

PRE BID CLARIFICATIONS OF TENDER CQI9359P26

S. No.		Existing provision as per Tender	Bidder's Query / Clarification Required	Suggested Text for Amendment	Rationale for the Clarification / Amendment	Resolutions during prebid meeting dt. 16/06/2025
1	9.BINSTRUCTIONS TO BIDDER	9B. The scan copy of the original Bid Security in the form of bank guarantee /DD /Banker Cheque /Cashier cheque shall be uploaded by the bidder along with their Bid in GEM portal	Please clarify whether we need to upload the Bid Security on GEM Portal or through Oil's e-procurement portal Requesting Oil to share the detailed procedure to upload the details on GEM portal, if bidder is to upload on GEM Portal	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
2	25.INSTRUCTIONS TO BIDDER	25.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.	Please clarify whether we need to submit the Performance Bank Guarantee as per Clause XV, Pg 3, Clause 25 Pg31, or Clause 9 Pg 135, whi says Validity of Performance Security:03 (three) months beyond the defect liability period.	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
3	3.1.1 (c) Bid Eligibility & Bid Evaluation	Definition of Similar Work Design, Engineering, Construction, Procurement, Installation, Commissioning of Biogas/CBG Project	The title or the contract document specifying 'scope of work' or the contract name as 'Design, Engineering, Supply, Installation, Testing and Commissioning Contract'. It is to be noted that the terms 'Construction' and 'Procurement' do not particularly appear in this 'Scope of Work' definition. However, in section 2, Page 7 of the TEP Contract of the project being shown as experience point #4 specifically mentions 'Construction Activities and Services' under the Scope of Work of the bidder which refers to 'Construction'; and point #5 specifically mentions 'All materials / Equipment's necessary...' under the Scope of Work of the bidder which essentially infers that 'Procurement' of all necessary equipment, material and services for the project is under the scope of the bidder. Therefore, the scope of work of the bidder in the project experience that will be shown, also covers 'Construction' and 'Procurement', even if not specifically mentioned in the title of the contract. We therefore request OIL to understand that the 'Scope of Work' title mentioned in the contract document even though does not specifically mention 'Construction' and 'Procurement', includes Construction and Procurement. We request OIL to consider the documents accordingly	This a clarificatory query and not a query for Amendment.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
4	3.1.1 (c) Bid Eligibility & Bid Evaluation	Definition of Similar Work ...successful 24 (Twenty-Four) months of operation and maintenance of the same plant	The bidder has successfully operated and maintained an MSW based Compressed Biogas (CBG) plant for a period of 21 months. In light of this, we kindly request OIL India to consider reducing the O&M experience qualification threshold to 21 months, so that capable and experienced bidders like us are not excluded due to a marginal and insignificant shortfall in experience. We believe that our operational track record demonstrates our capability to meet the performance expectations of the tender and assures our commitment to quality and reliability in O&M activities. We understand that this clause does not mandate the bidder to be currently undertaking the O&M of the plant as on the date of tender submission. If our understanding is incorrect, we kindly request OIL to remove this requirement as it is also contradicting the clause 3.1.1 which requires 2 year of O&M experience in last 10 financial years. Kindly confirm.	Definition of Similar Work ... successful 21 (Twenty-One) months of operation and maintenance of the same plant	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Refer the Corrigendum.
5	3.1.1 (b) Bid Eligibility & Bid Evaluation	Definition of EPCOM ...and Operation & Maintenance (O&M) for the same plant in India as on date of bid submission	We have set up an MSW based CBG plant and operated it for over 1 Year and 9 Months, after which the plant along with necessary training, was handed over to the client last year in September, 2024. Since the handover, the plant has been operated by the client or their designated	Definition of EPCOM ...and Operation & Maintenance (O&M) for the same plant in India	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Refer the Corrigendum.
6	3.1.2 (a) (i) Bid Eligibility & Bid Evaluation	Completion Certificate showing gross value of the job / service, description of job/service and duration of the contract.	The Bidder's client had issued a Mechanical Completion certificate (Cold Commissioning Certificate) signifying project completion as is defined in the contract document. The contract document defines Cold Commissioning as 'the completion of all erection, installation and assembly works'. The bidder will therefore submit this Mechanical Completion / Cold Commissioning Certificate signed by the client.	This a clarificatory query and not a query for Amendment.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
7	3.1.1 Bid Eligibility & Bid Evaluation	The said Plant should be in operation at the time of bidding.	We would request OIL to clarify which are the specific documents that can be provided by the bidder to indicate current operational status of the plant. We request you to consider documentary evidences such as Bio-CNG / CBG sales invoices raised during March 2025 or joint ticket signed by the final CGO consumer for CBG consumption during March 2025 or similar documents, as proof of current operational status of the plant. We also request you to consider 'Government Authorities Website evidences' such as the Ministry of Jal Shakti's GOBARDHAN Unified Registration Portal for Bio-CNG Plants (https://goardhan.bm.gov.in/locate-plants?area=23&assect=410&plant_type=Applant_status=1) or similar, as proof of current operational status of the plant. We understand that the bidder can technically qualify by showing prior experience in setting up and operation & maintenance of 'Source Segregated Organics' to Biogas / Bio-CNG Plant. We request OIL to kindly confirm the above.	This a clarificatory query and not a query for Amendment.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
