



OIL INDIA LIMITED

(A Govt. of India Enterprise)

OIL HOUSE

Plot No. 19, Sector-16A

NOIDA - 201 301, UTTAR PRADESH

E-mail: corp_c&p@oilindia.in

BID DOCUMENT

Engineering, Procurement and Construction (EPC) contract of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.



Tender No:

SLI8436P16 Dated 03.09.2016

OIL INDIA LIMITED

(A Govt. of India Enterprise)
Plot No. 19, Sector-16A
NOIDA - 201 301, UTTAR PRADESH
E-mail: corp_c&p@oilindia.in

FORWARDING LETTER

To,

Prospective Bidder

Sub: Invitation of bids for Engineering, Procurement and Construction (EPC) Contract of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Dear Sirs,

Oil India Limited invites bids from prospective bidders for the subject item under "Single Stage Two Bid System" complete in all respect in accordance with the following details and enclosed Sections of the Bid Document:

1.0 **BRIEF DETAILS:**

Sl. No.	Description of Item	Particulars
i.	Supply, Installation and Commissioning of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.	At any suitable site(s) in the state of Gujarat and/ or Madhya Pradesh
ii.	Period of commissioning	i. 25 MW (Min) by 10th March 2016 ii. Complete 50MW + 10% within nine months from the date of issue of LOA
iii.	Tender No. & Date	SLI8436P16 dated 03.09.2016
iv.	Type / Mode of tendering	Domestic Open Tender under Single Stage Two Bid system through e-procurement portal.
v.	Bid Document	The Bid Document comprises of Sections-I to IX including this Forwarding Letter, all Annexure and Appendix.
vi.	Tender Fee (non-refundable)	Rs. 5,000/- (PSU & SSI unit exempted)
vii.	Earnest Money Deposit (EMD) (Bid Security)	Rs. 2.00 Crore (Rupees Two Crore) only to be submitted in original and physical form.

Sl. No.	Description of Item	Particulars
viii.	Duration of Contract	a) EPC contract : Nine months from date of issue of LOA b) O&M contract- 20 years from date of stabilization of whole project
ix.	Date and time of pre-bid meeting	Date: 15 th September 2015 Time : 11 AM i.e. 11:00 Hrs. (IST) Venue :Corporate Office, OIL, Plot No. 19, Sector-16A, NOIDA -201301 UTTAR PRADESH
x.	Last Date & Time of loading of bid in OIL's e-Tender portal	As Mentioned in the On-line Tender
xi.	Date & time of opening of un-priced bid	As Mentioned in the On-line Tender
xii.	Date & time of opening of Priced bid	Will be intimated to the qualified bidders nearer the time.
xiii.	Venue for pre-bid meeting & opening of bids	Corporate Office, OIL, Plot No. 19, Sector-16A, NOIDA -201301 UTTAR PRADESH
xiv.	Technical Specification of WEG Equipment	As given in Section VIII
xv.	Location of Project	At suitable potential site (s) in the state of Gujarat and / or Madhya Pradesh
xvi.	Currency of Offer	Indian Rupees.
xvii.	Payment Terms	Payments shall be released against milestones as mentioned in Special Conditions of Contract.
xviii.	Payment for Operation & Maintenance of Wind Power Project	On quarterly basis of annual contract price after expiry of Guarantee / warrantee period on furnishing of Performance Bank Guarantee for contract performance for O&M
xix.	Performance Security	The successful bidder shall submit Security Deposit Cum Performance Bank Guarantee for an amount equivalent to 7.5% of Contract Value (except O&M) within 15 days of issue of Award of Contract in the Proforma as per Annexure-III/IV.
xx.	O&M Performance Security	The Bidder shall submit a Bank Guarantee one month prior to completion of free O&M period, for an amount equivalent to 7.5% (Seven & a half percent) of annual O&M charges for the year. Every year a fresh bank guarantee shall be submitted by the Bidder, having validity of 13 months, one month prior to expiry of earlier Bank Guarantee or the existing bank guarantee can be extended suitably every year till O&M contract remains with the Bidder. Such Bank Guarantee shall be furnished in the Proforma as per Annexure-III/IV.

Sl. No.	Description of Item	Particulars
xxi.	Evaluation of Bids	Evaluation of Bids of eligible bidders shall be done as per details specified in the Bid Evaluation Methodology.
xxii.	Validity of Offer	Offers shall be valid for a period of 60 days from bid closing date or extension, if any.
xxiii.	Quotation to be on 'Firm' price basis	Prices quoted as per price schedule of Prices I&II by the bidders shall remain 'Firm' during the bidder's Performance of the contract and not subject to variation on any account. Quotation submitted with variable price will be treated as non-responsive and the same shall be rejected.
xxiv.	Custom Duty, CVD, etc.	For goods offered from abroad Custom Duty, CVD and other applicable levies, etc, if payable, will be paid directly by the bidder and shall be included in the tender price only.
xxv.	Taxes, duties, levies etc	In case of the bidder offering goods manufactured in India, ED/Service Tax & VAT/ CST and other statutory levies solely in respect of transaction between the Owner and the supplier under the contract, shall be included in the tender price only.
xxvi.	Project Consultant	M/s. Power & Energy Consultants (PEC), Delhi has been appointed as consultant for bid evaluation & site supervision works. Contact Person : Mr. C M Jain Mobile No. +91 9312262799 Contact Person : Mr. R K Mohta Mobile No. +91 9871282201 e-mail: info@powerandenergyconsultants.com
xxvii.	Queries regarding Pre- Bid conference	Any queries regarding pre bid conference may be forwarded in the prescribed format at Annexure-XIV to Oil India Limited and our Consultant M/s Power & Energy Consultants (PEC), Delhi Queries to be sent to : For OIL : i) Mr. P.P Dutta, Chief Manager (BD-RE) Cell: +91 – 9818787963 OIL INDIA LIMITED, Plot No. 19, Sector 16A, NOIDA - 201301 (U.P.) E-mail: parthadutta@oilindia.in ii) Mr. S. K. Saikia, Senior Manager (BD-RE) OIL INDIA LIMITED, Plot no. 19, Sector 16A, NOIDA-201301, Uttar Pradesh Phone: +91-120 2419135 Cell: +91 – 9971002012 E-mail: sksaikia@oilindia.in

Sl. No.	Description of Item	Particulars
		For PEC: i) Mr. C M Jain Mobile No. +91 9312262799 ii) Mr. R K Mohta Mobile No. +91 9871282201 e-mail: info@powerandenergyconsultants.com

2.0 **SUBMISSION OF BIDS:**

This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER including Integrity Pact** are to be uploaded in the **Technical RFX Response** link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid is to be uploaded as Attachment in the attachment link under **"Notes and Attachments"**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - III.

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:

The screenshot shows the 'Display RFX Response' interface. At the top, there are tabs: 'Edit', 'Print Preview', 'Technical RFX Response' (highlighted with a red box and an arrow pointing to a callout), 'Close', and 'Withdraw'. Below the tabs, there is a summary section with fields: 'RFX Response Number: 60006452', 'RFX Number: TEST2', 'Status: Su', 'RFX Owner: WIPRO_TEST1', 'Total Value: 0.00 INR', and 'RFX Response'. Below this, there are tabs: 'RFX Information', 'Items', 'Notes and Attachments' (highlighted with a red box and an arrow pointing to a callout), and 'Conditions'. The main content area is divided into 'Basic Data' and 'Questions'. Under 'Basic Data', there are sections for 'Event Parameters' (Currency: Indian Rupee, Detailed Price Information: Price with Conditions, Terms of Payment: 9010 90% against despatch+10% after receipt) and 'Partners and Delivery Information' (a table with columns: Function, Number, Name, Valid fr). The table is currently empty, with a message: 'The table does not contain any data'.

Go to this Tab "Technical RFX Response" for Uploading "Techno-commercial Unpriced Bid".

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid"

Edit RfX Response:

Submit | Read Only | Print Preview | Check | Technical RfX Response | Close | Save | Verify

RfX Response Number 60006452 RfX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RfX Owner WIPRO_TEST1 Total Value 0.00 INR RfX Response Version Number 2 RfX Version Number 5

RfX Information | Items | **Notes and Attachments** | Conditions

Notes

Add ▲ Clear

Assigned To	Category	Text Preview

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT" Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Notes :

* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices**.

** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the File. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

- 2.1 The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- 2.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 2.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

2.5 Interested bidders may contact the following person or the Project Consultant for any technical clarifications against the tender.

(a) Mr. P.P Dutta, Chief Manager (BD-RE)
OIL INDIA LIMITED, Plot No. 19,
Sector 16A, NOIDA - 201301 (U.P.)
Phone: +91-120 2419134
Cell: +91 – 9818787963
E-mail: parthadutta@oilindia.in

(b) Mr. S. K. Saikia
Senior Manager (BD-RE)
Plot no. 19, Sector 16A
NOIDA-201301, Uttar Pradesh
Phone: +91-120 2419135
Cell: +91 – 9971002012

3.0 **SUBMISSION OF COPIES OF CERTIFICATES/ DOCUMENTARY PROOFS**

Bidders are required to submit copies of all certificates / documentary evidences towards proof of meeting the stated "BRC" along with the other requisite documents. Non-submission of copies of requisite certificates / documents shall render the bid non-responsive, and shall be liable for rejection.

4.0 **INTEGRITY PACT:**

4.1 OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide ANNEXURE-XII of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. The Proforma has to be returned by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma duly signed by the Bidder shall be rejected straight away. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

NAME OF INDEPENDENT EXTERNAL MONITOR:

(a) Shri Raghaw Sharan Pandey, IAS (Retd.)
Former Secretary, Ministry of Petroleum & Natural Gas
E-mail Id: rspandey_99@yahoo.com

(b) Shri Rajiv Mathur, IPS (Retd.)
Former Director, IB, Govt. of India
E-mail Id: rajivmathur23@gmail.com

5.0 **PRE-BID MEETING**

5.1 A Pre Bid Meeting shall be convened at 11:00 Hrs on 15th September 2015 at OIL India Corporate Office, Plot No. 19, Sector-16A, NOIDA -201301 UTTAR PRADESH.

Bidders or their authorized representatives, desirous of attending the Pre-Bid Meeting, must submit authorization letter (Bid Response Sheet No 4) at the time of Pre-Bid Meeting.

5.2 Bidders are requested to submit any queries/questions by email/courier in the prescribed format at Annexure-XIV in PDF and word format so as to reach OIL INDIA at least three (03) days before the pre-bid meeting. These queries/questions shall be addressed during the pre-bid meeting.

❖ **NOTE:**

1. Bidders are requested to fill all "Bid Response Sheets, & Annexure" as enclosed in the Bid Document. Bidders must sign all the attachments of the Bidding Document.
2. Bidders may depute their authorized representative to attend the "Un-priced Bid Opening". The eligible Bidders shall be informed of date & time for opening of their "Price Bid".
3. Any change in bid after the "Due Date & Time of Bid-Submission" of bid is not allowed.
4. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the bid document.
5. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., e-mail ID, etc.

Yours faithfully,

OIL INDIA LIMITED

(N. Sarmah)
Deputy Manager (Materials)
For Senior Advisor (C&P)
For Executive Director (C & P)
For Chairman & Managing Director

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SECTION-I

NOTICE INVITING TENDER

SECTION-I

INVITATION FOR BIDS

e-Tender No. SLI8436P16 Bid Closing Date: 06.10.2015

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders for **Engineering, Procurement and Construction (EPC) contract of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years** through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>. Application showing full address and email address with Tender Fee (Non-refundable) of Rs.5,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to Executive Director (C & P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA– 201301 [email ID: corp_c&p@oilindia.in] only from **03.09.2015 to 29.09.2015**. The application along with the Tender Fee and e-mail ID must reach the office of Executive Director (C & P) within the working hours as on **29.09.2015**. The envelope containing the application for participation should clearly indicate “Request for participation in E-Tender” for easy identification and timely issue of authorization. Vendors having User ID / Password for e-tender portal can pay the tender fee through the payment gateway on the website only by using credit / debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and pay on-line subsequently. No physical tender documents will be provided. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and bidders will be allowed to participate in the tender through OIL’s e-Procurement portal. Details of tender can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL’s web site www.oil-india.com. The USER ID & Password are unique/non-transferable and only one set of the same will be issued against one vendor (one e-mail ID).

Note:

- a. PSU and SSI units will be provided tender document free of cost, however they have to apply to OIL’s above mentioned office to obtain User ID and Password before the last date of sale of tender document (User ID & Password).
- b. All corrigenda, addenda, amendments, time extension, clarifications etc. to the Tender will be hoisted on the web site only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit OIL’s website to keep them updated.

SECTION-II

PROFILE OF OIL INDIA LIMITED

SECTION-II

PROFILE OF OIL INDIA LIMITED

The story of Oil India Limited (OIL) traces and symbolizes the development and growth of the Indian petroleum industry. From the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company, OIL has come far, crossing many milestones.

On February 18, 1959, Oil India Private Limited was incorporated to expand and develop the newly discovered oil fields of Naharkatiya and Moran in the Indian North East. In 1961, it became a joint venture company between the Indian Government and Burmah Oil Company Limited, UK.

In 1981, OIL became a wholly-owned Government of India enterprise. Today, OIL is a premier Indian National Oil Company engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG. OIL also provides various E&P related services and holds 26% equity in Numaligarh Refinery Limited.

The Authorized share capital of the Company is Rs. 500 Crores. The Issued, Subscribed and Paid share capital of the company is Rs. 240.45 Crores. At present, The Government of India, the Promoter of the Company is holding 78.43% of the total Issued & Paid-up Capital of the Company. The balance 21.57% of the Equity capital is held by others.

OIL has over 1 lakh sq km of PEL/ML areas for its exploration and production activities, most of it in the Indian North East, which accounts for its entire crude oil production and majority of gas production. Rajasthan is the other producing area of OIL, contributing 10 per cent of its total gas production.

Additionally, OIL's exploration activities are spread over onshore areas of Ganga Valley and Mahanadi. OIL also has participating interest in NELP exploration blocks in Mahanadi Offshore, Mumbai Deepwater, Krishna Godavari Deepwater, etc. as well as various overseas projects in Libya, Gabon, Iran, Nigeria and Sudan.

In a recent CRISIL-India Today survey, OIL was adjudged as one of the five best major PSUs and one of three best energy sector PSUs in the country.

VISION

- Oil India is the fastest growing Energy Company with highest profitability
- The fastest growing energy company with a global presence providing value to the shareholder
- Oil India delights the customers with quality products and services at competitive prices.
- Oil India is a Learning Organization, nurturing initiatives, innovations and aspirations with best practices.
- Oil India is a team, committed to honesty, integrity, transparency and mutual trust creating employee pride.

- Oil India is fully committed to safety, health and environment.
- Oil India is a responsible corporate citizen deeply committed to socio-economic development in its areas of operations.
- Strategic Plan 2011-20 for diversification into Renewable & Alternate Energy domain.
- As part of its green energy initiative, Oil India Limited is pursuing to generate power from the renewable sources of energy available in the country.

COMMISSIONED PROJECTS

- A 13.6 MW Wind Energy Power Project (WEPP) at Ludurva, Jaisalmer, Rajasthan. This project which was commissioned on 31.03.2012
- A 54 MW Wind Energy Power Project at Dangri, Jaisalmer, Rajasthan. This project which was commissioned on 30.03.2013
- A 100 KWp Solar PV Power Plant (Grid interactive) at Joypur Oil Collecting Station & Joypur Gas Compressor Station Complex at it's Field Headquarters at Assam . This project was commissioned on 31.03.2012.
- A 30 KWp roof top Solar PV Power Plant (Grid connected) at it's Corporate Office, Noida. This project was commissioned on 16.07.2012.
- A 100 KWp Solar PV Power Plant (Grid connected) at Tanot Village complex, Tanot, Rajasthan within it's operational area in Rajasthan. This project was commissioned on 15.03.2013.
- A 5 MW Solar PV Power Plant (Grid Connected) at Ramgarh, Jaisalmer, Rajasthan on 23.01.2014. This project which was commissioned on 23.01.2014
- A 54 MW Wind Energy Power Project split between Madhya Pradesh
- (38 MW at Chandgarh) and Gujarat (16 MW at Patan)

It is worthy to mention note that the diversification initiatives taken by OIL into the Renewable Energy domain , has provided both tangible and intangible benefits to the Company , helping it to enhance it's brand image both as a producer of Green Energy and a Responsible Corporate .

SECTION–III

INSTRUCTIONS TO BIDDERS

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SECTION–III

INSTRUCTIONS TO BIDDERS (ITB)

3.1 GENERAL

Oil (India) Limited invites tender under Single Stage-Two Bid System. The bidders are required to submit both the “techno-commercial un-priced” and “priced” bids through electronic format. The bidder can either quote for 50 MW (+10%) at one site or may quote at two sites in state of Gujarat and/ or Madhya Pradesh with the condition that the capacity at one location should not be less than 25 MW (+10%). The rates quoted in the tender shall be fixed & firm. The Bidder can quote their prices in Price Schedules in the following manner:

If bidder is bidding for one site, they shall quote their prices in Option – I of BRS (Bid Response Sheet) P-I, P-II, P-III & P-IV.

In case bidder is bidding for two sites, they shall quote their prices for each site in Option-I as well as Option -II of BRS P-I, P-II, P-III & P-IV stating capacity of each site.

3.2 BREAKUP OF PURCHASE ORDERS

The Owner at the request of the bidder may place three separate Purchase Orders (POs)/ Contract Agreements for implementation of the project in the following manner:

- 3.2.1 Order / Contract Agreement for detailed engineering, manufacturing, in-house testing, supply and delivery of equipment at site(s).
- 3.2.2 Order / Contract Agreement for arranging required land for the project (either on outright purchase basis or long-term sub lease or lease transfer basis, as applicable), micro-siting, arranging all approvals, all civil & electrical construction works at site(s), laying internal & external evacuation system, erection & commissioning WEGs and interconnection with State grid of wind farm project complete in all respect.
- 3.2.3 The Operator shall be responsible for Comprehensive Operation and Maintenance of the wind power project for a period of twenty (20) years from the date of stabilization of the last WEG in the wind farm. Initially the Order shall be for 10 (ten) years period including first two years of free O&M at the accepted rates. This O&M Contract shall be renewable for further term of 10 (ten) years on the same terms and conditions but at the mutually decided rates during 10th year of operation based on the conditions prevailing at that time. However the revised rates should be in line with the rates in vogue at that time and to be finalized in the first half of 10th year. Further, the escalation from the 12th year onwards is capped and shall not be more than 5 % per annum

3.3 INFORMATION TO BIDDER

- 3.3.1 Bidders are required to furnish all information and documents as called for in this document in English language. Any printed literature furnished by the Bidder in another language shall have to be accompanied by an English translation, which shall govern in case of any variation.

- 3.3.2 Pre-bid meeting shall be held on 15th September 2015 **at 11.00 AM** at OIL INDIA LIMITED, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
- 3.3.3 The bidder is requested to submit any queries / clarifications by email/courier in the prescribed format so as to reach OIL INDIA LIMITED or the Consultants at least three (3) days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.
- 3.3.4 Addenda to the tender document, if any, shall be issued at least one week prior to the date fixed for receiving the Bids to revise any of the tender condition.
- 3.3.5 All addenda are to be considered an integral part of the tender document which will be web hosted and can be viewed in <http://www.oil-india.com>.
- 3.3.6 Bidder is required to take into account all addenda in his Bid received during the bid period and to confirm / attach the same in the Bid.
- 3.3.7 Bid should be filled in only with indelible ink or typed. Any bid filled in by pencil or otherwise shall not be considered.
- 3.3.8 All additions, alterations, and over-writings in the bid or accompanying documents must be clearly signed and stamped by the authorized signatory to the bid.
- 3.3.9 The bidder is intended to be selected through single stage two bid system which shall be; Part-I Un-priced bid (Techno-commercial bid including Pre-qualification documents and Part-II, the Priced bid fulfilling the qualifying criteria as mentioned below:

3.4 CONSORTIUM /JOINT VENTURE

- 3.4.1 Bids may be submitted by:
- a) Single person/ entity (called sole bidder);
 - b) Newly formed incorporated joint venture (JV) company.
 - c) Consortium (to be incorporated as JV) having a maximum of three members;
 - d) An Indian arm of a foreign company.
- 3.4.2 Fulfilment of Rejection criteria and certain additional conditions in respect of each of the above 4 types of bidders is stated below, respectively:
- a) The sole bidder shall fulfill each Rejection Criteria.
 - b) In case the bidder is a newly formed incorporated joint venture which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each rejection criteria or the lead constituent member/ promoter of such a JV shall fulfill each rejection criteria.

If the bid is received with the proposal that the lead constituent member / promoter fulfils each rejection criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the lead member / promoter to complete the entire work (supply, land, erection commissioning, O&M) in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to

ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of all obligations under the contract.

The lead member would be the technology supplier and manufacturer of the WEG.

A copy of the JV agreement is to be submitted along with the bid.

- c) In case the bidders are bidding as a consortium (to be incorporated as JV), then the following conditions shall apply:
- (i) Each member in a consortium should only be a legal entity and not an individual Person. Two or maximum three such members can form a consortium for the purpose of bidding only.
 - (ii) The Bid shall specifically identify and describe each member of the consortium;
 - (iii) The consortium member descriptions shall indicate what type of legal entity the Member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - (iv) **The lead member would be the technology supplier and manufacturer of the WEG.**
 - (v) This lead member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all members.
 - (vi) All the bid documents are to be signed by the lead member who should be duly authorized for this purpose by other consortium members. A copy of such authorization is to be submitted along with the bid.
 - (vii) The lead member shall fulfil each Rejection Criteria and shall submit the EMD as well as Security Deposit Cum Performance Bank Guarantee (SPBG).
 - (viii) A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the lead/lead member of the Consortium and a commitment not to withdraw from the consortium;
 - (ix) No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
 - (x) No change in project plans, timetables or pricing will be permitted as a Consequence of any withdrawal or failure to perform by a consortium member;
 - (xi) **No consortium member shall hold less than 25% stake in a consortium;**
 - (xii) Any person or entity can bid either singly or as a member of only one consortium.
 - (xiii) If the consortium wins the contract then the consortium has to be incorporated as a JV before award of the work. After incorporation as JV the lead member will be jointly and severally responsible for all contractual obligations of the contract.

The copy of the JV agreement is to be submitted to the owner before award of work.

- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign principal, then the foreign principal shall have to fulfil each rejection criteria. If such foreign principal desires that the contract be entered into with the Indian arm, then a proper back to back continuing guarantee shall be provided by the foreign principal, clearly stating that in case of failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign principal shall assume all obligations under the contract.

Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign principal to complete the entire work (supply, land, erection commissioning and O&M) in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm. The foreign principal would ensure completion of the contract in the event of any failure of Indian arm and also undertake not to withdraw from the contract till completion of the work.

3.5 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

A. General

- (i) The bidder must quote the prices through OIL's e-procurement portal in line with the formats provided in the document, failing which tender shall be rejection. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which may leave any room for doubt.
- (ii) Bids received in any form other than through the e-procurement portal as described in Para 3.7 of ITB and/or after bid closing date and time will be rejected.
- (iii) Please note that no price details should be uploaded in Technical RFX Response link in the e-procurement portal. Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under "Techno-Commercial Bid" under "General Data". Bid will be summarily rejected if the Technical RFX Response link contains prices / rates. Price-bid can be uploaded as Attachment in the attachment link under "Notes and Attachments".

- (iv) The USER ID and bid document are non-transferable. If bid is submitted by any entity other than the one to whom the User ID has been issued the same will be rejected.
- (v) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.
- (vi) Any bid containing false statement will be rejected.
- (vii) Conditional bids will be rejected.
- (viii) Bidder must accept and comply with the following clauses as given in the Tender Document in to-to failing which offer will be rejected –
 - Performance Guarantee Bond Clause
 - Warranty Clause
 - Force Majeure Clause
 - Insurance Clause
 - Arbitration Clause
 - Acceptance of Jurisdiction and Applicable Law
 - Liquidated damage cum penalty clause
 - Integrity Pact
- (ix) Any Bidder, who submits more than one Bid in respect of the Project, all the bids submitted by the bidder shall be rejected (individually or as a consortium).
- (x) If the Bid does not contain all the information as requested in this ITB or in the formats specified in the ITB, Owner may reject the Bid as non-responsive.
- (xi) Bid Security/Earnest Money Deposit (EMD) (hard copy in original) must be submitted at the office of Executive Director (C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA before Bid closing date and time. Otherwise the Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents. Bid Security must be valid as stipulated in the tender document i.e. 90 (Ninety) days from the bid closing date. Bid submitted with Bid Security with inadequate validity will be rejected.
- (xii) Any Bid received after the bid closing date mentioned in the relevant Clause shall be rejected.
- (xiii) To determine the substantial compliance of the Bid, owner reserves the right to ask the bidder for clarification of clauses covered by the BRC. Such clarifications to ensure compliance with the BRC clauses must be received on or before the deadline given by Owner or the bid will be rejected.
- (xiv) **Integrity Pact:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-XII of the tender document. The Integrity Pact has **to be uploaded by the bidder (along with the technical bid)** duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid, not accompanied by Integrity Pact duly signed by the bidder shall be rejected straightway. All pages of the Integrity Pact to be

signed by the bidder's authorized signatory who sign the bid.

- (xv) If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere then the clauses in the BRC shall prevail.

B. Technical

- (i) The bidder must be a manufacturer of wind energy equipment. The offered model of WEG shall be of 600 KW rating or above.
- (ii) The bidder must have successfully designed, engineered, manufactured, supplied, erected and commissioned, on turnkey basis, Wind Power Project of aggregate capacity not less than 15 MW comprising of wind electric generators (WEGs) of unit rating of 600 KW or above in any one year in the last 7 (seven) years as on Bid Closing Date.
- (iii) The offered rating of WEGs should have been installed by the bidder and must have been working satisfactorily since last 2 (two) years and offered Model (of same rating) should have been commissioned as on the date of submission of the bid. Global experience will also be acceptable.
- (iv) The quoted model of WEG must have Type Certification from an accredited test house such as RISO Denmark, DEWI- Germany, Germanischer LLOYD-Germany, NIWE or any other agency approved by Ministry of New and Renewable Energy (MNRE), Government of India. Such Type Certificate must be valid as on the Bid Closing Date. Copy of Type Certificate along with copy certified power curve shall be submitted with the bid. Certified power curve should be in graphics as well as tabular form.
- (v) The bidder must have its name & the offered model included in the latest list of "Manufacturers of Wind Electric Generators / Wind Turbine equipment" in Table 'A' published by National Institute of Wind Energy (NIWE), Ministry of Non-conventional Energy Sources and Government of India..
- (vi) The bidder must be presently in the business of operation & maintenance (O&M) of wind farms and must have the experience of successful operation and maintenance of at least one wind farm of 15 MW capacity or above in India, having WEGs of 600KW capacity or above, for a period of at least 1 (one) year during last 7(seven) years period as on the Bid Closing Date.
- (vii) The bidder must be in possession of suitable and adequate land, either government land on lease or private land, required for installation of the project. The land must have clear title and free from any encumbrances, encroachments or litigation. The bidder may have any of the following arrangements for having the land:
 - a) Bidder already having possession of land in his own name.
 - b) Allotment letter of revenue land in bidder's own name by the Government or by competent authority. If allotment letter is not available then recommendation for allotment of land from the nodal agency will be considered subject to submission of allotment letter within 60 (sixty) days of techno commercial bid opening.
 - c) An Agreement with a third party (an individual or company) who is/are either in possession of private land or have been allotted Government

land along with commitment to transfer such land to OIL INDIA without any consideration. The bidder shall furnish land details, Agreement with third party and commitment of the third party with his bid.

- d) Copy of sale deed in case of private land and a copy of allotment letter in case of Government land shall also be furnished with the bid.
- e) In case of Forest land the bidder must have at least Stage -1 clearance from the Ministry of Environment and Forests.
- f) Bidders should submit all land related documents in hard copy form. These should not be uploaded in soft copy mode in the e-procurement portal.

C. Financial

- (i) Average Annual financial turnover as per Audited Annual Reports for the last three accounting years, must be at least Rs. 113 (One hundred and thirteen) Crores. Bidders have to submit copies of Audited Balance Sheet and Profit & Loss Account as documentary evidence for above.
- (ii) Experience of having successfully completed “similar works” during last 7 years ending last day of month previous to the one of bid closing date should be either of the following:
 - a) Three similar completed works each costing not less than Rs.151 Crores.
 - b) Two similar completed works each costing not less than Rs. 188 Crores.
 - c) One similar completed works each costing not less than Rs. 300 Crores.

Here similar works mean wind power projects.
- (iii) Net worth of the bidder must be positive for previous audited year as per audited financial statement immediately preceding the current financial year.

Notes:

1. The bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc. along with the Bid to establish experience / track record and financial capabilities meeting Bid Rejection Criteria.
2. The bidder or its Proprietor/ Partner(s)/ Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of BRC on group entity terms). The litigation history shall include:
 - (i) Arbitration cases pending.
 - (ii) Disputed incomplete works.
 - (iii) Pending civil cases against the firm and/or its Proprietor / Partner(s) /

Director(s) involving moral turpitude in relation to business dealings.

- (iv) Pending criminal cases against the firm and / or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s).
3. The bidder should meet all the above requirements /criteria as on the bid due date. The bids of only those bidders, who meet the above requirements / criteria, will be considered for further evaluation.

3.6 FORMAT AND SIGNING OF BID:

The bid and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid should contain no interlineations, correcting 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(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

3.7 UPLOADING OF BID

- 3.7.1 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UN-PRICED” and “PRICED” bids through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in Appendix-I. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** along with **INTEGRITY PACT** are uploaded in **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link...** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section -III. A screen shot of OIL's e-Tender portal in this regard is shown in para 2.1 of the Forwarding Letter.

- 3.7.2 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section -III.

The bid and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before Bid Closing date and time of the tender.

Bids other than submitted through OIL’s e-tender portal shall not be accepted.

A. Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) amounting to Rs. 2.00 Crore (Rupees Two Crore) only in the form of Bank Draft or original non-revocable Bank Guarantee of equivalent amount in the Proforma given in Annexure-II issued by approved Bank listed at Annexure -VI in favour of Oil India Ltd valid for a period 90 days from the original Bid Closing Date. In case of any extension of the Bid Closing Date, the validity of the EMD should also be extended correspondingly to cover the period of extension and an extended EMD should be submitted within 7 days from the revised Bid Closing Date, failing which the offer will be liable for rejection. Such Bid Security/Earnest money shall be sent in hard copy in original to:-

Office of Executive Director (Contracts & Purchase),
OIL INDIA LIMITED
Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH

Earnest Money Deposit (EMD is required to be submitted before Bid closing date and time otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

B. EMD shall be non- interest bearing

C. Submission of Land Documents

- (i) Bidder may submit EMD Amount as specified in the Tender Document and Land Documents in hardcopy format in a sealed envelope super scribing the following details on the right hand top corner of the envelope:

OIL’s Enquiry No. _____
Bid closing date _____
Brief description of the job _____
Bidder’s Name _____

- (ii) Offers must be addressed to:

Executive Director (C & P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301

- (iii) The sealed envelope containing the offer must be delivered at the Office of Executive Director (C&P) at above address before Bid Closing Time and Date. Timely delivery of the bids is the responsibility of the Bidders.
- (iv) Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of Executive Director (C & P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.

