

CLARIFICATIONS TO PRE-BID QUERIES

NAME OF WORK: Hiring of EPMC Services for Construction of Water Injection Station at Dikom, Dibrugarh
 IFB No. /E-TENDER No.: CPI5336P18

Sl. No.	REFERENCE OF BIDDING DOCUMENT				Pre-Bid Queries	OIL's Reply
	Part/ Section	Page No.	Clause No.	Subject		
1	PROCESS	46	Clause 2.1	Water Chemistry	Requested to furnish any typical ground water sample analysis of same area.	Shall be provided to the successful bidder after award of the contract.
2	CIVIL & STRUCTURAL			Project Data	<p>OIL is requested to furnish the followings: -</p> <ol style="list-style-type: none"> 1. Proposed site plan with Latitude and longitude 2. Nearby weather station or Meteorological data. 3. Any representative soil data of nearby area if available. 	<ol style="list-style-type: none"> 1. Shall be provided to the successful bidder after award of the contract 2. Responsibility of EPMC to collect Met-data from nearby weather station. 3. Soil investigation is under the scope of EPMC (Refer clause 3.1 of Part 3, Section II page no. 46 of 94).
3	ELECTRICAL				OIL is requested to provide the location / distance of the electrical power source Indicating voltage level at the source.	Electrical Power Generation shall be from Gas Based Gensets which will be in the scope of EPC/LSTK. EPMC to calculate electrical power requirement and capacity of the Gensets.
4	C&I	53	Clause 4.3.5	Detailed Scope of Services Instrumentation	OIL is requested to clarify whether (a) Independent control system will be provided for WIS with or without hook up with any central control system or (b) WIS control shall be thru any central control system to be provided by other. In case of (b) above, OIL may please inform the location of central control system from the area of WIS.	Independent control system shall be required as per the design requirement of WIS, Dikom.

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5	PROJECT MGMT.					
A		21	Clause 3.0	Duration of Contract Period	If the Contract period is extended beyond (19+3=22), months for no fault of EPMC and OIL desires to continue the contract of EPMC , the contract price of EPMC shall be reviewed and re-established by mutual discussion. OIL may note that "Man-day Cost" of site service in particular will increase after 34 months.	Refer Part-3, Section-III, Schedule of Rates & Payment and Note to SOR & P.
B		41	Clause 27.8		Request OIL to make 7 days turnaround time for payment against any invoice.	Not Acceptable. Please be guided by the relevant clause of the tender.
C		46	Clause 2.1	Phase III	Our understanding is that EPMC's scope shall be limited to keep provision in space/layout only and in no case any design /engineering of Phase III is included under scope of work under Phase I / Phase II. Please confirm our understanding is correct.	EPMC to keep provision for Phase-III. Scope of EPMC will be limited for Phase-I & Phase-II only.
D		57	Clause 1. (i)	Daily report	We presume daily report is for site activities and for engineering monthly progress would be applicable. Please conform.	Please refer to the clause 4.8 of Part-3, Section-II (Page no. 57) .
E		64, 65 and 67	Clause Service line item 60 and 70	Man-days & Trips	Please confirm that the price of EPMC bid shall be on lump-sum basis as per your price schedule. This lump-sum price will include 15 trips and 3125 man-days for site supervision. If the no. of trips are more than 15 and /or no. of man-day at site supervision is more than 3125, the additional trips and / or man-days shall be paid as per unit rate to be provided by us in EPMC bid. OIL is requested to confirm.	At this point of time total no. of trips & mandays is not envisaged to exceed 15 trips & 3125 man-days during the contract duration of 22 months. In case of increase in trips and mandays, EPMC shall intimate and obtain prior approval from OIL and payments for the same shall be made based on unit rate quoted in the tender.