8	3.1.1 Bid Eligibility & Bid Evaluation	Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to Biogas/Bio-CNG plant	Clause 9 (Pg. 130 of the Tender Document) already requires submission of a 10% Contract Performance Bank Guarantee (CPBG) valid from the start of the project till 3 months after the Defects Liability Period. We therefore suggest the deletion of this requirement in Clause 4.1.3 mandating an additional 10% of the annualized contract value to be maintained as a deposit in a separate bank account and the requirement to maintain 5% of the annualized contract value in the separate bank account at all times. This is to avoid duplication of financial security for the project and also to avoid incurrence of additional financial charges by the project.	(Clause to be omitted altogether)	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
9	4.1.3 Bid Eligibility & Bid Evaluation	In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LDA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL. At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.	In addition to above the bidder should submit a financial resource / cash flow plan for execution of this contract.	We understand that this cash flow plan is required to be submitted by the successful bidder only post Letter of Award to the bidder. Kindly confirm.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
10	4.1.3 Bid Eligibility & Bid Evaluation	Calculation for Estimated Bid Value (EBV)	What is the formula considered to calculate Present value	Requesting Excel file for the Sample Calculations for Evaluated Bid Value	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
11	6.1.12 Bid Eligibility & Bid Evaluation	We respectfully request that payments for EPC works & O&M be considered directly against the corresponding payment request invoices. This alignment will help maintain a healthy cash flow and ensure the smooth and timely progress of the project works.	Payment of invoices for EPC as well as O&M, if undisputed, shall be made within 15 days following the date of receipt of the invoice by COMPANY.	Payment of invoices for EPC as well as O&M, if undisputed, shall be made within 15 days following the date of receipt of the invoice by COMPANY.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail
12	27.1.8 General Conditions of Contracts		In case of any payment delay beyond 15 days reasons not attributable to bidder, OIL shall compensate the Contractor by paying interest at the rate of 12% per annum on the delayed Payment.	In case of any payment delay beyond 15 days reasons not attributable to bidder, OIL shall compensate the Contractor by paying interest at the rate of 12% per annum on the delayed Payment.	Clarification required from the OIL	Tender conditions will prevail
13	2.2.2.3 Special Condition of Contract	The first year of O&M shall not include the spares, as the same shall be covered under defect liability period.	Kindly note that the Defect Liability Period (DLP) covers only manufacturing defects and does not extend to regular maintenance or the replacement of consumable spares. Therefore, spare parts will be required even during the first year of Operation & Maintenance (O&M).	We kindly request the deletion of this clause.	Clarification required from the OIL	Tender conditions will prevail
14	3.3.1 Special Condition of Contract	3.3 Payment Terms for Operation and Maintenance 3.3.1 Payment for the operation and maintenance of the facility will be made on a quarterly basis.	We request to Consider Payment for O&M on monthly basis instead of Quarterly Basis	Payment for the operation and maintenance of the facility will be made on a Monthly basis	Clarification required from the OIL	Tender conditions will prevail
15	30(b) General Conditions of Contracts	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub-clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week, or part thereof of delay subject to maximum of 7.5% of the Contract Price.	We propose revising the LD clause to cap liquidated damages at 5% of the EPC contract value, instead of 7.5% of the total contract price. This adjustment aligns with standard industry practices and fairly reflects the impact of delays specific to the EPC scope. Further, where LD is applied, the PBG shall not be invoked and no other damages or costs are payable.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender conditions will prevail

16	3.2 Special Condition of Contract	<p>1. Drawings & Documentation (Max 3% of Contract Value excl. O&M) BEP Completion – 15% Structural Design & Drawings – 35% Mechanical Detailed Engineering – 20% Electrical & Instrumentation Engineering – 20% Permissios/Clearances – 100% of Item 1.E (Pro-rata)</p> <p>2. Civil Works (Max 40% of Contract Value excl. O&M) Monthly Running Bills (Pro-rata) – 75% Completion of Civil Work – 15% Commissioning – 5% PGTR Test – 5%</p> <p>3. Mechanical, Electrical & Instrumentation () Supply (Monthly Running Bills) – 75% Mechanical Completion – 15% Commissioning – 5% PGTR Test – 5%</p>	<p>We propose the following general Payment & C, which are accepted as industry standard today and are the terms on which we work with all of our other clients. The objective of these terms is to ensure that no extra financial charges (with no particular value) are incurred by the bidder -</p> <p>1. Drawings & Documentation (Minimum up to 10% of Contract Value excl. O&M) A. Basic Engineering Package (BEP) – 50% B. Structural Design & Civil Drawings – 20% C. Mechanical Detailed Engineering – 15% D. Electrical & Instrumentation Engineering – 15% E. Approvals/Clearances (Pro-rata) – 100% of Item 1.E in Price Schedule-1</p> <p>2. Civil Works (Maximum up to 35% of Contract Value excl. O&M) A. Monthly Running Bills (Pro-rata) – 85% B. Civil Work Completion – 10% C. Commissioning – 2.5% D. PGTR Test – 2.5%</p> <p>3. Mechanical, Electrical & Instrumentation Works (Maximum up to 65% of Contract Value excl. O&M) A. Supply of Equipment (Pro-rata) – 85% B. Mechanical Completion – 10% C. Commissioning – 2.5%</p>	Clarification required from the OIL		Tender conditions will prevail
17	3.3.1 Special Condition of Contract	<p>3.3 Payment Terms for Operation and Maintenance 3.3.1 Payment for the operation and maintenance of the facility will be made on a quarterly basis</p>	We request to Consider Payment for O&M on monthly basis instead of Quarterly Basis	Payment for the operation and maintenance of the facility will be made on a Monthly basis		Tender Conditions will prevail