3.7.3 Owner shall not be responsible for any delay in uploading of bids sent through for any reasons whatsoever.

3.7.4 Bidder or any authorized representative of the bidders may attend the Bid opening.

Company will open the Bids, including submission(s) made pursuant to para 3.8, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.

3.7.5 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids company will examine them to determine whether the same are complete, requisite bid securities have been furnished, documents have been properly signed and the bids are generally in order.

3.7.6 At bid opening, company will announce the Bidder's names, written notifications or withdrawal, if any, furnishing of requisite Bid Security, quoted prices and such other details as the company may consider appropriate.

3.7.7 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 3.7.5.

3.7.8 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.7.9 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

3.7.10 Owner may at its sole discretion, extend the bid submission due date / time.

- 3.7.11 Bid document should be checked before submission to ensure that all information / documents required for qualification are included.
- 3.7.12 Transfer of bid document issued to one prospective Bidder to any other party is not permissible.
- 3.7.13 Intending Bidders are required to carefully go through the instructions included in the bid document and furnish complete information, necessary documents and schedules.
- 3.7.14 The Bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.
- 3.7.15 It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment would be permitted for want of non-familiarity of work or work site(s).
- 3.7.16 All costs towards site(s) visit(s), conference(s), preparation and submission of bids shall be borne by the Bidders themselves.
- 3.7.17 At any time prior to opening of bids, Owner either on its own initiative or in response to clarifications requested by a prospective Bidder may modify the bid document by issuing an amendment by courier / fax / e-mail, etc, to all Bidders.
- 3.7.18 After opening of proposal and till final selection of successful Bidder(s), no correspondence of any type will be entertained, unless called for by Owner. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.
- 3.7.19 Bidders are advised to submit offers strictly based on the terms and conditions and specifications contained in the bid documents. This is a "Zero Deviation" bidding process. Bids with any deviation to the bid conditions shall be liable for rejection.
- 3.7.20 The Bidder must quote the prices in line with the formats provided in the document. Quoted rate / cost shall be entered in words as well as in figures. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which leave any room for doubt. In case of difference in figures and words, the amount written in words shall prevail and shall be considered for evaluation.
- 3.7.21 Successful Bidder / Bidders will be required to execute a Contract Agreement in the prescribed format. In the event of failure of Bidder to execute the contract agreement within specified period from the date of receipt of acceptance of the bid, the full earnest money deposited shall be forfeited.
- 3.7.22 Bid proposal preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 3.7.23 Purchase Preference or any other benefits available to any entities / sectors as per directives of Government of India from time to time, shall be considered.
- 3.7.24 Bidders shall declare that they are not under liquidation, any court receivership proceedings. Refer Bid response sheet 5.
- 3.7.25 Bidder to note that appropriate Grievance Redressing Mechanism is available for all such bidders participating in the tender.

3.7.26 Bidders are advised to submit offers in accordance with the terms & conditions and specifications contained in the tender document.

3.7.27 Bidders are required to give a declaration giving the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial/professional stakes and also give a certificate, if any such firm agency is participating in this tender.

3.8 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing date and time (as stated on the covering note of this bid document), if considered inevitable.

No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.

Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections / revisions / resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the Bid document. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid security.

3.9 IMMUNITY TO GOVERNMENT OF INDIA:

It is expressly understood and agreed to by and between the bidder and OIL INDIA that OIL INDIA is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that OIL INDIA is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that OIL INDIA is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim cause of action or thing what so ever arising of or under this Agreement.

3.10 BID EVALUATION METHODOLOGY

Evaluation of techno-commercial bids and priced bids shall be done separately.

1. Evaluation of Techno-commercial bids shall be carried out first. This will be done on the basis of Bid Rejection Criteria, documents furnished by the bidder and completeness & conformity of the bids with respect to the ITB requirements.

2. Price bids of only qualified and techno-commercially acceptable bidders shall be opened.
3. IRR will be calculated considering AEP of both the sites, with the feed in tariff rates of concerned state, as the case may be.
4. Financial evaluation of the bids shall be carried out by calculating overall Project IRR for the project life of 20 years with following considerations.
 - a. Total EPC contract price quoted by bidder as per Price Bid P-I.
 - b. Total O&M charges as per Price Bid P-II for 20 years including insurance costs quoted by the bidder. The O&M rates quoted by the bidders for 10 years shall be considered. For calculation of O&M cost for the period from 11th to 20th years the escalation of 5 % per annum should be considered on 10th year cost.
 - c. Other charges such as Land lease, Chief Electrical Inspector fees, Nodal Agency, DISCOM charges, TARNSCO charges, S &F charges etc. quoted by the bidder for 10years. For 11th to 20th year charges with same escalation will be considered.
 - d. Expenses to be incurred for registration for availing Accelerated Depreciation N.B: Accelerated Depreciation (AD) due to prevailing Government Incentive being available shall be considered at the time of evaluation of the bids
 - e. Total Annual Energy Production (AEP) for 20 years as arrived at by the Owner / Consultant after effecting corrections in the AEP furnished by the bidders.
 - f. Information / data furnished by the bidders in Bid Response Sheets.
 - g. 100% Equity will be considered
 - h. Any other point which may have financial bearing on overall return of the project can also be considered in the evaluation. N.B.
 - Book Depreciation: 4.32% SLM (as per Company Law)
 - Corporate Tax rate: 34.608% or as applicable
 - MAT: 21.342% or as applicable
 - Tax Holiday as per 80 IA or as applicable
 - Annual Insurance @ 0.10%
 - Salvage value at the end of 20th year@ 5% of CAPAEX
 - i. Feed in tariff of wind energy in the State of installation as on the date of opening of the price bid shall be considered.
5. Order shall be placed on the bidder whose IRR is found to be the highest for the whole project i.e. 50 MW (+10%). IRR will be calculated up to three decimal points by OIL INDIA/its consultant, whose decision in this regard will be final.
6. OIL reserves the right to cancel a site without describing any reason based on its own assessment and can accordingly modify the capacity of the project to be awarded.

3.11 RIGHTS OF OWNER

- 3.11.1 Bidders are informed that Owner is neither under any obligation to select any bidder nor to assign any reason for either qualifying or disqualifying any bidder. Owner is also not under any obligation to proceed with the project or any part thereof.

3.11.2 At any time prior to opening of price proposals, either on its own initiative or in response to clarifications requested by any prospective bidder, Owner may modify the document by issuing an amendment by courier/fax / e-mail, etc. to all bidders.

3.11.3 Owner reserves the right to reject any or all proposals without assigning any reason thereto.

3.12 BID FORM

Bidders are required to sign the Bid Form enclosed as per Annexure-I, **to uploaded along with Price-Bid only (not with Technical Bid)**, with the tender document, failing which their bid shall be liable for rejection.

3.13 VALIDITY

The bid shall be valid for 60 days from the bid closing date or extensions, if any, without any change in the quoted price and all terms & conditions.

3.14 CONFIDENTIALITY

Bidder shall treat NIT documents and contents therein as private and confidential. If at any time during bid preparation, bidder decides to decline the invitation to bid; all documents must be immediately returned.

Note:

- Bidder (Contractor) shall not, without OIL's prior written consent, make use of any document or information except for purposes of performing the contract.
- Any document supplied to the bidder(Contractor) in relation to the contract other than the Contract itself remain the property of OIL and shall be returned (in all copies) to OIL on completion of Contractor's performance under the Contract if so required by OIL.

3.15 JURISDICTION/ GOVERNING LAWS

3.15.1 Jurisdiction:

For all disputes arising out of this contract, the jurisdiction shall lie under the jurisdiction of direct courts in cities of Noida / New Delhi only.

3.15.2 Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

3.16 NO DISPUTE / CLAIMS

Although details presented in this NIT have been compiled with all reasonable care, it is Bidder's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between various documents/stipulations. No dispute or claims will be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

3.17 PROJECT LOCATION

3.17.1 The Bidder is required to quote for tendered capacity of the project. Bidder can offer wind energy project at a single site or maximum two sites. The sites can be **in the**

state of Gujarat and/or Madhya Pradesh. The minimum capacity that a Bidder can quote at one site is 25 MW. The remaining tendered capacity has to be quoted for the second site but total of offered capacities shall not exceed 50 MW (+10%)

- 3.17.2 A single site would be defined as the cluster of WTGs installed at the same location connected to a single pooling sub-station.

3.18 SITE CONDITIONS

- 3.18.1 Bidder shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies / labour and shall collect other relevant information that may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.
- 3.18.2 Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost thereof. The bidder shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 3.18.3 Bidder shall be deemed to have visited and carefully examined the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and access to the site for developing the wind power project.
- 3.18.4 Bidder is deemed to have acquainted himself of Government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.
- 3.18.5 Bidder shall obtain all the necessary clearances / permission / NOCs etc. for development of the site for wind power project.
- 3.18.6 Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.

3.19 LOCAL CONDITIONS

- 3.19.1 It will be imperative on the part of each bidder to acquaint himself with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this tender. In their own interest, the bidders are required to familiarize themselves with (but not limited to) the Indian Income Tax Act, Indian Companies Act, Indian Customs Act, Factories and Boiler Act, Contract Labour (regulation and abolition) Act, Arbitration Act, PF Act and other related Acts and Laws and Regulations of India with their latest amendments as applicable. The Owner shall not entertain any clarification from the Bidder(s) regarding such local condition
- 3.19.2 It shall be understood & agreed that above factors have been properly investigated and considered while submitting the offer. No claim for financial or any other adjustments to contract price or completion time on account of lack of clarity of such factors shall be entertained.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

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SECTION- IV GENERAL CONDITIONS OF CONTRACT

4.1 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 4.1.1 'Contract' means the terms and conditions contained in the document entitled Engineering, Procurement and Construction (EPC) contract of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/ or Madhya Pradesh years with its Comprehensive Operation & Maintenance for 20years." and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 4.1.2 'Contractor' means the individual or firm or body incorporated performing the work under this Contract.
- 4.1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 4.1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 4.1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 4.1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 4.1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 4.1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 4.1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 4.1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 4.1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 4.1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

4.2 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 4.2.1 The contract shall become effective as of the Date Company notifies Contractor in

writing that it has been awarded the contract i.e. with effect from the date of issue of Letter of Award (LOA) of the Contract. The date of issue of Letter of Award (LOA) will be the Effective Date of Contract.

4.3 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of this Contract shall have following obligations:

- 4.3.1 Perform the work as described in the Scope of Work of the tender document in most economic and cost effective way.
- 4.3.2 Except as otherwise provided in the Scope of Work and the Special Conditions of the Contract, provide all labour as required to perform the work.
- 4.3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 4.3.4 Provide and make regular payments to all labour & sub-vendors as required to perform the work.
- 4.3.5 Contractor shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 4.3.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary

4.4 GENERAL OBLIGATIONS OF COMPANY:

- 4.4.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 4.4.2 Allow Contractor and its employee's access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

4.5 GUARANTEE, WARRANTY AND REMEDY OF DEFECTS:

- 4.5.1 Contractor must warrant that they shall perform the work in a first class, workman-like, and professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology and in conformity with all specifications, standards and drawings set forth or referred to in the Technical-Scope of Work and with instructions and guidance which the Company may, from time to time, furnish to the Contractor.
- 4.5.2 Should the Company discover at any time during the tenure of the Contract or within the Performance Liability Period of the Contract that the work carried out by the contractor does not conform to and perform as per terms and conditions of the Contract, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to

Contractor, which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

- 4.5.3 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contracts.
- 4.5.4 The Contractor guarantees that the Goods or Materials supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship.
- 4.5.5 No deviation from such specifications or alterations or of these conditions shall be made without agreement with the COMPANY in writing, which must be obtained before any work against the order is commenced. All materials supplied by the CONTRACTOR pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Company) are guaranteed to be of the best quality of their respective kinds, (unless otherwise specifically authorized in writing by Company) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects operating conditions, if any, specified in the Contract.
- 4.5.6 This Guarantee shall remain valid for a period of 24 (twenty four) months from the date of putting the plant into operation i.e. DATE OF COMPLETION OF THE PROJECT. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of guarantee period, the CONTRACTOR is notified thereof, CONTRACTOR shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the material to functions in accordance with the specifications and to fulfill the foregoing guarantees.
- 4.5.7 The Company may, at its option, remove such defective materials, at CONTRACTOR'S expense in which event CONTRACTOR shall, without cost to Company and as promptly as possible, furnish and install proper materials. Repaired or replacement materials shall be similarly guaranteed by the CONTRACTOR for a period of no less than 24 (twenty four) months from the date of replacement/ repair.
- 4.5.8 In the event that the materials supplied do not meet the specifications and/ or not in accordance with the drawings data sheets or the terms of Contract and rectification is required in site(s), COMPANY shall notify the CONTRACTOR giving full details of differences. The CONTRACTOR shall attend the site within 3 (three) days of receipt of such notice to meet and agree with representatives of COMPANY, the action required to correct the deficiency. Should the CONTRACTOR fail to attend meeting at site within the time specified above, COMPANY shall immediately rectify the work/ materials and CONTRACTOR shall reimburse COMPANY all cost and expenses incurred in connection with such trouble or defect. In case the Contractor fails to perform remedial work, the Performance Bank Guarantee shall be invoked.

4.6 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 4.6.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the

contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- 4.6.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 4.6.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 4.6.4 The above obligations of the Contractor shall be in force even after termination of the Contract.

4.7 TAXES, DUTIES & LEVIES:

- 4.7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account. Such taxes will be deducted at source by the Company from the Contractor's invoice.
- 4.7.2 Contractor shall be responsible for and pay the personal taxes, if any, for all their personnel deployed.
- 4.7.3 The Contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 4.7.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the contractor.
- 4.7.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 4.7.6 Corporate income tax will be deducted at source by the Company from the Contractor's invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 4.7.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 4.7.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 4.7.9 The Contractor agrees to and does hereby accept full and exclusive liability at his own cost for the payment of any and all taxes, duties licence fee and other such levies etc. as are payable to government, local or statutory authority as are now in force and as are payable by Contractor, his agents, Sub-Contractor's and their employees etc. for performance of work under this Contract. The Contractor shall be

deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the Contract shall not be varied in any way on this account.

- 4.7.10 Service Tax as applicable shall be on Company's account. The above clause (i.e. Clause No. 4.7) with all its sub-clauses shall be referred to as Tax Liabilities Clause of this tender document.

4.8 INSURANCE:

- 4.8.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 4.8.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- i) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - ii) Employer's Liability Insurance as required by law in the country of origin of employee.
 - iii) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - iv) Contractor's equipment provided by the Contractor for performance of the work shall have an insurance cover with a suitable limit (as per international standards).
 - v) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
 - vi) Public Liability Insurance as required under Public Liability Insurance Act 1991.
 - vii) The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, if any, in which case additional cost shall be to Contractor's account.
- 4.8.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 4.8.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 4.8.5 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 4.8.6 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 4.8.7 i) All goods/equipment to be supplied under this contract shall be under Contractor's

custody until such goods/equipment are installed and commissioned on turnkey basis. The Contractor shall at his own expense, secure and maintain insurance covering the full value of all such goods/ equipment for the period up to commissioning of the Plant.

ii) Such insurance shall cover any loss or damage of supplied goods/equipment during transit from Contractor's source of despatch to project sites, storage at various sites, erection, installation and commissioning of such goods/equipment till such time the entire Plant is commissioned. The beneficiary of all such insurance policies shall be OIL. Unless insurance document in this regard are furnished to the Company no payment will be made for such supplies.

4.8.8 All cost on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Contract Price. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such settlement, for reduction in Contract Price to the extent of reduced premium amounts.

4.8.9 If any of the above policies expire or are cancelled during the term of the Contract and the Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.

4.8.10 The above clause (i.e. Clause No. 4.8) with all its sub-clauses shall be referred to as Insurance Clause of this tender document.

4.9 CHANGES:

4.9.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

4.9.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 4.21 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

4.10 FORCE MAJEURE:

4.10.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation under the Contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term "Force Majeure" as employed herein shall mean act of God, strikes, lockouts or other industrial

disturbances, acts of public enemy, wars whether declared or not, blockade, insurrections, riots, epidemic, landslides, lightning, earthquake, fire storms, floods, washouts, arrests and restraints of Government, civil disturbances, explosion, breakage or accident to machinery etc. and any other cause, whether of the kind herein enumerated or otherwise which are not within the control of the party claiming suspension, and which by exercise of due diligence such party is unable to prevent or overcome and which renders the performance of the Contract by the said party impossible.

4.10.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

4.10.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the Contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. The above clause (i.e. Clause No. 4.10) with all its sub-clauses shall be referred to as Force Majeure Clause of this tender document.

4.11 LIABILITY:

4.11.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, assignees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

4.11.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

4.11.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

4.11.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its

underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

- 4.11.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 4.11.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 4.11.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 4.11.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

4.12 INDEMNITY AGREEMENT:

- 4.12.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favor of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 4.12.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or

damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

4.13 INDEMNITY APPLICATION:

4.13.1 The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

4.14 CONSEQUENTIAL DAMAGE:

4.14.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

4.15 WAIVERS AND AMENDMENTS:

4.15.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall deemed to be 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.

4.16 PAYMENT & INVOICING PROCEDURE :

4.16.1 The Company shall pay to the Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of price schedule and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

4.16.2 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.

4.16.3 Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.

4.16.4 The Contractor will submit six sets of all invoices duly certified by Engineer-In-Charge along with duly filled up activity completion sheet to the Company for processing of payment.

4.16.5 Invoices shall be raised by the Contractor as per the Payment Schedule prescribed in this bid document.

4.16.6 The Company shall within 20 (Twenty) days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 (Thirty) days from the date of receipt of the invoices at Company's office at NOIDA. This will not prejudice

the Company's right to question the validity of the payment at a later date as envisaged in Sub-Clause 4.16.3 above. No interest shall be payable by the Company on any delayed /disputed amount.

- 4.16.7 The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed to be a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 4.16.8 The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query /objection.
- 4.16.9 Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

4.17 WITH-HOLDING:

- 4.17.1 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -
- i. For non-completion of jobs assigned as per Technical Scope of Work.
 - ii. Contractor's indebtedness arising out of execution of this Contract.
 - iii. Defective work not remedied by Contractor.
 - iv. Claims by Sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - v. Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
 - vi. Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - vii. Damage to another Contractor of Company.
 - viii. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - ix. Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following: -

- i) Order issued by a Court of Law in India.
- ii) Income tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

4.18 APPLICABLE LAW / JURISDICTION:

4.18.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Delhi/New Delhi.

4.18.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) Electricity Act, 2003
- b) Explosives Act, 1884 & Indian Explosives Rules, 2008
- c) The Minimum Wages Act, 1948.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under,
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Central Sales Tax Act
- l) VAT Act of the state.
- m) Service Tax Act.
- n) Customs & Excise Act & Rules framed there under
- o) State Entry Tax Act, if any
- p) Any other central and / or state Act applicable.

4.18.3 The Contractor shall not make Company liable to reimburse the Contractor to the

statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

- 4.18.4 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

4.19 TERMINATION:

4.19.1 TERMINATION ON COMMISSIONING OF THE PLANT & EXPIRY OF THE DURATION OF OPERATION & MAINTENANCE (O&M):

The Contract shall be deemed to have been completed on successful commissioning of the plant and completion of its O&M for 10 years thereafter.

4.19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 4.10 above.

4.19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

4.19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

4.19.5 TERMINATION FOR DEFAULT:

The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- A. If the Contractor fails to deliver any or all of the GOODS within the period(s) specified in the Contract; or
- B. If the Contractor fails to perform any of their obligations(s) under the Contract, and
- C. If the Contractor, in either of the above circumstances does not rectify his failure within a period of 30 (Thirty) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

4.19.6 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or

assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract. The above clause (i.e. Clause No. 4.19) with all its sub-clauses as well as the ensuing Clause No. 4.20 shall be referred to as Termination Clause of this tender document.

4.20 CONSEQUENCES OF TERMINATION:

- 4.20.1 In all cases of termination herein set forth, the obligation of the Company to pay for Services rendered / goods supplied as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- 4.20.2 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 4.20.3 In the event the COMPANY terminates the Contract in whole or in part, pursuant to sub-clause 4.19.5, the COMPANY may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the COMPANY for any excess costs for such similar Goods. However, the CONTRACTOR shall continue performance of the contract to the extent not terminated.
- 4.20.4 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (Fifteen) days written notice to the Contractor due to any other reason not covered under the above Sub-Clause from 4.19.1 to 4.19.5 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for Work done as per this Contract up to the date of termination.
- 4.20.5 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated.

4.21 SETTLEMENT OF DISPUTES AND ARBITRATION:

- 4.21.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

4.22 NOTICES:

- 4.22.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing by e mail or telex or Fax and confirmed in writing to the applicable address specified below:

COMPANY

OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA - 201 301 UTTAR PRADESH

CONTRACTOR

- 4.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.23 SUBCONTRACTING:

- 4.23.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

4.24 MISCELLANEOUS PROVISIONS:

- 4.24.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 4.24.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 4.24.3 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site(s) where the services are performed, be deem to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint the Company of such discovery any carry out, at the expense of the Company, the Company's orders as to the disposal of the same.
- 4.24.4 During the tenure of the Contract, Contractor shall keep the site(s) where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site(s) any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site(s) any surplus materials; rubbish or temporary works of every kind and leave the whole of the site(s) clean and in workmanlike condition to the satisfaction of the Company.
- 4.24.5 Key personnel should not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

4.25 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SPBG):

- 4.25.1 Within 15 days of the receipt of notification of award from the Company, the Contractor shall furnish performance bank guarantee to Company towards Performance Security for an amount equal to 7.5% (seven & a half Percent) of the total estimated Contract Price. The SPBG shall be submitted in the prescribed format.
- 4.25.2 The proceed of the Performance Bank Guarantee shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract without prejudice to any of the rights or remedies the Company may be entitled to as per terms & conditions of the Contract. The proceeds

of the Performance Bank Guarantee shall also govern the successful performance of goods & services during the entire period of Warrantee/Guarantee.

- 4.25.3 The performance security specified above must be valid for two years and one month after satisfactory erection & commissioning to cover the warranty obligations indicated in Clause 4.5 hereof. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The Company will discharge the same not later than 30 days after the expiry of 'Period of Liability'.
- 4.25.4 SPBG against the O&M Contract shall be submitted by the Contractor one month prior to completion of free O&M period, for an amount equivalent to 7.5% (Seven & a half percent) of annual O&M charges for the year. Every year a fresh bank guarantee shall be submitted by the Contractor, having validity of 13 months, one month prior to expiry of earlier Bank Guarantee or the existing bank guarantee can be extended suitably every year till O&M contract remains with the Bidder. Such Bank Guarantee shall be furnished in the Proforma as per Annexure–III/IV.
- 4.25.5 The Performance Bank Guarantee shall be enforceable at Delhi/NOIDA.
- 4.25.6 The SPBG shall not accrue any interest.

4.26 INVOCATION OF PERFORMANCE BANK GUARANTEE:

- 4.26.1 In the event of the Contractor failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Contractor to the Company, The Company shall have an unconditional option under the guarantee to invoke their performance bank guarantee and clear the amount from Bank.

4.27 LIQUIDATED DAMAGES / COMPENSATION:

- 4.27.1 In the event of the Contractor's default in timely completion of The work under the provisions of this Contract, the Contractor shall be liable to pay liquidated damaged at the rate of 0.5% (half Percent) of un commissioned portion of work for each week (7 days) or a part thereof of delay till the works are completed, subject to a maximum of 7.5%(seven & a half Percent) of the total Contract Price (value of supply, Erection and commissioning excluding O&M Price).

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.

- 4.27.2 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.
- 4.27.3 The above clause (i.e. Clause No. 4.27) with all its sub-clauses shall be referred to as Liquidated Damage / Compensation Clause of this tender document.

4.28 SUBSEQUENTLY ENACTED LAWS:

- 4.28.1 Subsequent to the date of submission of offer by the Contractor, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this

contract, the Company / the Contractor shall reimburse/pay the Contractor/ the Company for such additional / reduced cost actually incurred.

4.29 ASSOCIATION OF COMPANY'S PERSONNEL:

- 4.29.1 The Company may depute one or more than one representative (s) / Engineer (s) to act on its behalf for overall co-ordination and operational management at location. The Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. Company's representative shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. Company's representative shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.
- 4.29.2 The Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in the Company's opinion, the Contractor is complying with the provisions of the Contract.

4.30 LABOUR:

- 4.30.1 Before starting the work the Contractor shall obtain a license from competent authority under the Contract Labour Act 1970 and furnish a copy of it to the Company. The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The facilities to be given to the laborers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

4.31 SAFETY

- 4.31.1 Upon arrival of Plant and Equipment/Material at the Site(s), the Contractor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is handed over.
- 4.31.2 Adequate firefighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at site(s) and kept ready for immediate use. Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times
- 4.31.3 For storage of materials and equipment for the construction and erection work, storage must be subdivided into storage units and the distance between such storage units shall be as acceptable to the insurance company which issued the policy. All inflammable materials and especially all inflammable liquids and gases must be stored at a sufficient large distance from the property under construction or erection and from any hot work.
- 4.31.4 Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire fighting is present.
- 4.31.5 At the beginning of work, all fire-fighting facilities must be checked thoroughly.
- 4.31.6 Explosives shall not be used at the site(s) by the Contractor without the permission in writing of OIL and only in the manner and to the extent to which he has prescribed. Where explosives are used by the Contractor, the same shall be transported to the site(s) in explosive proof van and stored in a special magazine to be provided by and at the cost of the Contractor, who shall be liable for all damages loss or injury to any

person or property and shall be responsible for complying with all statutory obligations in these respects. The contractor shall employ only licensed blasters.

4.31.7 The contractor shall for the duration of the contract, maintain in good order and condition all such protective apparel and equipment (such as safety helmets, safety belts, gloves etc.) for all their workmen and staff engaged for contract work as may be required to be used by Law and by the OIL. The contractor shall ensure that such protective apparel/ equipment are worn and used by their workmen and staff without fail. In case OIL notices any non-compliance thereto, OIL will not only be entitled to make alternative arrangements for the same but recover cost and damages plus OIL's own charges @ 20% or as deemed fit by the company, on his account.

4.31.8 The contractor shall follow the safety instructions as mentioned in Annexure-XII.

4.32 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

4.32.1 The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and are consistent with, operational practices of hydrocarbon industries. Any permanent damage /loss to the Company's pipeline, assets and plants due to actions undertaken by the Contractor in order to provide the services envisaged under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.

4.32.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

4.33 PERFORMANCE OF WORK:

4.33.1 The Contractor shall submit daily reports to EIC detailing progress of different operations as per the scope of the work. The Company, at its option may change the periodicity of such reports. In addition, they shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (Fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's representative; (to ensure completion of the operations within schedule) the Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to the Company's notice is received in seven days, the Company shall be free to take necessary actions as deem to be fit.

4.34 PERMITS & CERTIFICATES:

4.34.1 The Contractor shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other

rules in effect at the place where any of the works is to be performed, and Contractor further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. COMPANY will provide necessary permits for Contractor's personnel to undertake any work in India in connection with Contract.

4.35 POLLUTION AND CONTAMINATION:

- 4.35.1 Contractor shall be responsible for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operation unless such pollution or contamination is for reasons beyond the control of the Contractor.

4.36 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

4.37 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

4.38 APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:

In case of any contradiction in clauses, the Special Conditions of Contracts in Sections-V & VI shall prevail and override the Clauses in this Section (Section-IV).

SECTION–V
SPECIAL CONDITIONS OF CONTRACT
FOR
SUPPLY, ERECTION & COMMISSIONING

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SECTION-V

SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY, ERECTION & COMMISSIONING

5.1 DEFINITIONS & INTERPITATION

Acts/Codes shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any:-

1. Electricity Act, 2003 with amendments thereto, if any.
2. A.I.E.E Test Codes
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant standards of the Bureau of Indian Standards(IS Codes)
5. Arbitration and Conciliation Act, 1996, and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved standards and/or Rules and Regulations touching the subject matter of the Contract.

Applicable Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as on bid closing Date and Time..

ABT Meter means meter for measurement power and energy as per **IEGC**

Bid and Bid Document shall mean the proposal submitted by the Bidder in response to this ITB in accordance with the terms and conditions hereof.

Bidder shall mean the Bidding Entity or the Bidding Consortium which has submitted a proposal, in response to this ITB to Owner.

Bidding Entity shall mean a single entity, whether a firm or a Company.

BIS shall mean Bureau of Indian Standards.

Bidding Consortium shall mean a consortium of entities, being firms, companies or Governmental entities which have submitted a proposal in response to this ITB.

Time Schedule shall mean the period by which the work shall be completed as agreed herein between the Owner and the Contractor as per clause no.5.10

Company shall mean a body incorporated in India under the Companies Act, 1956

Completion Certificate shall mean as defined in 5.24 of this Section.

Commissioning of Project shall mean the commissioning of entire Wind Power Project of capacity 50 MW (+10%), its interfacing with State Grid and commencement of export of electrical energy to the grid.

Date of Commissioning of wind energy generator shall mean the date of commissioning mentioned in the certificate issued by State Nodal Agency / State Power Utility, as the case may be, on successful commissioning of WEG.

Contractor means the person or the persons, firm or Company or corporation whose tender has been accepted by the Employer and includes the Contractor's legal Representatives, his successors and permitted assigns.

C-WET means the Center for Wind Energy Technology, Chennai now renamed as National Institute of Wind Energy Chennai

CT means current transformer meant for measurement of current

C&R Panel means relay & control panel

CEIG means Chief Electrical Inspector of State Government

CRM means customer relations manager

Common Facilities As defined at clause number 5.34

DISCOM means 'Concerned Distribution Utility of the State'.

Date of completion means the date of issue of completion certificate as per clause - 5.25.2

Effective Date/Zero Date shall mean the date of issue of Fax/ Letter of Intent

Engineering, Procurement and Construction Contractor (EPC) shall mean the firm/company or party on whom the Letter of Intent/Work Order for faithful execution of the work mentioned herein is placed and shall include his/her/their heirs, legal representatives and successors and permitted assigns.

