOD & GAS METERING SYSTEM										
A.5	PRODUCED WATER TREATMENT SYSTEM										

NAME OF WORK: CONSTRUCTION OF GROUP GATHERING STATION
IFB No. /E-TENDER No.: CPG3774P17

ATTACHMENT TO COMMERCIAL AMENDMENT NO. 2

[illegible]


NAME OF WORK: CONSTRUCTION OF GROUP GATHERING STATION
IFB No. /E-TENDER No.: CPG3774P17

ATTACHMENT TO COMMERCIAL AMENDMENT NO. 2

[illegible]

SCHEDULE OF RATES/PRICES (SOR/P)

Annexure-II (Rev-01)

	BID PACKAGE Creation of Group Gathering Station (GGS) at Baghjan in Upper Assam IFB No. CPG3774P17	
---	---	--

Sr. No.	Description	Unit	Total Quoted Price = (i + ii)	
			Amount in Foreign Currency (i)	Amount in Indian Rupees (ii)
SUPPLIES & SERVICES				
Total quoted EPC Price except GST	1	Total cost covering Engineering, Procurement, Construction & Fabrication, Installation & Commissioning and PGTR as per entire scope of Project as given in bidding document including customs duty, inland freight, insurance and all other applicable taxes and duties but excluding GST . Note 1: The scope of work of the project on EPC basis. The eligible / applicable Customs Duty exemption and deemed export benefit as detailed in the bidding document also to be considered while bidding. Note 2: While quoting, the Bidder should refer to the Schedule of Payments.	Lump sum	
	2	Total CIF Indian Port value of imported items included in price of supplies/material. The quoted amounts not to be considered for price evaluation.		

Note 1 : The rates quoted by the Vendor shall be inclusive of all taxes, duties and levies EXCEPT GST. However, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax (GST) introduced during the tenure of this contract/agreement then the same shall be borne and payable by Oil India Ltd. to the Contractor in addition to the contract price, at actual. The Contractor has to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the Contractor to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of ITC to Oil India Ltd.

Note 2 : For the purpose of understanding, the various Duties & Taxes such as Excise Duty, CST, VAT, Service Tax, Entry Tax, Octroi, Special Customs Duty and Countervailing Duty (CVD) referred elsewhere in the Tender shall be read as included in the GST.