18	7.1.1 Special Condition of Contract	<p>DEFECT LIABILITY PERIOD (DLP) If any parts (excluding spares or consumables) or equipment need to be replaced, the DLP for those items will be extended for one year from the date of replacement. For parts replaced in the 10th year of operation and maintenance (O&M), the DLP will be extended for one year from the time of replacement.</p>	As per standard industry practice and our vendor terms, the Defects Liability Period (DLP) for any replaced or repaired parts (excluding spares or consumables) is limited to 12 months from the date of replacement. No additional DLP beyond this period can be provided, including for items replaced during the 10th year of O&M.	Clarification required from the OIL		Tender Conditions will prevail
19	6 General Technical Specification	CONTRACTOR'S RESPONSIBILITY	<p>We request to consider the below approvals are to be considered in the scope of Client scope the bidder shall support in technical documentation. CTE, CTO, Authorization under Rule 6 of the Hazardous and Other Wastes (Management, Handling and Transboundary Movement) Rules, 2016, Factory License under the Factories Act, 1948, NOC from the concerned Municipal Corporation, & PESO and various other approvals have been kept in contractor scope</p> <p>EIA Study, Environment Clearance (EC), and all other Statutory Approvals required from any local/state/central/any other authority for Construction as well as Operation & Maintenance of the Facility. (Authorities responsibility, contractor to support)</p>			Tender Conditions will prevail

20	16 (b) General Condition of Contract	<p>Limitation of Liability</p> <p>Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.</p>	<p>We propose to have 10% of Contract Price as Limitation of liability. Further, in the proviso or exception to this clause, repair or replacement must be limited to the warranty period of this Contract and should be within the limitation of liability. However, the last sentence relating to indemnity must be removed.</p>	<p>Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 10% of the Contract Price.</p>	<p>It is industry practice to include any repair or replacement within the limitation of liability of the Contractor.</p>	<p>Tender Conditions will prevail</p>
21	15.1.3 and 15.1.4 General Condition of Contract	<p>General Conditions under Liability</p>	<p>We request to add exception to state that "CONTRACTOR does not waive its right of recourse where damage or liability has occurred due to actions of the Company or its representatives."</p>			<p>Tender Conditions will prevail</p>
22	24 General Condition of Contract	<p>SUBCONTRACTING/ASSIGNMENT</p>	<p>We respectfully request that subcontracting should not require prior written consent in all cases. We propose that prior approval be limited to major items of work. For minor items such as transportation and other ancillary services, prior approval may not be necessary."</p>		<p>There will be many small subcontracts including civil works, labor supply, transportation etc, and going for prior approval for such subcontracts will affect timelines of the Project. Further, ultimately, Contractor remains responsible for all acts of subcontractor engaged by them.</p>	<p>Tender Conditions will prevail</p>
23	44.1.8 General Condition of Contract	<p>Consequence of Termination</p>		<p>We request to that as part of consequences of termination, Company shall pay all outstanding invoices, and for all work completed until effective date of termination, and for costs incurred by Contractor towards the Works until the effective date of termination (including for material ordered but not yet supplied) and for demobilization. All third party PO's / contracts will be assigned by Contractor to Company after receipt of payment as stated above.</p>		<p>Tender Conditions will prevail</p>
24	Intellectual Property Rights			<p>Detailed clause on intellectual property to be added as below:</p>		<p>Tender Conditions will prevail</p>

				<p>"Intellectual Property Rights" means all intellectual property and industrial property rights. The Contractor shall not be allowed for any extension of time for completion except in the following cases:</p> <p>a. Force Majeure As per details stated in the Contract.</p> <p>b. Major changes or substantial addition to work ordered by the OIL adversely affecting the completion time.</p> <p>c. Any other circumstance of any kind whatsoever which may occur making the Contractor entitled to an extension of time which, however, shall be in the absolute discretion of the OIL.</p> <p>d. Any delay in approving design, drawing, document by the Company.</p>		
25	8.4 General Technical Specification	Extension of Time	We request to add "any delay in providing approval by the Company" and "delay in release of payment to the Contractor" as a ground for extension of time. Also in addition to the time, Contractor should also be paid additional cost incurred due to such delays.			Tender Conditions will prevail
26	3 Special Conditions of Contract	The payment will be released as per following Payment Terms on a periodic (quarterly) basis	We request OIL to facilitate payments against invoices raised within 7 days from the date of raising of the invoice, in order to ensure regular cash flow to finance the project. Otherwise, the project will have to incur unnecessary financial charges for working capital that will be required to fill such gaps.	The payment will be released by the Owner as per following Payment Terms within 7 days from the receipt of the invoice of the bidder, by the Owner.		Tender Conditions will prevail
27	1.1 Detailed Scope of Work	e) Any process rejects or inert materials will be landfilled in the Sanitary Landfill Facility (SLF).	<p>OIL is requested to confirm on the following two points in this regard -</p> <p>1. In whose scope is the disposal of the rejects from the MSW Stream?</p> <p>2. What is the distance of the Sanitary Landfill (SLF) from the proposed CBG Plant location, for rejects disposal.</p>	This is a clarificatory query and not a query for Amendment.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Refer the Corrigendum.

