

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

**Corrigendum No. 1 to IFB No. CPI5091P18**

**Hiring of Services for Engineering Procurement Construction  
Management Consultancy (EPCM) for construction of Gas Pipeline from  
Baghjan to CGGS, Madhuban, Assam**

- a) This Corrigendum is issued to notify the following as Addendum to above tender :
- i) Technical/Commercial clarifications to the Pre-Bid Queries as per attached **Annexure - A**
  - ii) Modification of **Clause No. 8.8 (Service Tax)** pertaining to **General Conditions of Contract in Part-3, Section – I** of the Bid documents as per attached **Annexure-B** which will supersede the existing Clause.
- 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 : **03.08.2017 (upto 15:30 Hrs. IST)**
  - ii) Revised Bid Closing/Opening Date & Time : **10.08.2017 (11:00 Hrs./ 14:00 Hrs. IST : Server Time)**
- c) Bidders are requested to take note of the above changes/information while preparing and submitting their offer.
- d) All other terms and conditions of the tender remain unaltered.
- e) All the prospective bidders are requested to regularly visit OIL's website: [www.oil-india.com](http://www.oil-india.com) and E-procurement portal <https://etender.srm.oilindia.in/irj/portal> for further announcements /latest information related to this tender.

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**Annexure-A to Corrigendum No. 1 to IFB No. CPI5091P18**

**IFB No. CPI5091P18: Hiring of Services for Engineering Procurement Construction Management Consultancy (EPCM) for construction of Gas Pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam.**

1.0 This Corrigendum is issued to notify the following corrections/revisions in the bid document: -

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
1.	B., 1.0, iv) Page 3 of 38	Development of ROW map after detail survey through survey agency(s) hired by EPCM. Identification of existing pipelines in the ROW and their marking.	Kindly clarify the scope (activities & deliverables) to be carried out.	The Consultant has to develop a detail ROW map identifying the existing pipelines in the ROW. This is not limited to but include marking of road, river, railway crossings, etc. in the ROW map. For this, the survey has to be carried out by EPCM or through survey agency(s) hired by EPCM.
2.	3.2, viii) Page 6 of 38	Perform pipeline stress analysis to determine the system flexibility.	Are we required to do stress analysis of above ground piping system or underground pipeline or both?	Stress analysis has to be carried out for the entire Pipeline system within the Battery Limit pertaining to this project.
3.	4.1, viii) Page 10 of 38	EPCM shall assist OIL in issuing Recommendatory Letter to Directorate General of Hydrocarbon (DGH), New Delhi for Essentiality Certificate for imported items as applicable.	Whether DGH certificate is required? If yes, what details are required by DGH?	The term Recommendatory Letter has been replaced with Essentiality Certificate Application (EC Application). The Consultant has to assist OIL in processing EC Application to Directorate General of Hydrocarbon (DGH), New Delhi. However, the responsibility of getting the certificate will be with the material / equipment vendor / supplier

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
4.	4.2, xv) Page 11&12 of 38	The following shall be applicable for Inspection / tour outside India subject to approval of OIL: a) Stage inspection shall be carried out selectively based on purchase requisition.	Whether foreign inspections (if any) are excluded from scope of EPCM.  If not, then whether the cost of foreign inspections is to be borne by EPMC or shall be reimbursed by client at actuals?	No Foreign inspections are envisaged at this stage for the Project.
5.	5.2, vii) Page 15 of 38	As far as possible the land for store premises shall be provided by OIL. If in any case land is not available with OIL, then EPCM has to identify location and hire land for store premises in consultation with OIL. The hiring cost of land for store premises will be reimbursed by OIL as per actual. However, the requisite services such as loading, unloading, security etc. of material & equipment's wherever required shall be arranged by EPCM and cost for the same shall be borne by EPCM. The said store shall be managed by EPCM. Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc. have to be arranged by EPCM on their own. The expenses for store towards Electricity, Housekeeping, etc. will be have to loaded on the total quoted cost of the EPCM.	In case land for store is provided by OIL, then cost of boundary wall/ fencing of the store area and covered/ indoor storage facilities shall be in whose scope? Kindly clarify	In case the land for store is provided by OIL then fencing of the store area and covered area will be provided by OIL. However, Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc. have to be arranged by EPCM on their own. The expenses for store towards Electricity, Housekeeping, etc. will be have to loaded on the total quoted cost of the EPCM.

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
6.	5.2, vii) Page 15 of 38	<p>As far as possible the land for store premises shall be provided by OIL. If in any case land is not available with OIL, then EPCM has to identify location and hire land for store premises in consultation with OIL. The hiring cost of land for store premises will be reimbursed by OIL as per actual. However, the requisite services such as loading, unloading, security etc. of material &amp; equipment's wherever required shall be arranged by EPCM and cost for the same shall be borne by EPCM. The said store shall be managed by EPCM.</p> <p>Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc. have to be arranged by EPCM on their own. The expenses for store towards Electricity, Housekeeping, etc. will be have to loaded on the total quoted cost of the EPCM.</p>	<p>Since none of the purely EPCM company owns heavy equipment for loading /unloading of material, hence it is suggested to exclude the engagement of equipment, security, stores infra from the scope of EPCM.</p> <p>The security, stores infra and equipment for loading/ unloading may be included in the scope of contractor who shall maintain the stores under the supervision of EPCM.</p>	<p><b>The clause shall be read as</b> "As far as possible the land for store premises shall be provided by OIL. If in any case land is not available with OIL, then EPCM has to identify location and hire land for store premises in consultation with OIL. The hiring cost of land for store premises will be reimbursed by OIL as per actual. However, the requisite services such as loading, unloading, etc. of material &amp; equipment wherever required shall be included in the scope of the Works contractor. EPCM shall be responsible for the management of the said store. Security shall be provided by OIL depending on availability or else Security services shall be contracted by EPCM, payments for the same to be made by OIL.</p> <p>Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc. have to be arranged by EPCM on their own. The expenses for store towards Electricity, Housekeeping, etc. will be have to loaded on the total quoted cost of the EPCM."</p>

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
7.	9, 9.6, v) Page 24 of 38	EPCM shall ensure that 100% of manpower deployed for work execution is from the regular payroll of the company.	Since deployment of TPI at the expense of EPCM is allowed for inspection purposes, it would be logical to allow for construction supervision manpower on the contract payroll of the company also. It is requested that except for the key manpower, deployment of contract employees may be allowed and requirement of deploying manpower only on regular payroll of the company, may not be insisted upon.	TPI referred as per Clause 4.2, Part-3, Section II Page 12 of 38 is for inspection of material and equipment only. For construction supervision manpower, please follow Tender document.
8	Annexure-A Page 34 of 38	EPCM will include Design, Supply, and Installation & Commissioning of the system on LSTK basis. Tentative BOM	We understand that it is a typographical error and LSTK supply of SCADA system is not included. Only EPCM services for SCADA system are included in scope. Kindly confirm.	The role of EPCM is to prepare the engineered bid package, select an LSTK contractor, and supervise the execution done by the LSTK contractor for the complete job of Design, Supply, Installation & Commissioning of the SCADA system for these pipelines by hooking up with the existing OIL SCADA system and utilizing the existing SCADA infrastructure to the extent possible as required.

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
9	Clause No. 3.7 (ii) Part-3, Section II Page 7 of 38	Preparation of Specification for Geo Technical Survey or any other surveys required and carry out through contractor if required	Please confirm requirement of "any other survey" and details/sample size etc.	<b>For any other survey not envisaged now</b> which needs to be carried out during execution, scope of work shall be prepared and submitted to OIL for approval by EPCM along with Preparation of Tender documents, invitation of bids, evaluation of bids, submit technical, commercial & award recommendations, assist OIL during negotiations, prepare draft LOAs for issuing award letters by OIL, assist OIL during Contract finalizations between OIL & selected parties, supervision of works and any other services as required for completion of the work.
10	Clause No. 4.1(viii) Part-3, Sec - II Page no. 10 of 38	EPCM shall assist OIL in issuing recommendation..... Excise duty exemption	'Custom clearance for imported items shall be responsibility of contractor appointed by OIL. EPCM shall only provide the Technical assistance required for obtaining document/certificates from various statutory authorities. Please confirm	Bidder's understanding is correct
11	Clause No. 4.4, Part-3, Sec - II Page No. 12 of 38	Customs duty for project items..... Transportation of materials/ equipment		

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
12	Clause No.6.0 Sub Clause 6.1 Part-3, Section II Page No. 17 of 38	EPCM will have to use Project Management software of M/s OIL named TIMECHART for creating, uploading and storing all project related data, reports etc.	Usage of Primavera software	Usage of Primavera software for Project Management activities is allowed. The output reports from Primavera shall be provided to OIL for updation in TIEMCHART software as available. EPCM has to facilitate OIL in updation of report in TIEMCHART software.
13	Clause 7.3 Part-3, Section II Page 20 of 38	Commissioning and Start up is to be carried out with assistance from Construction contractor.	We understand that EPCM shall provide assistance by deployment of commissioning engineer. However, responsibility of commissioning and start-up will remain with construction Contractor. Please confirm our understanding.	EPCM shall ensure proper commissioning of project and manage the contractor.
14	Scope of Work, Annexure - A	SCADA	Bidder understand that, any co-ordination required with the existing SCADA system vendor (M/s. ABB) for any additional hardware / software requirements / application development / graphics development / modifications for hook up of new equipment signals with existing system shall be by Company (OIL). Only Engineering inputs for the same shall be Bidder's scope. OIL to confirm.	Any co-ordination required with the existing SCADA system vendor (M/s. ABB) for any additional hardware / software requirements / application development / graphics development / modifications for hook up of new equipment signals with existing system shall be the responsibility of the EPCM. However, OIL will provide necessary assistance as and when required.

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
15	General	Valves	Bidder understand that the valves at the SV stations shall be Motor Operated Valves. If they are Instrument Air Operated valves, please clarify the availability of Instrument air at the locations.	The valves at the SV stations shall be designed as per standard codes and requirement. The selection of utilities has to be carried out as per requirement & availability.
16	SOW: Cathodic protection requirement	Cathodic Protection	Bidder understand that CP requirement for existing pipeline is limited to study or engineering only. Implementation scope or execution supervision is not envisaged in current EPCM scope of work.	Implementation of CP in existing pipelines has to be carried out by CP contractors under the supervision of the EPCM. However, detail study and engineering has to be carried out by EPCM
17	General	Free – Issue material	Bidder request OIL to give details on FREE-ISSUE material. Which all materials will be free-issue material and what would be scope of EPCM as far as free-issue material is concern.	The list of Free-issue material has to be prepared by EPCM during Engineering phase and approved by OIL based on execution methodology
18	Clause 3(f), Part-3, Section-IV, SCC Page 3 of 7	Additional equipment and machinery required to carry out the tasks required under the contract shall be provided by the Consultant.		The clause stands deleted.



SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
19	Clause 4.2, (xix), Part-3, Section II, Page 12 of 38	EPMC shall inspect or depute OIL approved TPI (cost of same has to be borne by EPMC) for the various equipment and material during the various stages of construction and tests at the manufacturer's works within the country. The list of OIL approved TPI are Lloyds /BVQI /TUV /RITES /IRS /DNV /Tuboscope vetco.		<b>The clause shall be read as</b> "EPCM shall inspect or depute OIL approved TPI (cost of same has to be borne by EPCM) for the various equipment and material during the various stages of construction and tests at the manufacturer's works within the country. The list of OIL approved TPI are Lloyds /BVQI /TUV /RITES /IRS /DNV /Tuboscope vetco."
20	Clause 4.2, (xix), Part-3, Section II, Page 12 of 38	EPMC shall inspect or depute OIL approved TPI (cost of same has to be borne by EPMC) for the various equipment and material during the various stages of construction and tests at the manufacturer's works within the country. The list of OIL approved TPI are Lloyds /BVQI /TUV /RITES /IRS /DNV /Tuboscope vetco.	OIL shall directly appoint and pay to TPI agency for Inspection of all third party supplied items as per the identified list. OIL to please share list of items to be inspected by TPI and EPCM and confirm	To be guided as per Tender document
21	Clause nos. 6.2 & 11.2 of GCC, Part-3, Section-1	General Conditions of Contract		To be guided as per Tender document
22	SOR/P, Part-3, Section-III	Schedule of Rates/Prices		To be guided as per Tender document

SL. No.	Clause No. / Page No.	As Per Tender Document	Bidders' Query	OIL's clarification / Modified clause
23	Clause no. 3.7, (iii), Part-3, Section II, Page 7 of 38	Prepare the design basis including requirement for firefighting system and safety aspects	<ul style="list-style-type: none"> <li>• Please clarify the type of firefighting &amp; fire protection system required for Scraper Launcher and Receiver for this project.</li> <li>• If firefighting system is required for Scraper Launcher and Receiver, then any existing fire water ring main is available for tapping of fire water to protect Launcher and Receiver?</li> </ul>	<ul style="list-style-type: none"> <li>• Firefighting &amp; fire protection system required for Scraper Launcher and Receiver for this project has to be designed as per Industry standards and regulatory norms.</li> <li>• Fire water ring main is available for tapping of fire water at Launcher (Dispatch terminal) and Receiver Barrels (Receiving terminal).</li> </ul>

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**Annexure –B to Corrigendum No. 1****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-Profitteering 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.

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.

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