

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

Addendum No. 8 dated 21.10.2014
to IFB No. CDG3685P15

This Addendum No. 8 dated 21.10.2014 to IFB No. CDG3685P15 for Supply, Installation and Commissioning of Natural Gas Engine Based Power Plant at Kumchai in Arunachal Pradesh to be owned by Oil India Limited and subsequent Operation & Maintenance of the Plant for 10(Ten) years, is issued to modify the BRC-BEC(Part-2), Special Conditions of Contract(Section-III), Schedule of Rates & Payments(Section-IV), Price Bid Format (Proforma-B) & Clause Nos. 2.0 (xii), 2(xiii), 2(xvii) & 2(xviii) of Forwarding Letter of the bid document as given herein below:

Srl. No.	Section /Clause of the Tender	Page No.	Original Clause Description	Modified Clause Description
FORWARDING LETTER				
1	2(xii)	2	Mobilisation Time : Within 15 days from the date of issue of LOA by OIL	Mobilisation Time : Within One Month from the date of issue of LOA by OIL
2	2(xiii)	2	Bid Security Amount: Rs.78,06,000.00 or US\$ 1,30,750.00	Bid Security Amount: Rs. 34,87,000.00 or USD 58,450.00
3	2(xvii)	2	Duration of the Contract : For Completion of the Project & Commissioning of the Plant on LSTK basis: <i>3 months</i> . For Operation & Maintenance Of The Facilities: 10(Ten) years from the date of Commissioning of the Plant.	For Completion of the Project & Commissioning of the Plant on LSTK basis: <u>10 months</u> . For Operation & Maintenance Of The Facilities: 10(Ten) years from the date of Commissioning of the Plant.
4	2(xviii),	2	Quantum of Liquidated Damage for Default in	Quantum of Liquidated Damage for Default in

			Timely Completion : 0.5% of total cost of the contract for delay per week or part thereof subject to maximum of 7.5%.	Timely Completion : 0.5% of total Capital Cost for delay per week or part thereof subject to maximum of 7.5%.
INSTRUCTIONS TO BIDDERS				
5	7	9	BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.	BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid. Revised Price schedule with relevant annexures enclosed.
6	8.3	9	All duties and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax< Arunachal Pradesh entry Tax, octroi etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.	All duties and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax< Arunachal Pradesh entry Tax, octroi etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Tax will be applicable

				<p>as per provision of the Act. OIL will arrange road permit on behalf of the Contractor if applicable. Revised Price schedule with relevant annexures enclosed.</p>
7	8.7(b)	10	<p>The Bidder's quoted total price shall be inclusive of installation & commissioning charges; all taxes, duties and levies as applicable on the Works/offered goods and services under the Contract. The Service Tax as applicable shall be extra to OIL's account.</p>	<p>The Bidder's quoted total price shall be inclusive of installation & commissioning charges; all taxes, duties and levies as applicable on the Works/offered goods and services under the Contract. The Service Tax as applicable shall be extra to OIL's account. No CENVAT is available. Revised Price schedule with relevant annexures enclosed.</p>
<p>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) – PART – 2</p>				
8	Part-2	24-35		<p>The modified "Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) – Part – 2" is enclosed as Annexure-I(attached).</p>
<p>GENERAL CONDITIONS OF CONTRACT, SECTION – I</p>				
9	2.2, Mobilisation Time	36	<p><u>MOBILISATION TIME:</u> The mobilization shall have to be completed by the contractor within 15(fifteen) days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when the Contractor's personnel (Project Incharge and civil</p>	<p><u>MOBILISATION TIME:</u> The mobilization shall have to be completed by the contractor within one month from the Effective Date of the Contract. Mobilization shall be deemed to be completed when the Contractor's personnel (Project Incharge and</p>

			<p>construction crew) and civil construction materials along with construction equipments like excavator, bulldozer, tipper etc arrives at OIL's facility in Kumchai duly certified by the Company's authorized representative.</p>	<p>civil construction crew) and civil construction materials along with construction equipments like excavator, bulldozer and dumper etc arrives at Power Plant site at Kumchai duly certified by the Company's authorized representative.</p>
10	2.3, Date of Commencement of Contract	37	<p>The commencement date of the Contract will be reckoned from the date of issue of LOA.</p> <p><u>DURATION OF CONTRACT:</u> The duration of the Contract shall be for a period of 3(Three) months to be reckoned from the commencement date of the Contract plus commissioning period with Operability Run of 45 days plus 10(Ten) years Operation & Maintenance of the Plant.</p>	<p>The commencement date of the Contract will be reckoned from the date of issue of LOA.</p> <p><u>DURATION OF CONTRACT:</u> The duration of the Contract shall be for a period of 10 (Ten) months to be reckoned from the commencement date of the Contract (LOA) with 10(Ten) years Operation & Maintenance of the Plant after commissioning of the plant. Commissioning of the plant shall be considered to be complete after 100 hours of operability run of the whole plant conforming to the design parameters and after certification by OIL. Operability run for individual unit will be 72 hours and for the plant will be 100 hours.</p>
11	17.1.1, Liquidated Damages for Default in	47	<p>Time is the essence of this Contract. In case there is delay in completion of the contract as per the schedule of Completion (as per Sub-Clause 2.4 of</p>	<p>Time is the essence of this Contract. In case there is delay in completion of the contract as per the schedule of Completion (as per Sub-Clause 2.4</p>

	Timely Completion		Section-I) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the estimated total contract value per week or part thereof of delay subject to maximum of 7.5% of the total calculated Contract Price. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion period till the actual completion period of Contract as defined in Clause 2.4 of Section-I. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.	of Section-I) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of Total Capital Cost per week or part thereof of delay subject to maximum of 7.5% of the total Capital Cost (excluding O&M). Liquidated Damages will be reckoned from the date after expiry of the scheduled completion period till the actual completion period of Contract as defined in Clause 2.4 of Section-I. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.
12	31.2	54	All payments due by the Company to the Contractor shall be made at the Company's designated Bank. All Bank charges will be on Contractor's account.	All payments due by the Company to the Contractor shall be made at the Company's designated Bank. All Bank charges will be on Contractor's account. Payment will be done through e-payment.
SPECIAL CONDITIONS OF CONTRACT, SECTION - III				
13	Section-III	157-166		The modified "Special Conditions Of Contract, Section - III" is enclosed as Annexure-II(attached).
SCHEDULE OF RATES & PAYMENT, SECTION - IV				
14	Section-	167-		The modified "Schedule

	IV	171		of Rates & Payment, Section – IV” is enclosed as Annexure-III(attached).
PROFORMA				
15	PROFOR MA-B	178- 179	PRICE BID FORMAT	Price Bid Format, Proforma-B is modified and the modified Proforma-B(Modified) enclosed.