28	2.7.3Special Conditions of Contract	Work may commence by using the available water source and additional requirement (borewell) if needed, can be considered later and the decision of which shall be at the discretion of OIL.	In this regard, we respectfully submit that borewell is often the most convenient and feasible source of water for construction activities, subject to the availability of adequate groundwater as per the local water table. We therefore request OIL India to consider removing the clause requiring express approval and instead allow the bidder to proceed with borewell digging at their own discretion so that the project can be fast paced, provided the bidder ensures: 1. Necessary clearances and statutory compliances are met by the bidder; 2. Proper documentation is maintained and made available for inspection, if required.	Work may commence by using the available water source and additional requirement (borewell) if needed.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender Conditions will prevail
29	2.2.2Special Conditions of Contract	The O&M period shall be on an extendable basis for another 5 years based on the discretion of OIL.	We would request OIL to clarify this particular clause. The O&M period can be extended only when OIL places a new Work Order on the successful bidder once the new price and proposal for the additional period is accepted by OIL.	The O&M period shall be on an extendable basis for another 5 years, provided that OIL places a new Work Order on the successful bidder once the new price and proposal for the additional period is accepted by OIL.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender Conditions will prevail
30	1.2.6General Conditions of Contracts	Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work subset with necessary written consent of COMPANY on third party.	We would request waiver of this particular clause of the OIL Tender, since it would become tedious for the bidder to ensure approval from OIL for sub-contracting of any work, however small it may be. This may unnecessarily add on to the timelines of the project.	Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work subset.	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender Conditions will prevail
31	28.11 Invitation to Bid	However, depending on the merit and at the discretion of the Company, advance against Commencement of work charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of 58 from the date of payment of the Advance till recovery / refund.	Since an Advance Bank Guarantee will anyway be provided by the bidder in case of receipt of Advance, we suggest that this particular clause of providing advance at an additional interest cost of 1% beyond the Bank CC rate to be omitted. OIL, anyway being covered by the Advance Bank Guarantee being provided.	(Clause to be omitted altogether)	Rationale has been provided in the 'Bidder's Query/Clarification Required' column.	Tender Conditions will prevail
26	2.8.2Special Condition of Contract	Commissioning of the unit will be considered once the biogas generation is established from MSW feed of minimum 70 MT/day for minimum 7 days with all the sections like pre-treatment, hydrolyser, digester, purification, compression and effluent treatment are operational. Only after obtaining the commissioning certificate from PMC/ OIL project will be deemed to be considered as commissioned.	In the event that the Client is unable to supply the minimum quantity and quality of SSOF Municipal Solid Waste (MSW) feedstock of 70 MT/day within one month from our written request during the Commissioning and Stabilization period, and thereby is unable to maintain this supply level for at least 7 consecutive days, we respectfully request that the plant be deemed successfully commissioned, provided that the shortfall in feedstock supply is attributable to the Client and not due to any deficiencies in plant performance.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
27	11.1.5Special Condition of Contract	Performance Test The PGTR will be conducted continuously for 30 days following the date of stabilization of the Plant. During this period, the plant must process a minimum of 100 TPD of SSOF-MSW.	In the event that the Client is unable to supply the minimum required SSOF Municipal Solid Waste (MSW) feedstock of 100 MT/day within one month from our written request during the PGTR, and thereby is unable to maintain this supply level for at least 30 consecutive days, we respectfully request that the plant be deemed successfully commissioned, provided that the shortfall in feedstock supply is attributable to the Client and not due to any deficiencies in plant performance.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
28		PGTR- Request for additional Clause	In case due to any condition which is not attributable to the bidder the PGTR is suspended or extended, the O&M cost for the same during the extended period will be borne by OIL or PGTR is deemed to be successfully completed & OIL to provide the certificate for the same.	Clarification required from the OIL		Tender Conditions will prevail
29	11.1.4Special Condition of Contract	Design Conditions- Feed Stock	As there is no waste characterization data available, we kindly request you to share the same. This information is required for us to design an appropriate pretreatment system based on the actual waste characteristics.	Requesting the waste characterization data to understand the quality of FS.	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
30	12.1.2 Special Condition of Contract	12.1.2 Pg 151 Vendor shall design and operate the entire plant in such a way so that minimum 425 Nm3 of raw biogas at inlet of gas purification system with minimum 50% O44 content is produced per MT of volatile solids fed into the infed bunker of the plant. 2.1.3 Pg 185 The raw biogas net output (after deducting the raw biogas used for the hot water generator) shall be minimum 425 Nm3/Ton of volatile solids (in MSW fed at the plant infed bunker).	As per the waste specifications provided in the tender, the BOPFO Municipal Solid Waste (MSW) contains only 40% organics with a Total Solids (TS) content of 35%, indicating a high proportion of lignocellulosic material. This suggests that the actual quantity of biodegradable volatile solids (VS%) may be lower than the values obtained through laboratory analysis. Hence requirement of waste characterization is very important to understand the waste quality. Considering the TS of the organic material is 35% (as per the tender document), it resembles that, this organic material consist of non-biodegradable VS which is considered in the calculation of the yield. In light of this, we respectfully suggest that the minimum biogas yield be considered as 425 Nm ³ /Ton of VS fed to the digester/hydrolyser, rather than to the infed bunker. Also the VS% at the infed bunker will be high due to the plastics present in the heterogeneous MSW.	Vendor shall design and operate the entire plant in such a way so that minimum 425 Nm3 of raw biogas at inlet of gas purification system with minimum 50% O44 content is produced per MT of volatile solids fed to the digester/hydrolyser of the plant. The rationale is as provided into the query column along with below details. This is because, the VS which is coming to infed bunker will include the VS which is coming from non Biodegradable materials. To eliminate the same, we need to consider the VS that is being fed to the digester.	Refer the Corrigendum.	
