

Annexure- B**PART – 2****BID EVALUATION CRITERIA FOR 3 X 10 MW GAS
ENGINE BASED POWER PLANT**

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BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC): The bid shall conform generally to the specifications, 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. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to BEC must be submitted along with the Techno Commercial Bid.

A) TECHNICAL CRITERIA:**1.0 TECHNICAL REQUISITES:**

- 1.1 The bidder must offer 3 Nos. of Gas Engine driven Generator (GEG) sets, of the same make, of performance **Class G2** as per ISO 8528-5 (*with additional requirements as indicated in Form-A*), having Engine **RPM of 1000 maximum**, each suitable for continuous Base Load operation with Guaranteed Net exportable Electrical power output of **minimum 8.2 MW** (i.e., after deducting the Station Electrical Auxiliary loads) at site condition and utilizing Gas fuel of composition as specified in Table – 1 (Average) of the technical specifications of this bid document. The electrical power output shall be **at 11000V, 3 Phase, 50 Hz, Power factor 0.8 lagging**. The offered GEG Electrical Power rating (Gross) shall not be more than **10.5 MW** at site condition and utilizing Gas fuel of composition as specified in Table – 1 (Average). A declaration as per **Form-A** shall have to be submitted along with the Technical Bid.
- 1.2 The offered GEGs shall be capable of operation at all Gas fuel compositions as specified in Table – 1, 2 & 3 of the technical specifications of this bid document. A declaration as per **Form-A** shall have to be submitted along with the Technical Bid.
- 1.3 The offered GEGs shall be capable of delivering a **minimum of 5.0 MW** of Electrical power output at Alternator terminal (Gross) at site condition, utilizing Gas fuel of composition as specified in **Table – 2 (Rich Gas)** of the technical specifications of this bid document. The electrical power output shall be at 11000V, 3 Phase, 50 Hz, Power factor 0.8 lagging. A declaration as per **Form-A** shall have to be submitted along with the Technical Bid.
- 1.4 The offered GEG should be capable of
 - (a) Running at **No Load** (i.e., GEG Breaker Open) for a minimum period of **30 min**, at site conditions and utilising Gas fuel of composition as specified in Table – 1, 2 & 3, of the technical specifications.

AND

 - (b) Running continuously with an Electrical load of no more than **20% of its Rated capacity (Gross)**, at site condition and utilising Gas fuel of composition as specified in Table – 1 of the technical specifications, for a minimum **period of 24 Hours**.

A declaration to this affect shall be provided as per **Form-B** along with the Technical Bid.

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- 1.5 A declaration as per **Form-C**, along with the Technical Bid, **shall be provided** that (i) Offered model of the GEG is not going to become obsolete in coming **10 years**, (ii) Offered GEG Control System is not going to become obsolete in the coming 5 years, (iii) The spares for the offered GEG and control system will continue to be made available by the OEM for next 25 years and (iv) All maintenances including major overhauling of the GEG can be carried out at site and OEM support if required shall be provided.
- 1.6 The GEG Power Plant shall conform to the latest amendment of The Environment Protection Rule – 1986 of India as applicable for Gas / Naptha based Thermal Power Plant, or such other amendments as may come into effect till award of this Contract, considering Gas of composition as specified in the technical specifications of this bid document. A declaration to this effect shall be provided as per **Form-D** along with the Technical Bid.

2.0 BIDDER MUST BE:

- 2.1 The Original Equipment Manufacturer (**OEM**) of the offered Gas Engine OR **100% subsidiary of the OEM OR 100% direct/indirect subsidiary of the OEM's ultimate parent company**
- OR**
- 2.2 A company engaged in the business of setting up of Power Plants on Lump Sum Turnkey (LSTK) basis or EPC basis.

