

OIL INDIA LIMITED
(A Government of India Enterprise)
Rajasthan Fields
Jodhpur, Rajasthan

CORRIGENDUM

Amendment No. 1 Dated 23.12.2019
to
Tender No. SJI3301P20

This Amendment No. 1 dated 23.12.2019 to **Tender No. SJI3301P20** for **55 MW Hybrid Solar and Wind Plant** is issued as under:

- i) Bid Closing Date & Time : 02.01.2020 at 11:00 (IST)
- ii) Technical Bid Opening Date & Time : 02.01.2020 at 15:00 (IST)

The replies to queries raised by prospective bidders have been uploaded along with this amendment under Amendments Folder of “Technical Attachments” tab of e-tender portal. Bidders are advised to refer the same before bid submission.

All other Terms & Conditions of the tender remain unchanged.

Sd-
(B. Mody)
Manager (M&C)

Oil Tender No. SJI3301P20dated 06.12.2019 for EPC contract for Hybrid Project consisting 41(±5%)MW Capacity Wind Energy Project & 14MW Solar PV project at suitable site in the state of Gujarat with comprehensive O&M for 25 years.

SN	Section Reference of the Tender document	Clause No. of the Section Reference of Tender document	Clause as given in the Tender document	Description of queries raised	Clarification /changes suggested /amendment	OIL's Response
1	Section- III	BEC	Technical / (A) 1.0	The bidder must be in the business of erection, installation, commissioning and O&M of wind and solar plants.	Please note that in the case of Solar Projects, being not very specialized job, O&M is being done by Solar Project owner only. Hence, Solar developers don't have experience in O&M of Solar plant. Therefore, you are requested to amend the clause as follows; <i>The bidder must be in the business of erection, installation, commissioning and O&M of wind and erection, installation, commissioning of solar plants.</i>	Tender conditions will prevail
2	Section- III	BEC	Technical / (A) 2.0	Such EPC Projects/jobs/work(s) referenced for qualification in aforesaid para, must involve Engineering (detail engineering is mandatory), Procurement, Project management, Construction management including fabrication, transportation, installation, hook-up, testing, pre-commissioning, start-up, commissioning & PGTR	In large scale Solar projects, supply of major equipment is being done by Solar project owners only. Hence, Solar developers don't have experience of supply / Procurement of Solar plant. Therefore, you are requested to amend the clause as follows; <i>Such EPC Projects/jobs/work(s) referenced for qualification in aforesaid para, must involve Engineering (detail engineering is mandatory), Project management, Construction</i>	Tender conditions will prevail

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				(performance guarantee & test run).	<i>management including fabrication, transportation, installation, hook-up, testing, pre-commissioning, start-up, commissioning & PGTR (performance guarantee & test run).</i>	
3	Section- III	BEC	Technical / (A) 4.0	The bidder must be a manufacturer of wind energy equipment; the offered model of WEG shall be of 1500 KW rating or above and a manufacturer of SPV modules with minimum designing, manufacturing and testing capabilities required for setting up the 10MW (AC) Solar Project. And meets the experience criteria as described.	As per the clause requirement bidder must be a manufacturer of wind energy equipment and Solar PV modules. Please note that no bidder would be able to meet the criteria. Please amend the clause as follows; <i>The bidder must be a manufacturer of wind energy equipment; the offered model of WEG shall be of 1500 KW rating or above or a manufacturer of SPV modules with minimum designing, manufacturing and testing capabilities required for setting up the 10MW (AC) Solar Project. And meets the experience criteria as described.</i>	Tender conditions will prevail
4	Section- III	BEC	Technical / (A) 20.0	(i) In case of Consortium bidding, the Bidder is defined as a consortium of Solar & Wind manufacturers and developers with maximum 3 members. The leader of the Consortium may be either a solar or wind	Flexibility should be left to the consortium to meet the Technical qualification criteria by either member of consortium or jointly. Accordingly, you are requested to revise the clauses as follows;	Tender conditions will prevail