Final Acceptance shall means completion of project activities in all respect including 96 Hrs test run & Power curve performance test or any other test required as per contract

Facility means land, wind turbine, generator, step up sub-station, power evacuation system.

Inter –connection Point shall mean a point at EHV substation of transmission licensee or HV substation of distribution licensee, as case may be, where the electricity produced from the RE generating station is injected into state Grid.

KW/MW means Kilo Watt/Mega Watt

KWh means Kilowatt Hours

LCS means local control system.

Micro-siting means identification of points on the offered land contours based upon wind resource assessment, where individual WEG is to be located in the wind farm. These locations (points) for the WEGs shall be optimized to have maximum possible electricity generation.

Metering Point means the point at which the State Power Utility / Electricity Board measures the quantity of energy supplied to its grid.

Machine Availability means the period for which the WEG is in the state of power generation and remains available in healthy condition irrespective of wind condition. Formula of Machine Availability is defined at Clause 6.6.

MBD means Machine Break Down for insurance purpose.

MNRE means 'Ministry of New & Renewable Energy Sources, Government of India'.

Nacelle Assembly means set of generating equipment consisting of Gear Box and generator.

NIWE means National Institute of Wind Energy (Erstwhile known as Center for Wind Energy Technology) Chennai.

NODAL AGENCY means 'Renewable Energy Corporation/Agency of the State'.

O&M shall mean Operation & Maintenance of wind power project which inter alia, includes provisions of manpower, spares, special tools, cranes or such materials/equipment that may be required for maintaining the WEGs in operation.

Operator shall mean the person or the persons, firm or Company or corporation whose tender has been accepted for operation & maintenance by the Owner and includes the Contractor's legal Representatives, his successors and permitted assigns.

Project shall mean the Development, Design, Engineering, Supply, Procurement and Construction, Commissioning, Operation and Maintenance of the proposed 50(+10%) MW wind energy generation facilities complete in all respects and all activities incidental thereto.

Project Life means the operational life of WEGs and all associated equipment and the same shall not be less than 20 years.

PT means potential transformer meant for measurement of voltage.

PPA/EPA shall mean Power Purchase Agreement/Energy Purchase Agreement

Prudent Utility Practice means accepted international/Indian practice(s), standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant

Power Curve is a curve drawn with wind velocity in meter per second as axis and the corresponding energy generated by WEG as ordinate at standard density of air. (1.225kg/m³)

Reactive Power shall mean the Reactive Power drawn from the grid and charged by the power utility from the Owner and measured in KVARh.

SEB shall mean State Electricity Board.

Stabilization Period means time required for fine tuning of the WEG and is considered as 60 Days from the date of commissioning as per clause no.5.11

TRANSCO means 'State Transmission Company or Corporation'

VAR means reactive power.

VCB means Vacuum Circuit Breaker

WAsP means Wind Atlas Analysis and Application Program.

WEG shall mean Wind Electric Generator.

WEG LAND refers to such plot of land on which each of the WEG, its Associated Equipment, the Unit Transformer and the Unit Switchyard shall be located. The land parcel for each WEG & associated equipment shall be leased / subleased / transferred by bidder or its associate companies in favour of OIL India Limited.

CAPEX Total capital cost of project excluding annual Operation & Maintenance charges

OPEX Total Operation & maintenance cost of project for 10 Years

5.2 GENERAL

5.2.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of work, Technical specifications, drawings and any other document forming part of this contract, wherever the context so requires.

5.2.2 Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract (GCC), then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such inconsistencies or variations in the SCC as are not possible of being reconciled with the provisions of GCC.

The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, those additional requirements shall be satisfied.

In case of any contradiction in any of the terms & conditions to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence.

- i) Contract Agreement
- ii) Work Order
- iii) Letter/ Fax of Intent
- iv) Statement of Agreed Variations
- v) Instructions to Bidder
- vi) Special Conditions of Contract
- vii) Scope of Work
- viii) Technical Specifications.
- ix) General Conditions of Contract.
- x) Any other document

5.2.3 Environmental Laws

All applicable codes, laws, rules and regulations relating to actual or potential effect of the activities on and at the project contemplated by executing this project on the environment, the disposal of material, the discharge of chemicals, gases or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on the project.

5.3 POWER PLANT

The complete, fully functional and operational 50 MW (+10%) wind power generating station including related facilities, substation and controls necessary to enable the plant to deliver electric power to 33 kV or at higher voltage outgoing feeders up to inter connection.

5.4 DOCUMENT

In this document unless otherwise stated:

- i) The headings and paragraph numbering are for convenience only and shall be ignored in construing the agreement;
- ii) The singular includes the plural and vice versa;
- iii) References to natural persons include body corporate and partnerships;
- iv) References to any enactment, ordinance or regulation include any amendment thereto or any replacement in whole or in part;
- v) References to Articles, Clauses and Schedules, unless the context otherwise requires, refers to Articles of, Clauses of and Schedules to this document.

5.5 SCOPE OF WORK

The scope of work covered in this tender shall be as specified under Section-VII A, VII B & VII C of "Scope of Work", Technical Specification as per Section VIII and as mentioned elsewhere in this tender document. It is, however, understood and confirmed by the Contractor that the scope as described in the bid document is not limiting in so far as the responsibilities of the Contractor shall include inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all Performance and guarantee requirements stated or implied from the contents of the tender document. The Contractor shall make all required liaising with the all agencies along with concerned power utilities for interconnection of the wind farm with the State Grid, so as to commence exporting the power generated from wind farm soon after its commissioning. The Contractor shall get tested all required equipment (like CTs, PTs, ABT meter, etc) from the power utility (if applicable) well before commissioning of the wind farm so as to avoid any delay in commissioning of WEGs and export of power.

It will be responsibility of the bidder to arrange for the capacity allocation / developers permission as applicable in the State by the Renewable Nodal Agency of the State for the development of wind farm at the offer site

The site(s) should have clear legal title and should be free from any encumbrance.

5.6 PLACEMENT OF ORDERS FOR AWARD OF CONTRACT

5.6.1 The OWNER at the request of the bidder request place three separate orders, on the bidder for implementation of the project as mentioned below:

1. Order for detailed engineering, manufacturing, in-house testing, supply and delivery of equipment at site(s).
2. Order for arranging required land for the project (either on outright purchase basis or long term lease or lease transfer basis, as applicable), Micrositing, all approvals, all civil & electrical construction works at site(s), erection, commissioning and interconnection with State grid of wind farm project complete in all respect.
3. Order for comprehensive Operation & Maintenance (O&M) of the wind energy project for a period of 20 years from the date of stabilization. Initially the Order shall be for first 10 (ten) years including first two years of free O&M period on the accepted rates. For the 11th to 20th year this O&M Contract shall be renewable for further term of 10 (ten) years on the same terms and conditions but at mutually agreed rates during 10th year of operation based on the conditions prevailing at that time. However the revised rates should be in line with the rates in vogue at that time and to be finalized in the first half of 10th year. Further the escalation from the 12th year onwards is capped and shall not be more than 5 % per annum.

5.6.2 A breach in the performance of any of the orders as indicated above, shall be considered as a breach in performance of the other order, which shall confer a right on the Owner to terminate the other order also at the risk and cost of the Contractor/operator without any prejudice to any other rights the Owner may have as per terms & conditions of respective order.

5.6.3 Total responsibility in regard to design, engineering, manufacturing, delivery at site(s), timely execution, including completion, guarantee liabilities and all other contractual obligations will remain with Bidder irrespective of the modality of ordering and the bidder shall coordinate all activities for smooth and timely completion of the project. In such a manner, as if there has been no split in the scope of work.

5.7 RESPONSIBILITIES OF THE CONTRACTOR

5.7.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site(s) after completion of work and liaisoning for interconnection of wind farm with the State Grid with concerned departments etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

5.7.2 Contractor may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Contractor to arrange for necessary permits or shuts downs and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.

5.7.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and

efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility are provided by Owner, the same shall be on chargeable basis.

- 5.7.4 Procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 5.7.5 In case any material is issued by the Owner, then it will be properly used and maintained. Subsequent to completion of its use, it will be returned to Owner in good condition. In case of damage or misuse of such stores, Owner will recover the cost from the Contractor from the payments due to the Contractor.

5.8 FORCE MAJEURE

Clause No. 4.10 will be applicable. In addition to the provisions of clause 4.10 any hindrance any hindrance in work on account of Right of Way (ROW) / Right of Use (ROU) will not be considered as force majeure event during construction as well as O & M period. Bidder before claiming force majeure needs to provide data to substantiate his claim otherwise calculation of Machine availability will be carried as if there is no force majeure

5.9 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SPBG)

- 5.9.1 The Contractor shall furnish, within fifteen days of Award of Contract / Letter of Intent, a Security Deposit cum-Performance Bank Guarantee equivalent to 7.5% of accepted value of contracts for (i) "Order for detailed engineering, manufacturing, in-house testing, supply and delivery of equipment at site"; and (ii) Order for arranging required land for the project (either on outright purchase basis or long term lease basis, as applicable), micro-siting, all approvals, all civil & construction works at site, erection, commissioning and inter connection with State grid of wind farm project in all respect as per format enclosed at Annexure-III/IV for both the above orders. The validity period of BG should for a total period of 25 months from the date of commissioning of the project Stabilization period of 2 (two) months from the date of commissioning of last WEG and 22 (twenty two) months warranty period plus additional 01 (one) month claim period.
- 5.9.2 In case the power curve performance test is not successfully completed within the stipulated time period as given at clause 5.32, the Bank guarantee shall be extended for a suitable period so as to keep the validity for a period of 90 days from the expected completion of Power Curve Performance Testing successfully.
- 5.9.3 The SPBGs both for Supply and Installation shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfill the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the SPBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.
- 5.9.4 The Owner is empowered to recover from the SPBG through invocation of B.G for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non-Performance and/or partial Performance of any of the conditions of the contract and/or non-Performance of guarantee obligations.
- 5.9.5 No interest is payable on SPBG amount.

5.9.6 In the event of full SPBGs being encashed, the Owner at its discretion and without prejudice to its any other rights, can terminate the contract.

5.10 TIME SCHEDULE

5.10.1 The time and the date of completion of the Contract as specified in the contract by the Owner without or with` modifications, if any, and so incorporated in the Letter of Acceptance, shall be considered to be the heart of the Contract.

5.10.2 The bidder shall submit a detailed bar chart within the time frame agreed covering all activities with various key phases of supply and service obligations under the contract such as supply schedule and field erection activities within fifteen (15) days of the date of Letter of Acceptance.

5.10.3 The time period mentioned below shall be reckoned from the date of issue of Letter of Acceptance.

5.10.4 Commissioning schedule for the wind farm shall be as follows :

a. 25 MW (Minimum) by 10th March 2016

b. Complete 50MW+10% by nine months from date of issue of LOA

The date of commissioning shall be the date as mentioned in the certificates of commissioning issued by the respective State Nodal Agency or the State utility for all WEGs and & the project remains in continuous operation thereafter

5.10.5 Transfer of Land

- i) Transfer of private land in the name of OIL shall be got done within 60 days of LOA.
- ii) Sub-lease of Government land in favour of OIL shall be got done as per policy of the State,
- iii) Process of lease transfer of forest land in favour of OIL shall be commenced soon after finalization of WEG locations after award of Contract.

5.11 STABILIZATION OF WEGs

Soon after commissioning of WEGs in the wind farm the Contractor shall start undertaking stabilization activities for the turbines and related BOP. All stabilization activities shall be completed within stipulated period of two months from date of commissioning of last WEG of the project.

Post commissioning checks on turbines viz. fine tuning of pitching & yawing mechanism, checks for oil leakages, braking system, voltage converters, providing of auto start facility on each WEG irrespective of Grid failure period, any other checks as prescribed in Contractor's Protocol, checking of all electrical installations & rectification of defects observed, if any, attending to all punch points, torqueing, checks of all bolts& lubrication of bearings after first 500 operational hours of WEGs.

Further Stabilization of all WEG's in the wind farm shall be considered to have been achieved on successful accomplishment of the following activities:

5.11.1 Machine availability during stabilization period should not be less than 70%. Minimum monthly machine availability after stabilization should be 90% for each WEG for the

next one month.

5.11.2 Project has been completed in all respect including power evacuation facility till utility grid

5.11.3 SCADA has been commissioned and fully operational including connectivity at Owner's premises. There should not be any discontinuity for a minimum period of 15 days from the date of connectivity at owner's premises & it remains operational thereafter. In case of any interruption during test period of 15 Days test period will start afresh.

5.11.4 WEG's are free from occurrence of repetitive fault of the same nature.

5.11.5 In case stabilization work of all the WEGs and BOP is delayed beyond stipulated period of two months by the Contractor the Comprehensive O&M period shall commence from the date when successful stabilization of all WEGs & BOP has been done and certified by the Engineer-in-Charge. The SPBG shall also have to be extended for the same period.

5.11.6 Communication Connectivity of pooling station to TRASCO/DISCOM Grid for the purpose of scheduling & forecasting.

5.12 COMPENSATION FOR DELAY

5.12.1 As commissioning time is the essence of the Contract and the same shall be firm and binding. The Bidder shall complete all activities of the Project viz. design, engineering, manufacture, supply, storage, all civil works, and installation, erection, testing, commissioning, and interconnection with State grid of wind energy project within the scheduled date. In case the project is not commissioned within the scheduled date then the contractor has to pay the owner compensation for delay for the value of un-commissioned WEG, as per Clause 4.27 of Section-IV (General Conditions of Contract). The decision of the Engineer-in Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor.

Compensation for non-conformance of Power Curve Testing shall be separate and will be in addition to the Compensation for delay and shall be governed as per Clause No. 5.32 of this Section.

5.12.2 Commissioning will be considered for the project as a whole when last WEG of the wind energy project has been interconnected with the State Grid.

5.12.3 The Bidder shall indicate duration of all the activities in activity chart in conformity with the overall schedule of the commissioning of project. A sample for activity chart is attached for reference at Bid Response Sheet No.17. Bidder shall submit the activity chart in form of Bar Chart which shall be discussed and finalized and shall be a part of Contract.

5.13 EXTENSION OF TIME

5.13.1 Failure or any delay by the Owner due to any cause whatsoever, shall in no way effect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof provided that the Owner may extend the time for completion of the work by such period as it may consider necessary or proper.

5.13.2 If the Contractor shall desire an extension of the time for completion of the project on the grounds of his having been unavoidably hindered in its execution or the work has been materially increased by Owner or other such grounds, he shall apply in writing to the engineer in-charge within ten days of the date of occurrence of event on account of which he desires, such extension as aforesaid, and the Engineer - In-charge shall, if in his opinion (which shall be final) reasonable grounds have been shown thereof, authorizes such extension of time as may be, in his opinion be necessary or proper. Whenever such extension is granted by the engineer in-charge, this would be without prejudice to the Owner's right under this contract.

5.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time from the commencement of the work the Owner shall for any reason whatsoever not require the whole work or part thereof as specified in the bid to be carried out or, alteration in the work are required, the Engineer-In charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full or prior to alteration.

5.15 CONTRACTOR'S OFFICE AT SITE(S)

During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at site(s). Such person deputed by the Contractor shall report to the Consultant's Site in-charge, for smooth execution and timely commissioning of the work. The Contractor shall also provide and maintain a site office, at the site, for the use by the owner / its consultant / representative.. Such office shall be open at all reasonable hours to receive instructions, notices or other communications. The Contractor shall be responsible for any misconduct/indiscipline by his employees or sub Contractor/agent employee's .The Contractor shall abide by the instructions of the engineer in charge, if given in this regard.

EPC Bidder shall submit the Manpower Chart with hierarchy that would be deployed at site.

5.16 SUB-CONTRACTING OF WORK

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. In the eventuality of sub-contracting of work, Owner/Company will be informed in advance. However, the Contractor's liability or obligations will not get altered / delegated to sub-Contractor. If any sub-Contractor engaged upon the work at the site executes any work which in the opinion of the engineer in-charge is not in accordance with the contract documents, the Owner/ Company may give written notice to the Contractor advising him to terminate such sub-contracts and the Contractor on the receipt of such notice shall terminate such contracts.

5.17 POWER OF ENTRY

5.17.1 In case the Contractor does not commence work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer in charge:

- i) Fail to carry on the works in conformity with contract document /schedule or
- ii) Substantially suspend work or the works for a continuous period of 14 days without permission from the engineer in charge, or

- iii) Fail to carry on and execute the works to the satisfaction of the Engineer-in-Charge, or
- iv) Commit or permit any other breach of any of the provisions of the contract on his part to be performed. or
- v) If the Contractor abandons the works, or
- vi) If the Contractor during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the materials, temporary works, equipment, tools and stocks thereon, and to revoke the Contractor's order to complete the works by his agents, other Contractors or workmen.

5.18 USE OF COMPLETED PORTIONS

- 5.18.1 Whenever in the opinion of the Owner the work or any part thereof is in a condition suitable for use and in the best interest of the Owner requires use, the Owner may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.
- 5.18.2 Prior to the date of final acceptance of the work by the Owner, all necessary repairs or renewals in the work or part thereof so used on account of defective materials or workmanship or due to the operations failure shall be at the expenses of the Contractor. Such use shall neither relieve the Contractor or any of his responsibilities under the contract, nor act as waiver by the Owner of the conditions thereof. However, if in the opinion of the Owner the use of the work or the part thereof delays the commissioning of the remainder of the work, the Owner may grant such extensions of time as it may consider reasonable. The decision of the Owner in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by the Owner.

5.19 POWER OF THE ENGINEER-IN-CHARGE TO ORDER SUSPENSION OF WORK

The Engineer-in-charge may, from time to time by direction in writing and without invalidating the contract, order the Contractor to suspend the work or any part thereof at such time or times and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, then proceed with the work or part thereof, directed to be suspended until he receives a written order from the Engineer-in-charge to so proceed. In the event of suspension, the Owner may under the provisions of the contract, extend the time for commissioning of the work or part thereof by such period as it may find reasonable. The decision of the Owner in the matter shall be final and binding on the Contractor.

5.20 PAYMENT TERMS

Payments shall be released in the following manner after furnishing of Security cum Performance Bank Guarantee by the bidder and signing of Agreement as per provisions of bidding document:

Considering separate orders, the following payment terms will be applicable for the respective scope:-

Stage wise payments shall be released on prorata basis (i.e. WEGs wise basis) against each SOR including all applicable taxes and duties after furnishing of

Contract Performance Bank Guarantee as well as furnishing of Indemnity Bond by the bidder

1A) For Govt. (Revenue) Land:

a.	50% on submission of copy of Allotment Letter of land issued by Competent Authority in favour of Bidder or his associate.
b.	50% on transfer of lease deed / sub-lease of land & on commissioning of WEGs, whichever is later or against submission of bank guarantee of equivalent amount valid till sub lease in favor of OIL after commissioning.

1B) For Private Land

a.	20% on Submission of copies of land related documents
b.	30% to be released against submission of application to State Nodal Agency.
c.	50% on submission of copy (ies) of sale deed in favor of OIL after commissioning

1C) For Forest Land

100% to be released on submission of Stage II clearance against furnishing bank guarantee of equivalent amount valid up to one year after commissioning of Project. The BG on prorated basis shall be released after land has been leased in favor of OIL.

Land means land & all land related development in the wind farm.

2A) For supply of plant and equipment

a.	15% on completion of Engineering(Basic Engineering, QAP, manufacturing drawings, Construction drawings,)
b.	58% payment against receipt of material at site store on prorated basis.
c.	10 % against erection, testing and pre-commissioning of WEGs on prorated basis
d.	10 % against commissioning of WEGs on prorated basis
e.	5% on submission of completion certificate as per clause no.5.25 of the Wind Energy Project
f.	2% During O&M period commencing from completion of stabilization period will be paid as here under :- (i) 0.5% after six months to be reckoned from completion of stabilization period (ii) 0.5% after twelve months to be reckoned from completion of stabilization period (iii) 0.5% after eighteen months to be reckoned from completion of stabilization period (iv) 0.5% after twenty four months to be reckoned from completion of stabilization period Payment under this head (f) will be released only after the completion of Power Curve Performance test.

2B) For Erection and commissioning works

a.	20% on finalization of Micrositing and mobilization of machinery.
b.	40% on completion of Foundation on prorate basis
c.	15% on completion of Erection of WEG on prorate basis.
d.	10% on erection of evacuation system
e.	10% against commissioning of WEG on prorate basis.
f.	5% on submission of completion certificate as per clause no.5.25 of the Wind Energy Project

3. PAYMENT FOR O&M

Payment period shall be on quarterly basis at the end of each quarter. The operator shall submit bills in respect of the quarter ended in quadruplicate after the end of each quarter for the payment after submission of PBG as per Clause no.6.10.

5.21 PAYMENT PROCEDURE

The Contractor shall raise bills against the completed supply/works as per para 5.17 above and payments shall be released within 30 days against undisputed bills after adjusting liquidated damage etc., if any.

5.22 RATES TO BE FIRM AND INCLUSIVE OF ALL TAXES

5.22.1 The rates quoted by the Contractor shall remain firm inclusive of all taxes, duties and binding till commissioning of the project in all respect. The rates shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses, taxes, duties, levies, royalties, foreign exchange variation, etc. and liabilities of every description and all risks associated in execution, for completing and handing over the work to the Owner by the Contractor. However, any statutory variation in the applicable rates taxes and duties including new taxes if any during the commissioning period will be to OIL INDIA's account.

5.22.2 Sales tax shall be charged at concessional rates. Owner will provide Form "C" to this effect. The Owner shall deduct income tax, Works Contract tax / VAT or any other similar tax as applicable on works contract as per the prevailing rates from the bills of the Contractor. Owner shall not be responsible for any liability on this account on the Contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

5.23 DEFECTS PRIOR TO TAKING OVER

5.23.1 If at any time before the work is taken over, Engineer-in-Charge shall:

- i. Decide that any work done or materials used by the Contractor or any sub-Contractor is defective or not in accordance with the contract, or that the works or any portion thereof, are defective, or do not fulfill the requirements of contract (all such matters being hereinafter, called 'Defects' in this Clause).

And

- ii. As soon as reasonably practicable notice is given to the Contractor in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, and then the Contractor, at his own expense and with all efforts shall make good the defects so specified.

5.23.2 In case the Contractor fails to do so, the Owner may take, at the cost and risk of the Contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified.

5.24 DEFECTS AFTER TAKING OVER

5.24.1 In order that the Contractor could obtain a completion certificate, he shall rectify any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the contract or that may have been noticed or developed after the works or group of the works has been taken over. . Normally it is expected that work will be completed within 15 days. However in case of unforeseen /genuine delay Engineer in charge may take a call on this aspect whose decision will be final .If any defect be not remedied within period stipulated above the Owner may proceed to do the work at Contractors risk and expense and deduct from the final bill such amount as may be decided by the Owner.

5.24.2 If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of the works within one month after the date fixed by the Contractor for the completion of the work, the Owner shall be at liberty to use the works or any portion thereof in respect of which a completion certificate has not been issued , provided that the works or the portion thereof so used as aforesaid shall be offered reasonable opportunity for completion of these works for the issue of completion certificate.

5.24.3 All the aforesaid safeguards /rights provided for the Owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

5.25 COMPLETION CERTIFICATE

5.25.1 The contractor shall submit Completion Report of the project to Owner. The Completion Report shall consist of the following documents:

- (i) Copy of the Commissioning Certificate issued by the competent authority.
- (ii) Technical documents as per scope of work & technical specifications according to which the work has been carried out.

Four sets of as built drawings showing therein modification and corrections, if any, made during the course of execution signed by the Contactor. A soft copy of as built drawings shall also be submitted.

Copy of complete layout of the Wind Farm including Evacuation system

Copies of test Certificates for type / routine tests performed on major equipment

O&M Manuals – 3 sets

Copies of Statutory clearances / permissions.

Certificate / undertaking for making payment of all statutory requirements, labour wages and others and for any such claims.

An undertaking confirming the payment of all statutory taxes & duties, or document (s) having evidence of paying statutory duties, taxes etc. as per requirement of concerned statutory authorities.

Certificate regarding completion of the facility in all respect including SCADA by the Engineer In Charge/ Consultants

Copy of the Power Purchase Agreement

5.25.2 Owner shall issue Completion Certificate after verifying from the completion documents and satisfying itself that the work has been completed in accordance with details set out in the construction and erection drawings and the contract documents. No Completion Certificate shall be given nor shall the work be deemed to have been executed until the export of generated wind power commenced, statutory requirements are completed and all scaffolding, surplus materials and rubbish is cleaned off the site completely

5.26 ESTIMATED ANNUAL ENERGY PRODUCTION

Bidder shall submit estimated Annual Energy Production (AEP) of the offered wind farm by using Wind Resource Assessment tools.

The bidder shall submit the following details with the bid both in soft copy and hard copy:-

1. Details of reference wind mast i.e.
 - a) NIWE's mast or Bidder's own mast. The minimum height of the mast shall 2/3 height of Wind Energy Generator offered.
 - b) Location of the mast with respect to offered site(s) giving co-ordinates and elevation. Wind mast location should not be more than 10km from farthest WEG location offered.
 - c) Height of the mast indicating sensor heights.
 - d) Period of wind data of the mast considered for calculation which should not be older than 5 years of bid submission date.
 - e) Annual Air Density of the site(s).
 - f) Wind data of the mast from the date of installation till the date of removal or one month prior to the bid opening, if the mast is in existence in soft mode only.
2. Wind data time sheet for a minimum period of one year or joint frequency distribution of wind data for two levels in WAsP format.

3. De-rating, if any, due ambient conditions.
4. Digitized contour map at contour intervals of 2 meter for the proposed site(s) for complex terrain and 5 m for uniform terrain and 10 m / 20 m for surrounding area including roughness considered in the form of MAP file as input to WAsP. The digitized map should cover at least 2 km area in all directions beyond boundary line of offered site(s) and reference wind mast location.
5. Roughness map should be submitted separately as well as incorporated with digitized contour map
6. Certified Power curve of the offered WEG.
7. Thrust curve of the offered WEG.
8. Wind Resource Assessment report covering estimated annual energy generation of the entire wind farm and its monthly yield in percentage of annual generation including Micrositing along with assumptions considered.
9. AEP of each WEG as per Wind Resource Assessment tool for the complete wind farm for P50, P75 & P90 exceedance levels.
10. The bidder shall furnish details of nearest wind mast of NIWE
11. Year to year for past 20 years period based on Satellite data from MERRA. Details of month wise Wind variation, general wind data of all potential sites in India are with MERRA. In case the data is not available for the offered site, bidder can submit the letter from MERRA to authenticate his claim. In such cases the DATA from other recognized agency may be submitted.
12. Electrical single line diagram of wind farm from WEG up to the metering point of SEB/DISCOM indicating size, length and brief specification of cable, OH line conductor and transformer etc. along with calculation of transmission losses
13. Actual energy generation of the WEGs already existing in offered area or nearby area from the date of installation of such WEGs.
14. Following correction factors mentioning percentage thereof to be considered for AEP estimation shall be furnished clearly:
 - a) Machine Availability: Shall be considered as 95% or as offered by the bidder, whichever is lower.
 - b) Grid Availability: Shall be considered as 95%
 - c) Array Efficiency / Wake loss
 - d) Air Density
 - e) Internal/Transmission losses up to metering point and internal consumption
 - f) Year to year wind variation
 - g) Distance & Height of wind mast
 - h) Other uncertainties
 - i) Any other correction factor

Based on the above inputs, Owner/Consultant shall get the estimated deliverable

generation worked out. If required, Owner/ Consultant may ask for additional information. Further, Owner and Consultant's representative may visit the offered site(s) and collect site(s) specific information for which bidder will provide all the necessary assistance.

Consultant, during site(s) visit, will collect actual energy generation of the WEGs installed in that area or nearby area from the date of installation of such WEGs and calculate the average annual energy generation so as to arrive at final Estimated Annual Energy Production of the offered site(s).

Wind data submitted by the bidder for own mast should have NIWE (National Institute of Wind Energy) report on verification procedure with data like Wind Power Density (WPD), annual mean wind speed etc. However NIWE certificate could be submitted within one month of Bid Closing Date and Time.

Estimated deliverable annual energy production (AEP) will be worked out by the consultant by giving effect of array efficiency, machine availability, grid availability, wind variation, internal consumption, and evacuation losses and as accepted by Owner, shall be considered for financial evaluation of the Bids.

Necessary corrections shall be carried out by Owner or its Consultant in the AEP furnished by bidders. The lower of the two estimated generation, after corrections, shall be considered for evaluation of bids.

No change in data once furnished by the bidder at the time of submission of the bid relating to estimation of generation like machine model, rotor diameter, hub height, location of site(s), Micrositing plan of the wind farm etc; shall be permitted. However, during the execution of the project, in case it becomes necessary for the Bidder then changes in location may be accepted by Owner but this should not affect the annual energy estimation. In such an event Owner will get the estimation of generation of the wind farm checked from the Consultant with the changed data and if the generation so worked out is found to be less than what was considered for financial evaluation, then the Bidder shall modify the financial parameters in such a way that the post tax IRR is maintained.

Revision in annual energy estimation, if required, will got done from consultant and extra cost if any will on account of bidder

5.27 INSURANCE

5.27.1 Insurance during Supply, Erection and Commissioning

- a) Contractor shall at his own expenses effect insurance from IRDA approved agencies to the supplies, transit, personnel and all other related activities to the satisfaction of the Owner as follows including all third party risks. A copy of all such policies will be given to the Owner along with. Owner shall be informed of all such insurance policies.
- b) Insurance to cover marine & transit insurance
- c) Insurance to cover storage cum erection cum commissioning with suitable endorsements in the name of OIL. For this:-
 - Bidder should submit the copy of the comprehensive policy along with the bid

- Upon award of the work, the endorsed copy of the insurance should be submitted to OIL.
 - In case of any claim, if the endorsed insurance cover is not sufficient to meet the claimed amount, the contractor will be liable for the shortfall and the same will be recovered as amount due under the contract.”
- d) Insurance to cover third party liability along with an undertaking indemnifying Owner from any such claim.
- e) Workmen compensation and /or group personal accidents Insurance policy covering its employees and workers including Sub contractor
- f) Contractor shall also effect and maintain any other insurance that may be required under any law or regulation or practice from time to time.
- 5.27.1 The Contractor shall take all reasonable precautions to prevent fire of any nature in the general area of his operations and he shall be responsible for all damage from fires due directly or indirectly.