31	12.2Special Condition of Contract	Performance during O&M Period 12.2.2 During the O&M period, the bidder shall maintain plant availability of 96% for each operational quarter. If the plant Availability Warranty is not met, the bidder shall compensate the owner with Availability Liquidated Damages at a rate of 1.5% for every 1% reduction in plant availability, up to a maximum of 20% of the applicable O&M fees for the relevant operational quarter. 12.2.4 Vendor shall ensure that O44 loss by weight from production of raw biogas measured at the inlet of gas purification system to purified CBG delivered at the outlet of the purification system shall not be more than 1%. If the shortfall of CBG biogas quantity (Volume as well its weight) finally delivered at the outlet of the purification system to Gas network piping header on quarterly basis over the quantity discovered during the final PGTR is more than 3%, a price discount @ 100% of prevailing CBG sale price for OIL (incl. of applicable taxes) shall be levied for shortfall of CBG biogas beyond 3% subject to a maximum of 50% of quarterly O&M bill.	Clauses 12.2.2 and 12.2.4 appear to be similar in nature as both pertain to the operational performance of the plant during the O&M period and impose liquidated damages for performance shortfalls. Clause 12.2.2 penalizes shortfalls in plant availability, while Clause 12.2.4 imposes financial penalties based on methane (CH ₄) loss and shortfall in Compressed Biogas (CBG) delivery. As both clauses may be triggered by overlapping or identical operational issues (e.g., reduced biogas production or system inefficiencies), there is a significant risk of duplication of penalties for the same underlying shortcoming. This could lead to unfair and excessive liquidated damages being imposed on the bidder. We therefore request that the clauses be reviewed and harmonized to avoid double penalization for the same performance deficiency.	We request Deletion of clause 12.2.2	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
32	12.2.4Special Condition of Contract	Performance during O&M Period If the shortfall of CBG biogas quantity (Volume as well its weight) finally delivered at the outlet of the purification system to Gas network piping header on quarterly basis over the quantity discovered during the final PGTR is more than 3%, a price discount @ 100% of prevailing CBG sale price for OIL (incl. of applicable taxes) shall be levied for shortfall of CBG biogas beyond 3% subject to a maximum of 50% of quarterly O&M bill.	We kindly request that the volatile solids (VS%) fed to the digester during the O&M period to be linked to the bidder's CBG delivery obligations, taking into account the biogas yield achieved during the PGTR.	If the shortfall of CBG biogas quantity (Volume as well its weight) finally delivered at the outlet of the purification system to Gas network piping header on quarterly basis over the quantity discovered during the final PGTR (considering volatile solids (VS%) fed to Digester) is more than 3%, a price discount @ 100% of prevailing CBG sale price for OIL (incl. of applicable taxes) shall be levied for shortfall of CBG biogas beyond 3% subject to a maximum of 50% of quarterly O&M bill.	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
33	13.1.1Special Condition of Contract	Quality of FOM The quality of FOM produced shall be in strict conformity to specification/composition as mentioned in technical bid package and no deviation shall be allowed. Bidder should comply with all the requirements as per Gazette Notification No. 2051 dated 14/02/2003 and 1972 dated 01/05/2003 issued by Ministry of Agriculture and Farmers Welfare regarding inclusion of Fermented Organic manure (FOM) under fertilizer (Inorganic, organic or mixed) (control) act 1980.	The quality of feed stock impacts the quality of FOM and the quality of Feed stock supplied is not in control bidder hence we requested to eliminate this clause.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
34	1.1 a)General Technical Specification	Biogas shall be de-sulphurised to remove Hydrogen Sulphide (H2S) and then further purified/ upgraded to remove Carbon Dioxide (CO2), Moisture and other impurities. The purified/ upgraded biogas will be compressed to 4 / 15 bar for injection into the On-Gas Distribution (OGD) pipeline.	Difference in the CBG compression pressure in this section & in Clause 10. On Page 357, where it is mentioned as CBG pressure should be 7 bar at the BL	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
35	2.3.3Special Condition of Contract	Temporary Facilities Contractor scope of work also includes providing of temporary power supply, water and other utilities required for fabrication, construction, office & drinking water facilities etc. during evacuation till completion of installation and commissioning of CBG Plant and its associated facilities as defined in specification and drawings.	Requesting OIL to kindly clarify the scope of work (providing of temporary power supply, water and other utilities required for fabrication, construction, office & drinking water facilities etc) during PGTR	Clarification required from the OIL	Clarification required from the OIL	Tender Conditions will prevail
36	1.1 e)General Technical Specification	Any process rejects or inert materials will be landfilled in the Sanitary Landfill Facility (SLF).	Requesting OIL to clarify the scope of loading rejects in Vehicles, its transport, unloading and its disposal at SLF site. Also requesting OIL to share the distance between the site & the SLF site.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
37	2.5 XV Applicable Codes, Standards and Regulations	Applicable Codes, Standards and Regulations All technology selections must be based on proven designs. The equipment, processes, or strategies proposed by the bidder must have all equipment operational for at least 2 (Two) Years in their previous projects. Additionally, all equipment must be suitable for the processing treatment of Mixed SSOF Municipal Solid Waste.	Consideration of the OSD norms is not required as this is a Biogas plant which doesn't fall under OSD norms.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
38	2.1.9General Technical Specification		As the technology, process, and equipment details (excluding equipment sizing) are defined by OIL itself, this clause should not be technically applicable.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail
39	4.3.2General Technical Specification	4.3 Redundancy Requirements All the Heat Exchangers / Coolers shall be of 2 x 100% or 3 x 50% capacity.	However, if necessary, the Performance Test Reports (PTR) of the selected equipment can be provided from the respective equipment vendors or OEMs after the project award. Heat exchangers are stationary equipment, and therefore it is not essential to provide 2 x 100% redundancy. In the event of a malfunction, the unit can be promptly replaced with the available spare to ensure continuity of operations. Hence we request OIL to consider 1W heat exchanger/cooler with the mandatory spares in store.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail

40	4.3.3 General Technical Specification	All the mixers and agitators shall be of n-1 configuration (n=design number). In other words, even if one mixer or agitator is out of operation, the unit / system shall be able to give the designed outcomes.	For open tanks such as digester sump tank,centrate sump tank, the agitator can be kept as a standby unit in storage rather than installed as a fixed standby, which simplifies maintenance and ensures rapid deployment when needed. For closed tanks like digester, agitator redundancy can be of n-1 configuration.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
41	4.3.4 General Technical Specification	All process lines must be designed to operate at 130% capacity. A minimum of two streams should be considered, with each stream having a capacity of 65% (2 x 65%).	This method of keeping the two process lines , while the objective of designing all process lines for 130% capacity with a two-stream configuration (2 x 65%) is acknowledged, separating the process into multiple independent lines is not feasible/adviseable due to the integrated and continuous nature of the operation and As we have Standby for all critical equipment. The high level of interdependency within the process limits the practicality of parallel streams, as doing so would adversely affect efficiency, process control, and overall operability.	Requesting to keep the standard philosophy of single lines for process.	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
42	4.3.5 General Technical Specification	All the tanks / sumps shall be of 2 x 60%.	Provisioning two tanks/sumps for the same process would necessitate the inclusion of additional systems/equipment, which are not essential and would adversely impact the overall project cost and commercial viability. As an alternative, we propose to add additional total design margin of 10% in the same tanks.	Requesting to keep the standard tank with approx. 10% of additional design buffer in the tanks.	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail
43	7.4 General Technical Specification	Plant Cleaning Equipment • Skid Str Loader	What all equipments are required under this category?	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
44	7.5 General Technical Specification	• Truck • Tractor + 2-Wheeled Hydraulic Trolley. • Truck Mounted Suction Machine. • Emergency Response Vehicle (Ambulance)	What is the quantity of each vehicle to be considered for supply? Can we consider Electric vehicles for the same?	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
45	7.6 Control and Automation Philosophy for Operation of Plant	Control and Automation Philosophy for Operation of Plant The complete Plant shall be designed for automatic operation through Programmable Logic Control (PLC) and Supervisory Control and Data Acquisition (SCADA). All the Equipment shall be necessarily connected to PLC for monitoring and control.	Can the plant be designed for semi-automation, with all key equipment integrated with PLC and SCADA, allowing minimal manual intervention where needed for efficient and cost-effective operation?	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
46	12.2 General Technical Specification	12.2 Commissioning Tests Commissioning tests shall be performed in accordance with the procedure contained in the commissioning program approved by the Owner for individual equipment/system and as a plant	Requiring the bidder to perform an additional pre-commissioning test in addition to the Acceptance Test may result in a repeated activity prior to commissioning, which is not essential and could potentially lead to delays in the project schedule.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
47	12.3 General Technical Specification	12.3 Trial Operations The trial operation will last for a minimum period of thirty (30) days continuously at rated full load or part load.	In this test the PGTR (unit) WRT: 11.1.1 Pg. No. 132 of tender document As per the details, it is understood that over and above PGTR the bidder needs to perform this trial operations.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
48	12.4 General Technical Specification	12.4 Reliability Run Upon the successful and satisfactory completion of the Trial Run and Reliability Run, as approved by the Owner, the plant will be ready for the Performance Guarantee Test Run (PGTR).	We request to consider PGTR test directly post the commissioning & rampup of the plant. This is because PGTR fulfills all the conditions that are considered in the performance test, Availability test, Trial Operations & Reliability Run which will delay the project. Hence requesting to remove the other tests like availability test, Trial Operations Test & Reliability Run. We request to consider the same earlier PGTR test procedure (which was considered for Tinsukia & Bhubaneswar) for these tenders/projects too.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
49	26 General Technical Specification	DOCUMENTS TO BE SUBMITTED ALONG WITH BID 26.1.1 General (Applicable for all discipline) 3. General arrangement drawing with section for major building viz Digester, Hydrolysis tank, Feed mixing tank, SCADA Room, SLS Room, Purification shed, Laboratory etc., showing maintenance area. 11. Maintenance plan. 14. Reference list detailing the Bidder's experience in using the specified equipment over the past three years (03) from the date of bid issuance. 26.12 Mechanical 3. Piping & Instrumentation Diagram (P&IDs) 5. Water Balance 6. Energy Balance 26.13 Electrical 1. Technical description of electrical system. 2. Typical Single line diagram (SLD). 3. Characteristic curves. 4. Description & Catalogues of all Electrical equipment 26.14 Control & Instrumentation	The listed documents are engineering deliverables that shall be shared during project execution and we kindly request its exclusion from the current submission requirements, as it will be developed during the detailed engineering phase.	Request exclusion of the documents mentioned in tender & in the adjoining column 'Existing provision as per Tender' from the current submission requirements	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
50	Annexure 6 NDCATIVE GA DRAWING OF THE PROJECT LAYOUT	Single line schematic diagram of electrical system for grid interfacing General drawings of electrical installations including unit substations control & metering station, etc. General arrangement drawings and circuit diagrams of major electrical equipment.	These documents are a detailed engineering document which shall be submitted during project execution, hence requesting OIL to exclude it's submission along with the bid	Request exclusion of the documents mentioned in tender & in the adjoining column 'Existing provision as per Tender' from the current submission requirements	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
51	3 Section-VIII Detailed Technical Specifications - Process & Mechanical	3.2 Data Sheet - Weighbridge	Weighbridge size & capacity should be defined as per the requirement of client.		This can be a difference between the consideration in design from bidder to bidder. To bring clarity in the system, we request OIL to share the technical details of the weigh bridge like, capacity, quantity & dimensions for bringing all bidders on one page.	Refer the Corrigendum.