In this case, the Bidder must furnish undertaking(s) from the **Original Equipment Manufacturer (OEM)**, Authorising the Bidder to offer the specified model and certifying that in the event of award of Contract on the Bidder, OEM shall provide backup Warranty for equipment and performance, supervision during Installation & Commissioning, future support to OIL by way of Technical support, assistance in Troubleshooting, System upgrades, Supply of spares and consumables. The undertaking(s) shall be provided along with the Technical Bid

3.0 BIDDER'S EXPERIENCE

- 3.1 In case, the bidder is the Original Equipment Manufacturer (**OEM**) of the offered Gas Engine OR **100% subsidiary of the OEM OR 100% direct/indirect subsidiary of the OEM's ultimate parent company**, the following criteria shall be met by the Bidder:
- (i) The Bidder must have the experience of Design, Supply, Installation, Testing and Commissioning of at **least 1 (one) Natural Gas fuelled Engine based Power Plant** of installed capacity **not less than 15 MW** in previous **7 (Seven) years**, reckoned from the original bid closing date.

In order to ascertain the same, the bidder shall have to submit along with the Technical Bid necessary documentary evidence in the form of copies of Purchase Order and/or Work Order and/or Contract document along with relevant supporting documents proving job completion.

AND

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- (ii) At least 2 (Two) Natural Gas fuelled Gas Engine Generator sets, of minimum Electrical output of 9.0 MW (Gross) each, having the same Number of cylinders, configuration, Bore and stroke as that of the offered GEG shall have proven track record of running successfully for at least **8000 Hrs** in previous 7 (seven) years reckoned from the original bid closing date.

In order to ascertain the same, the bidder shall submit along with the Technical Bid documentary evidence from the end user along with copy of the Purchase order/Contract containing requisite details.

- 3.1.1 In case bidder is not meeting the technical experience criteria as stipulated in para 3.1(i), of BEC, bidder can submit the bid on the basis of technical experience of the parent/ subsidiary company** (Eligibility criteria in case bid is submitted on the basis of technical experience of the parent/ subsidiary company):

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 3.1 (i) can also be considered provided the Bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as Annexure-6 (a)) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-6 (b)) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **Annexure-5**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

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Note: In case Supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

OR

3.1.2 In case bidder is not meeting the technical experience criteria as stipulated in para 3.1 (i) of BEC, bidder can submit the bid on the basis of technical experience of sister subsidiary/co-subsidiary company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions: -

Provided that the sister subsidiary/co-subsidiary[**supporting company**] company and the bidding company are both **either** directly owned 100% subsidiaries of an ultimate parent/holding company **or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.**

- (i) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 3.1 (i) and not through any other arrangement like technical collaboration etc.
- (ii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished, between them, their ultimate parent/holding company, along with the technical bid.

In the situations mentioned above in (i) and (ii), following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the subsidiary/co-subsidiary[**supporting company**] company to provide a Performance Security (as per format and instructions enclosed at **Annexure-5**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting/subsidiary/co-subsidiary company. In such case bidding company shall furnish an undertaking that their foreign based supporting/subsidiary/co-subsidiary

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company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (ii) Undertaking from the subsidiary/co-subsiary **[supporting company]** company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting/subsidiary/co-subsiary company shall be invoked by OIL due to non-performance of the contractor.

Note: In case subsidiary/co-subsiary **[supporting company]** company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.

3.2 If the bidder is a company engaged in the business of setting up of Power Plants on Lump Sum Turnkey (LSTK) basis or EPC basis.

- (i) The Bidder must have the experience of Engineering, Procurement, Construction management, Installation, testing and Commissioning of at **least 1 (one) natural** gas based turbine/engine Power Plant of installed capacity **not less than 15 MW on EPC/Lump Sum Turnkey basis** in **previous 7 (Seven) years**, reckoned from the original bid closing date.

In order to ascertain the same, the bidder shall have to submit along with the Technical Bid necessary documentary evidence in the form of copies of Purchase Order and/or Work Order and/or Contract document along with relevant supporting documents proving job completion.

AND

- (ii) At least 2(Two) Natural Gas fuelled Gas Engine Generator sets, of minimum Electrical output of 9.0 MW (Gross) each, having the same Number of cylinders, configuration, Bore and stroke as that of the offered GEG shall have proven track record of running successfully for at least **8000 Hrs** in previous 7 (seven) years reckoned from the original bid closing date.

