



BID CORRIGENDUM

AMENDMENT NO. 03 DATED 06.10.2023 To GEM BID NO.
GEM/2023/B/3915011

1.0 This addendum is issued to upload reply to Pre-bid queries as below.

S.No.	Tender Clause Ref No. & Pg no.	Tender Clause Description	Queries	OIL's Reply
1	14.3.1 APPLICABLE CHARGES: Pg No. 18	70% payment of the materials cost will be made on receipt of all the materials free from any defects against certification from Company (OIL)'s authorized personnel. Remaining 30% of material cost together with Installation & Commissioning charges will be paid after successful Installation and Commissioning of the equipment.	<p>The payment terms for this tender are stringent which will not allow us to bid competitive.</p> <p>The current payment terms of 70% on delivery and 30% on ICT pose a significant financial burden on our company. As an MSE, we have to invest a substantial amount upfront to procure the necessary materials and provide the required services. This upfront investment is crucial for us to meet the high standards expected by OIL.</p> <p>As our performance security we will submit the Bank Guarantee amount which is increased from 3% to 10%. OIL will hold the ICT charges value until we complete the ICT successfully of each unit. Even after considering 90% payment after delivery, OIL will still be retaining over 25% to 30% of bid value in form of BG, ICT and remaining 10%. Apart of this, we are committed to provide the AMC for 2 years.</p> <p>So, we propose OIL to release the 90% order value on delivery of the equipment and 10% after successful Installation & Commissioning. It will support us to bid competitive prices for this tender.</p>	No changes in the NIT. Bidder must submit their offer as per NIT.
2	Additional Clause For Annual Maintenance Charges Pg No. 8	Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.	<p>We are already submitting the PBG against supply which will cover the entire warranty period of the equipment.</p> <p>The additional PBG against AMC is acceptable, however, we are not accepting the PBG on entire contract value as these two are separate contracts.</p> <p>This will impose additional financial burden on the MSE company like us. our money will be block for almost 3 years and it will stop us from participating in the other tender.</p> <p>This clause is not financially viable so requesting you modify the clause and accept the PBG (may be even 10%) on AMC charges.</p>	PBG @10% on annualized AMC charges shall be taken separately during period of AMC. Bidder must submit their offer accordingly. Bidder may ignore any other clause of PBG on AMC in the NIT.

3	(a) EMD Exemption Pg No. 2 of GEM bid document	EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.	This tender comprises of supply, I & C and Annual Maintenance Contract. We are a MSE bidder and service provider. Although we are not a manufacturer of the tendered items but we are providing I & C services and AMC services to OIL as per the tender requirement. So, we assume that as per GTC & MSE policy we are eligible for EMD exemption. We request OIL to clarify the same.	MSE benefits shall be given as per NIT clauses and GeM GTC. Bidder must refer the same.
4	10.1 General Warranty Clause Pg No. 14	The warranty shall cover a minimum of Twelve (12) months from the date of successful commissioning the equipment. The warranty shall fully cover against any manufacturing, handling, installation and commissioning defects and / or malfunctioning. Defective equipment shall be repaired by BIDDER within maximum 15 days from the receipt of notice from the COMPANY. If the defective equipment can't be repaired, BIDDER shall replace said equipment free of cost with a device of the same specifications free from any defects within 15 days of detection of malfunctioning / defects. All the consumables/spares required for smooth operations during warranty/guarantee period shall be supplied by the bidder on Free Of Cost Basis.	The Downhole Heating Equipment constitutes a complex metallurgical system that requires precise handling and maintenance. Any alterations, whether it involves chemical injection, the uninstallation, or reinstallation of the heater, or any deviation from the guidelines outlined in the Operations and Maintenance (O & M) Manual, demand immediate expert intervention from supplier or OEM of the EDH. To ensure the optimal performance and longevity of this equipment, it is imperative to notify the supplier well in advance should any changes be anticipated in the well after the installation of the heater during warranty period. This proactive communication ensures that appropriate measures can be taken to safeguard the equipment's integrity and functionality. It is essential to underscore that any negligence or failure to adhere to these guidelines by the client, (OIL India) will render the warranty associated with the Downhole Heating Equipment null and void. We request OIL to clarify in the tender that OIL will involve the expert from supplier's team and inform the supplier in advance through written communication in event of any changes occurring after installation of heater in the well.	Noted. OIL understands the complexities involved with the handling and maintenance of the EDH and will communicate the supplier in advance if any changes that may affect the EDH are to be carried out in the well.
5	Technical Query Well completion Diagram BGW # 13 Pg No. 13	5 -1/2" Casing and Tubing 2 - 7/8" Tubing	Our OEM recommended to change the Tubing from. 2-7/8" to 2-3/8"	OIL does not have 2-3/8" size tubing in the inventory. Bidder is recommended to design the heater considering 2-7/8" Tubing.
6	GEM/2023/B/3 915011	EMD	Manan has NSIC certificate for providing servies and the EMD exemption available . Can the EMD exemption be availed for this purchase tender ?	MSE benfits shall be given as per NIT clauses and GeM GTC. Bidder must refer the same.