5.28 TESTS / INSPECTION

- 5.28.1 Inspection shall be carried out on 10% quantity of the ordered equipment for the major components viz nacelle assembly, rotor blades, towers, gearboxes, generators, and power transformers. For HT/EHT Circuit Breakers manufacturers test certificate shall be submitted. All other items like cables, conductors, relays and associated equipment/components shall confirm to relevant international/national standards.
- 5.28.2 In case of imported components the same should be inspected at the stock yard / warehouse of bidder for 100 % quantity by TPI as well as 10% by OIL India. However OIL India may depute their representatives for plant inspection & prototype inspection at overseas works.
- 5.28.3 After the award of work, the successful bidder shall furnish a complete list and details of all tests to be conducted on all major components.
- 5.28.4 The bidder shall also furnish a schedule for inspection / testing, so that Owner may associate his representative for witnessing of the tests. The Contractor shall also furnish copies of such test/inspection reports for reference and records of the Owner.
- 5.28.5 Owner may depute its personnel or authorized representative or consultant for witnessing the testing of major components at manufacturer's works. The bidder shall make all the required arrangements for such testing at its work.
- 5.28.6 Contractor shall arrange and extend necessary cooperation for effectively carrying out inspection / testing. However, this shall not absolve the responsibility of the Contractor in providing the performance guarantee/warranty.
- 5.28.7 The scope of work broadly includes review of manufacturing / fabrication procedures, QA/QC plans, review of Non Conformance Report (NCR) issued by the Contractor during fabrication stage, review of documents including Quality Assurance Plan during manufacturing/ fabrication activities.
- 5.28.8 All the standard tests in accordance with applicable Standards adopted, shall be carried out at the manufacturer's works on the entire major component and their

accessories, so as to ensure efficient operation and satisfactory performance of all the component/parts.

- 5.28.9 Any special test to be performed shall be mutually agreed upon between the Bidder and Owner
- 5.28.10 All equipment shall be further tested at site(s), wherever required, before commissioning.
- 5.28.11 The work is subject to inspection at all times and at all places by Owner. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes and practices.
- 5.28.12 Decision of Owner in regard to the quality of work and materials and its performance with respect to the specifications and drawings shall be final.
- 5.28.13 If any item is not found conform/ing to standards during test/inspection, the same shall be replaced / rectified by Contractor without any cost to Owner and shall be re-offered for inspection.

5.29 GUARANTEE / WARRANTEE

- 5.29.1 Any material, equipment and/or accessories which prove defective or which fail to meet the design guarantee or Performance Guarantee during the defects liability period (which is 22 months from the date of completion of Stabilization Period of last WEG) the Contractor shall replace / rectify at his own cost, such material, equipment and/or accessories.
- 5.29.2 The Contractor shall guarantee the wind farm and installation work, for a period of 22 (twenty two) months from the date of completion of Stabilization Period of last WEG. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expenses, as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workman and deduct expenses (for which the certificate of Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, become due to the Contractor or from his SPBG.

5.30 STATUTORY APPROVALS FOR WORKS

- 5.30.1 All statutory approvals/permissions related to installation of the wind power project and carrying out its operation & maintenance (O&M) as may be required under applicable law, rules shall be obtained by the Bidder. All fees for such statutory approvals for installation & commissioning and first year of O&M shall be borne by the Contractor.
- 5.30.2 Inspection and acceptance of the work as above shall not absolve the Contractor of any of his responsibility under this contract.
- 5.30.3 If any penalty/levy becomes payable to the State Electricity Utility on account of low power factor of the wind farm, the same shall be borne by the Contractor only.
- 5.30.4 All fee / charges payable to any statutory authority on account of operation & maintenance of wind farm shall be borne by the Contractor during the warrantee period of the contract.

- 5.30.5 The Contractor shall be responsible for interconnection of wind farm with the State grid, so as to export power from wind farm. The date of commissioning will not be considered prior to inter connection of all the WEGs of Wind farm with the State grid. Therefore, the Contractor should make all efforts for installation of metering equipment, etc, and carry out the inter connection prior to the final commissioning of the wind farm.
- 5.30.6 So long as commissioning of the project is not delayed and operation and maintenance is not hampered due to delay in statutory approvals, no Price Reduction shall be affected.

5.31 96 HOURS SHORT TIME TEST RUN

This short time test shall be conducted on all the WEGs.

The test shall be carried out during conditions of high wind regime of offer site so that the machines are subjected to fluctuating wind thrusts and their mechanical endurance established.

The test shall be considered successful if values of observed parameters of WEGs are found within the set values.

For conducting this test, the WEGs shall be run continuously for 96 hours without any interruption. In case of interruption or stoppage of WEG during the test, the test shall not be considered to have been completed. In such an event the test shall be conducted afresh.

The test shall be considered successful if values of observed parameters of WEGs are found within the set values.

In case of non-conformance of the parameters of any component/item of WEG, replacement of the defective component shall be done and test repeated till such time it is successful.

The tripping of WEG on account of protective relays due to adverse atmospheric conditions will not be considered as outage.

5.32 POWER CURVE PERFORMANCE TEST

Power curve performance test on one WEG in the wind farm shall be conducted at each site(s) for ascertaining its performance with reference to certified power curve of the machine. The test shall be conducted during first year of operation of the wind energy project in accordance with the methodology as described below-

Power curve testing shall be carried out for a period of one month during high wind season.

Contractor shall submit a proposal suggesting at least three WEGs along with corresponding wind masts in the wind farm considered suitable for carrying out power curve test for consideration by Owner.

The Contractor and Owner officials shall jointly inspect wind farm site(s) for selection of one designated turbine (WEG) out of the short listed machines. The test shall be carried out on this designated turbine. Location for installation of a separate wind mast near the designated turbine needed for power curve measurement (the test) shall also be decided jointly.

Contractor shall install a wind mast of height equal to hub height of the designated turbine near the selected location at a distance between $2D-2.5 D$ (D is rotor diameter) from the designated turbine in consultation with Owner. This mast will be maintained at site(s) for the period required for successful power curve testing. Refer IEC 614002005(12) clause 5.2.1

Erection of wind mast and onsite facilities/support for testing and monitoring shall be the responsibility of the Contractor/Developer.

This mast shall record wind data at height equal to that of hub height of the turbine.

The wind data recorded by this mast during test period shall be taken as reference data for the purpose of power curve verification test.

Power curve verification shall be carried out as given hereunder:

- Wind speed distribution shall be prepared for a continuous duration of three months during high wind season.
- Certified power curve (CPC) for the WEG as per contract shall be applied to the above wind speed distribution to arrive at the gross Annual Energy Production (GAEP).
- Following factors shall be applied on GAEP to arrive at the Annual Energy Production (AEP):
 - (i) Air density factor as actually measured
 - (ii) Array losses as per arraying efficiency as determined by WAsP application for the selected WEG taking into account the selected wind mast location and factoring in all obstacles.
 - (iii) Grid availability as actually measured at the supply point of the selected WEG.
 - (iv) Machine availability as actually measured and recorded at LCS of the selected WEG.
 - (v) 2% on account of flow distortion and Measuring accuracy
- Metering arrangement CTs duly calibrated shall be provided at LCS.
- Accuracy class of all the measuring equipment shall be 0.5 or better. Contractor shall furnish valid calibration certificates of accredited test house for all measuring instruments before their installation at site(s).
- NEEG thus arrived shall be verified against actual energy generated by the WEG as recorded by the meter in the control panel during test period.
- If actual generation recorded by the meter installed at WEG is equal to or more than 95% of AEP, then the turbine will be considered to have met power curve performance test.
- If the actual generation as recorded at the WEG meter is less than 95% of the calculated net estimated generation from the wind mast data, then bidder shall conduct the test again after making necessary checks & settings, as per the above procedure.

- In case the test is again unsuccessful, technical explanation for this shall be given to the Owner. If the OWNER is satisfied by the explanation submitted by the Contractor then the power curve test shall be considered as fulfilled.
- In case OWNER is not satisfied with such technical explanation submitted by the Contractor, the Contractor shall have the option to get the "Power Performance measurements Test carried out / done by NIWE as per prevailing standards. However, all the Cost towards the same shall be borne by Contractor. If the Test by NIWE proves the Power Curve performing up to 95% of the offered Power Curve, the Power Curve Performance Test shall be considered as successful.
- In case, the Contractor do not opt for further Testing by NIWE or the Test conducted by NIWE also fail to show performance of Power Curve for 95% or more, the Contractor shall compensate the loss due to shortfall in the test in the manner as given here under:-

For every 1% (or part thereof) shortfall in actual generation than 95% AEP the Contractor shall pay to OWNER @ 0.5% (half percent) of the Contract Value of supply, erection and commissioning of wind power project. In case the actual generation as recorded at the WEG meter is less than 90% of AEP, the bidder shall rectify defects in all the WEGs or replace all the WEGs, as the case may be, in the manner that power generation is not less than 95% of AEP. In such an event the power curve performance test should be repeated again after rectification. In case the actual generation is equivalent or more than 95% of AEP the test will be deemed to have passed the performance test. In this case also, the Contractor will compensate the Owner for the actual revenue loss during the period when generation was lower due to performance of the WEG.

For any further reference, IEC-61400-12-1: 2004(E) titled "Power performance measurements of electricity producing wind turbines" shall be followed.

However, in case bidder offers two sites the power curve performance test will be conducted at both the sites.

5.33 PROGRESS REPORT & PROJECT REVIEW MEETING

The EPC contractor shall ensure that his designated project in charge shall submit fortnightly and monthly progress report (soft and hard copies) along with catch up plans against slippages to Consultant and simultaneously to Owner.

Owner shall hold project review meetings with Consultant and EPC Contractor at pre-defined periodicity.

5.34 COMMON FACILITIES

Bidder shall give complete details of Common Facilities such as assets and rights which will be shared by Oil India with other Power Producers in the Wind Farm and comprise all facilities that are needed to evacuate power from the individual WEG's, for sale of energy at the metering point. Common Facilities include electrical and other installations for use in such operations like the 33 kV transmission lines, the entire Pooling Station together with all its installations, the bays and the EHV Transmission Line. Common Facilities also include all civil construction for such electrical installations and other buildings in the Wind Farm including but not limited to the Pooling Station building and / or any office building(s). Pathways and approach roads within the Wind Farm for inter-connections are also part of Common Facilities. Common Facilities also include land or any right of use of land for all installations and

/ or buildings within the Common Facilities.

In case of freehold land housing any Common Facility, such freehold land shall form part of the Common Facility. In any other form of right of use of land like leasehold rights or tenancy rights or a license or any right of way (ROW), such rights shall form part of Common Facilities. Bidder is to undertake that for land which is not held under freehold ownership, necessary leasehold or other rights like tenancy or license or ROW or any valid written approval shall be obtained by it and shall be maintained by him for the Life of the Wind Farm.

In the event if the O&M is discontinued, prior to the life of the project, due to non-continuation of O&M services for next term or OIL taking up the O&M of WEGs on its own, common facilities (control room, substation, all the SCADA systems, water facilities, power facilities, approach roads, etc.) shall be accessible to OIL or OIL's contractor. Maintenance Charges for common/ shared facilities of the wind farm shall be paid as percentage of the basic O&M price mentioned in schedule of price

5.35 RIGHTS OF COMMON FACILITIES

1. Bidder to ensure that All Power Producers(including Oil India) in the Wind Farm will have an undivided share, in proportion to the number of WEGs owned by each of them, of the rights in the Common Facilities and shall be the beneficiary of all its rights in terms of the Common Facilities for the Life of the Wind Farm.
2. Oil India shall be free to assign or otherwise transfer its rights in the Common Facilities to a third party, in part or on full, who shall thereafter continue to enjoy the same rights for the remaining Life of the Wind Farm, provided that Oil India shall be free to assign or otherwise transfer only after the commissioning of the Project.
3. The rights referred to above in respect of Common Facilities shall be equivalent to the rights (whether ownership or otherwise) as available to bidder in respect of such Common Facilities except that such rights shall be undivided shared by all Power Producers in the Wind Farm
4. Insurance of common facilities should be taken by contractor.

5.36 RIGHTS OF USE / ACCESS OF COMMON FACILITIES

Oil India will have the right to use and create charge the Common Facilities for the life of the Wind Farm. Bidder to mention complete mechanism for right of use as per BRS-16(b).

5.37 APPROVALS

Approvals are required to be in the name of bidder. In case these are in some other name / sister concern specific mentioned be made in the offer.

SECTION–VI
SPECIAL CONDITIONS OF CONTRACT
FOR
OPERATION & MAINTENANCE (O&M)
OF
WIND POWER PLANT

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT FOR OPERATION & MAINTENANCE (O&M) OF WIND ENERGY PROJECT

6.1 TERM OF O&M CONTRACT

The Operator shall be responsible for Comprehensive Operation and Maintenance of the wind power project for a period of twenty (20) years from the date of stabilization of the last WEG in the wind farm. Initially the Order shall be for 10 (ten) years period including first two years of free O&M at the accepted rates. This O&M Contract shall be renewable for further term of 10 (ten) years on the same terms and conditions but at the mutually decided rates during 10th year of operation based on the conditions prevailing at that time. However the revised rates should be in line with the rates in vogue at that time and to be finalized in the first half of 10th year. Further, the escalation from the 12th year onwards is capped and shall not be more than 5 % per annum

6.2 BATTERY LIMIT

The battery limit for bidder during the period of O&M contract shall cover complete wind energy plant and power evacuation system up to the point of interconnection.

The bidder shall be responsible for arranging at his own cost all spare parts required for replacement for keeping the WEGs operational, repairs / replacement of any defective equipment(s) at his own cost as required from time to time, schedule and preventive maintenance, major overhauling of the equipment, maintaining log sheets/record for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, deployment of security personnel so as to ensure smooth operation for the entire period of O&M. Owner shall not pay any other amount except the agreed O&M charges.

Operation & maintenance of evacuation system up to the point of interconnection with the State grid shall be the responsibility of the O&M Operator. In case of any outage of external lines connected with the wind farm, the Operator shall follow up with TRANSCO / DISCOM for prompt restoration of the faulty line under intimation to Owner.

6.3 SCOPE OF WORK

The Scope of Work for O&M Contract shall include but not limited to the following:-

1. Supply of spares
2. Consumables
3. All Statutory compliances as applicable at the time of bidding.
4. Arrangement of Tools
5. Arrangement of Tackles
6. Crane Management
7. Testing
8. Liaison with all Government agencies

9. All administrative work
10. Maintaining records and submissions to all concerned authorities
11. Security
12. Coordination with the required agencies for revenue realisation

The detailed scope of work is given in section VII C.

Cost of all the above items shall be included the price quoted for O&M Contract.

Operator shall provide all day to day operation and maintenance services for the wind energy project as set forth herein. Operator shall perform the work and arrange/supply all required spare parts, cranes, special tools & tackles or any other items as may be required, in a prudent and efficient manner and in accordance with manufacturer's and systems designers' specifications, Annual Operating Plan for the Plant and O&M manuals.

All applicable laws of the land including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules") shall be complied.

6.4 PRUDENT UTILITY PRACTICE

Operator shall use all reasonable and practical efforts:

- To maximize plant capacity utilization
- To minimize plant downtime
- Optimize useful life of all the equipment of the wind energy project.

The Operator shall perform the following obligations prior to taking over of the O&M activity:

- Prepare Mobilization plan in consultation with the Owner
- Provide the services and personnel set forth in the Mobilization Plan
- Prepare in consultation with the Owner, the initial Annual Operating Plan
- Develop and implement plans and procedures including those for firefighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.

After taking over the activity of O&M for the power plant, the Operator shall be responsible for the operation and maintenance of the plant and shall perform all necessary services including applicable services listed below:-

- i) Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the plant, including all associated and appurtenant mechanical and electrical equipment keeping in view the objectives set-forth herein above.
- ii) Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for the lifetime of the

wind farm. Upon expiry of term, the operator shall hand over such records to the Owner. However, Owner shall have access to all such records at any time.

- iii) Regularly update and implement equipment repair or replacement and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the original equipment manufacturers.
- iv) Perform periodic preventive maintenance and overhauls required for the Plant in accordance with the recommendations of equipment manufacturers. Attend any break down in the Plant/Facility promptly. Inform time taken in attending to such breakdown shortly after restoration of WEG.
- v) Provide technical & engineering support for resolving operation and maintenance problems.
- vi) Perform the services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer.
- vii) Operate and maintain the Plant for fire protection and safety of equipment. Fire protection here means that the contractor shall provide all necessary equipment for protection of all WEGs & balance of plant against fire.
- viii) Maintain with the assistance of the Owner, records regarding the facility in accordance with generally acceptable accounting principles under the Laws.
- ix) Arrange spares, consumables, tools & tackles, crane and testing. Cost of these items shall be included in the price quoted for O&M.

6.5 PERSONNEL

The Operator shall employ adequately qualified and experienced personnel for operating and maintaining the wind energy project. The Operator shall ensure that such personnel remain on duty at the plant at all times, twenty-four (24) hours a day and seven (7) days a week soon after commissioning of the first WEG.

6.6 MACHINE AVAILABILITY

- 6.6.1 Operator shall maintain all the WEGs of the wind power project in a befitting manner so as to ensure minimum machine availability as defined in the clauses hereunder and elsewhere in the document.
- 6.6.2 The Operator shall keep average minimum machine availability for the Wind farm at not less than 70% during stabilization period of two months.
- 6.6.3 The Operator shall keep the four monthly average minimum machine availability of the Wind farm at not less than 96% during the months of high wind season i.e. typically May to August or for 4 months of high wind season as per site specific conditions every year. In case of stabilisation period falls during high wind season the machine availability will be considered for the remaining high wind months for the first year.
- 6.6.4 The Operator shall keep the remaining eight monthly average minimum machine availability of the Wind farm at not less than 95% during the months of April & September to March each year.

- 6.6.5 The Operator shall keep the annual average minimum machine availability for the individual WEG at not less than 85%
- 6.6.6 The operator shall guarantee for above minimum Machine Availability. The machine availability includes power evacuation system (up to interface with the State Grid).
- 6.6.7 In case the Machine Availability is found to be less than as stated above then the Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation as given at Clause No. 6.8.1 of this Section.
- 6.6.8 For working out of Annual Average Machine Availability (M.A) of the wind farm following formula shall be considered:

Annual Average M.A of the wind farm shall be calculated in the following manner:

$$\text{Annual M.A for each WEG} = \frac{\{8760 - (GF + FM + S + U)\} \times 100}{\{8760 - (GF + FM)\}}$$

$$\text{Annual Average M.A of the wind farm} = \frac{\text{Sum of the annual M.A calculated for each WEG}}{\text{No. of WEGs installed at site}}$$

Where, Recorded Hours = {8760 – (GF + FM + S + U)}

8760 = Number of total hours for a machine in an year (i.e. 24x365 Days)

GF = Grid Failure hours, FM = Force Majeure hours

S = Scheduled Maintenance Hours for a Machine

U = Unscheduled or Forced Maintenance Hours for a Machine

6.7 GUARANTEE FOR MAINTAINING POWER FACTOR AND DRAWAL OF REACTIVE POWER

6.7.1 Power Factor

It will be the responsibility of the Operator to maintain power factor of the wind farm not less than the minimum requirement of TRANSCO / DISCOMs so as to minimize drawal of Reactive Power from State grid system.

6.7.2 Levy of Reactive Power (KVARh) Charges

In the event of levy of any charges by State grid on account of reactive power such charges at actual amount shall be deducted from the operator's bills / outstanding operator's credit amount.

6.7.3 Guarantee for Transmission Losses

Total Annual Average Losses in evacuation system of electricity from LCS to the point of interfacing shall be guaranteed by bidder & same will be considered during estimation of Annual Energy Production.

Excess losses than the guaranteed above will be payable by Operator to Owner at Feed in Tariff at which PPA has been entered into with the Buyer along with GBI if applicable. Such loss will be calculated on annual basis as per clause 6.8 (iv).

6.8 PRE-DETERMINED MUTUALLY AGREED COMPENSATION

In case the machine availability is less than minimum guaranteed value, Contractor shall pay compensation to OIL in the following manner:

(i) Stabilisation period

In case annual machine availability of wind farm is less than the minimum guaranteed value of 70%, the Contractor shall pay compensation to OIL in the following manner:

$$COM = [(70 - MAF) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 6.6.8

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual generation of saleable energy in kWh of the WEG during the year

(ii) Individual annual machine availability

In case annual machine availability for any WEG is less than the minimum value of 85%, the Contractor shall pay compensation to OIL in the following manner:

$$COM = [(85 - MAF) \times C \times E] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 6.6.8

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

E is the average actual generation of saleable energy in kWh of the WEGs excluding the generations of WEGs whose generation is below 85% during the year.

(iii) During 4 months of a year period from May to August

Machine availability during 4 months of a year period from May to August shall be maintained at 96%.

In case machine availability of wind farm during this period is less than the minimum guaranteed value of 96%, the Contractor shall pay compensation to OIL in the following manner:

$$COM = [(96 - MAF) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause 6.6.8

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual generation of saleable energy in kWh of the WEG during this period

- (iv) During remaining 8 months of a year period from April & September to March

Machine availability during 8 months of a year period from May to August shall be maintained at 95%.

In case machine availability of wind farm during this period is less than the minimum guaranteed value of 96%, the Contractor shall pay compensation to OIL in the following manner:

$$\text{COM} = [(95 - \text{MAF}) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to OIL,

MAF is machine availability factor as calculated in Clause -6.6.8

C is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual generation of saleable energy in kWh of the WEG during this period

6.8.1 Recovery of Compensation

The above Compensation will be deducted from price of Comprehensive O&M Contract or from the O&M Security Deposit.

During the free O & M period, Compensation shall be paid by the Bidder else it will be deducted from the Security Deposit.

The total combined Compensation on account of shortfall in machine availability (COM) and on account of transmission loss shall be limited to 100% of annual O&M contract value for that year.

Any Compensation arising out of guarantees during O&M period shall be adjusted against the O&M charges to be made to the Bidder on annual basis in the last quarter.

The annual O&M charges for the third year as quoted by the bidder shall be considered for the 1st & 2nd year for compensation purposes.

6.9 LIAISONING

It shall be the responsibility of the Operator to liaison with the State Government, concerned Renewable Agency, State Transmission & Distribution Companies, CEIG or any such agency / department which may be required for expediting the project.

6.10 O&M PERFORMANCE GUARANTEE

The Bidder shall submit a Bank Guarantee one month prior to completion of free O&M period for an amount equivalent to 7.5% (seven & a half percent) annual O&M charges for the year. Every year a fresh bank guarantee shall be submitted by the Bidder, having validity of 13 months, one month prior to expiry of the previous Bank Guarantee or the existing bank guarantee can be extended suitably every year till O&M contract remains with the Bidder.

Such Bank Guarantee shall be given in the Performa as per Annexure – III/IV.

6.11 INSURANCE

By OIL

Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary, and any other purpose, as deemed fit by OIL, shall be taken by OIL regularly during O&M contract period. In case of any loss/ claim under the policy, O&M contractor shall immediately inform the same to OIL & file the claim with Insurance Company on behalf of OIL. Thereafter, Contractor shall submit all the required documents to Insurance Company and take all the measures required to protect the interest of OIL for settlement of claim.

The Contractor shall replace the damaged equipment without waiting for settlement of insurance claim. OIL will bear the cost of replacement/ repair over and above the insurance claim, if any, except for damages due to fire, theft & burglary. The cost of replacement/ repair shall be mutually decided. In case the claim is rejected by Insurance Company due to any reason the same will be borne by the Contractor.

In case of claim against fire (not attributed to Force Majeure), theft & burglary, OIL shall only reimburse the amount of claim received from Insurance Company to Contractor and the balance amount has to be borne by the Contractor

By Bidder

Bidder shall provide or obtain and maintain in force throughout the period of contract the following insurance coverage:

- Insurance to cover third party liability along with an undertaking indemnifying the Owner from any such claim.
- Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works including the sub-contractor.

- Contractor shall also effect and maintain any and all other insurance, which he may be required under any law or regulation or practice from time to time.
- The Contractor may or may not take MBD insurance policy but it would be the responsibility of the Bidder to operate and maintain the wind farm and all the associated equipment at his own cost during the entire O&M period for which OIL shall pay the agreed O&M charges only. Any replacement / repair / modification of any item / equipment shall be carried out by the Bidder at his own cost during the entire O&M period, so as to have minimum machine down time. OIL shall not be responsible for any break down / failure of any equipment due to any reason thereof except for Force Majeure / Fire & Allied Perils Events or extraneous reasons. In the case of any delay/ lapse on the part of O&M Contractor in restoring the operations beyond the time periods to be finalized with the successful bidder before signing of the O&M contract, the loss in generation would be charged to the O&M Contractor.
- The Contractor shall take all pre-cautions to prevent fire of any nature in the area of jurisdiction of his operations and in case of any losses arising out of such accidents, due to negligence on the part of the Contractor or Sub contractor, has to be borne by the Contractor.
- The contractor shall replace the damaged equipment without waiting for settlement of insurance claim. In the case of any delay / lapse on the part of O&M Contractor, the loss would be made up by them.
- The scope / type / form of insurance cover mentioned elsewhere in this bid, for the scope of the project for the quoted O&M period, would be superseded by this Clause.(Refer clause 4.8)

6.12 MEASUREMENT OF ENERGY AND METERING

6.12.1 Metering Systems:

The Operator shall maintain the Metering System (which shall include ABT / TOD IEGC compliant meter, current and potential transformers and metering equipment). The Metering System will be designed and installed conforming to requirements of State utility so as to measure outgoing energy and power delivered by the WEG to the State grid at the delivery point, i.e. point of inter connection and also for the import of energy for any purpose. Metering equipment shall comply with the requirements of State utility Grid Code but shall not be inferior to 0.2 accuracy Class. Meter reading shall be done jointly with Power Utility Engineer on monthly basis or at mutually agreed time interval. The meters should be compliant to data transfer to SLDC as per their requirement.

6.12.2 Testing of Meters

The Owner shall have the right to carry out inspections of the Metering Systems from time to time to check their accuracy.

All testing and metering equipment shall conform to the relevant IS / TRASCO / DISCOM standards.

If either the Operator or the Owner finds any inaccuracy in the Metering System, the

operator or the Owner, as the case may be, shall notify the other party in writing within 24 hours for a joint inspection and testing from TRANSCO/DISCOM/ or other agreed agency.

6.12.3 Sealing and Maintenance of Meters

The Metering System shall be sealed in the presence of both parties or in the presence of DISCOM's Engineer.

When the Metering System and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Operator on priority.

Breaking of meter seals shall not be done except in case of any requirement by State power utility for testing/calibration. Even in such case the Operator shall immediately inform the Owner of such requirement to enable Owner for deputing its representative. All testings/calibration of metering system shall be done by State power utility officials only.

6.13 O&M CHARGES

The Operator shall be responsible for Comprehensive Operation and Maintenance of the wind power project for a period of twenty (20) years from the date of stabilization of the last WEG in the wind farm. Initially the Order shall be for 10 (ten) years period including first two years of free O&M at the accepted rates. This O&M Contract shall be renewable for further term of 10 (ten) years on the same terms and conditions but at the mutually decided rates during 10th year of operation based on the conditions prevailing at that time. However the revised rates should be in line with the rates in vogue at that time and to be finalized in the first half of 10th year. Further, the escalation from the 12th year onwards is capped and shall not be more than 5 % per annum

Payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair / replacement / modification of any equipment or system for the entire period of 20 years so as to give 95% machine availability for 20 years. The rates shall also be inclusive of tools & tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the Owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the Bid Closing Date and Time prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any amount is payable / levied to/by TRANSCO / DISCOM, etc, on account of low power factor or any other account of wind farm, (except charges for reactive power within 5% of total generation) the same shall be deducted from the operator's remuneration or from other due payments/Bank Guarantees.

Subsequent to the date of submission of offer by the Contractor, if there is a change in taxes, levies, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this contract, the Company / the Contractor shall reimburse/pay the Contractor/ the Company for such additional / reduced cost actually incurred.

6.14 PAYMENT

Payment period shall be on quarterly basis at the end of each quarter. The operator shall submit bills in respect of the quarter ended in quadruplicate after the end of

each quarter for the payment after submission of PBG as per Clause no.6.10. Quarterly payment will be released on production of the following documents:

- Guaranteed Availability of machine as per contract In case the actual machine availability is less than Guaranteed then payments would be released after necessary price discount as per terms of Contract.
- Record of major components / sub-systems repaired or replaced during the quarter.
- Record of preventive maintenance carried out by the Contractor during the quarter and preventive maintenance plan for next quarter.
- Statement of month wise charges billed by the utility for reactive power drawal along with documentary evidence. Payments would be released after adjustment of the same from the payable amount
- Working of monthly machine availability for each WEG with details of schedule and breakdown maintenance hours duly certified by the O&M in-charge.
- Working of Transmission losses on monthly basis in each Quarter. If the actual annual transmission losses are more than guaranteed then payments would be released after necessary price discount as per terms of contract.
- Other reports mentioned in Scope of work like Breakdown details along with remedial actions taken, Break up of down times – Technical & Non-Technical, Error trend, Component failure details, ROW – Reasons & remedial actions taken
- Working of Grid availability monthly / quarterly along with monthly statement of grid failure hours , load shedding hours caused by Transco for the quarter, based on the SCADA / log book records at GSS, certified by O&M site in-charge of the contractor
- Compliance of various rules regulations, grid code and scheduling & forecasting without any UI penalties on OIL for each quarter.
- A certificate for compliance to the existing laws for employment of the manpower, and payments for statutory taxes and duties.

6.15 SUBMISSION OF DAILY & MONTHLY GENERATION DATA STATEMENT

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through e-mail and /or made available through Customer Relation Manager (CRM) to Owner.

Monthly Generation data statement for net energy delivered to the Utility duly certified by their authorized official shall be furnished to Owner by the Operator not later than 10th day of the following month/ as per state utility practice.

The Operator shall coordinate with the DISCOM's/required agencies for revenue realization.

6.16 OPERATOR'S OFFICE AT SITE

During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at site(s). Such person deputed by the Contractor shall report to the Consultant's Site in-charge, for smooth execution and

timely commissioning of the work. The Contractor shall also provide and maintain a site office, at the site, for the use by the owner / its consultant / representative.. Such office shall be open at all reasonable hours to receive instructions, notices or other communications. The Contractor shall be responsible for any misconduct/indiscipline by his employees or sub-Contractor/agent employee's .The Contractor shall abide by the instructions of the engineer in charge, if given in this regard.

6.17 POWER OF ENTRY

In case the Operator does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge:

- i) Fail to operate & maintain the plant in conformity with contract document or
- ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the engineer in charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- v) If the operator abandons the works, or
- vi) If the Operator during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Operator's license to operate the plant by his agents, other Operators or workmen.

6.18 HANDING OVER THE PLANT AFTER EXPIRY OF TERM

In the beginning of last year of expiry of term & extension of term as the case may be, the operator shall hand over the plant to the Owner in operationally fit and running condition. The operator shall demonstrate 96 hrs short run test of all WEGs along with the associated major & critical equipment to ensure that plant is operational and in good running condition in accordance with the norms of original equipment manufacturer. While handing over the plant, the operator shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles. The Operator will also hand over all the relevant record/documents.