In order to ascertain the same, the bidder shall submit along with the Technical Bid documentary evidence from the end user along with copy of the Purchase order containing requisite details.

3.3 Job executed by a bidder for its own organization / subsidiary /co-subsiary / sister concern / Group Company shall not be considered as experience for the purpose of meeting BEC.

3.4 It shall be the bidder's responsibility to ensure that the documents submitted in support of experience as required under BEC are clear and adequate. These documents should be issued and signed by the official signatory of the client company. The client company shall be a separate entity from the bidder and/or his Group Company(ies). Experience certificate issued to the Bidder by any company within the ultimate parent company of the bidder shall not be accepted. The

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bidder has to submit an undertaking in this regard.

3.5 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. However, consortium can be only be formed with sister subsidiary/co-subsidiary companies having the same parent/holding company or within the same ultimate parent/holding company. In case of consortium bidding the members of the consortium should not be more than three. The Leader of the consortium should satisfy the minimum experience requirement as per Para **3.1 (i) and 3.1(ii) or 3.2 (i) and 3.2 (ii)** above. The other members of the consortium should have commensurating work experience for the division of work.
- b) The leader of the consortium must submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members, should be addressed to Company, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extension, if any. The following provisions should also be incorporated in the MOU executed by the members of the consortium:
 - (i) Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (ii) 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.
 - (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
 - (iv) The Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium.

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- (v) The leader of consortium shall take full responsibility for performance of the contract.
- (vi) Each member in a consortium shall be a legal entity and not an individual person.
- (vii) The division in scope of work among Consortium Members shall commensurate with their past experience. The overall Project Management shall be performed by the Leader. All Members of the Consortium shall assume responsibility jointly and severally and shall submit Agreement/MOU along with the Bid clearly defining the scope and responsibility of each member along with nomination of the Leader. This Agreement/MOU must remain in force at least till the end of Defects Liability Period and shall be extended if required as per the Company's advice.
- (viii) The Consortium Leader and the distribution of work will be identified and set forth in the bid and will not be permitted to change thereafter without the consent of the Company.
- (ix) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a Consortium Member.
- (x) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium /joint venture members.
- (xi) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of the contract obligation.
- (xii) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
- (xiii) Document/details pertaining to qualification of the bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (xiv) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (xv) **Signing of contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

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- (xvi) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same principal/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.
- (xvii) 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 sign in the MOU to be provided along with the technical bid.
- (xviii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

4.0 OTHER REQUISITES

- 4.1 The **OEM of the Gas Engine OR 100% subsidiary of the OEM OR 100% direct/indirect subsidiary of the OEM's ultimate parent company** shall have **Service Setup/Office setup** in India since not less than **last 1 Year**, reckoned from the original bid closing date of the tender. Documentary evidence regarding this shall be provided in the form of valid Trade License/valid Certificate from ROC along with Income Tax Returns / GST registration / Sale Tax Registration Certificate/ VAT Registration Certificate / Purchase Order copies /Bank Statements. It shall be the bidder's responsibility to ensure that the documents are submitted along with the Technical Bid and are clear and adequate.
- 4.2 In case the Bidder is a company engaged in the business of setting up of Power Plants on Lump Sum Turnkey (LSTK) basis, the Bidder shall have **Office setup** in India since not less than **last 1 Year**, reckoned from the original bid closing date of the tender. Documentary evidence regarding this shall be provided in the form of valid Trade License/valid Certificate from ROC along with Income Tax Returns / GST registration / Sale Tax Registration Certificate / VAT Registration Certificate/ Purchase Order copies / Bank Statements .It shall be the bidder's responsibility to ensure that the documents are submitted along with the Technical Bid and are clear and adequate.
- 4.3 A declaration as per Form-C, that only OEM personnel/ OEM certified competent persons shall be deployed by the Bidder for all routine/schedule/breakdown maintenances during Long Term Maintenance Service contract of the GEG. This declaration shall be submitted along with the Technical Bid.
- 4.4 Time is the essence of this project. Completion period for the Main LSTK-EPC work is 22 (Twenty Two) Months from the issue of Mobilization Notice after Issuance of LOA (including 30 days mobilization period). Offers without confirmation of project completion time of 22 (Twenty Two) Months or with project completion time more than 22 (Twenty Two) Months will be summarily rejected.
- 4.5 During the tenure of the Project timeline of 22 months, OIL will be engaging a PMC contractor for assisting OIL in project execution and monitoring the project. Since, PMC Contract will be engaged by OIL for the entire project duration, in the event of failure on the part of EPC contractor to complete the project on time i.e. within the project completion period of 22 (Twenty Two)