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				<p>manufacturer/developer and he should meet the experience criteria of his respective stream (i.e. Wind / Solar). The other consortium member shall meet the experience criteria of the remaining stream i.e. wind / Solar. The Financial criteria (value) will be met by the leader of the Consortium only.</p> <p>(xiii) The consortium partners should satisfy the experience criteria as per Clauses above in their respective domain.</p>	<p>(i) <i>In case of Consortium bidding, the Bidder is defined as a consortium of Solar & Wind manufacturers or developers with maximum 3 members. The leader of the Consortium may be either a solar or wind manufacturer/developer. The Financial criteria will be met by the leader of the Consortium or members of the consortium jointly.</i></p> <p>(xiii) – <i>Delete the clause.</i></p>	
5	Section- III	BEC	Technical / (A) 20.0	<p>(xiv) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to</p>	<p>It will not be possible for bidders to the pass the Board resolution in such short period till the bid submission. Therefore, consortium shall be accepted on the basis of MOU required under the clause (A) 20.0. However, copy of Board resolution can be submitted before LOA. Accordingly, you are requested to delete the requirement from BEC.</p>	Tender conditions will prevail

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				sign in the MOU to be provided along with the technical bid.		
6	Section- III	BEC	Financial Criteria / (B) 2.0	Net Worth of the bidder: It should be minimum INR 50.1 Cr., as per immediate preceding audited financial year result. In case of consortium, the Net Worth of all the members of the consortium should be positive. The members of consortium collectively should meet the net worth minimum INR 50.1 Cr., as per immediate preceding audited financial year result. Net worth of individual members of the consortium should be positive on stand-alone basis.	Please note that due to policy issues, execution of the project connected at CTU is delayed or stranded and renewable industry is financially stressed. Therefore, it is not possible to meet the given requirement. Hence, it is requested to amend the clause as under; <i>Net Worth of the bidder: It should be minimum INR 50.1 Cr., as per immediate preceding audited financial year result. In case of consortium, Lead member of the consortium to meet above criteria of Net Worth, as per immediate preceding audited financial year result.</i>	Tender conditions will prevail
7	Section- III	BEC	Financial Criteria / (B) 5.0	Working Capital ii) In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to	Please note that project is capital intensive and in case of wind, bidder has to invest in land, site development, and procurement of raw material for equipment manufacturing, much before receiving order from client. Similarly, in case of solar project also, bidder has to	Tender conditions will prevail

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				<p>10% of the annualized contract value within 15 days from the date of issue of LOA. All payment against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>iii) At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p>	<p>make significant investment in opening LC for procurement of material.</p> <p>To protect the interest of OIL, contractor has to submit the PBG as per the tender clause and will be compelled to complete all the contractual obligations. Such requirement of keeping additional money in bank will affect the cash flow which in turn will lead to loading in the cost to OIL.</p> <p>Looking into the financial climate in the country and cut throat competition in Renewable energy, it is not possible to maintain such project specific account. Also, to compete the IPPs, it is requested that OIL shall delete such requirement, enabling bidders to quote the competitive prices.</p>	
8	Section- III	BEC	Financial Criteria / (B) 6.0	<p>The bidding capacity of the contractor should be equal to or more than the INR 334 Cr.</p> <p>The bidding capacity shall be worked out by the following formula:</p> <p>Bidding Capacity = [A x 1.5] - B</p> <p>Where,</p>	<p>Nowhere in any PSU tender has such requirement been asked for. You are requested to delete the requirement.</p>	Tender conditions will prevail