6.19 DEFECTS / NON ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER

In order that the Operator could obtain a Handing Over certificate, he shall rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators risk and expense and deduct from the final bill such amount as may be decided by the Owner.

All the aforesaid safeguards /rights provided for the Owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

6.20 FINAL PAYMENT

Whenever, in the opinion of the Engineer-in-charge, the Operator has completely performed the contract on his part, the Engineer in-charge will so certify in writing to the Operator.

Final payment to the Operator shall be made after accounting for all the previous payments/advances/adjustments of dues, provided always that Operator furnishes a "NO Further Claim - No Dues Certificate". The release of final payments does not relieve the Operator from his any other obligations as provided for in the contract.

Owner shall deduct statutory taxes at source as per prevailing rates from bills of the Operators.

6.21 FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

6.21.1 If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.
- (b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner.
- (c) In other cases, the decision of the Owner is binding on the contractor.

6.21.2 In such events of clause 6.21.1 (a) or (b) above

- (a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

(b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorized or required to be reserved or retained by the Owner.

6.21.3 Before determining the contract as per clause 6.21.1 (a) or (b) provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

6.21.4 The Owner shall also have the right to proceed or take action as per 6.21.1 (a) or Clause 6.21.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his Creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

6.21.5 Termination of the Contract as provided for in sub-Clause 6.21.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued up to the date of such termination.

6.21.6 Maintenance of Common Facilities

Bidder or its associate company to operate and maintain the Common Facilities for the Life of the Wind Farm in accordance with its Operating and Maintenance protocols.

6.22 DATA FOR QUALIFYING AS CDM PROJECT

The bidder (EPC Contractor) shall provide all the required information/data to Owner as may be asked for fulfilling the requirement for qualifying the wind farm for Clean Development Mechanism (CDM) benefit. The (EPC Contractor) bidder shall also extend all help to Owner free of cost for processing case of CDM shall provide all the required information/data to Owner as may be asked for fulfilling the requirement for qualifying the wind farm for Clean Development Mechanism (CDM) benefit. The bidder shall also extend all help to Owner free of cost for processing case of CDM.

6.23 SCHEDULING & FORECASTING

Scheduling and forecasting process is now required to be implemented in the Wind Sector. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders, Bidder would be responsible for scheduling & forecasting for the ordered capacity on behalf of OIL. The bidder will be paid for these services as quoted by him in Bid Response Sheet No. P-II In case these services are not required from bidder, the bidder should provide all the required data on time to the Agency nominated by OIL. The Bidder shall not be responsible for any financial implication arising out of RRF mechanism as long as the inputs provided are correct and in time

SECTION–VIIA

SCOPE OF WORK (Supply)

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SECTION– VIIA

SCOPE OF WORK (Supply)

The Scope of Supply covered under this specification shall be but not limited to the following:-

7.1 DESIGN, MANUFACTURING & SUPPLY

Design, engineering, manufacture, in house testing and supply at site of suitable low voltage, 50 Hz, upwind / downwind, horizontal axis Wind Electric Generators (WEGs) in the range of 600 kW and above rating complete with accessories as may be required for erection, commissioning and successful continuous operation of 50(+10%) MW capacity wind energy farm with the State grid. The WEGs shall be equipped with current limiting devices and capacitors (in case of induction generators) so as to maintain power factor conforming to the requirement of State grid. Bidder can quote the entire capacity of 50 MW at One/two sites. IRR will be calculated considering AEP of both the sites; however the minimum size of the project at one site should not be less than 25 MW.

Bidder shall ensure compliance with the requirements of “Indian Electric Grid Code” 2010 notified by CERC

The offered model of WEG should be compliant to fault ride through (FRT), Low Voltage Ride Through (LVRT) requirements.

Design, engineering, manufacture and supply at site(s) of towers suitable for WEGs.

Design, engineering, manufacture and supply at site(s) of wind farm internal electrical system.

Design, engineering, manufacture and supply at site(s) of Grid interfacing equipment including transformers, HT lines, panels, kiosks, protection equipment, metering equipment for evacuation of power from the wind power plant to the nearest State grid sub-station.

Design, engineering, manufacture and supply of ABT type meter(s) for recording data regarding export and import of power to/from State grid and also recording KVAH & KVARH data on real time basis.

Design, engineering, manufacture and supply of VAR drawl compensation system, if required.

Design, engineering, manufacture and supply of all control system to give command to WEGs, receive data, processing and getting required report on energy generation, wind speed etc.

Design, engineering, manufacture and supply Centralized Monitoring and Control System (SCADA) on sharing basis for Owner.

Design, engineering, manufacture and supply of any item not specified but essential for the wind farm.

Stocking of adequate spares at site(s) for operation & maintenance of wind energy project. List of such spares to be provided.

7.2 WIND MONITORING MAST

The bid shall include supply, installation and maintenance of one wind monitoring mast (meteorological mast) at the offered site. The wind mast shall be maintained and kept operational till completion of defect liability period. Wind mast shall include all required data loggers, sensors etc. capable of recording data for a minimum of 10 minute intervals. Wind measuring system should be 16 quadrant types and of approved / accredited makes. The height of the wind mast shall be such that primary anemometer is mounted at the same height/level as that of centre of rotor of the WEG under test. Wind vane shall be mounted at a minimum of 1.5 m below the primary anemometer but within 10% of hub height based on its distance above ground level at the wind mast. It shall be mounted so that flow distortion effects are minimized. Temperature and pressure sensors should be located close to the hub height on the wind mast at a minimum of 1.5 m below the primary anemometer. If a control anemometer is used it should be located close to the primary anemometer in order to provide good correlation between the two instruments. Necessary instrumentation for measurement of instantaneous wind speed, direction of wind flow, atmospheric pressure & temperature and RH should be installed. Raw wind data for continuous one year shall be gathered by the wind mast. The raw wind data and wind frequency distribution for this period shall be given to OIL on monthly basis and for the full year as well.

Installation & commissioning including stabilization of wind mast shall be done before completion of stabilization period of wind farm and data collection by wind mast should start soon after commissioning.

The monitoring wind mast can be a new wind mast in the wind farm (of OIL) or the wind mast installed for the purpose of Power Curve Performance Test or the existing wind mast if the same is within the wind farm. In all the cases measuring equipment including sensors should be freshly calibrated.

7.3 DOCUMENTS & DRAWINGS

7.3.1 Following documents in three copies each shall be submitted to Owner as well as Consultant for review and approval:

Detail Technical Specifications.

General Arrangement Drawing.

Contour plan for the land area.

Micrositing plan & wind farm layout.

Layout diagram of the WEG protection system and control system

Schematic diagram for entire evacuation system and transmission loss calculations.

G. A. drawings for overhead lines along with all types of structures, 33kV switchyard & Interfacing.

Quality Assurance Plans.

Copies of type test certificates along with test reports, routine and acceptance tests for major components.

7.3.2 Submission of all the drawings on "as built" basis covering all changes/modifications, if any, due to site(s) conditions in four sets to Owner/Consultants after commissioning of the project for record purpose.

- One soft copy of as built drawings shall also be submitted.
- O & M Manuals in four sets.

7.3.3 The Contractor shall forward to Owner/Consultants Schedule of supply within a week's time from the date of Award of Contract.

SECTION–VIIB
SCOPE OF WORK
(ERECTION, TESTING & COMMISSIONING)

SECTION-VIIB

SCOPE OF WORK (ERECTION, TESTING & COMMISSIONING)

The Scope of arrangement of land, Installation, Testing & Commissioning covered under this specification shall be but not limited to the following.

7.4 LAND, LAND DEVELOPMENT & LAND TRANSFER

7.4.1 Acquisition and transfer of ownership of Land and/or Right of Way/Use for Land required for

- i) Installation of 50MW (+10%) Wind Energy Project for power generation in the State of Gujarat and / or Madhya Pradesh.
- ii) Construction of internal roads required for smooth & trouble-free O&M
- iii) Construction/development of proper approach roads to the project site
- iv) Approach roads can be on sharing basis but bidder will furnish documentary proof showing that land for such approach roads belongs to him or he has the Right of Way/Use.
- v) Setting up T&D network, transmission lines, transformers and evacuating the power generated from wind turbines up to the nearest TRANSCO/DISCOM Grid as point of interconnection

7.4.2 Arranging necessary statutory approvals & permissions from the concerned departments/authorities required for above. Bidder shall furnish copies of Govt. Policy (ies) applicable/in force for acquisition & transfer of land applicable to wind energy projects for the type of land offered.

7.4.3 All expenses required to be incurred for the above including statutory fees, stamp duty, logistic expenses etc. shall be borne by the bidder/contractor.

7.4.4 Technical Requirements of the offered Land

The land offered by the bidders should meet the following requirements

- (a) Only those sites shall be accepted where wind resource assessment (WRA) has been carried out by installing wind mast of preferably 50m height and measurement of wind-data for at least continuous one year period as per established industry practices/MNRE/NIWE/State nodal agency guidelines. The sites should have authentic wind resource assessment data to ensure estimation of long-term energy output from the wind-farm and meeting the techno-commercial viability of the project.
- (b) It is desirable that the bidder furnishes wind-data and energy output records of adjacent wind-masts or wind farms during recent years to Owner during energy estimation validation to be submitted in the bid for correlation of data with the offered wind farm.
- (c) The Bidder is required to quote for tendered capacity of the project. Bidder can offer wind energy project at a single site or maximum two sites. The sites can be in any State or both the States. The minimum capacity that a Bidder can quote at

one site is 25 MW. The remaining tendered capacity has to be quoted for the second site.

- (d) A single site would be defined as the cluster of WTGs installed at the same location connected to a single pooling sub-station.
- (e) The farthest wind turbine of wind farm in the offered land shall not be more than 10 km from the reference wind mast to enable Owner carry out prediction of estimated energy yield of the offered wind farm for long term basis with reasonable accuracy.
- (f) In case of land purchased on foot print basis, developer shall leave minimum distance of $\frac{1}{2}D+5m$ as boundary distance from the Centre of the proposed WEG from the neighboring land.
 - (i) Boundary distance of $0.5D + 5m$ in all four directions from the WTG (where D is the WTG rotor diameter) if there is no building, school, residential place etc nearby.
 - (ii) Boundary distance of Tower height + $0.5D + 5m$ in all four directions from the WTG (where D is the WTG rotor diameter) if location is nearer to building, school, residential place etc.

7.4.5 Legal Requirements of Land

There could be three types of land for development of wind farm project i.e. (i) Private Land; (ii) Revenue (or Government) Land & (iii) Forest Land. Bidder can offer for any of the land for the project. Transfer of land shall require to be done depending upon of type of land offered by Bidder in the following manner

(I) Private Land

Private land, if offered, should have clear title and should be transferable to Owner. The Bidder shall furnish the following documents along with the bid:

- i) Agreement to sell / Agreement to Lease of the offered land with the actual land owner.
- ii) An appropriate extract of Government land record showing details, such as the name of owner(s), identification of the piece of land, type of land, area, details of tax paid etc. in respect of the offered land.
- iii) An undertaking on a non-judicial stamp paper of requisite value stating that in the event of Award of Contract by Owner to the Bidder, land shall be transferred to Owner, without any other consideration free from all encumbrances.
- iv) In case the Agreement to Sell / Agreement to Lease is executed with an agency other than the Bidder, then the development agreement/MOU between the Bidders and the land supplying agency shall also be submitted.

The successful bidder shall be required to ensure the following while transferring land in favour of Owner:

- i) The seller from whom the Bidder/Bidder's nominee/3rd Party is buying the land has a clear title to the said land
- ii) Validity of the said Agreement to Sell shall be maintained or extended, if required, at least up to the validity of the Bid and it must also provide

reasonable time (of 60 days) for executing sale Deed with OIL from the Letter of Award (LOA).

- iii) Agreement to sell should provide that the Sale Deed will be executed and duly registered in favour of Bidder or Bidder's nominee.
- iv) The land use in the records/policy of the Government does not prohibit the purpose for which the land is being procured i.e. setting up of a wind energy project and allows change of land use for allowing setting up of a wind energy project.
- v) All taxes, legal dues, charges, incidental/logistics expenses etc. for the said land applicable up to the period of execution of Sale Deed in favour of Owner by the Bidder shall be duly paid to the concerned Authority by the Bidder.
- vi) Obtain permission of competent authority for Non Agriculture (NA) use of agriculture land for wind farm project.

(II) Revenue Land (Govt.) Land:

In case the offered land is Government land for which requisite amount has been deposited to Revenue department / Nodal Agency by the Bidder or its subsidiary or Bidder's group company & suitable agreement is signed between the District Collector & the Bidder or its subsidiary or Bidder's group company or official Letter of Allotment from State or its agency is issued, then land should be sub-leased for at least 25 years or as per State Government policy from the date of commissioning

If the land has been allotted to a third party with whom the Bidder has signed an Agreement to Transfer such land to Oil India Limited without consideration, then the land should be subleased to Oil India Limited for at least 25 years (or as per State Government policy) from the date of commissioning. The bidder is responsible for completing the formalities and ensuring the sublease in name of Oil India Limited. Transfer/sublease in the name of Oil India Limited shall be done as per state policy.

If Allotment Letter of competent authority is not available the recommendation of allotment of offered land from the Nodal Agency will be considered subject to submission of Allotment Letter of competent authority within 60 days of Techno-commercial bid opening.

(III) Forest Land:

The bidder must have at least Stage-1 clearance of the offered forest land from Ministry of Environment and Forests as on the bid submission date. The Bidder shall be required to fulfil/comply all the requirements mentioned by MoEF in Stage-1 clearance and obtain Stage-2 clearance within a period of 4 (four) months from the date of opening of Techno-commercial bid.

Lease transfer of the forest land in favour of Oil India Limited shall be got done for a period of 25 years or as per the conditions laid down by MoEF while according clearance of the land.

In case of Forest land the lease transfer shall be for balance period as available with the bidder at the time of lease transfer which shall be more than 25 Years

- 7.4.6 Bidder shall indicate minimum area of land for installation of each WEG as well as for approach road etc. The approximate area of land of the wind farm to be transferred/sub leased/leased /transfer - to Oil India Limited is to be indicated in the offer irrespective of the type of land offered.
- 7.4.7 Approach road may be on sharing basis but bidder will give documentary proof showing that land for such approach road belongs to him or have right of way.
- 7.4.8 Building of approach roads to Wind farm and internal service roads
- 7.4.9 Land development activities, obtaining all clearances related to land development, civil works including administrative building having control room, store, office, amenities, water arrangement, extensions etc.
- 7.4.10 To comply with all the rules and regulations already in force and formed by the statutory and local bodies notified from time to time effective at the time of submission of bid. In case change /new in statutory charges imposed after submission of bid same will payable by Owner.
- 7.4.11 Obtain permission of competent authority for Non Agriculture (NA) use of agriculture land for wind farm project.

7.5 STATUTORY APPROVALS

Obtaining statutory approvals / clearances, wherever required, from Government departments but not limited to the following:

- Airports Authority of India
- Pollution Control Board
- State Renewable Energy Development Agency
- State Power Utilities viz. Transmission Company / Distribution Company
- Electrical Inspectorate (CEIG)
- Forest Department and
- Arranging PPA with State DISCOMs
- Other applicable permissions / clearances relevant for the offered site(s).

7.6 ERECTION, TESTING & COMMISSIONING

- Micro-siting of all the WEGs
- Construction of civil foundations for WEG towers.
- Transportation of all materials from the site(s) store to WEG locations.
- Erection of WEG towers on foundations.
- Installation of WEGs on erected towers.
- Installation, testing and commissioning of unit substation for WEGs and adequate internal evacuation system for 50 (+10 %) MW wind farm of Owner. The power evacuation system beyond unit substation of WEGs will be on shared basis.
- Testing and commissioning of WEGs.

- Installation, testing and commissioning of Grid interfacing equipment including transformers, HT lines, panels, kiosks, protection equipment, metering equipment for evacuation of power from the wind power plant to the nearest State grid sub-station
- Installation, testing and commissioning of ABT meter(s) for recording data regarding export and import of power to/from State grid and also recording KVARh & KVARh data on real time basis.
- Installation, testing and commissioning VAR drawl compensation system, if required.
- Installation, testing and commissioning of Centralized Monitoring and Control System (CMCS) for remote operation of the WEGs, receiving the data relating to WEGs, processing and getting required report on energy generation, wind speed etc. This facility for Owner wind farm shall be on shared basis.

7.7 POWER EVACUATION

The bidder should have any of the following arrangements for Power evacuation.

1. Approval from TRANSCO / DISCOM for power evacuation facility for the wind farm in bidder's own name.
2. An Agreement with a third party, an individual or Company having approval from TRANSCO / DISCOM for providing power evacuation facility for the project, with no additional cost to OWNER. Bidder should clearly indicate the name of individual /company having approval of power evacuation.
3. The bidder shall furnish the Agreement along with the bid confirming reservation of adequate power evacuation capacity for the project.(BRS 15)

7.8 INFRASTRUCTURE

Suitable arrangement of water to be ensured to cater the day-to day requirement of drinking water and other needs of wind farm during entire O&M period.

Construction of approach roads and internal roads in wind farm.

7.9 SHARED FACILITIES

The Facilities which shall be used either exclusively (if it is in the exclusive user of the Wind Farm) or on sharing basis by investors in the Wind Farm (if OIL is not the exclusive user of the Wind Farm) including (but not limited to) the following:

- All internal roads including approach roads to WEGs in the wind farm
- Internal evacuation system of wind farm consisting of 33 kV (or applicable voltage) lines including spur lines from individual WEG and associated equipment for transfer of wind power generated from WEGs to pooling station of wind farm.
- Pooling station consisting of EHV transformers (if required), associated equipment, control system, structures, metering system, control room building, stores etc for stepping up of voltage from internal evacuation system to appropriate State grid voltage system.

- Control room, office building, stores and any other civil structure in the wind farm.
- Central Monitoring & Control System (CMCS) including cables
- Communication network.
- Water supply arrangement.
- Firefighting device.
- Safety & security system of wind farm.
- Lighting system.
- Amenities for O&M staff and visiting officials.

7.10 MANPOWER & UTILITIES

The EPC Contractor shall give details of competent & eligible manpower to be deployed at the site(s) for store management, installation, testing & commissioning of wind energy project.

Deploy at site(s) adequate qualified manpower, cranes, special tools & tackles, required consumables, measuring & testing equipment. Arranging construction power & water as required for installation and commissioning of the project.

7.11 GENERAL

To discharge obligations relating to retirement / Superannuating benefits to employees or any other benefit accruing to them in the nature of compensation, profit in lieu / in addition to salary, etc. for the period of service with the Contractor.

SECTION–VIIC
SCOPE OF WORK
(OPERATION & MAINTENANCE)

SECTION–VIIC

SCOPE OF WORK (OPERATION & MAINTENANCE)

7.12 OPERATION AND MAINTENANCE

SCOPE

Owner intends to entrust the operation and maintenance (O&M) of the 50 (+10 %) MW wind farm on comprehensive basis to the Contractor on turnkey for 20 (twenty) years including 2(two) year free O&M period during warrantee.

The period of comprehensive O&M of 20 years shall be into two blocks. Each block shall be ten (10) year duration. Two years of free O&M period shall be in the first block.

The bidder shall quote rates for Comprehensive O&M for the first block on yearly basis from 3rd year to tenth year.

The Operator shall be responsible for Comprehensive Operation and Maintenance of the wind power project for a period of twenty (20) years from the date of stabilization of the last WEG in the wind farm. Initially the Order shall be for 10 (ten) years period including first two years of free O&M at the accepted rates. This O&M Contract shall be renewable for further term of 10 (ten) years on the same terms and conditions but at the mutually decided rates during 10th year of operation based on the conditions prevailing at that time. However the revised rates should be in line with the rates in vogue at that time and to be finalized in the first half of 10th year. Further, the escalation from the 12th year onwards is capped and shall not be more than 5 % per annum.

The Contractor shall be responsible for all the required activities for maintenance and successful running of the WEGs for optimum energy generation as well as maintenance of associated facilities of the wind farm.

Deputation of Engineering and other supporting personnel.

Deputation of security personnel.

Keeping the WEGs in operational mode so as to get optimum energy generation from the wind energy project.

Monitoring controlling, troubleshooting maintaining of records, registers.

To maintain proper and adequate inventory of all spares, consumables and fixing / application of the same as per WEGs

Conducting periodical maintenance check, testing over hauling and taking preventive action for smooth running of wind farm as required.

General up keep of all equipment, building, roads etc.

Submission of daily/periodical reports to Owner for energy generation & operating conditions of the wind farm.

Taking care of all the security aspects of the wind farm.

Continuous monitoring of performance of the Wind Electric Generators and regular maintenance of the whole system including WEGs, transformers, overhead lines, outdoor kiosks, switchgear, equipment etc. for extracting and maintaining the maximum energy output from the wind farm.

7.13 GENERAL

To maintain at the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility.

To perform or contract for and oversee the Performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.

To maintain and up-keep control room, all internal roads, tool room, stores, equipment, etc. in workable conditions.

To discharge obligations relating to retirement/ Superannuating benefits to employees (of the contractor) or any other benefit accruing to them in the nature of compensation, bonus / in addition to salary, etc. for the period of service with the Contractor.

7.14 OPERATION AND PERFORMANCE MONITORING

Operation part consists of deputing necessary manpower required to operate the wind farm at the optimum capacity.

Daily work of the operator in the wind farm shall include logging the voltage, current, power factor, Active and Reactive Power output of the 50(+10%) MW wind farm, keeping batteries in healthy state, individual WEG's output data once a day. The operator shall also record failures, interruption in supply and tripping of different relays, reason for such tripping, duration of interruption etc. and inform Owner of such interruptions with details very next day of occurrence. Necessary auto data recording instruments will be provided by contractor.

The operator shall record daily and monthly energy output of each WEG. Monthly Performance reports indicating turbine wise energy production, down time, capacity utilization factor, machine availability etc. shall be prepared for each WEG as well as for the wind farm and furnished in soft mode to Owner in the first week of the following month.

Wind mast as defined at clause 7.2 will be available for two years. Contractor will provide monthly wind DATA to Owner/Consultant for Energy assessment. Actual Energy output will be compared with Energy assessment.

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through e-mail and /or made available through CRM to Owner.

Monthly performance of each WEG based on the following parameters shall be prepared and submitted to Owner on 10th of succeeding month

- a. Daily generation data
- b. Details of preventive maintenance activities carried out during the month

- c. Breakdown details along with remedial actions taken
- d. Break up of down times – Technical & Non-Technical
- e. Error trend
- f. Component failure details
- g. ROW – Reasons & remedial actions taken

Annual report of wind farm will also be prepared on above points shall be submitted in the month of April every year.

OWNER at its discretion may get the performance checked from an independent technical consultant.

7.15 PREVENTIVE MAINTENANCE

The Contractor shall draw the preventive maintenance schedules for daily, monthly and yearly and attend to the breakdowns keeping in view that the machine availability is always as per clause 6.6. A copy of such Preventive Maintenance Schedule shall be submitted to the Owner.

The Contractor shall carry out the periodical/plant maintenance as given in the manufacturer's service manual and perform minimum two certified services per annum. Such programme for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and spirits.

Regular periodic checks of the WEGs shall be carried out as a part of routine preventive maintenance during low wind period. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the manufacturer at least for 2 years are to be kept for usage.

Maintenance of other major equipment involved in wind energy farm are step up transformers, overhead line equipment, switchgear outdoor 33 kV/22 kV/11 kV VCB kiosk and metering panel. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators and applying Vaseline on insulators if required, shall also be carried out at every 3 to 4 months interval. Resistance of the earthing system as well as individual earth resistance is to be measured and recorded every month. If the earth resistance is high suitable action shall to be taken to bring down the same within the limits. The frequency of schedule maintenance shall be as per OEM schedule/instructions.

Maintenance record is to be maintained by the operator to record regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken for attending to the breakdown, duration of the breakdown etc.

Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WEG's, shall be carried out preferably during the non-windy season.

The Contractor shall deploy enough manpower at wind farm site(s) to carryout work instructions and preventive maintenance schedules as specified. The Contractor shall keep at least one skilled and experienced supervisor at site(s) on permanent basis to supervise the jobs that are being carried out at site(s).

The Contractor will attend to breakdown jobs immediately for repair / replacement / adjustments and restore operations at the earliest during the currency of O&M Contract.

The Contractor shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M Contractor would be solely & fully responsible / liable to pay for any losses/damages/claims, etc. and Owner will be fully indemnified for such losses / claims.

The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act, 1936; Minimum Wages Act, 1948;

Employer's Liability Act, 1938; Workmen's Compensation Act, 1923; Industrial Disputes Act, 1947; Employees State Insurance Act, 1948; Contract Labour (Regulations & Abolishment), Act 1970 or any other law relating thereto and rules made there under from time to time.

The Contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.

The Contractor shall ensure that all safety measures are taken at the site(s) to avoid accidents to his or his Co-Contractor or Owner's Workmen.

If in the event of negligence or mal-operation by the Contractor's operator any failure of equipment take place such equipment should be repaired / replaced by Contractor free of cost within a reasonable period of time.

7.16 STATUTORY CHARGES & LEASE RENTAL CHARGES

Statutory charges like CEIG annual charges, annual meter testing charges, joint certification charges etc., lease rental charges or any other charges as may be required to be paid to such statutory agencies shall be in the scope of the Owner & shall be paid by the Owner from time to time post commissioning of project. For such payments contractor has to inform one month in advance to the Owner.

7.17 QUALITY SPARES & CONSUMABLES

In order to ensure longevity safety of the core equipment and optimum Performance of the system the Contractor should use only genuine spares of high quality standards as recommended by manufacturers (OEM).

7.18 TOOLS AND TACKLES

The Contractor shall arrange for all the necessary tools and tackles including crane for carrying out all the maintenance work covered under this contract.

7.19 SECURITY SERVICES

The Contractor shall arrange proper security system including deputation of security personnel at his own cost for the check/ vigil of the wind farm.

7.20 TRAINING

Providing a detailed training plan for all operation, maintenance procedures, which

shall after approval by Owner, form the basis of the training program. Contractor shall impart training on site to 6 Owner engineers in O&M of Wind Energy Generators and associated equipment for two weeks. Boarding and lodging expenses of the trainees shall be borne by Owner.

7.21 SCHEDULING AND FORECASTING

Scheduling and forecasting process is now required to be implemented in the Wind Sector as the Central Electricity Regulatory Commission (CERC) have notified a Regulation named Indian Electricity Grid Code Regulations (IEGC), 2010 on April 28, 2010 for helping and maintaining the Grid discipline and also formulate rules related to the operating parameters of the Indian Grid across the country. CERC has also issued IEGC Regulations, 2010 under clause (h) of subsection (1) of Section 79 read with clause (g) of sub-section (2) of Section 178 of the Electricity Act, 2003. As per CERC Order dated 16th January, 2013 the implementation date has been fixed as 1st July, 2013. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders, Bidder would be responsible for scheduling & forecasting for the ordered capacity on behalf of the Owner. The Operator shall not be responsible for any financial implication arising out of RRF mechanism. Operator shall provide Communication Connectivity of pooling station to TRASCO/DISCOM Grid for the purpose of scheduling & forecasting.

SECTION–VIII

TECHNICAL SPECIFICATIONS

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SECTION–VIII

TECHNICAL SPECIFICATION FOR WIND ELECTRIC GENERATORS (WEGs) AND ELECTRICAL SYSTEM FOR INTERFACING WITH GRID

Specifications mentioned under this section are general in nature, just to elaborate our requirement. However, WEGs offered must be in line with the requirement of state utilities and other statutory authorities.

8.1 TYPE AND RATING OF WEGS

The WEGs shall be:

- i. Of rating in the range of 600 kW and above
- ii. Upwind type
- iii. Three blade type
- iv. Horizontal axis with active yawing
- v. Power Regulation (Pitch/Stall)
- vi. Grid compatible type
- vii. Single speed, dual speed or variable speed
- viii. Of having survival wind speed capable to withstand cyclonic effect in the offered area.
- ix. Generator having insulation class 'F' or better.

8.2 GRID CONDITIONS

Bidder shall ensure compliance with the requirements of “Indian Electric Grid Code” 2010 notified by CERC in general & following operating grid condition in particular

Frequency	:	50 Hz, + 2 and (-) 2.5 Hz
Voltage	:	± 10%
Maximum asymmetric voltage	:	2% (Phase to ground) for 60 sec.
Maximum asymmetric current	:	± 10% of nominal current

The WEGs shall have adequate protection and control to operate in parallel and synchronized manner with State grid. The tolerance limits indicated may, however, be exceeded in actual conditions and the WEGs shall be protected from damages against such exceeding of limits. WEG should be compliant to fault ride through (FRT), Low Voltage Ride Through (LVRT) requirements.

8.3 DESIGN CRITERIA

The WEGs shall be designed to have a life of not less than 20 (twenty) years for continuous operation. Bidder shall indicate the list of components whose life may be less than 20 (twenty) years, indicating approximate actual life of such items. The

WEGs should be suitably designed to perform satisfactorily at rated capacity in Indian climatic conditions with particular reference to offered site. The WEGs shall be designed to accept Indian make sub-components and consumables such as contactors, thyristors, fuses, lubricants etc. All material, components, sub-assemblies and equipment should be absolutely brand new. The blades should be designed based on standard specifications such as IEC 61400-1 which may be indicated by number, date of issue, authority of issue.

8.4 LOCAL CONTROL SYSTEM (LCS)

Each WEG shall have a Local Control System (LCS) and it shall be designed for automatic, unattended operation based on a microprocessor/PLC-controlled system with a power backup. The microprocessor and power control units shall be located properly and well ventilated. In case of tubular tower the LCS shall be capable of operating satisfactorily at such temperature that may exist inside the tower without exceeding the permissible temperature rise. The LCS shall be able to display basic operating functions of the WEG and also the provision for stopping and restarting the WEG. In case offered WEG model does not have the display in the local control system laptop should be made available during the visit of owner to view the display at LCS.

The LCS shall communicate with Central Monitoring & Control System at Master Control Room for operation, monitoring & control of all the WEGs, for display & record of important parameters, for providing annunciations (or error messages) and stop, display & restarting of WEGs again on acceptable conditions.