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months from the issue of Mobilisation Notice after Issuance of LOA, the extra expenditure on PMC Contractor towards the extended period [attributable to EPC Contractor] will be recovered from the EPC Contract.

B) FINANCIAL CRITERIA:

- a) The following Financial parameters shall have to be met by the bidder

Sl	Parameter	Financial Criteria
1	Annual Turnover	₹ 80.39 Crores or 11.484 million USD (1USD=₹ 70.00) in any of the preceding 3(Three) financial years, considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be ₹ 24.12 Crores or 3.445 million USD (1USD=₹ 70.00) as per immediate preceding audited financial year result. Net worth shall mean: " the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation."

Note:

(i) In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **₹ 80.40 Crores** or **11.484** million USD (1USD=₹ 70.00) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **₹ 40.20 Crores** or **5.742** million USD (1USD=₹ 70.00) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

(ii) Similarly, in case of consortium bidding the Net Worth of all the consortium partners individually should be positive and cumulative **Net worth** should be **₹ 24.12 Crores** or **3.445** million USD (1USD=₹ 70.00) for the accounting year preceding the original bid closing date.

(iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting

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year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited as on Original bid closing date as per the format **Annexure-1**.

Note2: For proof of Annual Turnover & Net Worth any one of the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-2**.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign BIDDERS, self-attested/digitally signed printed published accounts are also acceptable.

Note 3: In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, the bidder will be required to provide documentary evidence for the same.

b) Working Capital:

The Bidder should have minimum working capital equal to ₹ **24.12 Crores** or **3.445**million USD (1USD=₹ 70.00) as per immediate preceding audited financial year result.

Similarly, in case of consortium bidding the cumulative working capital should be equal to ₹ **24.12 Crores** or **3.445** million USD (1USD=₹ 70.00) for the accounting year preceding the original bid closing date.

In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per enclosed format. [**Annexure-3**.]

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 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. [An undertaking is to be submitted by the bidder as part of the offer conforming to comply on opening of bank account , 10% deposit and minimum balance]

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.

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In addition to above, the bidder should submit a financial resource/cash flow plan for execution of this contract. Bidders to mandatorily submit the Annexure- 7(a) as per the format as part of Technical offer and Annexure – 7(b) as per the format as part of Commercial offer.

Note 4: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.

- c) **Bid Capacity:** The bidding capacity of the contractor or consortium should be equal to or more than **₹ 160.78 Crore or US\$ 22.968 Million** (1USD=₹ 70.00). The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times 1.5] - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years

B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format for **Annexure-4**.

- d) **Debt equity ratio:** Debt equity ratio of the bidder or all consortium partners should not be more than 2:1. Debt equity ratio shall mean long term borrowings/ Net-worth.

Note 5: In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

Note 6: In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-6 (c) by the authorized officials.
- The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- Documents proving that minimum Net worth of the parent/ultimate parent company is **₹ 24.12 Crores or 3.445 million USD** (1USD=₹ 70.00) for the accounting year preceding the bid closing date”.
- Documents proving that minimum working capital equal to **₹ 24.12 Crores or 3.445 million USD** (1USD=₹ 70.00) as per immediate preceding audited financial year result. [For details please refer clause b) working capital above]
- Documents proving that the bidding capacity is equal to or more than **₹ ₹ 160.78 Crore or US\$ 22.968 Million** (1USD=₹ 70.00).