All other Terms and Conditions of the Bid Document will remain unchanged.

(T K Gupta)
Head-Contracts
For Resident Chief Executive

Cc : Head(S&E) & Project Manager – This addendum issued as per approval of CBC against Note No. TCD/CBC063/14 dated 18.09.2014(Refer CA(C&P)'s Fax message No. OIL 62/14/CBC-436(A) dated 15.10.2014

ANNEXURE-I

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

- I) BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- A. TECHNICAL CRITERIA:
Bidders must meet the following criteria:
- 1.0 DESIGN CRITERIA : The following minimum design criteria should be satisfied by the offered model of the Generating Sets :
- (i) PRIME MOVERS : The prime movers of the Generating sets shall be, four stroke, spark-ignited, naturally aspirated or turbo-charged, vertical inline or V-type, water cooled Natural Gas Engines rated for continuous power and in accordance with IS 3046/BS 5514/IS:1000 or equivalent Internationally approved/accepted standards, and capable of developing BHP sufficient to deliver 7 MW power continuously at the installation site conditions when operated at 1500 RPM (maximum)and equipped with all engine-mounted parasitic loads. However the design configuration of the Power Plant should be as per Para 2.0 below.
- (ii) ALTERNATORS: The Alternators must be brushless type with generation 3 phase voltage 11KV at 50 Hz with necessary synchronization facility & control panel.
- 2.0 DESIGN PARAMETERS OF THE POWER PLANT: The following design parameters of the Power Plant is to be satisfied:
- i) Installed Capacity: 7 MW at 40% electrical efficiency.
Gross Power output: 6.3 MW(Minimum) at 40% electrical efficiency.
Net deliverable output at all times: 5.5 MW at 40 % electrical efficiency.
- ii) Minimum Electrical efficiency at unity pf should be 38% as per IS 3046/1 Standard.
- iii) Maximum quantity of Natural Gas requirement at ambient conditions for 6.3 MW gross power should be 35000 SCMD at 40 % electrical efficiency.
- iv) Minimum load throw off Capacity should be 20% of full load.
- v) Implementation Schedule of the Power Plant should be 10 (Ten) Months from the date of issuance of LOA.

Note: The 2 MW generating sets should be of the same make. The bid should be accompanied by Technical Literature from the Original Equipment Manufacturer (OEM) in support of Para 1.0 & Para 2.0 above except for Para 2.0 (v) above.

3.0 The Model of the Generating Sets shall have satisfactory service record for power generation application in Central/State PSUs or Government Organizations or Public/Private Limited Company and shall have logged minimum 3000 hours (cumulative) or six months of operation from its date of commissioning prior to the bid closing date of this tender. The Gensets shall be capable of base load operation. However, these shall also be capable of load cycling. The deliverable power is excluding the internal consumption

3.1 The fuel for the Generating Set shall be natural gas and it shall be running with natural gas from well head.

B. FINANCIAL CRITERIA:

1.0 The bidder shall have an average Annual financial turnover of minimum Rs. 10.46 Crores or USD 1.73 Million during the last 3(three) years ending 31.03.14(for Accounting Year April-March) and 31.12.13(for calendar Year Accounting year).

C. BIDDER'S EXPERIENCE CRITERIA: The bidder should meet the following Experience Criteria:

1.0 The bidder shall be an OEM for the Engine or Alternator or the complete Generating Set.

OR

The bidder shall be an authorized dealer of OEM for the Engine / Alternator or the complete Generating Set

OR

The bidder shall be an OEM approved assembler of the Complete Generating Set or its authorized representative.

OR

The bidder shall have experience of executing Turnkey Contracts for commissioning of Gas Engine Driven Power Plant.

Note: For each of the cases as per para 1.0 above, bidder shall enclose the following documentary evidence must be submitted along with the bid:

(i) Duly Notarized Article of Association, Memorandum of Association & Certificate of Incorporation is to be submitted by the bidder in support of their bid.

(ii) In case the bidder is the OEM Authorized Assembler of the Complete Generating Set or Authorized dealer of the Engine/ Alternator/ Complete Generating Set, authority letter from the OEM is to be submitted in support of the Bid. The authority letter should be valid for the entire duration of the Contract till successful completion.

2.0 Bidder should meet the Experience Criteria as per point (a) and (b) below:

- (a) The Bidder should have the experience of having successfully completed minimum one no. of work of supply, installation and commissioning of Natural Gas Engine driven Power Plant of capacity 3 MW or above in Central or State PSUs, Government Organizations or any other Public/Private Limited Company.
- (b) Operation & Maintenance of a 3 MW Power Plant at least for consecutive Three (3) Years of Gas Engine driven/ Diesel engine driven plant during the last 10(ten) years prior to the Bid Closing Date of the Tender.

Note:

The bidder must submit the following as documentary evidence (Duly Notorised) in support of Para 2.0 (a) & (b) above:

(a) For OIL Contracts, copy of "Certificate of Compliance (COC)"/ "Certificate of Payment (COP)"/ "Service Entry Sheet (SES)s" of successfully completed job must be submitted as per para No 2.0) above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other contracts, Contract Completion certificate from the end user clearly showing the following:

- Gross value of the job done.
- Nature of Job done
- Contract Period.
- Contract No.

2.1 The bidder must submit Undertaking and confirmation that the spares required during the entire contract will be procured from OEM or their authorized dealer.

D. Joint Venture/Joint Venture Partner/Technical Collaborator or CONSORTIUM Criteria:

In case the bidder does not fulfill any of the above conditions then the bidder can bid on strength of his Joint Venture/Joint Venture Partner/Technical Collaborator or as a consortium subjected to the following conditions:

- 1.0 Joint Venture/Joint Venture Partner/Technical Collaborator:
In case, the bidder is an Indian Company/Indian joint venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator/joint venture partner should meet the Bidder's Experience criteria as per Para C above. However, the Indian Company/Indian joint venture Company must meet the Financial Criteria as per Para B above.

Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly notarised Memorandum of Understanding/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.

- 2.0 Bids from Consortium: In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

(i) Any one of the consortium members individually shall have to meet the Financial Criteria as per Para B.0 above and the same or any other consortium member individually should meet the Experience Criteria as per Para C above.

(ii) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility by the Leader of the Consortium for executing the 'Scope of Work' of this tender document till the end of the Contract Period under this tender, shall be submitted along with the technical bid. The Memorandum of Understanding between the consortium members should be duly Notorised by Notary person.

(iii) Only the Leader of the consortium shall buy the bid document, submit bid and sign the Contract Agreement (in the event of award of Contract) on behalf of the Consortium.

(iv) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

- 3.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with

technical collaboration support from the same Principal will be rejected.

E. UNDERTAKING CRITERIA: The following Undertaking duly notarised by Notary should be submitted along with the bid:

1.0 For deployment of minimum manpower as per Annexure, for Operation & Maintenance of plant for the entire duration of the Contract Period under this tender, in the event the Contract is awarded to the bidder against this tender.

2.0 Undertaking and confirmation from OEM of the equipments that the equipments to be supplied are not going to become obsolete for the next 10 years and provisioning of spares will be continued till completion of the Contract period against this tender.

3.0 Undertaking to the following effects :

In case the bidder is an OEM of Engine or its authorized dealer, Alternator shall be purchased from the OEM of Alternator or its authorized dealer and vice versa. And to the effect that the offered model of the equipments shall be deployed in the Power Plant in the event the Contract against this tender is awarded to the bidder.

OR

In case the bidder is an OEM approved assembler of the Complete Generating set, the Engine and the Alternator shall be purchased from respective OEM or their authorized dealers. And to the effect that the offered model of the equipments shall be deployed in the Power Plant in the event the Contract against this tender is awarded to the bidder.

OR

In case the bidder is having experience in executing turn key contracts for commissioning of Gas Engine Driven Power Plant, then the bidder should purchase the Engine and the Alternator from respective OEM or their authorized dealers or the complete gen-set from OEM of the Complete Gen-Set or their authorized assembler. And to the effect that the offered model of the equipments shall be deployed in the Power Plant in the event the Contract against this tender is awarded to the bidder.

F. COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact shall be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Bidders shall quote directly and not through their Agent/ Representative/ Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/ Retainer/Associate on behalf of their foreign

principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.

15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- (iv) Acceptance of Jurisdiction and Applicable Law
- (v) Liquidated damage and penalty clause
- (vi) Safety & Labour Law
- (vii) Termination Clause
- (viii) Integrity Pact

G. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding. Company reserves the right to ask the bidder for clarification on any clause referred to in the NIT except under the BEC/BRC.

2.0 To ascertain the substantial responsiveness of the Bid the Company clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC):

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds

3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

- 3.0 The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -B.
- 4.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The Inter-se-ranking of the bidders "Ranking Position" shall be based on their Technical Bid and Commercial Bid. The Ranking shall be evaluated as per the following formulae:

$$\text{Ranking Position} = 40\% \text{ of the Total Commercial Point scored} + 60\% \text{ of the Total Technical Points Scored.}$$

The bidder with the highest Ranking Points i.e. highest points scored during evaluation as per the above formulae shall be awarded the Contract.

Note:

- (i) The Total Commercial Points Scored and The Total Technical Point scored shall be worked out respectively as per Para 6.0 and 7.0 below.
- (ii) In case of identical Ranking Points are scored by more than 01(one) bidder, the bid with the LOWEST COMMERCIAL QUOTE shall be selected.
- (iii) In case of identical Ranking Points are scored by more than 01(one) bidder and their Commercial Quote are also identical then the bidder offering lowest Implementation Schedule of the plant shall be selected.
- (iv) In case of identical Ranking Points are scored by more than 01(one) bidder and their Commercial Quote are also identical and their offered Implementation Schedule of the plant is also identical then the Bidder offering the highest electrical efficiency of the plant shall be selected.
- (v) In case of identical Ranking Points are scored by more than 01(one) bidder with identical Commercial Quote, their offered

Implementation Schedule of the plant is also identical and have offered identical (highest) electrical efficiency of the plant then the bidder shall be selected through the draw of lots.

6.0) SCHEDULE OF RATES: The bidder is to quote their rates as per the schedule below:

A.0 TOTAL CAPITAL COST: Bidders to quote their rates as per the following format:

SI No	Description of work (inclusive of all that are covered item wise in scope of work under terms of reference & technical specification the tender document)	Quantity	Total PRICE (Currency)	
			FIGURE	WORDS
I) SUPPLY PART				
01.	Natural Gas Engine Driven generating set	LSM		
02.	Electrical Items & Illumination	LSM		
03.	Piping work	LSM		
04.	Misc Mechanical Equipment (e.g. Compressor, Gas dryer/booster plant, gas purification plant etc)	LSM		
05.	Firefighting system	LSM		
06.	Black start Generating Set	LSM		
07.	Lifting (CRANE) Facilities	LSM		
II) WORKS CONTRACT PART				
08.	Civil & Structural Work	LSM		
09.	Construction of water & effluent disposal system	LSM		
10.	Implementation of CDM project	LSM		
11.	Painting of entire plant	LSM		
TOTAL CAPITAL COST "A" = (Supply Part + Works Contract Part) =				

NOTE: Bidder to provide Cost breakup for "Supply Part" separately in their bid as per the Annexure B1 enclosed.

ANNEXURE B1 to PRICE BID Forma

Cost break-Up for "Supply Part" of Total capital Cost "A" of Price Bid format:

SI No	Description of work (inclusive of all that are covered item wise in scope of work under terms of reference & technical specification the tender document)	Quantity	Total PRICE (CURRENCY)	
			FIGURE	WORDS
01. Natural Gas Engine Driven generating set				
		LSM		
		LSM		
		LSM		
		LSM		
02. Electrical Items & Illumination				
		LSM		
		LSM		
		LSM		
		LSM		
03.	Piping works (Considering the entire piping networks)	LSM		
04.	Misc Mechanical Equipment	LSM		
		LSM		
		LSM		
		LSM		
		LSM		
05.	Firefighting system	LSM		
		LSM		

		LSM		
		LSM		
06.	Black start Generating Set	LSM		
07.	Lifting (CRANE) Facilities	LSM		

Note : The items indicated above is not exhaustive. Bidder to include all the offered items under the Supply Part of their bid in the Annexure B1.

B.0 TOTAL OPERATION & MAINTAINANCE COST: The bidder is to quote for the Operation & Maintenance cost (O&M Cost) of the Power Plant as per below:

SI No	ITEM	CURRENCY	COST
Operation & Maintenance Cost Of the plant			
1.	For The First Year		
2	For The Second Year		
3	For The Third Year		
4	For The Forth Year		
5	For The Fifth Year		
6	For The Sixth Year		
7	For The Seventh Year		
8	For The Eight Year		
9	For The Ninth Year		
10	For The Tenth Year		
TOTAL OPERATION & MAINTAINANCE COST : B			

TOTAL COMMERCIAL QUOTE = Total Capital Cost "A" + Total Operational Cost "B".

Points shall be awarded to the bidders based on their "Total Commercial Quote" as per the following order:

- Points shall be awarded on a scale of 125 to 250.
- The bid with the lowest Commercial quote shall be awarded 250 Points. The bid with the Highest Commercial Quote shall be awarded 125 Points. The intermittent bidder shall be awarded proportionate points counted up to two decimal points.
- Out of the Total Commercial Point scored by the bidder. 40% of the Total Commercial Points scored by the bidder shall be taken for evaluation of RANKING POSITION.

Note: The followings should be taken note by the bidders while quoting for this tender:

- The bid price should be inclusive of all taxes & levies on “FOR Kumchai basis”. OIL will issue ‘C’ form. OIL will arrange road permit on behalf of the Contractor if applicable
- There is an Arunachal Pradesh entry tax applicable on all the Goods & Services entering Arunachal Pradesh. Bidder to take note of this and forward their quote inclusive of the entry tax. Rate of tax will be levied as per schedule of the Tax law.
- The operation & Maintenance Cost is to be inclusive of all types of spares. The bidder is to forward the list of tentative spares to be consumed for operation & maintenance of the plant on per year basis.
- The quoted Operation & Maintenance cost of the plant per year should not be less than 10% of the quoted Total Capital Cost.

BEC- TECHNICAL:

7.0 Based on the Technical Bid submitted by the bidder, the Total Technical Point to be awarded shall be worked out as follows:

SI No	ITEM	Points Scored	Points Scoring Scale
1.	Net Power output Min-6.3 MW [25 Marks]		The bidder offering highest Net power Output shall be awarded 50 Points. The bidder offering lowest net Power Output shall be awarded 25 Points. The intermittent bidder shall be awarded proportionate points counted upto two decimal points.
2.	Electrical efficiency at unity pf Min - 38 % [25 Marks]		The bidder offering most efficient Gen-set Units shall be awarded 50 Points. The bidder offering lowest efficient Gen-set Units shall be awarded 25 Points.

			The intermittent bidder shall be awarded proportionate points counted upto two decimal points
3.	Gas requirement at ambient conditions for 6.3 MW Gross power output at 40 % electrical efficiency = Max 35,000SCMD [25 Marks]		The bidder offering Lowest Gas Requirement shall be awarded 50 Points. The bidder offering Highest Gas Requirement shall be awarded 25 Points. The intermittent bidder shall be awarded proportionate points counted upto two decimal points
4.	Load throw off Capacity : 20 % (Minimum)		The bidder offering highest load throw off Capacity shall be awarded 50 Points. The bidder offering lowest load throw off Capacity shall be awarded 25 Points. The intermittent bidder shall be awarded proportionate points counted upto two decimal points.
5.	Implementation Schedule [Implementation period of 10 months from the date of LOA 25 marks]		The bidder offering Lowest Implementation Schedule shall be awarded 50 Points. The bidder offering Highest Implementation Schedule shall be awarded 25 Points. The intermittent bidder shall be awarded proportionate points counted upto two decimal points

Full score = 250

Total Technical Points Scored = Sum of the Points scored against SI No. (1 + 2 + 3 + 4 + 5) above.

Note: 60 % of the Total Technical Points Scored shall be taken for evaluation of RANKING POSITION.

Ranking Position = 40% of the Total Commercial Point scored + 60% of the Total Technical Points Scored.

8.0 Granting of Price Preference to Domestic Bidders (applicable to ICB tenders only)

Domestic bidders would be entitled to a price preference up to ten percent (10%) over the lowest acceptable (evaluated) Foreign bid subject to value addition. For ensuring value addition and eligibility for price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria:

- (a) Be registered within India
- (b) Have majority ownership by Nationals of India
- (c) Not sub-contract more than 50% of the works measured in terms of value, to Foreign contractors.

For meeting the criteria at (c) above, domestic bidders should obtain a certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 50% of the works measured in terms of value has been sub-contracted to Foreign contractors. The original certificate indicating various sub-contracting details in percentage terms as well as in absolute value should be submitted in the priced bid. However, a copy of the Statutory Auditor's certificate indicating various sub-contracting details in percentage terms only and with price details should be submitted in the un-priced bid.

Consortium between domestic(Indian) and foreign firms led by Indian firm shall also be eligible for the price preference provided they fulfill the conditions of price preference given for domestic bidder at (a), (b) & (c) above.

However Consortium between domestic and foreign firms led by foreign firms shall not be eligible for price preference even though their domestic partner satisfies the conditions given for domestic bidder at (a), (b) & (c) above.

It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules/law.

The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever on this account.

END OF PART - 2

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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- 1.1 In this CONTRACT the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.
- 1.2 "THE COMPANY/OWNER/OIL" means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.
- 1.3 The "ENGINEER/ENGINEER-IN-CHARGE (EIC)" means the person designated from time to time for supervision and liaison with the CONTRACTOR by OIL and includes those who are expressly authorised to perform on his behalf for operation of this CONTRACT.
- 1.4 "CONTRACTOR" means _____.
- 1.5 The "WORK" mean and include all items to be supplied, things to be done and services to be provided and activities to be performed by the CONTRACTOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the CONTRACT.
- 1.6 The "PERMANENT WORK" means works, which will be incorporated in, and form a part of the WORK to be handed over to the OWNER by the CONTRACTOR on successful completion of the CONTRACT.
- 1.7 "TEMPORARY WORKS" means all works of temporary nature required in or execution, completion or maintenance of WORKS.
- 1.8 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things that are used in for the execution, operation and maintenance of the WORK or TEMPORARY WORKS.
- 1.9 "CONTRACT DOCUMENTS" means collectively the Tender Document with Designs, Drawings, Specification, Condition, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.10 The "SPECIFICATION" means all directions, the various technical specifications, provisions attached and referred to in the Tender Document, which pertain to the method and manner of performing the works, to the quantities and qualities of the works and the materials to

be supplied under the CONTRACT for the WORKS, as may be amplified or modified by the OIL during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the WORKS. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

- 1.11 The "DRAWINGS" means maps plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished to or approved in writing by the ENGINEER-IN-CHARGE in connection with execution of the CONTRACT.
- 1.12 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 1.13 The "PERIOD OF LIABILITY/PERFORMANCE LIABILITY PERIOD" in relation to a WORK means the specified period of 1 (One) year from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the WORKS executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/Construction defects covering all materials plants, equipment, components supplied by the CONTRACTOR and WORKS.
- 1.14 "SITE" means the lands and other places on, under, in or through which the PERMANENT WORKS are to be carried out and any other lands or places provided by the OWNER for the purpose of the CONTRACT.
- 1.15 "NOTICE IN WRITING OR WRITTEN NOTICE" means a notice in written typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the address and shall be deemed to have been delivered.
- 1.16 "DAY" means a day of 24 hours from midnight to next consecutive midnight, irrespective of the number of hours worked in that day.
- 1.17 "WORKING DAY" means any DAY, which is not declared to be holiday or rest day by the OWNER.
- 1.18 "WEEK" means a period of any consecutive seven days.
- 1.19 The "CONTRACT PRICE /VALUE OF CONTRACT" means the sum accepted or the sum calculated in accordance with the prices accepted in the BID and/or the CONTRACT rates as payable to the CONTRACTOR for the full and proper performance of their contractual obligations.

- 1.20 "PLANT" means all the facilities; infrastructure and works that are stipulated for creation/setting up/construction/laying/ completion/ integration vide Section-II) of this tender document.
- 1.21 "COMPLETION OF THE PROJECT" shall mean putting the entire "PLANT" into operation.
- 1.22 Subject to sub-clause 1.23 below, "COMMISSIONING OF THE PROJECT / THE PLANT" shall mean "COMPLETION OF THE PROJECT" plus successful Operability Run/Performance Guarantee Test Run of the plant with 'DESIRED PERFORMANCE LEVEL" from the day of its being put into operation / "DATE OF COMPLETION OF THE PROJECT". In the event of malfunctioning/defects during the Operability Run / Performance Guarantee Test Run of the plant with its "DESIRED PERFORMANCE LEVEL", the "DATE OF COMPLETION OF THE PROJECT" shall mean the day of rectification of such malfunctioning/defects etc. and "COMMISSIONING OF THE PLANT" shall mean successful Operability Run / Performance Guarantee Test Run with its "DESIRED PERFORMANCE LEVEL" post the day of rectification of such malfunctioning/defects.
- 1.23 "DESIRED PERFORMANCE LEVEL" of the PLANT means successful Operability Run.
- 2.0 STATUTORY NOTIFICATIONS / PERMISSIONS / APPROVALS / CLEARANCES / CERTIFICATIONS :
- 2.1 The Contractor shall be responsible for notifying and obtaining permissions/approvals/clearances from such statutory authorities/ Govt. agencies/Govt. departments as stipulated vide prevailing acts/laws/bye-laws/rules/regulations, for setting up the plant / execution of the project and movement of his men, material & equipment.
- 2.2 The Contractor shall be responsible for obtaining Central Mining Research Institute's (CMRI's) certification of all electrical items for use in hazardous areas/zones and approval of the same from Directorate General of Mines Safety (DGMS). The Contractor shall also be responsible for obtaining such necessary certification and approval of all other items/equipment as may be required vide provisions of prevailing acts/laws/bye-laws/rules/regulations or otherwise, in absence of such provisions; to cater to sound industry norms.
- 2.3 The Company shall issue all necessary letters & guarantees. If required, the Company's representative shall accompany/assist the Contractor for facilitating the process. The ultimate responsibility of completing the process and obtaining the permissions/approvals/clearances in time, subject to fulfilment of prevailing laws, shall however rest with the Contractor.

2.4 Any delay in obtaining statutory permission / approval / clearances / certification or any social/socio-political factor shall not form a basis for extension in completion period. The Company shall not be responsible for any hindrance in the day-to-day work for such delay.

2.5 Inspection and acceptance of the equipment/facility/work or a part thereof shall not relieve the Contractor from any of his responsibilities under the Contract.

3.0 LABOUR LICENSE

3.1 The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

4.0 LUMP SUM TURNKEY (LSTK) CONTRACT WITH OPERATION & MAINTENANCE (O&M) OF THE PLANT

4.1 The entire work as per Scope of Work covered under Terms of Reference & Technical Specifications (Section-II) of this tender document shall be treated as "LUMP SUM TURNKEY CONTRACT WITH OPERATION & MAINTENANCE OF THE PLANT" for the specified period.

Revised Price schedule with relevant annexures enclosed.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 The contractor shall be responsible for all that are covered in Terms of Reference & Technical Specifications (Section-II), Schedule of Rates (Section-IV), General Conditions of Contract (Section-I), Special Conditions of Contract (Section-III) and elsewhere expressed in this tender document and subsequently, stipulations of the contract agreement to be entered into between the Company & the Contractor.

5.2 The Contractor shall bear all the cost in his quoted price towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment and clearing the site etc.

5.3 The Contractor shall be solely responsible for making available all requisite construction equipment, special aids, cranes, transport facilities, tools, tackle and testing equipment and appliances for successful execution of the work.

5.4 Preparing approaches and working areas for the movement and operation of the equipment, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities, local labour etc. to provide suitable allowances in his quotation. The Contractor may have

to build temporary access roads to aid his own work. Contractor shall not use materials issued by OIL, if any, for installation purposes for laying temporary lines, erection etc. Misuse of materials will be seriously viewed and deductions at penal rates of landed cost of materials as purchased by the Company and all additional overheads will be made from the Contractor's bills for such quantities that are misused.

5.5 The Contractor shall take utmost care for not damaging or interfering with any Public Utility System, OIL's benchmarks, proximate facilities & operations during execution of the project. Any inadvertent damage / interference caused however shall be expressly repaired / restored to the original state by the Contractor at his own cost.

5.6 The Contractor shall have to make his own arrangements for water, electricity etc required for construction & commissioning at his own cost.

6.0 CONTRACTOR'S ITEMS

6.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.

6.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.

6.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period

7.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

8.0 OIL'S EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

9.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either

party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

10.0 WORK IN MONSOON & DEWATERING

10.1 The execution of the work may entail working in the monsoon also. The Contractor must therefore cater adequately for such situations as may be required for the job and plan and execute the project in strict adherence to Implementation Schedule and according to the term and condition of the Contract. No extra rate shall be considered for such work in monsoon.

10.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost.

11.0 Nil Custom Duty shall not be applicable against this tender. Indigineous bidders are to quote their Non-Deemed Export prices.

12.0 CONFIDENTIALLY:

Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

12.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

12.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Work over Unit to another sphere.

12.3 Contractor shall forbid access to the Drilling/ Work over Unit to any people not involved in the well operations or not authorised by the company to have access to the Drilling / Work over Unit, however, this provision is not applicable to any Government and/or police representative on duty.

13.0 PATENTS, RIGHTS, LIABILITY AND COMPLIANCE OF REGULATION:

13.1 Contractor hereby warrants that the use or sale of the goods delivered hereunder will not infringe claims of any patent covering of such goods and Contractor agrees to be responsible for and to defend at his sole expense all suits and proceedings against COMPANY based on any such alleged patent infringement and to pay all costs, expenses and damages which COMPANY may have to pay or incur by reason of any such suit or proceedings. Final payment to the Contractor by the Company will not be made while any such suits or claim remains unsettled.

- 13.2 The Contractor shall indemnify COMPANY against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.
- 13.3 For this purpose, the Company shall enter into a license agreement, if required, with the Contractor separately covering the forgoing over the period the equipment, software etc. are in actual use in the operations of the Company.
- 13.4 The bidder shall submit format of such agreement envisaged in sub-clause 13.3 hereof along with the bid.
- 13.5 Contractor shall also protect and fully indemnify COMPANY from any claims from Contractor's workman/employees or their heirs, dependants, representatives etc. or from any other person/ persons or bodies/companies etc. for any acts of commissions or omission while executing the Contract.
- 13.6 Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely COMPANY from any claims/penalties arising out of any infringements.
- 14.0 DEFICIENCY: The following penalties shall be applicable in this Contract:
- i) FAILURE PENALTY: In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in the Contract, the penalty shall be levied at the following rates.
- a) Failure to provide Plant Manager at the rate of 8% of the operating and maintenance day rate for each day of non-availability of the Plant Manager.
- b) At the rate of 5% of the Operation and maintenance day rate for each day of non-availability of the either Mechanical Engineer or Electrical engineer or Electrical Safety Officer.
- c) At the rate of 3% of the Operation and Maintenance day rate for the period of non-availability of each of the other key personnel apart from those mentioned above.

NOTE:

1. The above penalty rates are applicable for the first seven days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
2. Beyond seven days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.

3. Contractor will be paid for zero rates if operation is suspended any reason attributable to the Contractor.

4. For the purpose of levying of failure penalty, the operation and maintenance day rate shall be calculated by dividing the Operation and maintenance cost of the corresponding year by the factor of 365 (Three sixty five).

ii) LIQUIDATED DAMAGE FOR DELAY IN COMPLETION OF THE POWER HOUSE: For delay in completion of the power house beyond the period as mentioned in the Contract, LIQUIDATED DAMAGE will be applicable @0.5% per week of Total Capital Cost subject to maximum value of 7.5% of Total capital Cost. (excluding O&M)

iii) LIQUIDATED DAMAGE FOR FAILURE TO GENERATE POWER: OIL shall enter into a Power Purchase agreement with a customer for selling of Power generated from this power house. In the power purchase agreement, tariff for the unit of power to be supplied to the customer shall be applicable. For failure to transfer power from the power house to the customer due to the reason attributable to the Contractor liquidated damage shall be levied on the Contractor. This Liquidated damage shall be equal to the total tariff for the total unit of electrical energy not generated from the power house for the corresponding period for the reason attributable to the Contractor. The total unit of electrical energy not transferred from the power house to the customer for this period shall be the average of the electrical energy uplifted from the power house for the previous seven days. This total unit of electrical energy not generated from the power house shall be multiplied by the applicable tariff to arrive at the applicable liquidated damage for failure to transfer power.

If the Contractor fails to generate power as per OIL's requirement of minimum 5 MW capacity for which there shall be loss of revenue to the Company, the loss to the Company shall be recovered from the Contractor.

If Power cannot be produced from the power house for any reason attributable to the Company during currency of the Contract, the Contractor should immediately notify the Company in writing.

HOWEVER, CREDIBILITY OF THE ATTRIBUTABLE CAUSE TO BE ASCERTAINED BY THE OWNER (OIL).

v) PENALTY FOR DEFICIENCY IN MAINTENANCE OF THE PLANT : The Contractor should strictly adhere to Maintenance schedule of the Plant. In case of deficiency in Maintenance schedule of the plant shall attract the following penalty:

- In case of delay in carrying out the scheduled Maintenance of the Plant upto 6 (Six) months shall attract penalty @ 10% of the Maintenance Cost of the Plant for that year.
- In case of delay in carrying out the scheduled Maintenance of the Plant between 6 (Six) months to 12 (Twelve) months, shall attract additional penalty @ 10% of the Maintenance Cost of the Plant for that year.
- In case of delay in carrying out the scheduled Maintenance of the Plant beyond 12 (Twelve) months the Maintenance Cost of the Plant for that year shall be forfeited. This shall be in addition to the penalty @ 10% of the Maintenance Cost for that year

15.0 DURATION:

The rates, terms and conditions as incorporated in this Contract shall be applicable during the tenure of the Contract and will continue till the termination/completion the Contract.

END OF SECTION - III

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SECTION – IV

SCHEDULE OF RATES & PAYMENT

Schedule of Rate: The Schedule of rate applicable in this Contract shall be as below:

Progressive Payment Schedule:

- I . Payment Upon Mobilisation:
10 % of the Total Capital Cost subjected to furnishing equivalent bank guarantee as per the terms & conditions specified in the tender.

- II . Progressive payments against competition of project milestone:
Progressive payments shall be upto a maximum limit of 70 % of the quoted price.

Sl No	Work	Progressive payment to be released (percentage of quoted price against individual item)
		Maximum limit of 70 % of the quoted price (excluding O & M charge)
01	<i>Procurement of Natural Gas Engine Driven Generating set</i>	
	A	<i>Upon receipt of 01 no. 2 MW Gas engine driven generating set at site</i>
	B	<i>Upon receipt of 01 no. 2 MW Gas engine driven generating set at site</i>
	C	<i>Upon receipt of 01 no. 2 MW Gas engine driven generating set at site</i>
	D	<i>Upon receipt of 01 no. 1 MW Gas engine driven generating set at site</i>
	E	<i>Upon erection/ installation of 01 no. 2 MW Gas engine driven generating set at site</i>
	F	<i>Upon erection / installation of 01 no. 2 MW Gas engine driven generating set at site</i>
	G	<i>Upon erection/ installation of 01 no. 2 MW Gas engine driven generating set at site</i>

	H	Upon erection / installation of 01 no. 1 MW Gas engine driven generating set at site	5%
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SI No	Work		Progressive payment to be released (percentage of quoted price against individual item)
			Maximum limit of 70 % of the quoted price (excluding O & M charge)
Electrical Items & Illumination			
02	A	Upon receipt of all materials & accessories at site	60%
	B	Upon Erection / installation	10%
Piping work			
03	A	Upon Progressive completion of all piping work	70%
Misc Mechanical Equipment			
04	A	Upon receipt of all materials & accessories at site (e. g Compressor, Gas dryer/ booster plant, gas purification plant etc)	60%
	B	Upon Erection / installation	10%
Firefighting system			
05	A	Upon receipt of all materials & accessories at site	60 %
	B	Upon Erection / installation	10%
Black start Generating Set			
06	A	Upon receipt of 01 no 125 KVA Gas Engine driven generating set at site	60 %

<i>Work</i>		Progressive payment to be released (percentage of quoted price against individual item)
		Maximum limit of 70 % of the quoted price (excluding O & M charge)
Implementation of CDM project		
A	<i>Competition of work related to CDM project</i>	70 %
<i>Painting of entire plant</i>		
A	<i>Upon competition of work in all respects</i>	70 %
	B	<i>Upon Erection / installation</i>
		10%
<i>Construction of water & effluent disposal system</i>		
07	A	Upon receipt of all the materials related to water & effluent / sanitary disposal system
		60 %
	B	<i>Upon Erection / installation</i>
		10%
<i>Fitting of Lifting facilities</i>		
08	A	Upon receipt of all the materials related to over head crane
		60 %
	B	<i>Upon Erection / installation</i>
		10%

- III) 10 % of the quoted Total Capital Cost (except Civil Cost) will be released after successful commissioning of the power project after forty five days of operability run without any interruption.
- IV) Payment on successful completion of reliability run:
10 % of the quoted price (excluding O & M charges) subjected to successfully completed the reliability run for one year of the power project from the date of commissioning.
- V) Payment on successful completion of one year from completion of the reliability run:
5% of the quoted price (excluding O & M charges) subjected to successfully completion of one year from completion of the reliability run.
- VI) Payment on successful completion of two years from completion of the reliability run

5% of the quoted price (excluding O & M charges) subjected to successfully completion of two years from completion of the reliability run.

VII) Progressive payment For CIVIL Cost:

- a) Progressive payments shall be upto a maximum limit of 90 % of the quoted civil cost.

<i>Civil & structural Work</i>		
<i>Sl No</i>	<i>Work</i>	<i>Progressive payment to be released (percentage of quoted price against individual item)</i>
<i>01</i>	<i>Upon land filling, development including grading & leveling as per OIL map</i>	<i>15%</i>
<i>02</i>	<i>Construction of boundary wall</i>	<i>10%</i>
<i>03</i>	<i>Construction of Security Control Room with four (4) nos. of Security Watch Tower at the corners of the site.</i>	<i>10 %</i>
<i>04</i>	<i>Construction of Approach Road with necessary Peripheral Road inside the Power Plant</i>	<i>10 %</i>
<i>05</i>	<i>Construction of Shed with foundation over Gen Set and other equipments</i>	<i>15 %</i>
<i>06</i>	<i>Construction of control room for operators with provision of Latrine & Urinal (including fitting of A C)</i>	<i>10%</i>
<i>07</i>	<i>Providing Drinking Water & industrial water facility</i>	<i>10%</i>
<i>08</i>	<i>Development of Green belt area</i>	<i>5%</i>
<i>09</i>	<i>Mis Civil Work</i>	<i>5%</i>

- a) 10 % of the quoted civil cost will be released after one year from the date of successful commissioning power project including forty five days operability run.

- VI) Schedule of payment: O &M :
Schedule payment of O & M of the plant shall be released monthly upon successful operation & maintenance of the plant in strict accordance with Scope of Work (O & M) , in the manner as quoted by the contractor and subsequent agreed upon between the company & the contractor .

The per day O & M payment will be calculated based rate quoted in schedule of rate per annum divided by 365 days (366 days for leap year) .The O & M charges shall be applicable immediately after completion of the operability run of The Power House as defined in the tender.

Note :

- i) Force Meajure rate: "force majeure" rate shall be 70 % of per day O & M Charge.
- ii) Receipt of an individual material shall be considered to be complete once the material is received at the Project site and all the relevant document as per terms & condition of the tender is submitted to the Company representative. Contractor to raise their invoices accordingly.
- iii) Commissioning of the plant will be considered to be complete when the plant shall successfully complete forty five days Operability Run without any interruption.
- iv) Reliability run of the plant will be start after successful competition of test run only.

END OF SECTION - iv

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PROFORMA – B(MODIFIED)

PRICE BID FORMAT

IFB No. CDG3685P15 for Supply, Installation and Commissioning of Natural Gas Engine Based Power Plant at Kumchai in Arunachal Pradesh to be owned by Oil India Limited and subsequent Operation & Maintenance of the Plant for 10(Ten) years

SCHEDULE OF RATES: The bidder is to quote their rates as per the schedule below:

A.0 TOTAL CAPITAL COST: Bidders to quote their rates as per the following format:

SI No	Description of work (inclusive of all that are covered item wise in scope of work under terms of reference & technical specification the tender document)	Quantity	Total PRICE (Currency)	
			FIGURE	WORDS
J) SUPPLY PART				
01.	Natural Gas Engine Driven generating set	LSM		
02.	Electrical Items & Illumination	LSM		
03.	Piping work	LSM		
04.	Misc Mechanical Equipment (e.g. Compressor, Gas dryer/booster plant, gas purification plant etc)	LSM		
05.	Firefighting system	LSM		
06.	Black start Generating Set	LSM		
07.	Lifting (CRANE) Facilities	LSM		
III) WORKS CONTRACT PART				
08.	Civil & Structural Work	LSM		
09.	Construction of water & effluent disposal system	LSM		
10.	Implementation of CDM project	LSM		
11.	Painting of entire plant	LSM		
TOTAL CAPITAL COST "A" = (Supply Part + Works Contract Part) =				

NOTE: Bidder to provide Cost breakup for "Supply Part " separately in their bid as per the Annexure B1 enclosed.

B.0 TOTAL OPERATION & MAINTAINANCE COST: The bidder is to quote for the Operation & Maintenance cost (O&M Cost) of the Power Plant as per below:

SI No	ITEM	CURRENCY	COST
	Operation & Maintenance Cost Of the plant	Rs	
1.	For The First Year		
2	For The Second Year		
3	For The Third Year		
4	For The Fourth Year		
5	For The Fifth Year		
6	For The Sixth Year		
7	For The Seventh Year		
8	For The Eighth Year		
9	For The Ninth Year		
10	For The Tenth Year		
TOTAL OPERATION & MAINTAINANCE COST : B			

TOTAL COMMERCIAL QUOTE = Total Capital Cost "A" + Total Operational Cost "B".

Note: The followings should be taken note by the bidders while quoting for this tender:

1. The bid price should be inclusive of all taxes & levies but excluding Service Tax on "FOR Kumchai basis".
2. Prices shall be quoted strictly as per the Price Schedule Format made available herein without altering any of the contents of the "Price Schedule Format".
3. Prices shall be quoted in Figures as well as in Words. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
4. Price quoted against the items shall be inclusive of all applicable Taxes & Duties but excluding and Service Tax.
5. There is an Arunachal Pradesh entry tax applicable on all the Goods & Services entering Arunachal Pradesh. Bidder to take note of this and forward their quote inclusive of the entry tax.
6. The operation & Maintenance Cost is to be inclusive of all types of spares. The bidder is to forward the list of tentative spares to be consumed for operation & maintenance of the plant on per year basis.
7. The quoted Operation & Maintenance cost of the plant per year should not be less than 10% of the quoted Total Capital Cost.

ANNEXURE - B1

Cost break-Up for "Supply Part" of Total capital Cost "A" of Price Bid format:

Sl No	Description of work (inclusive of all that are covered item wise in scope of work under terms of reference & technical specification the tender document)	Quantity	Total PRICE (Currency)	
			FIGURE	WORDS
01. Natural Gas Engine Driven generating set				
		LSM		
		LSM		
		LSM		
		LSM		
02. Electrical Items & Illumination				
		LSM		
		LSM		
		LSM		
		LSM		
03.	Piping works (Considering the entire piping networks)	LSM		
04.	Misc Mechanical Equipment	LSM		
		LSM		
		LSM		
		LSM		
		LSM		
05.	Firefighting system	LSM		
		LSM		
		LSM		
		LSM		
06.	Black start Generating Set	LSM		
07.	Lifting (CRANE) Facilities	LSM		

Note : The items indicated above is not exhaustive. Bidder to include all the offered items under the Supply Part of their bid in the Annexure B1.

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