The LCS shall have following features:

A. Display and record the following parameters:

- i. Power (kW)
- ii. Voltage (V), of all the three phases in RMS values.
- iii. Frequency (Hz)
- iv. Current (A) of all the three phases in RMS values.
- v. Power factor
- vi. Rotor Revolution Speed (rpm)
- vii. Brake activation
- viii. Maximum power generated (kW) with time of generation
- ix. Cumulative energy production
- x. Cumulative active energy consumption from grid
- xi. Cumulative reactive energy consumption drawn from grid
- xii. Energy production for the grid (kWh)
- xiii. Operation time of generator
- xiv. Status of wind turbine
- xv. Yaw angle
- xvi. Wind speed (m/s) and direction of wind flow.
- xvii. Actual reactive power consumption (kVAr)

- xviii. Temperature of generator, gear box, nacelle and control panels
- xix. Hydraulic oil pressure
- xx. WEG availability period
- xxi. Lull period

B. Annunciations for the following conditions

- i. Low oil level or pressure in gear box
- ii. Yaw failure
- iii. Cable twist
- iv. Control system failure
- v. Excessive vibration in nacelle
- vi. Worn-out brake pads
- vii. Abnormal temperature in generator, gear box, yaw motor, and control panel
- viii. Grid failure i.e. frequency error, excess current asymmetry, voltage failure
- ix. Over speed of rotor and generator
- x. Activation of emergency stop brake
- xi. Failure of capacitor units

C. Stop, display and restart again when conditions are acceptable:

- i. Low wind speed
- ii. Excessive wind speed
- iii. Untwisting of cables
- iv. Activation of stop push button (restart when start push button is activated)

D. Stopping the WEG automatically whenever the grid supply fails

E. Auto start of WEG on resumption of healthy grid supply irrespective duration of Grid failure

- F.** The LCS shall be connected with the Central Monitoring and Control System. (SCADA) It should be possible from central monitoring and control system at the master control room to control all the Wind Electric Generators, give commands, record their various data and take out the printed reports of energy generated from the wind power project as a whole and from each WEG, export /import of energy etc.

8.5 START-UP

The WEG must be equipped with a soft start arrangement for limiting the starting current and avoiding peak loads on the grid and excess voltage drop across the generators. The maximum inrush/starting current shall not exceed 1.5 times full load current of the generator.

8.6 GENERATOR

The generator shall be of three phase asynchronous / synchronous type and compatible for 50 Hz grid connection. The generator shall be designed for tropical environment and in accordance with relevant international standards, which should be stated in the offer in adequate detail. The rated output and voltage shall match the varying availability of wind on the one hand and all possible grid conditions on the other. The insulation class should be F or better.

In case variable speed WEGs are offered, the power electronics shall be suitable for Indian grid conditions.

Suitable device to monitor and control the temperature for ensuring proper functioning of all the equipment shall be provided. Successful bidder shall supply a copy of type test report and routine test reports for each Generator.

Generators shall be provided with temperature sensors and installed in the stator winding being part of the generator protection system. Generator windings etc. must be special corrosion protected to cope with condensation problem caused by the high RH –temperature gradient on the site. Generator should be protected against short circuit, earth fault and overload as per relevant IS or IEC code.

8.7 CAPACITORS (if required)

The WEG shall be provided with capacitors in case of induction generators, for maintaining a minimum power factor of 0.95 at full load and as close to unity as possible during the entire range available. The capacitors shall be cut in after the start-up procedure is terminated. Self-excitation of WEG due to capacitors is to be avoided. The bidder shall furnish the rating of the capacitors. Capacitors shall be housed in a separate panel so that proper ventilation is maintained and the heat dissipated from the capacitors shall not affect components in the switchboard. Capacitors should be designed for tropical environment and in accordance with relevant International and Indian Standards which should be stated in the quotation. All penalties/charges payable to SEB due to low power factor and reactive energy consumption beyond prescribed limits shall be borne by the Bidder only. Safety equipment must be provided for switching off the device for the capacitors so as to prevent excess voltage production WEG without being connected to the grid. The rated voltage of capacitors must be equal to the turbine nominal voltage +15%. Capacitors must meet standard IS 2993-1974IEC/EN/VDE. Switching contactors should have proper rating to handle making and breaking capacitor current.

8.8 BRAKING SYSTEM

The WEG shall have the provision for soft braking to avoid excessive loading on parts and structure. Each WEG shall have two independent braking systems and out of the two brakes, one of them may be aerodynamic type and act at 10% (ten percent) over-speed of the rotor. If aerodynamic brake is not provided, the bidder should furnish full details as to how the WEG will be “failsafe”, even when grid power is not available. The bidder along with explanatory notes on their working principle shall indicate expected life of the braking system and the pads.

8.9 TOWER

Tower may be either lattice type, or tubular (steel or pre-stressed concrete) type or

hybrid type. Steel structure portion of tower shall be galvanized, tubular steel /concrete tower may be painted with anti-corrosion paint as per specifications & in accordance with Indian/International standards. Where tubular towers are provided for Stall regulated WEGs using tip spoilers, the tower should preferably have inspection door for tips spoilers checking and maintenance. Suitable numbers of sets of template to fix the foundation bolts in the concrete should be supplied. The tower should have convenient climbing devices and suitable landing platforms. Safety arrangements e.g. rope, belts etc. should be provided. Necessary foundation bolts/anchor plates/stubs should also be supplied. The exposed portion of the foundation bolts should be galvanized/ painted with anti-corrosive paint as per relevant BIS/international codes.

8.10 SWITCH BOARD

For each WEG a switchboard shall be installed which must include all power distribution for the WEG protection systems, soft start, capacitor control etc. The general data for the switchboard are as follows:

Frequency : 50 Hz + 2 Hz (–) 2.5 Hz

Voltage : $\pm 10\%$

Degree of protection:

1. In door air-conditioned areas : IP22
2. In door non air-conditioned areas
 - a. Ventilated enclosure : IP42
 - b. Non Ventilated : IP54
3. Outdoor : IP55

Switch board shall be provided with adequately rated copper bus bar, incoming control, outgoing control etc. as a separate compartment inside the panel to meet the requirements of the CEA/CEIG. All live terminals and bus bars shall be shrouded. The out going terminals shall be suitable to receive suitable runs and size of cables required for the WEG/Transformer rating.

Switchboard shall be designed and manufactured in accordance with the relevant Indian standards/IEC/EN/VDE. Distribution boxes, junction boxes, cold junction boxes, terminal boxes and all field mounted equipment to be furnished as per this specification shall have weather proof protection conforming to IP 55.

Separate control and power panels shall be provided with separate power circuit for isolated operation of control circuit.

8.11 EARTHING & LIGHTNING PROTECTION

Earthlings (or grounding) of WEGs, transformers and all electrical installations shall be under the scope of bidder. All electrical frames shall be effectively connected to earth at least at two points. Material required for earth electrode as well as earth current conductor shall be supplied by the bidder. Combined earth resistance at each WEG shall not be more than two Ohms. Earth electrode shall be designed to withstand the maximum possible short circuit current. Lengths of electrodes shall be

such that the combined earth resistance shall not be more than two Ohms.

Bidder shall provide suitable independent earthing system for protection of blades, nacelle, and tower and step up transformer against any lightning surge. Effective earth resistance on individual electrodes shall not be more than 5 Ohm (Five Ohm) and the combined earth resistance shall not be more than two Ohms. The work shall be executed, as per is IS: 2309 / 3043. Bidder should append a drawing showing the earthing arrangement for WEG and transformer. Care shall be taken to protect electric and electronic equipment within the control panel against any lightning/switching surges which are expected in electrical network. For this purpose the bidder shall provide suitable arrangement in the panels.

The bidder shall provide suitable lightning protection system at the highest possible point on the WEG.

8.12 WIND MONITORING MAST

Refer clause No.7.2.

8.13 ENVIRONMENTAL PROTECTION

Lattice towers shall be galvanized to relevant standards applicable to galvanization of fabricated steel structures. Minimum thickness of galvanizing shall be 120 microns, irrespective of whether it is hot dip galvanized or spray galvanized. These towers will be inspected at site and if damage to galvanization is noticed or the thickness of any section is found inadequate, such tower shall be replaced by the bidder to the satisfaction of the OWNER. Site galvanization or site repairs will not be permitted.

Tubular tower should be painted with anti-corrosion paint in accordance with EN-ISO 12944 (Part-4).

All materials, components and equipment shall function and work properly during the lifetime against deterioration that may be caused due to hostile climate conditions. The bidder shall submit descriptions of protection methods to be used for all components. All exposed iron components such as tower, nacelle and hub should be galvanized. Only hot dipped galvanized bolts and nuts should be used. Switchboards shall have two coats of epoxy painting of 120 microns thickness over two coats of primer. Alternatively these can have powder coating having thickness more than 60 microns.

8.14 MICRO SITING

The bidder shall carry out Micrositing, erection, start-up and commissioning work. The bidder shall be responsible for bringing to site(s) and deployment of all the required tools, cranes and other equipment/instruments required for this purpose. Bidder shall furnish Micrositing data to Consultant for review.

8.15 NIWE APPROVAL

The model of WEG offered should be of type tested design and should have been included in the "List of Models and Manufacturers of Wind Electric Generators / Wind Turbine Equipment" published by National Institute of Wind Energy (NIWE) as on the date of opening of the bids. Bidder shall submit a copy of such updated list published by NIWE with the bid.

8.16 TECHNICAL DATA

The bidder shall furnish technical data and documents complete in all respect as per the requirement of bidding document.

8.17 OPERATION & MAINTENANCE CHECKS

The successful bidder shall carry out O&M checks at regular intervals viz. daily, weekly, monthly, quarterly, half yearly and yearly basis during warrantee period and O&M period for which details of such checks shall be furnished along with the bid.

8.18 ELECTRICAL SYSTEM FOR INTERFACING WITH THE GRID

Each WEG will be connected to grid through unit transformer of suitable capacity and voltage ratio, internal overhead line, common control & metering station(s), if required / common EHV sub-station(s) at wind farm up to grid interconnection point., external overhead line up to the grid sub-station of SEB/ DISCOM's complete with all associated switch gears and materials including the requirement of reactive power management and data communication equipment so as to meet the requirements of State Load Dispatch Centre (SLDC) and State/applicable Grid Code including Connectivity requirements System needs to be designed looking to the requirement for scheduling & forecasting.

Bidder shall design electrical system in accordance with the Indian Electricity (IE) Rules, Chief Electrical Inspector General (CEIG) requirements, Standard Practices of SEBs DISCOM's Code of Practices issued by Bureau of Indian Standards (BIS).

Bidder shall submit complete scheme for grid interfacing & interconnection for wind farm at each site including schematic diagrams and the basis of design & brief specifications of equipment, materials and installations along with the offer.

All equipment / materials shall be suitable for the site conditions and shall be manufactured strictly in accordance with latest relevant Indian Standards published by BIS and all similar materials and removable parts shall be uniform and interchangeable with one and another. Adequate preventive measures shall be taken against hostile climatic conditions like temperature, corrosion, salinity, humidity, sand storms, wind pressure etc.

Electrical installations shall be constructed strictly according to the following:

- I. Relevant Code of Practices issued by Bureau of Indian Standards (BIS).
- II. Electricity Act, 2003.
- III. Statutory requirements by Chief Electrical Inspector (CEI) of the State.
- IV. IEGC notified by CERC
- V. Standard Practices followed by SEBs / DISCOMs
- VI. Central Electricity Authority (CEA) Guidelines.
- VII. Central Board of Irrigation and Power (CBIP) Manuals.
- VIII. Rural Electrification Corporation (REC) Manuals.

Any item not specifically mentioned but found essential for successful operation of electrical system with full safety according to statutory requirements shall be included in scope of work of the bidder.

Unit substation area of each WEG shall be provided with fencing of 1800 mm height.

8.19 MCCB/ACB

MCCB/ACB at the power panel of each WEG provided should take care during full load current exceeding the specified limit.

Each WEG shall have recording facility of generation and consumption of active and reactive energy, instantaneous power and power factor besides other operational data in the local control system.

8.20 CABLES

Power cables for interconnection from generator terminals to power panel; power panel to step up transformer and all other cables used in the wind farm shall fulfill requirement of IEC/BIS codes with a minimum rated voltage of 1100/600 V. Core insulation shall be colour-coded or identified by wrapping colour tapes. The bidder shall furnish size, number of cores and rating of the cables in the bid.

8.21 SOURCES OF COMPONENTS

The bidder shall furnish the make and source of various components of the WEG as per format given in the bidding document. List of preferred suppliers of bought out items are given at Annexure –VI.

8.22 DESIGN IMPROVEMENT

The bidder may suggest for improvement in specifications, if any, of equipment which could yield in better performance of machines. Such suggestions could be discussed based on merits and modifications in the specifications could be considered, if found appropriate.

If any of the agreed change is such that it affects completion schedule, the parties may agree for revised completion schedule before the bidder proceeds with the change.

8.23 TEST / INSPECTION

Refer Clause No. 5.28 of Section-V (Special Conditions of Contract for Supply, Erection & Commissioning) of the Tender document.

8.24 STANDARDS & STATUTORY REQUIREMENTS

The WEGs and other equipment should conform to the relevant International / Indian Standards and shall meet all the CEA/CEIG and local statutory requirements. The Bidder shall furnish the standards adopted by them.

8.25 TECHNICAL INFORMATION TO BE PROVIDED BY THE BIDDER

The successful bidder shall be required to provide three copies of the following information, drawings and documents, within two weeks of the placement of order:

- i) Technical particulars and general data of WEGs, Generator, Rotor, Tower,

Yawing system, Brake system, Gear system (in case of geared machines), Hub, Nacelle, Main shaft, Main bearing, Coupling, Power panel, Control system, Power factor compensation (if required), AC-DC-AC convertor(if required).

- ii) Technical particulars of transformers indicating losses, circuit breakers, current transformers, potential transformers and cables.
- iii) Specification of anti-corrosion treatment.
- iv) PERT/GANTT diagram showing broad time schedule of supply, erection and commissioning.
- v) Protection scheme of unit substation and WEG.
- vi) Micrositing plan of WEGs
- vii) Wind farm layout drawings indicating WEGs, roads, overhead lines, sub-stations, buildings etc.
- viii) G A drawing of entire electrical system for grid interfacing & Interconnection.
- ix) Foundation drawings for towers.
- x) SLD of the evacuation system with conductor size etc like unit substation, 33kV internal overhead line, common group control and metering station, if required, common EHV substation, external overhead line up to the grid substation of the sub-station

8.26 TECHNICAL INFORMATION TO BE FURNISHED AFTER AWARD OF CONTRACT

- i) Description of erection procedure.
- ii) Operation & maintenance and troubleshooting manual including drawing for local control system.
- iii) Equipment drawings and instruction manuals of original equipment manufacturer for major/critical equipment.
- iv) Copies of type test certificates, routine tests and acceptance tests of major items of WEG, transformers and CBs.
- v) Soil test report indicating safe bearing capacity.
- vi) Concrete design mix report.
- vii) Batch test certificate of reinforcement steel and steel used for towers.

8.27 STATUTORY AND OTHER REGULATIONS

All works shall be done as per statutory Acts, Rules and Regulations of the Central / State Govt. and our own Authorities or as applicable.

8.28 PROTECTION AGAINST HIGH TEMPERATURE, CORROSION, DUST STORMS ETC.

WEGs need to be suitably protected against high temperature and dust storms. All equipment shall be designed to withstand high temperature and dust storms of the area where the WEGs will be installed.

All materials, components and equipment shall function and work properly during the lifetime without deterioration due to the aggressive soil, climatic conditions, cyclones

and dust loading. Bidder shall submit protection methods / precautions to be adopted for the satisfactory Performance of WEGs for such conditions, without fail.

8.29 CENTRAL MONITORING AND CONTROL SYSTEM (CMCS)/SCADA

At the project site CMCS on sharing basis with proper software such as SCADA shall be provided. This should be complete with all hardware and software for displaying, recording; monitoring and control of operational parameters of all WEGs. Necessary interface facilities shall be provided. “Supply of Central Monitoring & Control System (CMCS) complete in all respect with necessary software, hardware, cables etc”–The system is to be designed in the manner that the generations, the relevant details& operational parameters sourced from CMCS would be made available to owner on real time basis at its OIL/Consultant designated office through in house customer portal via internet for required analysis and report preparation/forecasting and onward transmission to meet the requirements of State Load Dispatch Centre (SLDC).

Electrical supply from the grid for CMCS room shall be arranged by the contractor which shall meet all electrical load requirements such as lighting, air conditioning, SCADA system, battery charging etc. There shall be an un-interrupted power supply (UPS) system of appropriate capacity for CMCS

SCADA connectivity as above shall be completed on or before completion of stabilization period

Communication Connectivity of pooling station to TRASCO/DISCOM Grid for the purpose of scheduling & forecasting

8.30 WEG FOUNDATION AND OTHER CIVIL WORKS

A) Scope of Work

The scope of work under civil work shall include:

- a. Land development for the wind farm.
- b. Conducting contour survey and soil testing.
- c. Foundations of WEGs.
- d. Switchyard civil works including foundations of step-up transformers & HT switchgear kiosk and structural steel.
- e. Room for housing WEG local control panels (applicable for WEGs with lattice type tower).
- f. Construction of suitable control room for housing the CMCS equipped with air conditioner on shared basis.
- g. Office cum stores building on sharing basis.
- h. Wind farm approach road and internal roads on sharing basis
- i. Basic amenities for staff on sharing basis.

B) Design Criteria

All civil, structural and architectural work shall be designed, supplied and constructed as per latest editions of Indian Codes and Standards with addendums and supplements issued by BIS. Wherever Indian Standards are not available / formulated, applicable BS or International Standards shall be followed. In case of ambiguity between codes, specifications and drawings, the more stringent of them shall govern.

The Bidder shall conduct geo-technical investigation and decide on various design parameters he proposes to adopt for foundation design. No commercial implications for any variations in this regard during execution shall be entertained.

All structures and portions thereof shall be analyzed and designed to sustain various loads and combinations thereof, conforming to the latest revision of applicable Indian Standards, specifications, engineering practice and other technical requirements. All structures shall be designed to sustain worst combination of dead loads plus assigned live loads, equipment, wind, seismic, temperature or other loads it is being subjected to.

Minimum factors of safety against overturning, sliding and hydrostatic uplift adopted for design shall be mentioned by the bidder in the bid.

Stability of structures shall be investigated for loading conditions during construction. However, factors of safety given in relevant Standards and codes shall also be taken care of.

C) Materials & Job Specifications

All materials which may be used in the work shall be of standard quality manufactured by renowned concerns conforming to Indian Standards or equivalent, shall have IS mark as far as possible, unless otherwise approved by Engineer In-charge. The Contractor shall get all the materials approved from Engineer In-charge prior to use. The Engineer In-charge shall have right to determine whether all or any of the materials are suitable. Any materials procured or brought to site and not conforming to specifications and satisfaction of the Engineer-in-charge shall be rejected and the Contractor shall have to remove the same immediately from site at his own expense and without any claim for compensation due to such rejection.

Providing & operating necessary measuring and testing devices and materials including all consumables are included in the scope of work. No separate measurement or payment for testing the work shall be made. The rates quoted for various items shall be deemed to include the cost of such tests which are required to ensure achievement of specified qualities.

D) Detailed Contour Survey & Soil Investigation of the Site(s)

A detailed contour survey with 2 m contour interval in case of uneven land and at 5 m interval in case of even land shall be carried out and drawings prepared by the EPC Contractor. Boundary stones shall be fixed for identification of land along the border of the area. The EPC Contractor shall also be responsible for detailed soil investigation at all WEG locations for the purpose of foundation design.

E) Land Development for site(s) activities

The EPC Contractor shall be responsible for making the site ready by clearing of bushes, felling of trees (if required), leveling of ground (wherever required) etc. for commencing the project.

F) WEG Tower Foundation

i) General

The work shall comprise of design and construction of wind turbine foundations as per locations indicated on the final layout drawings prepared after Micrositing.

The successful bidder shall furnish sources of steel (Reinforcement and structural), cement and concrete ingredients i.e coarse aggregate, fine aggregate, water and admixture. The foundation design shall suit the local soil conditions and the materials used viz. cement, reinforcement steel etc. shall conform to relevant standards. Bidder shall furnish the safe bearing capacity of soil, concrete mix design calculations, and detailed construction drawing for the foundation for the WEGs to OWNER before proceeding with the work. The Contractor shall mention the survival wind speed considered for design of WEG Tower Foundations.

ii) Excavation, back filling and stone pitching

The Contractor shall carry out all excavation works in accordance with the dimensions and levels indicated on the drawings.

The excavated material under above categories shall be kept separately, so that good quality material can be used, as required.

Excavation shall be carried out in accordance with the guidelines given in IS: 3764-1992 "Safety code for excavation work".

Blasting, if required, shall be carried out strictly in accordance with IS: 4081-1986 "Safety code for blasting and related drilling operations" and the latest State laws, regulations and rules. Blasting, if done, shall at all times be carried out under the supervision of fully qualified, experienced and licensed supervisors.

If any damage of any kind occurs, the Contractor shall be solely responsible for such damages or any claims that may arise there from, and shall, at his own expense, carry out repairs or restoration as the Site Engineer may direct.

The Contractor shall obtain written permission of the Site Engineer for each location where the Contractor wants to use explosives.

Back filling of foundation shall be carried out as shown on the drawings or directed by the Site Engineer with suitable materials. Filling materials shall be spread, leveled and thoroughly compacted in layers not more than 20 cm thick or as directed by Site Engineer. Each layer shall be separately compacted to achieve the required state of compaction to be confirmed by FDD test.

Wherever shown on the drawings/ directed by Site Engineer, dry stone pitching shall be placed at suitable locations to protect the slopes. The area to be pitched shall be trimmed and any loose material re-compacted. Pitching

shall be laid on a bed of approved granular material.

iii) Reinforced Concrete & Plain Cement Concrete Works

The works shall consist of making and placing concrete for reinforced concrete works in conformity with the drawings or in accordance with the written instructions of the Site Engineer.

All materials, workmanship and testing shall comply with the latest revisions of the relevant Indian Standards Codes of Practices referred to in these specifications and notes given on the drawings.

Unless otherwise stated in these specifications, the IS: 456-2000 "Code of practice for Plain and Reinforced Concrete", and the standards referred to in this code of practice are applicable to reinforced concrete work.

Water used for all purposes throughout the works shall be according to IS: 456-2000.

Potable water is generally satisfactory but it shall be tested prior to use in works and confirm to the permissible limits outlined as per IS: 456-2000, when tested in accordance with IS: 3024-1964. The pH value of water shall not be less than 6.

Coarse aggregate shall be sampled and tested according to IS: 456-2000 and IS: 2386 (part 1 to 8)-1963 (reaffirmed 1990). To be acceptable, the results shall fall within the grading indicated in IS: 383-1990. Coarse aggregates shall be obtained from natural sources crushed or uncrushed or combination thereof from approved quarries. It shall be hard, strong, dense, durable, clean and free from foreign matters. It shall be roughly cubical in shape and shall comply with IS: 383-1999. Maximum quantities of deleterious materials in the coarse aggregate shall not exceed the limits laid down in IS: 383-1999.

Single sized coarse aggregates shall be graded as specified in IS: 383-1990. Maximum size of coarse aggregate shall be 40 mm for Plain Cement Concrete and 20 mm for Reinforced Cement Concrete.

Fine aggregates shall be sampled and tested according to IS: 456-2000 and IS: 2386 (part 1 to 8) -1963 (reaffirmed 1990). To be acceptable the results shall fall within the grading zones I-III laid down in IS: 383-1990.

Fine aggregates shall be hard, durable, clean and free from adherent coating and organic matter and shall not contain clay. Sand shall not contain harmful impurities such as iron, pyrites, coal particles, lignite, mica shell or similar laminated and other impurities which might affect the durability of concrete or attack the reinforcement.

When tested as per IS: 2386 (part 1 to 8) 1963 (reaffirmed 1990) fine aggregate shall not exceed the permissible quantities of deleterious materials outlined in IS: 383-1990. It shall be obtained from natural sources such as Natural River or pit sand, crushed stone sand or mixture of these alternatives.

The Contractor shall perform trial mixes and preliminary tests of each class of concrete. The selection criteria will be compressive strength, workability and surface finish and shall follow the procedures outlined in IS: 456-2000.

Concrete tests shall be carried out before undertaking the works according to the composition selected for the purpose of the concrete works.

The concrete shall be mixed in a mechanical mixer. The mixing shall be according to IS: 4926-1976 (reaffirmed 1990).

Concreting in unfavorable weather will not be permitted. Precautions outlined in IS: 7861 (part 1)-1974 (reaffirmed 1990) and IS:7861 (Part-2) 1981(reaffirmed 1987) shall be followed.

All concrete surfaces shall be maintained in moist condition and protected against harmful effects of weather, for at least for two weeks of placing.

iv) Shuttering

The works shall consist of supply, fabricating, placing and removing all temporary forms for shaping of concrete, together with all temporary construction required to support such forms. The Contractor shall be responsible for the correct dimensions, alignment, leveling, cleaning and oiling. All shuttering shall be approved by Engineer-in-charge but it will not dilute in any way Contractor's responsibility.

Shuttering shall not be removed before the concrete is sufficiently set and hardened.

v) Steel Reinforcement

The work shall consist of supplying, cutting, bending, placing and fixation of reinforcement bars of the grade, type and size specified on the drawings. Unless otherwise stated in this specification the IS: 2402-1963 (reaffirmed 1990) shall be applied to this work.

Reinforcement shall be high strength deformed bars grade Fe-415, Fe-500 as mentioned in the drawing, confirming to IS: 1786-1985 (reaffirmed 1990). The Contractor shall furnish test documents of steel reinforcements to be used in the works or get required tests done at an approved laboratory.

vi) Anchor Plates/Anchor Bolts/Stubs/Circular Embedment

Anchor plates/Anchor Bolts/Stubs/Circular Embedment along with necessary templates will be provided by the wind electric generator supplier. The Contractor shall be responsible for correct placing and fixation in accordance with dimensions, levels and specifications within the tolerances given on the drawings.

vii) P.V.C Tubing

P.V.C tubing for laying of cables shall be provided as per diameters shown on the drawings. P.V.C tubing shall be of Class-3 and suitable for a working pressure of 6 kg/cm². The P.V.C tubing shall comply IS: 4984-2000 and IS: 7834 -1987. Solvent cement shall be used for jointing of P.V.C. tubing.

viii) Soil Investigation

Records of all soil investigations shall be kept as a part of final project data. Soil investigations shall be carried out in compliance with IS: 1892-1979

(reaffirmed 1987), IS: 1498-1970 (reaffirmed 1987), IS:2720 (part 28)-1974 (reaffirmed 1988), IS:2131-1981 (reaffirmed 1987) or any other pertinent Indian Standard or recognized specification to the approval of the Site(s) Engineer.

G) Control Cabin

In case of lattice type towers for the WEGs, it is essential to provide control cabin for housing the switchboard and local control panels. The control cabin shall be designed to suit the soil conditions. The size of the cabin shall be adequate to house the equipment with required clearances and operating space as required by CEA/CEIG. Cabin shall be constructed by using good quality stones/bricks. The wall thickness shall be minimum 200 mm. Roof slab shall be of RCC as per standard practice. Door, Window, Ventilators shall be of metal construction and painted with 2 coats of paint over two coats of suitable primer. Cable trench as required shall be provided. The Contractor shall furnish the plan and construction details of the control cabin, in the bid, in case the bid is for WEGs with Lattice Towers.

H) Switch yard civil works

Switchyard civil work includes step up transformer plinth, HT Switchgear kiosk plinth, two pole / 4 pole structure foundation, earth pits, metal spreading curb wall in and around switchyard and fencing. The transformer/HT switchgear kiosk plinth shall be made of concrete or dressed stones masonry conforming to relevant standards. The height of transformer/HT Switchgear kiosk plinth shall be decided based on the requirement of ground clearance as per voltage of unit substation.

Earth pit construction shall be of brick masonry with precast RCC (1:2:4) cover. The fencing of the switchyard shall be with GI chain link of 1800 mm height with MS Angle posts. The gate shall be made of steel of the same height as that of the fencing.

I) Building

For the operation & maintenance of wind farm the Office cum control room building of suitable size should be constructed as per relevant Indian Building Standards for common use.

Control room building shall comprise of the following:

- CMCS Room: This room shall house the CMCS and shall be sized suitably as per the requirements of the offered equipment. There should be adequate facilities for officers visiting on behalf of the Owner during their visit to the site which includes sitting arrangement, arrangement of water, electricity etc. The room shall be appropriately air- conditioned to maintain suitable temperatures for personnel & equipment in the building during all climatic conditions.
- Store room: A store room or storage space on sharing basis within the building of appropriate size for spares and consumables shall be provided in the building.

J) Approach Roads & Internal Roads

All the WEGS shall be accessible through approach roads and internal roads

suitably for transporting the plant equipment, spares, cranes & other maintenance machinery. The bidder shall furnish the drawing of approach road/internal road taking into account geographical terrain of the area. Width of the carriageway shall be kept as 5.0 meters.(Minimum) Extra width shall be provided at curves and hair pin bends. For all other minor roads, carriageway shall be of 3.75 m width. Roads shall be provided with proper roadside ditches, under drains and R.C.C pipe culverts as per site requirement to carry out the natural flow of water. Where ever necessary embankment and retaining wall shall be provided of adequate strength to sustain heavy vehicular movement.

The contractor shall furnish Pathway agreement (as per attached format) against owner right to share the common facility located near wind farm /with other co-owners of wind farms.

SECTION-IX

FORMS AND FORMATS

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BID RESPONSE SHEETS

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Bid Response Sheet No 1**BIDDER'S GENERAL INFORMATION****To**

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

1. Name of the bidder -----
2. Status of Firm/ Company: Proprietorship Firm / Partnership Firm/
[Mark ☒] Company (Private or public)
3. Number of years in the business -----
4. Registered Office Address: -----

4. Operational Address: -----
[If different from above] -----

6. Telephone No. & Fax No.: -----
7. E-mail ID & Website: -----
8. Licensed capacity to manufacture: -----

Description of equipment	Size Capacity	Licensed Capacity	No. of units manufactured		
			Current Year	Last Year	Second Last Year

9. Plant Details:
 - a) Location
 - b) Description
10. Type of the equipment manufactured/supplied/installed during last 4 years.

Name of Equipment	Capacity/size/ Model	Nos. manufactured / supplied/ installed	Project to which supplies have been made	No. of orders in hand

Bid Response Sheet No 1 contd...

11. Details of testing facilities available at works:
 - a) List of testing equipment.
 - b) Tests, which are carried out on items offered
 - c) Details of the test organization available.
12. Describe Quality Control Organization, if any, and give the organization chart.
 - a) Are goods offered subject to batch test, random sampling, or full 100% test for Quality check?
 - b) Are tests carried out by factory employees or by a separate testing agency?
 - c) Are independent quality Control Organization checks made and certificates issued?
13. ISO Certification [If any] [If 'Yes', Please Furnish Details]:
14. Nearest service center to offered
Location with phone number
15. Names of three buyers to whom similar equipment have been supplied, installed and commissioned in the past to which reference could be made by us regarding the bidder's technical and delivery ability.