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g) Documents proving that Debt equity ratio should not be more than 2:1.

e) OIL reserves the right to ask for any Original or other relevant document to verify the certification.

C) 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 Attachments" Tab** and Priced Bid as per SOR-Summary, SOR-1, SOR-2, SOR-3 and SOR-4 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 The bidders must quote their Prices in the manner as called for vide **Section – III**, Schedule of Rates (SOR) i.e.
 - **SOR-1 for Main LSTK-EPC work**
 - **SOR-2 for 3 Months initial Operation along with 1 Year Maintenance Service of the GEG Plant during warranty period**, including all materials and consumables (except fuel).
 - **SOR-3 for Comprehensive Long Term Maintenance Service (LTMS) of the Gas Engine Generator Plant for 2 (two) years with provision of extension by 1(one) year**, including all spares and consumables for GEG plant (except fuel), after completion of 1 (one)Year Warranty.
 - **SOR-4 for Gas Engine Spares (including Turbocharger Spares and all the consumables except fuel)required upto 1,00,000 RHRS for each Gas Engine (less the running hours already covered under SOR-2 and SOR-3)**, as declared by the OEM based on GEG running hours.
 - **SOR-Summary-Total of SOR-1, SOR-2, SOR-3 and SOR-4 and applicable GST rate**
- 3.0 Bidder needs to mandatorily quote for all the items in the Schedule of Rates (SOR) – 1, 2,3&4 in Section – III else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against all the items mentioned in the SOR– 1, 2, 3&4. The SOR-Summary should reflect the total of SOR's – 1, 2,3 & 4.
- 4.0 Bidder must include all liabilities and taxes including statutory liabilities but excluding GST. **Applicable GST must be quoted in the SOR-Summary, which will be considered for evaluation of the bid.**
- 5.0 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.
- 6.0 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 7.0 Bid Security for an amount of **₹ 1.70 Crore or US\$ 0.223 Million** in Original shall be furnished as a part of the Technical Bid and shall reach the 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 and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

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- 8.0 The Integrity Pact must 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 9.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 10.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 11.0 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.
- 12.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 13.0 Any Bid containing false statement will be rejected.
- 14.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates under Section - III of Bid Document, otherwise the Bid will be summarily rejected.
- 15.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 16.0 Bidder shall fulfil all the relevant clauses applicable for this e-Tender.
- 17.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in totality failing which the bid will be rejected –
- i) Performance Security
 - ii) Force Majeure
 - iii) Tax Liabilities
 - iv) Arbitration
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage
 - vii) Safety & Labour Law
 - viii) Termination
 - ix) Integrity Pact
 - x) Warranty and remedial of defects
 - xi) Liability
 - xii) Insurance
 - xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.
- 18.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

D) EVALUATED BID PRICE

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

- 1.0 **Total Bids Price shall be calculated taking into account the total Price quoted against SOR – Summary i.e. total of SOR-1, SOR-2, SOR-3 and SOR-4 and applicable GST rate**

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- 2.0 Contract will be awarded for the items covered under **SOR-1, SOR-2 & SOR-3**. Purchase Order against **SOR-4** (i.e. Spares for 1,00,000 engine RHRS) shall be placed subsequently by OIL as per requirement. **On the quoted prices towards spares, an undertaking from the OEM has to be provided confirming to hold the quoted prices as firm as provided in SOR-4 for a period of 6 years post LTMS and effective from 11th year onwards , the rate should be either quoted rate or the minimum of the quoted escalation rate/ the inflation rate of the respective country of Origin.**

3.0 Equalising for Scope of work

In case bidder takes exception to any clause of bid document not covered under BEC, 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 on the bidders. The value of the offer arrived after loading shall be termed as **TOTAL CAPITAL COST** (i.e bidder's quoted rate against **SOR-1** plus **SOR-2** plus **SOR-3** plus **SOR-4** plus **Loading** on account of deviation).