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F	PART- 3, SECTION – II:	60	Clause 5.0 (i)	EPMC Office & Manpower Requirement	<p>“The EPMC can carry out the drawing and document approval activities from their permanent office set-up”.</p> <p>The above activity pertains to Service Line Item 60 , Serial No. 6- Schedule of Rates & Payment : Execution Phase III.Since the EPMC can carry out the drawing and datasheet approval from their permanent office set –up, how will the actual man-days consumed by the EPMC for this activity will be accounted for by OIL, at the time of payment approval of the billing break up for activities related to Service Line Item 60?</p>	During the Execution Phase-III, the successful bidder (EPMC) shall have to submit the detail Billing break-up allocating required no. of man-days for Project Management and Drawing & Document approval as per the DCI submitted by EPC/LSTK irrespective of no. of documents in the DCI. (Keeping minimum of 65% of the total mandaysof 3125 mandays for site supervision, commissioning & project closure activities.)
6	SITE SUPERVISION					
A		61	Clause 5.0 (iv) (b)	Manpower deployment	It may be noted that the deployment of man power (their nos. and qualification) is the onus of EPMC contractor based on the overall project schedule and planning to maintain the completion period. EPMC will be charged LD as per clause if the overall project schedule is delayed due to inadequate deployment of manpower etc. As such, we request you the waiver of this clause.	Not Acceptable. Please be guided by the relevant clause of the tender.

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B		61	Clause 5.0 (iv) (f)	Disengage , re-engage of personnel or temporary closure of site	It is noted that OIL may order for temporary closure of work and ask EPMC to dis-engage their man power and further re-engage of them when the temporary Closure of work will be withdrawn/lifted at any time during the execution of the project. We request OIL that in that situation, OIL shall provide at least one month notice to EPMC for demobilization and or further mobilization of their personnel / work force. Any dues to EPMC during such closure including notice period shall be cleared fully. If the temporary closure duration is such that it crosses the total project period of 22 months reckoned from the date of work order, further re-engagement of personnel by EPMC shall be mutually decided with revised cost of man-days.	Not Acceptable. Please be guided by the relevant clause of the tender.
C		61	Clause 5.0 (iv) (d)	Payment of Man-Days	Please send us the list of Off-days and Holidays as defined in the Tender.	Shall be provided.
D		62	Clause 5.0 (iv) (i)	Penalty	Since the deployment of man power at site shall be planned and decided by EPMC as per their schedule, this clause of penalty for non- deployment of manpower as per instruction of OIL does not arise.	Not Acceptable. Please be guided by the relevant clause of the tender.

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7	COMMERCIAL TERMS	70	Clause (e)	Project delay	In case of delay of execution beyond 22+12 = 34 months, line no 30, 60 and 70 shall be revised on mutual discussion. Please confirm.	In case of delay of execution beyond 22+12 = 34 months, SOR&P line no. 60 and 70 shall be revised on mutual discussion between OIL & EPMC.
A		69	Item 60	Payment terms	For item number 60 - 20% payment of actual work will be withheld and will be released after successful commissioning of WIS. This seems to be very high. Request you to modify this to 10%.	Not Acceptable. Please be guided by the relevant clause of the tender.
8	PERFORMANCE SECURITY	2 & 39	Clause 2 (xvi) & Clause 20	Performance Security	In page number 2, clause 2 (xvi) the amount of performance security shall be 10% of the annualized contract however in page 39, clause 20 same is mentioned as 10% of the estimated total contract price, which is contradictory. Please confirm Performance Security shall be as per page 2.	Amount of Performance security shall be 10% of the total contract price.
9	OTHER POINTS					
A		40	Clause 24 (b)	Limitation of Liability	Liability shall not exceed 50% of the Annualized contract price" this value seems to be very high. Normally for EPCM contract this liability shall not be more than 10%. Request you to review the same.	Bidder's request to review the clause is not Acceptable.
B				Defect Liability	Defect liability period is not specified in the tender. We propose the same to be 12 months from the date of completion (i.e 22 months from the date of work order). Please mention.	Defect Liability period will be 12 (twelve) months from the date of successful commissioning of WIS, Dikom.

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C		89		Agreement between bidder and parent company	Value of stamp paper is not mentioned in the tender	Stamp paper value shall be of minimum Rs. 100/-
D		60	Clause 5.0 (iv) (a)		OIL is requested to mention the minimum number of people and their category to be deployed at site.	Apart from RCM and Safety Officer, EPMC shall deploy manpower of respective discipline engineers as per Clause 5.0 (iv) (a) based on site requirement with approval from OIL.