16. Schedule for furnishing technical data and certified drawings after receipt of orders.

Signature of Bidder

Bid Response Sheet No 2**LIST OF ENCLOSURES****To**

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Dear Sir,

We are enclosing the following documents as part of the bid:

- (i) Power of Attorney of the signatory to the Bidding Document along with Board Resolution.
- (ii) Documents showing Financial Situation Information for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in Bid Response Sheet No 3
- (iii) Copy of Bidding Documents along with addendum/corrigendum signed in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
- (iv) Documentary Evidences showing the Bidder's claim of meeting Bid Rejection Criteria as mentioned in Schedule ITB -1.
- (v) EMD in the form of DD/ BG in favor of Oil India Ltd, Payable at Noida from any Bank as per Annexure –V.
- (vi) Proof of payment towards Bid Fee.
- (vii) Copy of agreement confirming evacuation of full capacity generated power from the WPP.

Signature of Bidder

Bid Response sheet No 3**FINANCIAL INFORMATION****FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR**

Sl. No.	Description	FY2011-12	FY2012-13	FY2013-14
1	Current Assets			
2	Current Liabilities			
3	Working Capital (1-2)			
4	Annual Turnover			
5	Paid up share capital			
6	Free Reserves & Surplus			
7	Net Worth of bidder funds			
8	Profits before taxes			

Attached are copies of the last three Annual Reports /audited balance sheets, including all related notes, and income statements as indicated above, complying with the following:

- i) All such documents reflecting the financial situation of the bidder.
- ii) Historic financial statements must be audited by a certified accountant and must be complete, including all notes to the financial statements.
- iii) Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be accepted).

Signature of Bidder

Bid Response Sheet No 4(a)**LETTER OF AUTHORITY FOR ATTENDING SUBSEQUENT 'NEGOTIATIONS' / 'PRE-BID MEETINGS' / 'UN-PRICED BID OPENING' / 'PRICE BID OPENING'**

[Performa for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Dear Sir,

I/We, -----hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation: -----
Signature: -----
Phone/Cell: -----
Fax: -----
E-mail: -----

[2] Name & Designation: -----
Signature: -----
Phone/Cell: -----
Fax: -----
E-mail: -----

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:
Designation & SEAL

Note: This "Letter of Authority for attending subsequent 'negotiations' / 'Pre-bid meetings' / 'Un-priced bid opening' / 'Price bid opening' " should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend Pre-bid meeting, "Techno-commercial / Un-priced" & "Price Bid" Openings.

Bid Response Sheet No 4(b)

PROFORMA OF LETTER OF AUTHORITY

TO

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sir,

Sub: OIL's Bid No. _____

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

Note : This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

Bid Response Sheet No 5

DECLARATION

To

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

In case the bidder has any dispute in court of law of any kind which can affect the manufacturing, supply, installation, commissioning of WEGs & O&M Contract, in such case the bidder shall furnish the status of all cases along with all relevant documents.

Signature of Bidder

Bid Response sheet No 6**AGREED TERMS & CONDITIONS**

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Bidder's Name:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Confirm that quoted prices are with O&M for first block of 10 years on basis with comprehensive O&M for 20 years.	
2.	Confirm quoted prices will remain firm and fixed (except for Statutory Variation and imposition of new tax/levies) as per Bid document till complete execution of the order.	
3.	i) Confirm that rate/amount of Excise Duty has been indicated in Price Schedule. Statutory variation in Excise Duty within contractual delivery period shall be to Purchasers account. ii) If there is any variation in Excise duty at the time of supplies for any reasons other than statutory variation the same will be borne by bidder. iii) Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	
4.	Indicate item wise rate of Sales Tax/VAT on finished products : i) CST against 'C' form. ii) VAT (in case supplies are made within originating state). iii) Statutory variations if any in CST/VAT within contractual delivery period shall be to Owner's account.	

Bid Response Sheet No 6 contd...

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
5.	Confirm transit insurance is included in the quoted prices.	
6.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Confirm that SPBG (7.5% of value of land, engineering, supply, erection etc without O&M as per clause 5.9 will be furnished as per Bid Document.	
8.	Confirm compliance to commissioning Schedule as specified in Bid document.	
9.	i) Confirm acceptance of price reduction schedule for delay in commissioning period specified in Bid document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
10	Confirm goods to be supplied by you shall be guaranteed for Performance as per Bid document.	
11.	Confirm your offer is valid for 60 days from the bid closing date or extension, if any, of Techno-commercial Bids.	
12.	(a) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. (b) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document. Please confirm that no extra charges shall be payable to you on this account.	
13.	i) Confirm acceptance of complete Bid Document (all sections). ii) Confirm that printed terms and conditions of bidder are not applicable.	
14.	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
15.	Please furnish EMD details : a) DD/BG No. & date (i) Value (ii) Validity	

Bid Response Sheet No 6 contd...

SI. No.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	Confirm that Balance sheets and Profit & Loss A/c for the last three financial years are furnished along with the Un-priced Bid.	
17.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
18.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner or his relative is a partner.	
19.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	
20.	Confirm that you have signed & attached the enclosed Integrity Pact (IP).	

Signature of Bidder

Bid Response Sheet No 7**PROFORMA FOR FURNISHING DETAILS OF PAST EXPERIENCE IN WIND ENERGY PROJECTS DURING LAST THREE YEARS (TURNKEY PROJECT)**

- a) Total Aggregate capacity of all wind farms executed on turnkey basis in India in the last three years in MW

Attach separate sheet for each wind farm (at least for three projects)

Sl. No.	Description	
1	Name of works & Owner's address, contact person with telephone numbers.	
2	Detailed scope of work.	
3	Type of plant & machines used (only for major components).	
4	Capacity of the plant, No. of WEGs with capacity and height of	
5	Whether O&M is being looked after? Please indicate period of O&M contract.	
6	Commissioning time as per contract.	
7	Actual commissioning time.	
8	If delayed, then reasons for delay.	
9	Period of successful operation.	
10	Actual generation achieved per machine per year (month-wise) since date of commissioning.	
11	Compensation on account of low Machine availability, if any	
12	Additional information, if any.	

- b) O&M works of wind energy projects undertaken in India for total capacity
- c) O&M contract for last three years in hand indicating capacity thereof.
- d) Number of machines of quoted model in operation in India with no. of years in operation.
- e) Number of WEGs commissioned in current financial year up to date of submission of offer in India & in offered state.

Signature of Bidder

**LIST OF WEGs INSTALLED THRU TURNKEY PROJECTS (600KW & ABOVE) IN INDIA
DURING PRECEDING THREE YEARS FROM DUE DATE OF OPENING OF OFFERS
AT LEAST 30 WEGs**

Date of Commissioning of WEGs	Rating of WEG (kW)	No. of WEGs	Site(s) Details	Address & contact number of Investor

Signature of Bidder

Bid Response Sheet No 8**WORK SHEET FOR ESTIMATED ANNUAL ENERGY PRODUCTION
(TO BE QUOTED FOR EACH MODEL SEPARATELY)**

Bidder shall furnish calculations for estimated Annual Energy Production (AEP) of the wind farm based on actual micrositing of WEGs for each site(s). Procedure followed viz. WAsP/PARK method or any other method and factors considered for calculating AEP shall be detailed in the offer.

The bidder shall furnish the following in soft copy:

1. MAP file containing orography / contour and roughness of the site(s) and surrounding area in digitized form.
4. Input wind data file for WAsP / PARK in the form TAB file.
5. WTG file duly corrected at site air density for WAsP input.
6. Raw wind data in excel format.
7. Total capacity of the wind farm planned at site.
8. All the coordinates (in UTM format) of the wind farm including coordinates of existing WEGs & proposed in future at offered site.
9. Coordinates (in UTM format) of all the existing WEGs of other developer(s).
10. Micro siting drawing of the wind Farm indicating all the WEGs.
11. Actual energy generation of the WEGs already existing in offered area or nearby area from the date of commissioning.
12. Distance of the reference met mast from the nearest & farthest offered WEG location.
13. Chart showing Yearly & Monthly Wind Variation.
14. Detailed Methodology used in arriving Annual Energy Production at P (90) along with detailed wind resource assessment report of Wind Farm.
15. Certified Power Curve of the offered WEG model.
16. Site(s) Air Density and corrected certified power curve at site(s) air density.
17. Power Law Index (PLI).

Time series Wind Data (speed & direction) or Directional Frequency Distribution Data in the following table:

TABLE – I

Class Interval m/s)	Mid Wind Speed (m/s)	Frequency percent (%)	Total hours (%)

Details of Reference Met Mast of NIWE near each of offered site(s) be furnished

Obtaining correct site(s) information with relevant details for working out AEP shall be the responsibility of the bidder.

Following information which has direct bearing on working out AEP should be furnished:

1)	Correction Factor for Air Density, %	:	
2)	Array Efficiency, %	:	
3)	Modeling Error, %	:	
4)	Machine Availability (Not less than 95%)	:	
5)	Any other factor	:	
6)	Annual Energy Production per WEG at controller after applying correction factors	:	
7)	Grid System availability, %	:	
8)	Guaranteed Evacuation Losses, % (supported by calculation sheet)	:	
9)	Estimated Saleable Energy at metering point	:	
10)	Feed in Tariff of the state along with copy of the SERC order	:	

Note: Above information be furnished separately for each option.

Signature of Bidder

Bid Response Sheet No.9**GUARANTEED POWER CURVE OF WEG OFFERED**

Wind Speed (m/s)	Power (kW)	Thrust Coefficient (C_t)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Air Density

Reference of Certified Power Curve be given and a copy thereof furnished.

Signature of Bidder

Bid Response Sheet No.10

BID REJECTION CRITERIA FORM (Technical & Financial)

Sl. No.	Item	Reference of supporting Document	Supporting document at Page Number of offer
A	TECHNICAL		
1	The bidder must be a manufacturer of wind energy equipment. The offered model of WEG shall be of 600 KW rating or above		
2	The bidder must have successfully designed, engineered, manufactured, supplied, erected and commissioned, on turnkey basis, Wind Power Project of aggregate capacity not less than 15 MW comprising of wind electric generators (WEGs) of unit rating of 600 KW or above in any one year in the last 7 (seven) years as on date of submission of the bid.		
3	The offered rating of WEGs should have been installed by the bidder and must have been working satisfactorily since last 2 (two) years and offered Model (of same rating) should have been commissioned as on the date of submission of the bid. Global experience will also be acceptable.		
4	The quoted model of WEG must have Type Certification from an accredited test house such as RISO Denmark, DEWI- Germany, Germanischer LLOYD- Germany, NIWE or any other agency approved by Ministry of New and Renewable Energy (MNRE), Government of India. Such Type Certificate must be valid as on the date of opening of the bid. Copy of Type Certificate along with copy certified power curve shall be submitted with the bid. Certified power curve should be in graphics as well as tabular form.		
5	The bidder must have its name & the offered model included in the latest list of "Manufacturers of Wind Electric Generators / Wind Turbine equipment" in Table 'A' published by National Institute of Wind Energy (NIWE),		

Sl. No.	Item	Reference of supporting Document	Supporting document at Page Number of offer
	Ministry of Non-conventional Energy Sources and Government of India.		
6	The bidder must be presently in the business of operation & maintenance (O&M) of wind farms and must have the experience of successful operation and maintenance of at least one wind farm of 15 MW capacity or above in India, having WEGs of 600KW capacity or above, for a period of at least of one year as on the date of submission of bid and during last 7(seven) years period.		
7	The bidder should be in possession of suitable and adequate land either government land on lease or private land, required for installation of the project. The land should have clear title and free from any encumbrances, encroachments or litigation. The bidder may have any of the following arrangements for having the land: (a) Bidder already having possession of land in his own name. (b) Allotment letter of revenue land in bidder's own name by the Government or by competent authority. If allotment letter is not available then recommendation for allotment of land from the nodal agency will be considered subject to submission of allotment letter within 60 days of techno commercial bid opening (c) An Agreement with a third party (an individual or company) who is/are either in possession of private land or have been allotted Government land along with commitment to transfer such land to OIL INDIA without any consideration. The bidder shall furnish land details, Agreement with third party and commitment of the third party with his bid. (d) Copy of sale deed in case of private land and a copy of allotment letter in case of Government land shall also be		

Sl. No.	Item	Reference of supporting Document	Supporting document at Page Number of offer
	furnished with the bid. (e) In case of Forest land the bidder must have at least Stage -1 clearance from the Ministry of Environment and Forests (f) Bidders should submit all land related documents in hard copy form. These may not be uploaded in soft copy mode in the e-procurement portal.		

Bid Response Sheet No.10 contd..

Sl. No.	Item	Reference of supporting Document	Supporting document at Page No of offer
B	FINANCIAL		
1	Average Annual financial turnover as per Audited Annual Reports for the last three accounting years, must be at least Rs. 113 Crores. Bidders should submit copies of Annual Reports in hard copy form. These may not be uploaded in soft copy mode in the e-procurement portal.		
2	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one of bid closing date should be either of the following: a) Three similar completed works each costing not less than Rs. 151 Crores. b) Two similar completed works each costing not less than Rs. 188 Crores. c) One similar completed works each costing not less than Rs. 300 Crores. Here similar works mean wind power projects.		
3	Net worth of the bidder must be positive for previous audited year as per audited financial statement immediately preceding the current financial year.		

Enclose documentary evidence in support of above

Signature of the Bidder

Bid Response Sheet No.11**TECHNICAL PARTICULARS OF QUOTED MODEL OF WEG**

General Data		
1	Make of WEG	
2	Type	
3	Rated output	
4	Current (Amps.)	
5	Voltage (V)	
6	Voltage Variation (%)	
7	Frequency Variation (%)	
8 a	Maximum Asymmetric Voltage (%)	
8b	Maximum Asymmetric Current (%)	
9	Wind Speed at rated output (m/ Sec)	
10	Cut in wind speed (m/sec)	
11	Cutout wind speed (m/sec)	
12	Tip speed (m/sec)	
13	Survival wind speed (m/sec)	
14	Hub height (m)	
15	Rotor speed (rpm)	
16	Nacelle tilt angle	
17	Regulation	
18	Designed max. temp. (deg. C)	
19	Designed life (years)	
20	Designed turbulence intensity	
21	Noise level (dB) (also specify distance)	
22	Frequency (Hz)	
23	Maximum designed rotor speed	
24	Pitch angle for stall regulated machine	
25	Rotor orientation (upwind /down wind)	
26	No. of blades	
27	Rotor diameter (m)	

Bid Response Sheet No.11 contd...

Weight		
1	Rotor (kg)	
2	Nacelle (kg)	
3	Tower (kg)	
4	Total (kg)	

Generator		
1	Make	
2	Rated power output (kW)	
3	Type – Synchronous/asynchronous	
4	Output Voltage and RPM	
5	No. of poles	
6	Insulation Class	
7	Protection class	
8	Coupling	
9	Current in Amps.	
10	Frequency	
11	Dual speed/Variable speed	
12	Type of cooling	
13	If forced cooling, then	
	a) a) Type & quantity of coolant	
	b) Pump rating	
	c) Motor make & rating	
	d) No. of phase	
	e) Motor duty cycle	
14	KVAr consumption of generator at :	
	- No Load	
	- 25% Load	
	- 50% Load	
	- 75% Load	
	- 100% Load	

Bid Response Sheet No.11 contd...

Rotor		
1	Blade material	
2	Make	
3	Number of blades	
4	Rotor diameter (m)	
5	Swept area(Sq. m)	
6	Length of blade(m)	
7	NACA Specification	
8	Blades profile	
9	Weight of each blade	
10	Reference Standards	
11	Lightning protection for blades	

Tower		
1	Height (m)	
2	Type	
3	Material	
4	No. of Sections	
5	Mode of Assembly	
6	Ladder type	
7	Safety system	
8	Surface treatment protection	
9	No. & type of landing platforms	
10	Make	
11	Type of reptile protection	

Yawing System		
1	Make & Type	
2	Gear Ratio	
3	Rated capacity of yaw motor (kW)	
4	No. of yaw motors	
5	Type of yaw brake	
6	No. of yaw brakes	

Bid Response Sheet No.11 contd...

Brake System		
1	Aero Dynamic	
	i) Type	
	ii) Control	
2	Mechanical or other type	
	i) Make & Type	
	ii) Position	
	iii) No. of calipers	
	iv) Motor capacity (kW)	

Gear Box (If required for the system)		
1	Type / model	
2	Gear ratio	
3	No. of steps	
4	Max. power transmission (kw)	
5	Lubricants	
6	Designed life	
7	Make	
8	Type of oil cooling	
9	Weight without oil (kg)	
10	Quantity of oil	

Hub		
1	Make & Type	
2	Material	

Main Shaft		
1	Make & Type	
2	Material	

Main Bearing		
1	Make	
2	Type & specification	

Coupling		
1	Make	
2	Type & specification	

Bid Response Sheet No.11 contd...

Nacelle		
1	Material	
2	Type of nacelle bed	
3	Facility of loading & unloading	
4	Lightning protection	

Reactive Power Compensation		
(required for WEGs with asynchronous generators)		
1	Capacity (KVAR)	
2	Number of capacitor units	
3	No. of steps	
4	Designed life of capacitors	
5	Type	
6	Make	
7	Current in Amps.	
8	Estimated kVArh consumption as percentage of annual kWh generation	
9	Power factor at : loads after compensation :	
	- No load	
	- 25% load	
	- 50% load	
	- 75% load	
	- 100% load	

Power Panel		
1	Voltage	
2	Short circuit level	
3	Rating of main MCCB	
4	Provision for earth fault protection	
5	Dimension	
6	Relevant standards	

Bid Response Sheet No.11 contd...

Control System		
1	Type	
2	List of display (please attach separate sheet)	
3	List of error messages (please attach separate sheet)	
4	List of annunciation (please attach separate sheet)	
5	Stop features	
6	Remote control facility	
7	Printer facility	
8..	Details of special accessories (Like Lap-top computer) for retrieval of parameters including power curve data.	
Details of AC-DC- AC Converters/ Inverter system (for variable speed WEGs)		

Sensors		
	List of sensors (please attach separate sheet)	

Details of CMCS		
Power cable (between generator & power panel)		
1	Type & Make	
2	Conductor material	
3	Conductor size	
4	No of core	
5	Ref. standard	

ISO 9000 Certification		
1	Category of certification	
2	Date of certification	

Signature of Bidder

Bid Response Sheet No.12

TECHNICAL DATA FOR TRANSFORMER

Sl. No	Description	Unit	Specification
1.	Service	Outdoor / indoor	
2.	Type	Outdoor / indoor	
3.	Rating	kVA	
4.	Rated frequency	Hz	
5.	Number of phases:		
	HV	No	
	LV	No	
	Neutral (separate outside)	No	
6.	Rated Voltage		
	a) HV winding	kV	
	b) LV winding	kV	
7.	Vector group	Star / Delta	
8.	Type of cooling	ONAN/ ONAF	
9.	Insulation level:		
	a) Power frequency withstands (HV/LV)	kV rms	
	b) Impulse withstand voltage (HV/LV)	kV	
	c) Power frequency withstands (neutral)	kV rms	
10.	Method of earthing		
11.	Duty		
12.	Short circuit level	kA	
13.	Off circuit tap changer:		
	a) Range	%	
	b) In steps of		
	c) Tapping provided on HV side		
14.	Tap changer type		
15.	Temperature rise above 40° C ambient:		
	a) Top of oil by thermometer	°C	
	b) Winding by resistance	°C	
16.	Terminal details:		
	a) HV side		
	b) LV side		

Bid Response Sheet No.12 contd...

Sl. No	Description	Unit	Requirement
17.	Losses (at 75°C and principal tapping):		
	a) No load loss at rated voltage and frequency	kW	
	b) Load loss at rated current (ONAN)	kW	
	c) Total loss maximum rated power	kW	
18.	Efficiency at 75 °C and 0.9 PF:		
	a) At full load (ONAN)	%	
	b) At 75% load (ONAN)	%	
	c) At 50% load (ONAN)	%	
19.	Hot spot temperature in winding limit to	°C	
20.	Shipping dimensions:		
	a) Height	mm	
	b) Breadth	mm	
	c) Length	mm	
21.	Painting		
22.	Reference standards		
23.	Make		
24.	Minimum creepage distance	mm/kV	
25.	Overall dimensions (L x B x H)	mm	
26.	% Impedance (±10% Tolerance)	%	
27.	Quantity of Oil	liters	
28.	Details of Instruments and protection provided with the Transformer(Make & Type)		

Signature of Bidder

Bid Response Sheet No.13**TECHNICAL PARTICULARS OF VCB**

Sl. No.	Particulars	Specification
1.	Service	Outdoor/Indoor
2.	Make & Type	
3.	Rating	
4.	Circuit breaking capacity (KA)	
5.	Short circuit withstand capacity	
6.	Operating time	
7.	Wt. of V.C.B.	
8.	Insulation level	
9.	Impulse withstand voltage	
10.	Overall dimension	

Note: Bidder is required to submit single line diagram of the whole wind farm from WEG up to grid sub-station.

Signature of Bidder

Bid Response Sheet No.14

SOURCE OF COMPONENTS

Sl. No.	Item Description	Vendor	Type offered	Source country
1	Generator			
2	Blade			
3	Hub			
4	Tower			
5	Yawing System			
6	Brake calipers			
7	Hydraulic Disc brake system			
8	Main Shaft			
9	Main Bearing			
10	Local control system			
11	Gear Box			
12	Distribution transformer			
13	Horn Gap fuse			
14	Lightening Arrestor			
15	Interconnecting cable from WEG to Transformer			
16	AB Switch			
17	33 kV Vacuum /SF6 Circuit breaker			
18	Flexible coupling			
19	Power Panel			
20	Control Panel			
21	Capacitors			
22				
23	CMCS (if offered)			
24	AC-DC-AC converter/ inverter for variable speed			
25	Flexible cables			
26	PVC cable			
27	Contactors			
28	MCCBs			
29	Sensors(furnish information for all type of sensors)			
30	Gear Oil			

Signature of Bidder

Bid Response Sheet No.15**Details of Power Evacuation**

S.No.	Item	Supporting Document Page No.
1	Furnish allocation letter confirming reservation of adequate power evacuation capacity for the project	
2	Furnish all relevant technical details like single line diagram of the proposed system indicating voltage & length of line, conductor size, capacity of proposed equipment / sub-station and line etc. along with its technical specification of general nature.	
3	Furnish detailed calculations for losses in Transformer(s), HT Line, EHV Line etc up to the point of interconnection including import of energy & auxiliary consumption	
4	In case power evacuation approval is in the name other than bidder please indicate details of such company & its relation with bidder.	

Note: Above information be furnished separately for each option.

Signature of the Bidder

Bid Response Sheet No.16 (a)

DRAFT ACTIVITY CHART
(to be submitted for each site(s))

Bidder shall furnish Bar Chart for the following activities and his plan to for implementation of the project to meet the commissioning date. This information shall be in addition to detailed project schedule and other information he is required to furnish as part of his offer. The activities indicated herein are minimum activities for which bidder shall furnish the required information. Bidders are encouraged to furnish more detailed information in their offer.

Sl. No.	Activity
1	Land acquisition and transfer to Owner
2	Sanctions/Approvals/Clearances
a.	Application/NOC from State Nodal Agency/State Govt.
b.	Power Purchase Agreement with Power Utility
c.	Approval from Chief Electrical inspector of State Govt.
d.	Clearance from Aviation Department, if applicable
e.	Clearance from Defense, if applicable
g.	Any other
3	Micrositing
4	Approach Road
5	Internal Road
6	WEG Tower Foundations
7	Control Cabins (in case of lattice Towers)
8	Office cum Control Room Building
9	Storage Shed
10	Permanent Water Supply
11	Supply of Equipment and Materials
a.	Towers for WEGs
b.	Nacelle for WEGs
c.	Blades for WEGs
d.	Control panels, Power Panels, Cables and Balance items of WEGs
e.	Equipment and Materials for Unit Sub-Stations
f.	Equipment and Materials for Internal OH Lines
g.	Equipment and Materials for common Sub-Stations/Metering Stations
h.	Equipment and Materials for External OH Lines
i.	Equipment and Materials for Modification at Grid Sub-Stations of Transmission Corporation Ltd./ Concerned DISCOM.
j.	Wind Mast and Data logger
k.	Central Monitoring and Control System

Sl. No.	Activity
12	Erection of Equipment and Materials
a.	Towers for WEGs
b.	Nacelle for WEGs
c.	Blades for WEGs
d.	Control panels, Power Panels, Cables and Balance items of WEGs
e.	Unit Sub-Stations
f.	Internal OH Lines
g.	Common Sub-Stations/Metering Stations
h.	External OH Lines
i.	Modification at Grid Sub-Stations of TRANSCO /DISCOM
j.	Wind Mast and Data logger
k.	Central Monitoring and Control System
13	Grid Interconnection of the wind farm
14	Commissioning of the wind farm
15	Training of OWNER Engineers
16	Handing over to OWNER

Note: Above information be furnished separately for each option.

Signature of the Bidder

Bid Response Sheet No.16 (b)**To**

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Dear Sir,

The methodology of various activities will be as under-

Sr. No	Item	Methodology
1	(i) Methodology of land transfer to Oil India (ii) Obtaining Non Agriculture use certificate wherever required	
2	Methodology of use of common path & ways	
3	Methodology of use of common power evacuation system	
4	Procedure/ Methodology for Power Purchase Agreement	
5	Any other Item	

Note: Above information be furnished in detail separately for each option.

Signature of Bidder

Bid Response Sheet No. 17**LIST OF COMPONENTS HAVING LIFE LESS THAN 20 YEARS**

Sl. No.	Description of Item	Make	Expected Life

Signature of the Bidder

Bid Response Sheet No. 18

DRAWINGS TO BE ENCLOSED BY THE BIDDER

The Bidder should enclose the following drawings with the bid:

- i. Contour plan and layout of wind farm
- ii. WEG Tower Foundation
- iii. Single line schematic diagram of electrical system for grid interfacing and grid interconnection from WEG up to grid substation clearly indicating metering point with voltage and line lengths with type of conductor used.
- iv. General drawings of electrical installations including unit substations control & metering station, EHV substations, overhead lines etc.
- v. General arrangement drawings and circuit diagrams of major electrical equipment.

Note: Above information be furnished separately for each option.

Signature of the Bidder

Bid Response Sheet No.19

DETAILS OF LAND FOR WIND ENERGY PROJECT

Sl. No.	Item	Particulars
1.	Nearest Village /Town	
2.	Location w.r.t. nearest village / town	
3.	Taluka /Tehsil	
4.	District	
5.	State	
6.	Nearest Railway station	
7.	Nearest Airport	
8.	Nearest Highway	
9.	Altitude of area	
10.	Approx. Land area (Ha) of the Wind farm.	
11.	Total Land area(Ha) to be transferred to OIL INDIA	
12.	Approx. Land area per WEG to be transferred to OIL INDIA	
13.	Whether land already been acquired or is in process of acquiring	
14.	Ownership Details (Also indicate basis of holding Ownership/lease/sub-lease)	
15.	Approach details	
16.	Estimated installed capacity considering WEG model	
17.	Nearest C Wet/MNRE Wind Monitoring Mast	
18.	Distance & direction from nearest C Wet / MNRE Wind Monitoring Mast	
19.	Details of Wind Monitoring Mast installed by the Bidder in this land (if any) i.e. height of mast, date of establishment of mast, date of closing of data collection (in case mast is already removed)	
20.	Whether sanction of project obtained or yet to be obtained.	

Note:

- (1) The Bidder should give all relevant documents to satisfy OWNER regarding above information and attach extra sheets (if necessary).
- (2) Above information be furnished separately for each option.

Signature of Bidder

Bid Response Sheet No. 20**DETAILS OF WIND DATA**

Sl. No.	Item	Particulars
A.	Details of Wind Mast	
1.	Whether Wind mast of C WET /Bidder's own	
2.	Source of wind data (Published or own data)	
3.	Distance & direction from the proposed site(s) (To mark on SOI map)	
4.	Height of wind mast	
5.	Make of data logger (in case of own mast)	
6.	Whether approved by MNRE/State Nodal Agency (in case of own mast)	
7.	Period of Wind data collection	
8.	Period of wind data used for annual energy production	
9.	Whether measurement has been carried out at two heights (If yes then indicate the heights)	
B.	Details of wind data to be furnished along with the offer	
1.	Annual frequency distribution in tabular form	
2.	Annual wind rose data in tabular form	
3.	Annual Average Air Density (mention source)	
4.	Annual average power law index (mention source)	

Note: Above information be furnished separately for each option.

Signature of Bidder

Bid Response Sheet No. 21**STATUTORY PERMISSION / CLEARANCE**

Sl. No.	Clearance Detail	Status	Supporting Document page No.
1	Approval of State Nodal Agency		
2	Evacuation Clearance		
3	Grid connectivity approval		
4	Geology & Mining Clearance,		
5	Approval of MoEF		
6	Aviation clearances		
7	Air Force clearances		
8	Approval of CIEG		
9	Any Other clearance		

Note: Above information be furnished separately for each option

Bid Response Sheet No. P-I (Option- I)Tender No. **SLI8436P16****SCHEDULE OF PRICE-I**

Sl. No.	Particulars (Firm & Fixed)	Unit Price In INR
1	Design, engineering, manufacture, supply & delivery at site(s) of WEG consisting of nacelle assembly, generator, blades, tower etc; Central Monitoring and Control System (CMCS) on sharing basis, control panels, power & control cables, 33 kV sub-station including appropriate step-up transformer, VCB, CTs, PTs, C&R panels, DC system etc; micro-siting; carrying out required civil work; erection & commissioning of WEG; proportionate cost of internal 33 kV line; Common EHV sub-station with necessary equipment and materials, grid extension (i.e. external overhead line up to grid sub-station (termination end), bay extension or creation of additional facilities at grid substations) interfacing with grid sub-station; arranging transit insurance of all equipment; storage at site(s) and other auxiliaries till commissioning and take over, and all other works enabling wind power project work complete in all respects as per the scope of work inclusive of all types of taxes, duties, levies etc. and cost of land.	
2	Location Offered	
3	No. of WEGs	
4	Total Capacity in MW	
5	Total Price	

NOTE:

1. The Price should be written in both in words & figures. No correction in price should be done.
2. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or in Technical Specification or essentially required for completion of works, proper operation and maintenance of wind farm, safety of equipment and operating personnel shall be deemed to have been included in the above particulars.
3. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluation the bids.
4. The prices quoted should be inclusive of all taxes, duties and levies including VAT/ WCT/ Cess / Service Tax. However, the break-up of taxes and other statutory levies included above should be indicated separately.
5. Above information be furnished separately for each option

Signature of Bidder

Bid Response Sheet No. P-II (Option- I)

Tender No. SLI8436P16

SCHEDULE OF PRICE-II

Comprehensive charges of operation and maintenance of the wind farm facility project after the date of successful completion of warrantee period for 8 years (3rd year to 10th year) including supply of spares, consumables, tools, tackles, crane arrangement, testing equipment and instruments, lease charges, man power including security personnel , insurance, fees/charges payable to Govt. agencies, liaison with all govt. agencies, payment of all charges / levies for consuming active and reactive power, all administrative work, maintaining records and submission to all concerned authorities. Year-wise price to be furnished.