4.0 Equalising for Output

The **TOTAL CAPITAL COST** so arrived shall be equalised to a base of 24.4 MW Net plant output as per following methodology:

- Unit price per kW (₹/kW) for each Bidder shall be determined by dividing the **TOTAL CAPITAL COST** by the Guaranteed Net exportable Power Output in kW as declared by the Bidder in Form-A.
- The figure of ₹/kW as arrived in para 4.0(a) above shall then be multiplied by 24,400 kW to arrive at the **EQUALISED CAPITAL COST** for each bidder.

5.0 Loading for Heat Rate

The following methodology shall be used

- Guaranteed Net Heat Rate in Kcal/KWh for all bids, considering site conditions and Calorific value of Gas fuel as specified in the Tender Document, shall be tabulated.

The Lowest Guaranteed Net Heat Rate out of all Bids, shall be considered as the **BASE HEAT RATE**.

- Loading of bid in ₹ for heat rate will be calculated using the following formula:

$$HR_L = K1 \times (\text{Guaranteed Net Heat Rate of bid} - \text{BASE HEAT RATE}) \times 24.4\text{MW} \times 1000$$

[K1= Heat Rate Evaluation Factor = ₹88.7/kCal/kWhr/kW, considering net heat rate increase by 1kCal/kWhr for GEG life cycle of 25 years].

6.0 Loading for Lube Oil Consumption

- Lowest guaranteed lube oil consumption in g/kWhr at site conditions shall be considered as the **BASE LUBE OIL CONSUMPTION**.
- Loading of bid in ₹ for Lube oil consumption will be calculated using the following formula:

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$$LO_L = K_2 \times (\text{Guaranteed Lube oil consumption of bid} - \text{BASE LUBE OIL CONSUMPTION}) \times 24.4\text{MW} \times 1000$$

[K₂= Lube Oil Evaluation Factor= ₹13.3/mg/kWhr/kW, considering net increase in lube oil consumption by 1mg/1kWhr for GEG life cycle of 25 years].

7.0 Total Evaluated Bid Price

The Bidder's Inter-se ranking shall be on the basis of

$$\text{Total Evaluated Bid Price} = \text{EQUALISED CAPITAL COST} + HR_L + LO_L$$

- 8.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, CAG Branch, Kolkata, 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 03 (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.

E) GENERAL:

- 1.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.
- 2.0 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.
- 3.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.
- 4.0 In case bidder takes exception to any clause of bid document not covered under BEC, 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 on the bidders.
- 5.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 6.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

F) PURCHASE PREFERENCE CLAUSE:

~~1.0 Purchase Preference to Micro and Small Enterprises:~~

~~(a) Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board~~

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~~or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.~~

~~(b) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.~~

~~(c) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.~~

~~(d) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.~~

~~(e) DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:~~

~~Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.~~

2.0 Purchase preference Policy (linked with Local Content) (PP-LC)

- (a) Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-20023/2/2017- FP-PNG dated 07.10.2019 of MoP&NG shall be applicable in this tender (Policy enclosed as Annexure).
- (b) Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.
- (c) Total Evaluated Bid Price will be considered for the applicability of Purchase preference clause.

3.0 COMPLIANCE OF THE COMPETITION ACT, 2002 : The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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Annexure- 1 of BEC***ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER*****Certificate of Compliance of FINANCIAL CRITERIA:****Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note no. C of the Tender**

I the authorized signatory(s) of (Company or firm name with address) do hereby solemnly affirm and declare as under:-

**The balance sheet/Financial Statements for the financial year
_____ (as the case may be) has actually not been audited as on
the Original Bid closing Date.**

Place :

Date :

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid closing Date will not be considered and will be rejected. This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

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Annexure-2 TO BEC**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<u>TO WHOM IT MAY CONCERN</u>		
<p>This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder /Vendors/Contractors/Service Providers) for the last three (3) completed accounting years upto(as the case may be) are correct.</p>		
YEAR	TURN OVER In INR (Rs.) Crores / US (\$) Million	NET WORTH In INR (Rs.) Crores / US (\$) Million
<p>*Rate of Conversion (if used any): USD 1.00 = INR.....</p> <p>Place:</p> <p>Date:</p> <p>Seal:</p> <p>Membership No. :</p> <p>Registration Code:</p> <p>Signature</p>		

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Annexure-3 TO BEC**Format for Line of Credit from Scheduled Commercial Bank****Confirmation from the Bank for the availability of unutilized line of credit:**

We (Name of bank) having our registered office at
 hereby confirm the company M/s (Bidder/Parent Company) having
 registered office at is having account with our bank. Presently the
 credit limits of the company are as under:

Item	INR / Currency
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

We further confirm that we are Scheduled Commercial Bank having Net Worth more than INR 100 Crore.