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				<p>A = Maximum annual turnover in any one of the preceding three financial years</p> <p>B = Commitments in next twelve months from the date of expiry of the bid</p> <p>BRS – 30 Debt Equity Ratio of bidder should not be more than 2:1.</p>		
9	Section- III	BEC	Notes / (5) other confirmation from bidder	<p>5. Other confirmations from bidder: While submitting his bid, bidder will have to provide categorical confirmation to below requirements; otherwise his bid will be rejected.</p> <p>a) The successful Bidder is required to open a 'separate account' with any scheduled/nationalized bank in Jodhpur wherein all receipts and payments in respect of the Contract are to be routed through this account only.</p> <p>b) The RA bills of the contractor will be processed when the monthly bank account statements are submitted to</p>	<p>Please note that project is capital intensive and in case of wind, bidder has to invest in land, site development, and procurement of raw material for equipment manufacturing, much before receiving order from client. Similarly, in case of solar project also, bidder has to make significant investment in opening LC for procurement of material. Hence, contractor would have spent more than 80% of the Project cost before receiving the payment from OIL.</p> <p>Therefore, there is no purpose to monitor the utilization of the payment released by OIL.</p> <p>Also, please note that none of the consortium member have office in Jodhpur and project account is</p>	Tender conditions will prevail

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				<p>OIL along with the bill and it is established that the withdrawn money has been utilized only for the project work. Along with each RA bill the EPC will have to submit the proof of payments being made to its sub-vendors and subcontractors.</p> <p>c) If during the course of the project execution, it is established that the project progress is getting affected due to non-payment by EPC to its sub-vendors and sub-contractors than OIL will have the right to make direct payments to these sub-vendors and subcontractors from EPC contractor RA bill final payable amount (after effecting statutory deductions as applicable) at total and risk and cost of EPC.</p> <p>d) The bidder will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other</p>	<p>managed through our bank account in Mumbai and is operated from our head office at Pune only. Moreover, in the modern banking there in no restriction for location of the bank account branch. You will appreciate that it is not possible for bidder to operate separate account for each and every project.</p> <p>Further, contractor has to submit the PBG as per the tender clause and will be compelled to complete all the contractual obligations including vendor payment. In case of non-payment by contractor to vendors, OIL can take appropriate action.</p> <p>Therefore, it is requested that OIL shall delete such requirement.</p>	

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				financial institutions during the course of the contract execution with OIL without the written consent of OIL.		
10	Section III	BEC	Commercial Criteria / (C) 3.0	Bids should be valid for minimum 270 days from the original bid closing date. Bids with shorter validity shall be rejected as being non-responsive.	Looking into the scarcity of resources, Bid validity of 270 days is too long. Please amend the same for 90 days.	Tender conditions will prevail
11	Section III	BEC	Commercial Criteria / (C) 4.0	Bid Security in Original (valuing INR 2,75,00,000.00 and valid for 300 days from the original bid closing date) shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time.	Please amend the validity for Bid security for 120 days in line with bid validity of 90days. Extended validity of bid security will add cost to OIL.	Tender conditions will prevail

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1	Forwarding Letter	1. VII	EMD Validity	EMD Validity for 300 days	Please note this is very high, we cannot block money/limits for 300 Days	Tender conditions will prevail
2	Forwarding Letter	1. Xx	Offer Validity	Offer validity for 270 days	Please note this is very high. Blocking sites for 9 months in such a dynamic market is not an option. We request OIL to consider keeping Offer Validity as 60 Days	Tender conditions will prevail
3	Bid Evaluation Criteria	A 6.0	Technical Criteria	WTG offered should be under operation for 2 years – same rating	We can offer older WTG model, but REMCL Tender has a Tariff Ceiling of 2.93 INR/kWh and newer WTG models have more efficient CoE as compared to older WTG models. We request you to allow +/- 10% variance in rating.	Tender conditions will prevail
4	Bid Evaluation Criteria	A 12.0	Land	Land should be in possession or tied before bid submission	We request you to provide time of 12 months for getting documents for land as is the practice in all auction projects	(i) It's to clarify that as per principal clause no. 11.0 <i>the bidder may have any of the arrangements for having the land as specified in 12.0 to 17.0.</i> (ii)12 Months for land transfer cannot be granted. Bidder are requested remain guided with tender conditions

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						Tender condition shall prevail.
5	Bid Evaluation Criteria	A 19.0	Technical Collaborator		Please confirm as WTG supply shall be done by one company and erection and development by another company; we require LOA and Order in name of two different companies. Can OIL India issue Orders to two separate companies for different scope under this tender. And please remove requirement of submission of additional Performance Bond by ultimate Parent	Tender conditions will prevail
6	Bid Evaluation Criteria	B 5 (ii)	Amount to be deposited by Bidder in nearby Bank	If set of Financial Criteria is met, why additional requirement of depositing money equivalent to 10% of project value is required	Please remove this criterion. There is already condition of submitting BG. We cannot block limits and additionally block working capital even after meeting Financial Eligibility criteria Also, cannot maintain 5% balance. Please look into this condition, it will make project unviable for us.	Tender conditions will prevail
7	Bid Evaluation Criteria	B Notes 5	Right to pay subcontractors directly		All payments due to Bidder shall be paid only to Bidder. How, will OIL validate claims of subcontractor This is a huge risk for bidder.	Tender conditions will prevail
8	Bid Evaluation Criteria	Bid Evaluation Methodology Clause h		Please clarify what is Guaranteed Baseline Annual Saleable Energy	Any guarantee for generation if required by REMCL has to be given by OIL. Bidder cannot take generation risk.	Tender conditions will prevail
9	GCC	4.17	LDs	Liquidated Damages only payable for	No LDs shall be payable for mobilization. Request you to please remove this condition	Tender conditions will prevail.

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				Delayed commissioning		
10	SCC	5.23	Payment Terms	Payment for Land	50% payment on Sale Deed after commissioning. Request you to delete linkage to commissioning, as consideration needs to be paid on execution of Sale Deed, hence this amount this needs to be paid immediately upon execution of Sale Deed	Tender conditions will prevail
11	SCC	5.23	Payment Terms	Payment beyond commissioning	As per Current Payment Terms following payments are to be claimed after commissioning – 1. 50% of land payment 2. 30% of Supply payments 3. 15% of E&C Payments Please understand that the project needs to be funded by OIL, as this project is being implemented for OIL. We cannot have so much payment pending at commissioning. With so much withholding it will be not be possible for us to bid for this project.	Tender conditions will prevail
12	SCC	5.25.1	MA	MA after stabilization	MA of individual WTG for one month after stabilization is 85% as per bidding document. This is very high, request you to make it 85% for the project.	Tender conditions will prevail
13	SCC	5.28 – 14	Annual Energy Estimate	NIWE Verification Report for Bidder Mast	NIWE takes minimum 3-4 weeks to give any report. Request you to please suitably extend bid submission timeline or remove this condition	Tender conditions will prevail
14	SCC	5.29.2	Inspection	TPI	Please confirm if OIL will bear cost of TPI	OIL will not bear the cost

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15	SCC for O&M	6.23	Generation Shortfall		This is risk of Project Owner, CUF risk cannot be passed on to the bidder. Please remove this condition	Tender conditions will prevail
16	SCC for O&M	6.19	Scheduling & Forecasting		Any fines related to Scheduling and Forecasting to be directly paid by Oil. This to be specifically written under contracts	Clause is clear and states The contractor/operator shall be not responsible for any financial implication arising out of DSM mechanism
17	Technical Criteria for WEG	9.7	Capacitor Bank		Option to provide Capacitor Bank at PSS level should also be provided.	Design is in the scope of the bidder.
18				Any fines, penalties, arrangement with REMCL shall be handled by OIL India	Bidder will not take any responsibility of Wheeling & Banking, Open Access Charges etc. All these will have to be dealt by OIL directly with REMCL	It is to clarify, Contractor shall not be responsible for wheeling & Banking , open access charges etc.