A) Comprehensive Operation & Maintenance Charges:

(In

Rs.)

Particulars	O&M Charges per WEG per Annum				No. of WEGs	Total O&M charges for WPP (inclusive of taxes & duties)
	Basic Annual O&M Charges / WEG	VAT / WEG	Service Tax / WEG	O&M charges / WEG (inclusive of taxes & Duties)		
Year						
A	B	C	D	E =(B+C+D)	F	G= (E x F)
1 st	Nil	Nil	Nil	Nil		Nil
2 nd	Nil	Nil	Nil	Nil		Nil
3 rd						
4 th						
5 th						
6 th						
7 th						
8 th						
9 th						
10 th						
TOTAL (in figures)						
TOTAL (in words)						

Bidder should quote the O & M charges for shared facilities as -- percentage (%) of the basic O & M charges as quoted in column "G"

***B) Statutory & Other Charges for Wind Power Project payable by Oil India on completion of defect liability period:
(In Rs.)***

<i>Particulars</i>	<i>Statutory & other charges per annum for the wind farm</i>						<i>Annual S&F Charges for the wind farm *</i>		
<i>Year</i>	<i>Lease Rental Charges</i>	<i>CEIG Charges</i>	<i>Meter calibration charges</i>	<i>DISCOM Charges</i>	<i>Any other charges, if any (1)</i>	<i>Total Statutory & other charges</i>	<i>Basic S&F Charges</i>	<i>Service Tax</i>	<i>Total S&F charges (inclusive of service tax)</i>
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G=Sum of B to F</i>	<i>H</i>	<i>I</i>	<i>J=(H+I)</i>
<i>1st</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>NIL</i>	<i>NIL</i>			
<i>2nd</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>NIL</i>	<i>NIL</i>			
<i>3^d</i>									
<i>4th</i>									
<i>5th</i>									
<i>6th</i>									
<i>7th</i>									
<i>8th</i>									
<i>9th</i>									
<i>10th</i>									
<i>Total</i>									

**** The S&F (Scheduling & Forecasting) charges shall be payable from the 1st year of comprehensive O&M. IN case the same is done by the utility these charges will not be paid to operator.***

C) Grand Total of annual charges for WPP (inclusive of taxes & duties)

Year	Total O&M charges for WPP (inclusive of taxes & duties)	Total Statutory & other charges	Total S&F charges (incl of service tax)	Grand Total of annual charges for WPP (inclusive of taxes & duties)
<i>Ref.</i>	<i>From Table A, Col. G</i>	<i>From Table B, Col. G</i>	<i>From Table B, Col. J</i>	
1	2	3	4	5=(2+3+4)
1st	NIL	NIL		
2nd	NIL	NIL		
3rd				
4th				
5th				
6th				
7th				
8th				
9th				
10th				
Total in figures				
Total in Words				

Note:

1. The Price should be written in both in words & figures. No correction in price should be done.
2. The O&M charges should be quoted on 'Firm' Basis.
3. Statutory & other charges should be indicated separately as per the above format, prevailing as on bid due date or extension if any. These charges shall be directly paid by OIL INDIA.
4. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or technical specifications or essentially required for efficient operation and maintenance of wind farm, safety of equipment and operating personnel, shall be deemed to have been included in the above particulars.
5. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bid shall not be applicable.
6. Any incentive subsidy granted by Central/State Government shall be to the benefit of OIL INDIA's.
7. In column '4', S & F Charges are for providing the services of Scheduling and Forecasting for the wind farm.
8. Above information be furnished separately for each option

Signature of Bidder

Bid Response Sheet No. P-III (Option - I)

Tender No. **SLI8436P16**

SCHEDULE OF PRICE-III
BREAK-UP OF PRICE FOR SUPPLY OF EQUIPMENT

Sl. No.	Item	Basic Price	Custom Duty/Excise Duty	VAT/ CST	Total
1	Supply of Wind Electric Generators complete in all respect (total cost) Break up price : a) Nacelle assembly b) Blades c) Tubular Tower d) Transformer				
2	Supply of Central Monitoring & Control System (CMCS) complete in all respect with necessary software, hardware, cables etc. including linking to Owner's office at Noida and /or any other location on sharing basis.				
3	Supply of balance equipment, material and associated electrical work complete in all respects				
4.	Supply of equipment, and material for grid extension work which includes transmission line from wind farm to grid substation of State utility and augmentation of the utility sub-station				
5	Any other item not covered above (to be clearly specified by the Bidder)				
6					
7.					
8					
	Total				
Note: 1. The Price should be written in both in words & figures. No correction in price should be done. 2. At the point of inter connection with State grid system, the work shall need to be carried out as per the approval of power utility and is included in the above price. 3. The work shall be carried out as per the I. E. Rules & Code of practice and prudent utility practices along with the approvals of statutory authority					

4. The work of liaising with power utility for interconnection and its approval from them shall be the responsibility of the Contractor.
5. Providing of any / all items as required by the power utility for interconnection of wind farm with grid is deemed to be inclusive in above rates.
6. Details of proposed power evacuation, i.e. type of power line and substation, etc. proposed along with single line diagram should be provided with the Bid Response Sheet no. 16.
7. The total of the break-up price (PIII + PIV) should match with the lump sum total price quoted on turnkey basis in the price bid (Bid Response Sheet No. PI). In case of any discrepancy, the price quoted in the price bid (Bid Response Sheet No. PI) shall be considered final for evaluation of bids.
8. Any statutory changes in taxes and duties will be to OIL INDIA's account.

Signature of the Bidder

Bid Response Sheet No. P-IV (Option- I)

Tender No. SLI8436P16

**SCHEDULE OF PRICE-IV
BREAK-UP OF COST FOR CONSTRUCTION, ERECTION & COMMISSIONING**

Sl. No.	ITEM	Basic Price	VAT/CST	Service Tax	Total
1	Land development including facilitation charges towards procurement of land including cost of land				
2	Civil works within the wind farm complete in all respect				
3	Erection, Testing & Commissioning of Wind Electric Generators				
4	Erection, Testing & Commissioning of unit substation and shared internal lines for evacuation of power.				
5	Erection, Testing & Commissioning of external evacuation system and grid extension work including interconnection at State grid.				
6	Infrastructure development charges payable to government				
7	All fees/charges towards application, approval, clearances etc.				
8					
9					
	Total				

Note:- (1) The total of the break-up price (PIII + PIV) should match with the lump sum total price quoted on turnkey basis in the price bid (Bid Response Sheet No. PI). In case of any discrepancy, the price quoted in the price bid (Bid Response Sheet No. PI) shall be considered final for evaluation of bids. Any statutory changes in taxes and duties will be to OIL INDIA's account

(2) Above information be furnished separately for each option

Signature of the Bidder

Bid Response Sheet No. P-I (Option- II)Tender No. **SLI8436P116****SCHEDULE OF PRICE-I**

Sl. No.	Particulars (Firm & Fixed)	Unit Price In INR
1	Design, engineering, manufacture, supply & delivery at site(s) of WEG consisting of nacelle assembly, generator, blades, tower etc; Central Monitoring and Control System (CMCS) on sharing basis, control panels, power & control cables, 33 kV sub-station including appropriate step-up transformer, VCB, CTs, PTs, C&R panels, DC system etc; micro-siting; carrying out required civil work; erection & commissioning of WEG; proportionate cost of internal 33 kV line; Common EHV sub-station with necessary equipment and materials, grid extension (i.e. external overhead line up to grid sub-station (termination end), bay extension or creation of additional facilities at grid substations) interfacing with grid sub-station; arranging transit insurance of all equipment; storage at site(s) and other auxiliaries till commissioning and take over, and all other works enabling wind power project work complete in all respects as per the scope of work inclusive of all types of taxes, duties, levies etc. and cost of land.	
2	Location Offered	
3	No. of WEGs	
4	Total Capacity in MW	
5	Total Price	

NOTE:

1. The Price should be written in both in words & figures. No correction in price should be done.
2. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or in Technical Specification or essentially required for completion of works, proper operation and maintenance of wind farm, safety of equipment and operating personnel shall be deemed to have been included in the above particulars.
3. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluation the bids.
4. The prices quoted should be inclusive of all taxes, duties and levies including VAT/ WCT/ Cess / Service Tax. However, the break-up of taxes and other statutory levies included above should be indicated separately.
5. Above information be furnished separately for each option

Signature of Bidder

Bid Response Sheet No. P-II (Option- II)

Tender No. **SLI8436P16****SCHEDULE OF PRICE–II**

Comprehensive charges of operation and maintenance of the wind farm facility project after the date of successful completion of warrantee period for 8 years (3rd year to 10th year) including supply of spares, consumables, tools, tackles, crane arrangement, testing equipment and instruments, lease charges, man power including security personnel , insurance, fees/charges payable to Govt. agencies, liaison with all govt. agencies, payment of all charges / levies for consuming active and reactive power, all administrative work, maintaining records and submission to all concerned authorities. Year-wise price to be furnished.

A) Comprehensive Operation & Maintenance Charges:*(In Rs.)*

Particulars	O&M Charges per WEG per Annum				No. of WEGs	Total O&M charges for WPP (inclusive of taxes & duties)
Year	Basic Annual O&M Charges / WEG	VAT / WEG	Service Tax / WEG	O&M charges / WEG (inclusive of taxes & Duties)		
A	B	C	D	E =(B+C+D)	F	G= (E x F)
1 st	Nil	Nil	Nil	Nil		Nil
2 nd	Nil	Nil	Nil	Nil		Nil
3 rd						
4 th						
5 th						
6 th						
7 th						
8 th						
9 th						
10 th						
TOTAL (in figures)						
TOTAL (in words)						

Bidder should quote the O & M charges for shared facilities as --- percentage (%) of the basic O & M charges as quoted in column "G"

B) Statutory & Other Charges for Wind Power Project payable by Oil India on completion of defect liability period :**(In Rs.)**

Particulars	Statutory & other charges per annum for the wind farm						Annual S&F Charges for the wind farm *		
Year	Lease Rental Charges	CEIG Charges	Meter calibration charges	DISCOM Charges	Any other charges, if any (1)	Total Statutory & other charges	Basic S&F Charges	Service Tax	Total S&F charges (inclusive of service tax)
A	B	C	D	E	F	G=Sum of B to F	H	I	J=(H+I)
1 st	Nil	Nil	Nil	Nil	NIL	NIL			
2 nd	Nil	Nil	Nil	Nil	NIL	NIL			
3 rd									
4 th									
5 th									
6 th									
7 th									
8 th									
9 th									
10 th									
Total									

* The S&F (Scheduling & Forecasting) charges shall be payable from the 1st year of comprehensive O&M. IN case the same is done by the utility these charges will not be paid to operator.

C) Grand Total of annual charges for WPP (inclusive of taxes & duties)

Year	Total O&M charges for WPP (inclusive of taxes & duties)	Total Statutory & other charges	Total S&F charges (incl of service tax)	Grand Total of annual charges for WPP (inclusive of taxes & duties)
<i>Ref.</i>	<i>From Table A, Col. G</i>	<i>From Table B, Col. G</i>	<i>From Table B, Col. J</i>	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5=(2+3+4)</i>
<i>1st</i>	<i>NIL</i>	<i>NIL</i>		
<i>2nd</i>	<i>NIL</i>	<i>NIL</i>		
<i>3rd</i>				
<i>4th</i>				
<i>5th</i>				
<i>6th</i>				
<i>7th</i>				
<i>8th</i>				
<i>9th</i>				
<i>10th</i>				
Total in figures				
Total in Words				

Note:

1. The Price should be written in both in words & figures. No correction in price should be done.
2. The O&M charges should be quoted on 'Firm' Basis.
3. Statutory & other charges should be indicated separately as per the above format, prevailing as on bid due date or extension if any. These charges shall be directly paid by OIL INDIA.
4. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or technical specifications or essentially required for efficient operation and maintenance of wind farm, safety of equipment and operating personnel, shall be deemed to have been included in the above particulars.
5. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bid shall not be applicable.
6. Any incentive subsidy granted by Central/State Government shall be to the benefit of OIL INDIA's.
7. In column '4', S & F Charges are for providing the services of Scheduling and Forecasting for the wind farm.
8. Above information be furnished separately for each option

Signature of Bidder

Bid Response Sheet No. P-III (Option - II)

Tender No. **SLI8436P16**

SCHEDULE OF PRICE–III
BREAK-UP OF PRICE FOR SUPPLY OF EQUIPMENT

Sl. No.	Item	Basic Price	Custom Duty/Excise Duty	VAT/ CST	Total
1	Supply of Wind Electric Generators complete in all respect (total cost) Break up price : e) Nacelle assembly f) Blades g) Tubular Tower h) Transformer				
2	Supply of Central Monitoring & Control System (CMCS) complete in all respect with necessary software, hardware, cables etc. including linking to Owner's office at Noida and /or any other location on sharing basis.				
3	Supply of balance equipment, material and associated electrical work complete in all respects				
4.	Supply of equipment, and material for grid extension work which includes transmission line from wind farm to grid substation of State utility and augmentation of the utility sub-station				
5	Any other item not covered above (to be clearly specified by the Bidder)				
6					
7.					
8					
	Total				
Note: 1. The Price should be written in both in words & figures. No correction in price should be done. 2. At the point of inter connection with State grid system, the work shall need to be carried out as per the approval of power utility and is included in the above price.					

3. The work shall be carried out as per the I. E. Rules & Code of practice and prudent utility practices along with the approvals of statutory authority
4. The work of liaising with power utility for interconnection and its approval from them shall be the responsibility of the Contractor.
5. Providing of any / all items as required by the power utility for interconnection of wind farm with grid is deemed to be inclusive in above rates.
6. Details of proposed power evacuation, i.e. type of power line and substation, etc. proposed along with single line diagram should be provided with the Bid Response Sheet no. 16.
7. The total of the break-up price (PIII + PIV) should match with the lump sum total price quoted on turnkey basis in the price bid (Bid Response Sheet No. PI). In case of any discrepancy, the price quoted in the price bid (Bid Response Sheet No. PI) shall be considered final for evaluation of bids.
8. Any statutory changes in taxes and duties will be to OIL INDIA's account.

Signature of the Bidder

Bid Response Sheet No. P-IV (Option- II)

Tender No. **SLI8436P16**

SCHEDULE OF PRICE-IV
BREAK-UP OF COST FOR CONSTRUCTION, ERECTION & COMMISSIONING

SI. No.	ITEM	Basic Price	VAT/CST	Service Tax	Total
1	Land development including facilitation charges towards procurement of land including cost of land				
2	Civil works within the wind farm complete in all respect				
3	Erection, Testing & Commissioning of Wind Electric Generators				
4	Erection, Testing & Commissioning of unit substation and shared internal lines for evacuation of power.				
5	Erection, Testing & Commissioning of external evacuation system and grid extension work including interconnection at State grid.				
6	Infrastructure development charges payable to government				
7	All fees/charges towards application, approval, clearances etc.				
8					
9					
	Total				

Note:- (1) The total of the break-up price (PIII + PIV) should match with the lump sum total price quoted on turnkey basis in the price bid (Bid Response Sheet No. PI). In case of any discrepancy, the price quoted in the price bid (Bid Response Sheet No. PI) shall be considered final for evaluation of bids. Any statutory changes in taxes and duties will be to OIL INDIA's account

(2) Above information be furnished separately for each option

Signature of the Bidder

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ANNEXURE- I**BID FORM**

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

Sub: Bid No. ----- Engineering, Procurement and Construction (EPC) contract for 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the total sum as mentioned in price bid BRS-I& BRS-II or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank as per tender requirement for the due performance of the Contract.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid Closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2015.

Signature

(In the capacity of)

Annexure-II**FORM OF BID SECURITY (BANK GUARANTEE)**

To :

Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of wind project (hereinafter called "the Bid") against OIL INDIA LIMITED, Plot No 19, Sector-16 NOIDA-201203 India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the seal of the said Bank this _____ day of _____ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (3) If the Bidder furnished fraudulent document/information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date..... Place _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

Annexure-III/IV**FORM OF PERFORMANCE BANK GUARANTEE**

To:
Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 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 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 date _____

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date..... Place _____

Annexure-V**FORM OF BANK GUARANTEE**
(Against PCGT)

To:
Oil India Ltd;
Plot No 19, Sector-16,
NOIDA-201203.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee in lieu of payment made against milestone payment of 2.5% to be made on successful completion of Power Curve Performance Test Run.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 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 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 date of successful completion of Power Curve Performance Test Run i.e. _____.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date..... Place _____

Annexure-VI

LIST OF APPROVED BANKS

<u>SCHEDULED PUBLIC SECTOR BANKS (INDIAN)</u>	<u>SCHEDULED FOREIGN BANKS</u>
1. State Bank of India. 2. State Bank of Bikaner and Jaipur 3. State Bank of Hyderabad 4. State Bank of Mysore. 5. State Bank of Patiala. 6. State Bank of Travancore. 7. Allahabad Bank 8. Andhra Bank 9. Bank of Baroda 10. Bank of India 11. Bank of Maharashtra 12. Canara Bank 13. Central Bank of India 14. Corporation Bank 15. Dena Bank 16. Indian Bank 17. Oriental Bank of Commerce 18. Punjab National Bank 19. Punjab and Sind Bank 20. Syndicate Bank 21. Union Bank of India 22. UCO Bank 23. Vijaya Bank. 24. IDBI Bank	1. American Express Bank Ltd. 2. Bank of American NT & SA 3. Bank of Tokyo Ltd. 4. BNP Paribas 5. Barclays Bank Plc 6. Citi Bank NA. 7. Deutsche Bank A.G. 8. Hong Kong & Shanghai Banking Corporation. 9. Standard Chartered Bank 10. JP Morgan Chase Bank NA
<u>SCHEDULED PRIVATE SECTOR BANKS (INDIAN)</u>	
1. ING Vysya Bank 2. Axis Bank Ltd. 3. SBI Commercial & International Bank Ltd. 4. ICICI Bank 5. HDFC Bank 6. Yes Bank 7. Indus Ind bank 8. Kotak Mahindra Bank	

ANNEXURE -VII**PREFERRED VENDOR LIST FOR ELECTRICAL ITEMS**

SL No.	Item Description	Approved Vendor List
1.	Cables: Control-PVC (130D)	1. ASSOCIATED FLEXIBLES AND WIRES (P) LTD- A132 2. CMI LTD- C019 3. CORDS CABLES INDUSTRIES LTD- C144 4. DELTON CABLES LTD- E012 5. ELKAY TELELINKS LTD- E063 6. EVERSINE ELECTRICALS- E024 7. FINOLEX CABLES LTD- F013 8. GEMSCAB INDUSTRIES LTD- G146 9. GOYOLINE FIBRES (INDIA) PVT. LTD- G142 10. HAVELL'S INDIA PVT. LTD- H060 11. KEI INDUSTRIES LTD- K082 12. NICCO CORPORATION LTD.- N033 13. NORTH EASTERN CABLES PVT. LTD- N112 14. PARAMOUNT COMMUNICATIONS LTD- P-243 (MANUFACTURING UNIT- PARAMOUNT CABLES CORPORATIONS) 15. POLYCAB WIRES PVT. LTD – P-244 16. RADIANT CABLES PVT. LTD- R047 17. RAVIN CABLES LTD. – R179 18. SUYOG ELECTRICALS LTD. – S304 19. TORRENT CABLES LTD- T124 20. UNIVERSAL CABLES LTD. – U003 21. ASSOCIATED CABLES PVT. LTD- A034 22. ECKO CABLES PVT. LTD- E169 23. HINDUSTAN VIDYUT PRODUCT- H122 24. THERMO CABLES LTD. – T212 25. LAPP INDIA LTD.
2.	SWITCH BOARDS- MV:MCC/PCC/PMCC-DRAWOUT (13BC)	1. BCH ELECTRIC LTD- B002 (TYPE:MCC) 2. CONTROLS & SCHEMATICS LTD-C024 (TYPE:MCC,PCC,PMCC) 3. CONTROLS & SWITCHGEAR LTD-C007 (TYPE MCC,PCC,PMCC) 4. GE INDIA INDUSTRIAL (P) LTD- G147 (TYPE MCC,PCC,PMCC) 5. LARSEN & TOUBRO LTD- L001C (TYPE MCC,PCC,PMCC) 6. SCHNEIDER ELECTRIC INDIA PVT. LTD- S0440 (TYPE MCC,PCC,PMCC) 7. SIEMENS LTD- S003 (TYPE MCC,PCC,PMCC)
3.	SWITCH BOARDS- MV:MCC/ASB/LDB-FIXED TYPE (13BB)	1. BCH ELECTRIC LTD- B002 (TYPE: MCC, LDB,ASB) 2. CONTROLS & SCHEMATICS LTD-C024 (TYPE: MCC, LDB,ASB) 3. CONTROLS & SWITCHGEAR LTD-C007 (TYPE: MCC, LDB,ASB) 4. GE INDIA INDUSTRIAL (P) LTD- G147 (TYPE: MCC, LDB,ASB)

SL No.	Item Description	Approved Vendor List
		5. LARSEN & TOUBRO LTD- L001C (TYPE: MCC, LDB,ASB) 6. M.K. ENGINEERS & CONTROLS PVT. LTD- M138 (TYPE: MCC, LDB,ASB) 7. SCHNEIDER ELECTRIC INDIA PVT. LTD- S0440(TYPE: MCC, LDB,ASB) 8. SIEMENS LTD- S003 (TYPE: MCC, LDB,ASB)
4.	TRANSFORMERS-DISTRIBUTION- UPTO 4MVA (13KB)	1. BHARAT BIJLEE LTD – B048 2. CROMPTON GREAVES LTD –C010 3. EMCO LTD- E014 4. INDO TECH TRANSFORMERS LTD -1178 5. KANO HAR ELECTRICAL PVT. LTD- K017 6. KIRLOSKAR POWER EQUIPMENT LTD. – K134 7. TRANSFORMERS & RECTIFIERS (I) LTD. – T129 8. VIJAY ELECTRICALS LTD. –V076 9. VOLTAMP TRANSFORMERS (P) LTD –V003 10. AREVA T&D INDIA LTD. – A347 11. RIME TRANSFORMERS & CONDUCTORS PVT. LTD – R163
5.	SIGNAL CABLES (14CB)	1. ASSOCIATED FLEXIBLES AND WIRES (P) LTD – A132 2. CMI LIMITED –C019 3. CORDS CABLES INDUSTRIES LTD. – C144 4. DELTON CABLES LIMITED – D102 5. ELKAY TELELINKS LTD.- E063 6. FINE CORE CABLES PVT. LTD- F139 7. GOYOLENE FIBRES (INDIA) PVT. LTD- G142 8. KEI INDUSTRIES LIMITED – K082 9. LAPP CABLES INDIA LTD, BANGALORE 10. NETCO CABLE INDUSTRIES PVT. LTD- N094 11. NICCO CORPORATION LTD.- N033 12. PARAMOUNT COMMUNICATIONS LTD – P243 13. POLYCAB WIRES PVT. LTD- P244 14. RADIANT CABLES PVT. LTD- R047 15. SUYOG ELECTRICALS LTD. – S304 16. THERMOCABLES LTD. (FORM T-140)- T212 17. UNIVERSAL CABLES LTD. – U003 18. ASSOCIATED CABLES PVT. LTD. – A034
6.	NEUTRAL GROUNDING RESISTORS- H.V. (13 RA)	1. BCH ELECTRIC LTD. – B002 2. RESIITECH ELECTRICALS PVT. LTD. – R062 3. RSI SWITCHGEAR PVT. LTD. – R001 4. SR NARKHEEDE ENGINEERING PVT. LTD. – S146
7.	LIGHTING FIXTURES FOR NON-HAZARDOUS AREA (14LB)	1. BAJAJ ELECTRICALS LTD. – B011 (MANUFACTURER-M/S ALPINE ELECTRICAL MFG.CO.PVT.LTD) 2. CROMPTON GREAVES LTD. –C010 3. PHILIPS INDIA LTD. – P-037 4. HAVELL'S INDIA LTD. – H060 5. M/S VENTURE LIGHTING INDIA, CHENNAI

SL No.	Item Description	Approved Vendor List
8.	CABLES: HIGH VOLTAGE- XLPE (130A)	1. INDUSTRIAL CABLES (I) LTD- 1028 2. NICCO CORPORATION LTD. – N033 3. POLYCAB WIRES PVT. LTD. – P244 4. TORRENT CABLES LTD. – T124 5. UNIFLEX CABLES LTD. – U084 6. UNIVERSAL CABLES LTD. – U003
9.	H.V. – CAPACITORS	1. ABB LTD, BANGALORE – A200 2. BHEL, BHOPAL- B041A 3. KAPSALES ELECTRICALS LTD.- K029 4. SHREEM CAPACITORS PVT. LTD. – S266 5. UNIVERSALS CABLES LTD. – U003 6. MADHAV CAPACITORS (P) LTD., PUNE
10.	SWITCH BOARDS- HV (INDOOR) WITH VCB ITEM (13BA)	1. ABB LTD., NASIK –A300 2. BHEL, BHOPAL –B041A 3. CROMPTON GREAVES LTD. –C010 4. SIEMENS LTD. – S003 5. AREVA T&D INDIA LTD. –A347 6. JYOTI LTD. –J001

ANNEXURE –VIII**(To be submitted in duplicate)****MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI**

To
Oil India Limited,

Dear Sir,

Sub: Authorization for release of payment due from OIL INDIA, -----
 ----- through
 Electronic fund transfer (RBI-EFT)/Internet / RTGS.
 Refer Order No.....dt.....and/or Tender/Enquiry/Letter
 No.....dt.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :
 2. Address of the party :.....

.....

 City :.....Pin Code:.....

E-mail Id:

Permanent Account Number :.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book)			
RTGS / IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Oil India Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through RBI EFT / Internet / RTGS.

Place:

Date:

Signature of the party/Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B. : RTGS charges if any, is to be borne by the contractor .

Annexure-IX

Social Accountability 8000 Compliance Format**A. Basic information**

Name of the organization		
Address		
Telephone No		
Name of the Proprietor		
Nature of Business		
License Number and date of expiry		
Employees	Staff (Total Number)	Workmen (Total Number)
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health & safety benefits from OIL INDIA? Yes/No

- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from OIL INDIA Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization? Yes/No

If no, how do you ensure freedom of expression?

- Incase of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring/promotion/ remuneration in your organization?

- Do you provide appointment letter to your employees? Yes/No
- Do you maintain a documented terms and conditions of employment? Yes/No
- Do you maintain a disciplinary procedure? Yes/No
- If no, how do you terminate your employee?

- How do you ensure that your employees are not discriminated on the basis of caste, creed, gender, religion, age and diseases?

- How many shift you have? _____ shifts
- What is the official working time? _____ hours

- Which day is off day in your organization? _____
- In case, a person works in off day or holiday, how is he/she compensated?

- Do you pay overtime to your employees as per law? Yes/No
- What is the lowest amount (salary/wage) you pay to your employees? Rs. _____/-
- Is there any case of deduction in wage? Yes/No
- In case, it is yes, what are the general reasons for such deduction?

- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? _____
- Do you have any international certification Yes/No
- If yes, please specify

- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No

- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker? Yes/No
- If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?

- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform your organization. We also declare that the sub contractors/sub supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you. We declare that the above-mentioned information are correct.

Signature:

Designation:

Date

Seal of the organization

Annexure-X**BIDDER INFORMATION**

1. Name of the bidder(s)

2. Address :

Street

City

Postal Code

State

Country

3. Contact numbers :

Tel No

Mobile

Fax No

E mail id

4. Currency :

5. Excise Details :

ECC No

Excise Reg No

Excise Range

Excise Division

Excise Commissionerate

6. SSI Status

7. CST No

8. LST No

9. Permanent Account Number

10. VAT Registration /TIN No

11. Bank Account No

Signature of the Bidder

Annexure-XI**CONTRACT FORM**

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Plot No 19, Sector-16, NOIDA-201203, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section- ____ attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's Tender No. _____.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference / Technical Specifications,
- (c) Section-III indicating the Schedule of rates and
- (d) Section – IV indicating the Special Conditions of Contract.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, UP as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

For and on behalf of
Contractor

(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

ANNEXURE-XII**INTEGRITY PACT**

Between Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder) hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract)(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what

extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place:

Witness 1 :

Date:

Witness 2 :

ANNEXURE-XIII**SAFETY GUIDELINES****GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . All sub-contractors hired by him must comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
2. Every person deployed by the contractor in the project must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS/BIS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the site(s) use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the owner i.e Site Engineer who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Engineer In charge.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the owner a site(s) specific code of practice.
7. All persons deployed by the contractor for working in the project must undergo Tower climbing training initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of IME & PME.
8. The contractor shall ensure that the person working must have electrical Supervisor,

certificate from competent authority of state Government such as Chief Electrical Inspector or equivalent as provided in the act

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in project site(s) and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Site Engineer / Official for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Site Engineer of OIL India within 24 hours of any such occurrence.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's Work Site Supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
19. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
20. Contractor's arrangements for health and safety management shall be consistent with those for the project owner.
21. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant

Acts/Rules/Regulations.

22. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
23. The contractor should prevent the frequent change of his contractual employees as far as practicable.
24. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
25. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

ANNEXURE- XIV**Format for Pre-bid Queries**

To
Oil India Ltd;
Plot No 19, Sector-16A,
NOIDA-201203

Sub: Tender No. : SLI8436P16

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we have some queries and the same are submitted as per the format provided in the tender documents.

S. No.	Clause No.	Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or amendment

Signature

(In the capacity of)

APPENDIX-I

Guidelines to bidders for participating in OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site.
[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

Initially user id and password will be assigned to you.

Please send your updated mailing address with pin code, phone number, fax number and email ID to the us at erp_mm@oilindia.in.

Bidders interested in a particular bid invitation should apply for user id at least 7 days prior to the last date mentioned (Last Date for Tender Fee Payment, if exists or Submission Deadline) in the bid invitation.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. TCS

2. Safescrypt
3. MTNL Trustline
4. (n)Code Solutions
5. e-mudhra etc.

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Scriplets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW / component:** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop. The same can also be Download from the Portal after Logging into the portal. Please see the screen shot below for the location:

