



ONGC Petro additions Limited
Plot No. Z/1 & Z/83, Dahej, SEZ-I, Taluka: Vagra
Dist: Bharuch – 392130, Gujarat

To,

Date: 12.04.2024

Subject:

1. Reply/Response to Bidders' Queries

Tender No: 2427C00163

Services: Procurement of Polymer grade Hexane for OPaL Dahej Complex.

Dear Sir,

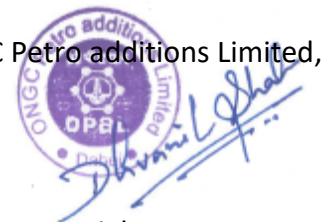
This is with reference to our Tender Document no. 2427C00163.

Response to bidders' queries details are attached herewith for your information. This document is the part of tender document and must be submitted, duly self-attested, along with the bid document.

Please note that closing date and time for bid submission is **18.05.2024, 1400 Hrs.** & Prequalification bid Opening is on **18.05.2024, 1500 Hrs.**

This is for your information and necessary action.

For ONGC Petro additions Limited,



Materials Management

Enclosures:

Attachment 1: Reply/Response to Bidders' Queries

Reply/Response to Bidders' Queries

Sl. No.	Clause Reference	Clause Details	Bidder's Queries	OPal's Response
1	Page no. 10 - Clause 30, Page No. 42 clause 8	<p>SECURITY DEPOSIT/PERFORMANCE SECURITY/ PERFORMANCE BOND:</p> <p>The successful Bidder, within 15 (fifteen) days from the date of issue of Purchase Order, will be required to send Performance Security @10% of the Purchase Order Price.</p>	It stipulates that we have to submit PBG @ 10% of PO value. We would request you to waive the clause of submission of PBG for this subject tender. Kindly confirm.	<p>NO CHANGE.</p> <p>As per OPal's terms and conditions, no exemptions are provided for SECURITY DEPOSIT/ PERFORMANCE SECURITY/ PERFORMANCE BOND.</p>
2	Page No. 20 Clause B.2.3.ii, Page No. 44 - Clause 14.1 & 14.2	FAILURE & TERMINATION/ LIQUIDATED DAMAGES	It stipulates of liquidated damages in case of failure to perform or delay in supplies as per general terms and conditions. Being a Govt of India Maharatna PSU, we seek exemption of all the LD clauses in the tender document. Kindly confirm.	<p>NO CHANGE.</p> <p>As per OPal's terms and conditions, no exemptions are provided for FAILURE & TERMINATION/ LIQUIDATED DAMAGES.</p>
3	Page no. 49, Clause 26	<p>PAYMENT TERMS.</p> <p>i) No advance payment will be made.</p> <p>ii) 100% payment will be made within 30 calendar days from the date of receipt of clear and undisputed invoice/bill</p>	The tender doesn't stipulate any penal clause for payment beyond agreed credit period of 30 days. As we shall be supplying the product on unsecured basis (i.e. without advance payment/Bank Guarantee), we would charge penal interest @ SBI MCLR + 6% for the delayed period of payment receipt. Also 100% payment has to be paid to us without the deduction of PBG value (we have already sought exemption of PBG). Any overdue arising due to the short receipt of the payment for whatsoever reason(s) shall be included	NO CHANGE

			for delayed payment interest calculations. Kindly confirm.	
4	Page No 43, Clause 9 –	Should any defects be noticed in design, material and/or workmanship within 12 months after the goods or any portion thereof as the case may be have been delivered (and commissioned) to the final destination indicated in the contract or 18 months from the date of dispatch whichever is earlier, OPaL shall inform supplier and supplier shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective equipment at site, without any cost to OPaL within a reasonable period. If the supplier fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, OPaL shall be free to take such corrective action as may be deemed necessary at supplier's risk and cost after giving notice to the supplier	It stipulates that in case defect is notified in material within 12 months then the supplier has to investigate/resolve. As per prevailing Oil industry practices, all Quality Assurance needs to be completed before unloading of the tank lorry. Kindly confirm your acceptance. Kindly confirm.	NO CHANGE Please refer to the clause of Annexure – III i.e. Scope of supply clause No. IV – For hexane (5 Point). Also, please note all Quality Assurance will be completed before unloading of the lorry.