Authorized Signatory of Bank

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Annexure-4 TO BEC**DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT**

I/We ----- age----- son of----- ----- do hereby solemnly affirm and declare as follows for and on behalf of the Firm					
LIST OF EXISTING COMMITMENT AND ONGOING WORKS					
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
1	2	3	4	5	6 (4-5)
	Balance commitments in 12 months from the date of expiry of the bid validity				(INR)
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					

Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%

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Annexure-5 TO BEC**FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY**

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ "ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract

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documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

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The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC BANK LIMITED, Duliajan Branch, IFS Code – HDFC0002118, Branch address – HDFC BANK LIMITED, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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Annexure- 6 (a)**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY
/ 100% SUBSIDIARY COMPANY (As the case may be)****(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTORISED)**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

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4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

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Annexure-6 (b)**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE****(Delete whichever not applicable)****TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE****AND NOTORISED)****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

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1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this

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Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

Witness:

1. Signature _____
 Full Name _____
 Address _____

M/s _____

Signature _____

Name _____

Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
 Full Name _____
 Address _____

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Annexure-6 (c)**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING****(Delete whichever not applicable)****(TO BE EXECUTED ON COMPANY'S LETTER HEAD)****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor has an annual financial turnover of minimum **Rs. 80.40 Crore** (or equivalent **11.484 million USD**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

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4. The Guarantor has Net Worth of minimum **₹ 19.43 Crores or 2.775 million USD** (1USD=₹ 70.00) as per immediate preceding audited financial year result.
5. The Guarantor has minimum working capital equal to **₹ 24.12 Crores or 3.445 million USD** (1USD=₹ 70.00) as per immediate preceding audited financial year result.
6. The Guarantor has bidding capacity equal to or more than **₹ ₹ 160.78 or US\$ 22.968 Million** (1USD=₹ 70.00).
7. Debt equity ratio of the Guarantor is not more than 2:1.

The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

8. The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

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(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of

(Bidder)

For and on behalf of

(Parent/Ultimate Parent/Holding Company(Delete whichever not applicable))

Witness:

1.

2.

Witness:

1.

2.

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Annexure-7(a)***(To be typed on the letter head of the bidder)*****To be submitted along with Technical Bid****Sub.: Statement of Financial resource for execution of the contract****Ref.: OIL's tender No. CDG3096P20****[Bidder shall furnish detailed statement of financial resource to meet contract cost in the following format]**

S1 No.	Source of Financing	In Percentage
1.	Internal Resources	
2.	Long Term Borrowings	
3.	Short Term Borrowings	
	Total Resources	100%

Note: Bidder to ensure that the amount shown under Annexue-7(b) translates into percentage shown under Annexure 7(a).

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

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Annexure-7(b)*(To be typed on the letter head of the bidder)***To be submitted with Price Bid****Sub.: Statement of Financial resource for execution of the contract****Ref.: OIL's tender No. CDG3096P20****[Bidder shall furnish detailed statement of financial resource to meet contract cost in the following format]**

Sl No.	Source of Financing	Amount (Currency:)
1.	Internal Resources	
2.	Long Term Borrowings	
3.	Short Term Borrowings	
	Total Resources	

Note:**i) Bidder to ensure that the amount shown under Annexure-7(b) translates into percentage shown under Annexure 7(a).****ii) If the amount in the above table is stated in a currency other than INR, exchange rate prevailing on the Original Bid Closing Date shall be used for conversion into INR.**

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

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