7	GEM/2023/B/3 915011	Will oil provide Essentiality Certificate for import of the proposed Electric Downhole Heater?	Will oil provide Essentiality Certificate for import of the proposed Electric Downhole Heater?	Essentiality Certificate for import shall not be provided. However, Essentiality Certificate for concessional GST for domestic invoicing shall be provided as per NIT.
8	BID EVALUATION CRITERIA	The Indian company /bidder who will bid as Principal bidder must be from the field of manufacturing and supplying of oil & gas equipment as per API standards and "Technical Partner" must meet supply experience as specified under para 2.1.1 & 2.1.2 above. Documentary evidence shall be submitted as mentioned in para 2.1.2.	Kindly include Oil & Gas service providers. Proposed Modification. The Indian company /bidder who will bid as Principal bidder must be from the field of manufacturing, services and supplying of oil & gas equipment. The manufacturing & supply of Oil & gas equipment be as per API standards and "Technical Partner" must meet supply experience as specified under para 2.1.1 & 2.1.2 above. Documentary evidence shall be submitted as mentioned in para 2.1.2.	This is Standard Clause. No deviation to NIT is acceptable. Bidder must submit their offer as per NIT.
9	BID EVALUATION CRITERIA	1.0 The bidder shall have an annual financial turnover from Operations equal to minimum INR 4.58 Crs during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender. {Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)}.	In support of the above request.{Annual Financial Turnover of the bidder from operations shall mean -"Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered , or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91)}.	This is Standard Clause. No deviation to NIT is acceptable. Bidder must submit their offer as per NIT.
10		Request for Extension for bid submission by 3 weeks over the original bid submission date of 26-09-2023 to 17-10-2023	Request for Extension for bid submission by 3 weeks over the original bid submission date of 26-09-2023 to 17-10-2023	Bidders shall be provided sufficient time for submission of their bid. Any bid corrigendum in this regard shall be uploaded in OIL's website and GeM portal.

11	Broad Scope of work	14.3 MODULE – III: EQUIPMENT PREPARATION, INSTALLATION, COMMISSIONING AND START-UP ALONG WITH ANNUAL MAINTENANCE CONTRACT FOR PERIOD OF ONE YEAR:	Oil to confirm provision of Material handling equipment, crane, slings etc for installation of the Electric Downhole heater on installation site	OIL confirms the provision / availability of Crane and slings at the rig site.
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2.0 Bid End Date/Time and Bid Opening Date/Time shall be amended as under in lieu of existing:

Bid End Date/Time:	17-10-2023 14:00:00
Bid Opening Date/Time	17-10-2023 14:30:00

3.0 All the Terms & Conditions of the Bid Document remain unaltered.

4.0 Bidders must submit their offer accordingly.

sd/-
A. D. SINGH
Manager (C&P)
For General Manager (C&P)
For Executive Director (RF)