52	1.1.4 Section-VIII Detailed Technical Specifications - Process & Mechanical	All process (including feedstock processing & pre-treatment) lines must be designed to operate at 130% capacity. A minimum of two streams should be considered, with each stream having a capacity of 65% (2 x 65%).	This method of keeping the process lines separate, while the objective of designing all process lines for 130% capacity with a two-stream configuration (2 x 65%) is acknowledged, separating the process into multiple independent lines is not feasible due to the integrated and continuous nature of the operation. The high level of interdependency within the process limits the practicality of parallel streams, as doing so would adversely affect efficiency, process control, and overall operability.	Requesting to keep the standard philosophy of single lines for process with adequate design margins	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
53	1.1.5 Section-VIII Detailed Technical Specifications - Process & Mechanical	Standalone balloons shall be minimum of 2 x 50% (if provided).	This redundancy in gas holder is not necessary, as storage is already provided above the digester tanks, including additional redundant storage would increase both CAPEX along with space requirements.	Requesting to reconsider this redundancy of the gas holder	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail
54	1.1.8 Section-VIII Detailed Technical Specifications - Process & Mechanical	Specifically, the same type of equipment should have been in use for more than three years under similar conditions in India without major breakdowns. Unproven, prototype or first-off equipment or components are not acceptable.	Equipment selection can be finalized based on suitable PFRs, which will be provided by the respective equipment vendors post award.	Clarification required from the OIL	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Refer the Corrigendum.
55	4.4.5 General Technical Specification	RDF Storage is mentioned to consider 7 days	Typically, the process rejects will consist of materials such as plastic, cloth, glass, wood, metal, sand, and silt. Therefore, our plant will not generate RDF. We request clarification on this aspect	Clarification required from the OIL	1. As there is already storage considered for Raw Biogas, we dont require additional Storage 2. Since storage for raw biogas has already been accounted for, additional storage is not required.	Refer the Corrigendum.
56	4.4.5 General Technical Specification	Equipment/Section Name Owner's Design requirement 9 Purified biogas storage 4 hour/day	Raw Biogas storage as mentioned in the tender are enough for the Biogas storage, as we are doing grid injection, in case bidder need to supply a purified gas balloon we need to depressurise it from 12 bar to 20bar to store gas in balloon, and again pressurise it from 20 m bar to 7 bar for grid injection which will result in additional capex & opex without adding any operational advantage.	We request OIL to consider the removal of this Standalone gas holder for purified biogas.	2. The purified biogas exiting the Biogas Upgradation System is at a high pressure (approximately 10 to 11 barg). The current positioning and design of the biogas holder are not suitable for handling gas at this pressure. Furthermore, reducing the pressure for storage in a low-pressure biogas balloon would necessitate recompression later, resulting in additional energy consumption and operational inefficiencies, thereby impacting the process economics.	Refer the Corrigendum.
57	Section-VIII: Detailed Technical Specifications - Process & Mechanical	Datasheets of the equipments	All datasheets to be filled by the bidder are required during the engineering phase of the project and are not applicable at the bidding stage. These details can be provided as part of our deliverables during the engineering phase.	Requesting OIL to exclude the data sheets from current submissions.	All datasheets to be filled by the bidder are required during the engineering phase of the project and are not applicable at the bidding stage. These details can be provided as part of our deliverables during the engineering phase.	Tender conditions will prevail
58	10.1 Section-VIII: Detailed Technical Specifications - Process & Mechanical	10.1.2 Slurry Chamber: The slurry chamber collects the waste slurry from the screw filter for further processing. 10.1.3 Mixing tank, feed transfer pumps, valves: The waste slurry is thoroughly mixed with water. valves, feed transfer pumps and valves	Both these requirements contradict the process description and scope given in clause 11 on Organic Extraction System, clause 12 on Grit Removal System, Clause 13 on Bio-Methanization System, including (1) Buffer Tank Feed Pumps (2) Buffer Tanks (3) Digester Feed Pumps. As per the process description given in above mentioned clauses, we do not require an additional slurry chamber and mixing tank hence, we request to delete both these clauses.	Deletion of both these clauses	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail
59	8.1.3 Section-VIII: Detailed Technical Specifications - Process & Mechanicalshall be conveyed to the Ballistic Separators.	Ballistic Separator mentioned here but as per clause 8 WIND SIFTER 8.1 Design Requirement, 8.2 Datasheet - Wind Sifter, 9 RECYCLING / SORTING STATION, 10 PRE-TREATMENT SYSTEM process description and data sheets ballistic separator is not required and hence we request deletion of this sentence.	Deletion of both this clauses /sentence	Rationale has been provided in the 'Bidder's Query / Clarification Required' column.	Tender conditions will prevail

81	BRS 6BRS 6	Note: "the Guaranteed Production of Biogas per MT of Volatile Solid shall be equal or more than 425 Nm ³ for the operative period of the plant"	The yield of 425 Nm ³ should not be considered constant for the operative period of plant, but the value which is finalized during the PGTR stage should be considered as a benchmark for the further guarantees in the operations.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
82	21.3.12Green Belt	Adequate plantation shall be provided along the periphery and in the CBG project to satisfy the norms and stipulation as laid down by the Govt. of Uttar Pradesh and MoEFCC, Government of India	As the project location is Assam, OIL to confirm the consideration of the norms as per Govt. of UP & MoEFCC, GOI.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
83	1.4.5 (g)Green Belt	Green Belt development as mandated by SRCB shall be considered while developing the site for the proposed CBG Plant.	In contradiction to the point mentioned above on Pg. No. 269 where it mentions to consider the norms and stipulation as laid down by the Govt. of Uttar Pradesh and MoEFCC, Government of India.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
84	BRS - 6BRS - 6 GUARANTEED BIOGAS PRODUCTION PER METRIC TON OF VOLATILE SOLID	Organics Recovery (Organic recovery from the MSW processing & pre-treatment plant)	Requesting OIL to reduce the value of the organic recovery	Requesting OIL to reduce the value of the organic recovery to 80% from the Heterogeneous MSW.	This request arises because the waste composition includes approximately 60% inorganic material. Consequently, during the feedstock processing and the separation of inorganic matter from organic materials, there is a higher possibility of organic matter adhering to the inorganics. This leads to increased organic losses during processing.	Refer the Corrigendum.
85	11.2Requirement for successful completion of the PGTR	Number of manpower shall be evaluated post successful PGTR with the mutual consent of Owner while contractor shall provide minimum and maximum range within range of 15% in terms of cost	The clause regarding manpower requirements post PGTR is ambiguous. We request clarification on the following points: Please confirm whether the "15% in terms of cost" refers to: a) Variation in the cost of manpower, or b) Variation in the number of manpower personnel. At what stage is the contractor expected to provide the manpower cost range (±15%) — during bid submission or after PGTR? How will the final manpower requirement and associated cost be formalized post PGTR? Will there be a mechanism for cost adjustment if the actual requirement deviates from the range provided?	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
86	2.2.12Services during Execution	All Civil works including but not limited to Land development of complete plant, Site grading/leveling, admin building, control room, Road, Construction, boundary wall development with gates etc. and other works as per scope.	The site/land development will need to be reconsidered, as a green company bidders may not be in a position for removal of the trees from the site which are already present at site. We request OIL to consider the same in OIL's Scope.	Clarification required from the OIL	Clarification required from the OIL	Tender conditions will prevail
87	11.1.4Design Conditions.	Bidder shall furnish the correction curve / factors accordingly taking into feedstock quality variations. Correction curves shall be furnished for the following: a) RBG at the Inlet to Biogas Cleaning & Upgradation System (net of the RBG used for Hot Water Generator) Vs QF (QF ranging from 7 to 15%). b) CBC at the Outlet of Biogas Cleaning & Upgradation System (net of the RBG used for Hot Water Generator) Vs QF (QF ranging from 7 to 15%).	We respectfully request that OIL to consider the submission of correction curves/factors, subsequent to the award of the contract.	Clarification required from the OIL	Clarification required from the OIL	Refer the Corrigendum.
88	23.1Section-VIII: Detailed Technical Specifications - Process & Mechanical	Solar-Enhanced Green House Type Composting Facility The composting facility shall be of Solar Green House type comprising closed polycarbonate sheds which allow the solar radiation into the sheds, suitable ventilation system, spreader cum turner machines etc.	We request the client to allow the provision of an open windrow composting system instead of a Solar-enhanced Composting Facility	Amendment requested from OIL	The conventional open windrow composting system is a proven and widely adopted method, particularly suitable for large-scale composting of organic fractions from MSW. It offers a cost-effective, low-maintenance solution with established performance in various climatic conditions. Considering the operational and financial efficiency, we suggest that the tender provision may be amended to permit conventional windrow composting as an acceptable alternative.	Tender conditions will prevail
89	1.1 28.2Definitions & Interpretation Commissioning & Stabilization	1.1 COMMISSIONING means Commissioning of the unit will be considered once the biogas generation is established from MSW feed of minimum 30 MT/day 28.2 Commissioning of the unit will be considered once the biogas generation is established from MSW feed of minimum 70 MT/day for minimum 7 days with all the sections like pre-treatment, hydrolyser, digester, purification, compression and effluent treatment are operational.	These two clauses contradict each other, we request OIL to clarify the details.	Amendment requested from OIL		Refer the Corrigendum.
90	BRS 5BRS 5	Annexure-XX: Statement of Technical Conformity to be issued by the Bidder.	This document is missing.	Clarification required from the OIL		Refer the Corrigendum.
91	Appendix 2Appendix 2	On page 275 is mentioned Appendix 2 as the "Reporting Format" On page 109 is mentioned Appendix 2 as the "Indicator Soil test report" On page 757 is mentioned Appendix 2 as the "Declaration about bidder's financial standing" but in tender doc this is Proforma X.	Clarification required from the OIL	Clarification required from the OIL		Please check in the E-tender Portal of OIL
92	Appendix 1EHS requirement	Contractors EHS requirements present as Appendix 1 to this schedule.	The name of Appendix 1 is having a contradiction in the document	Clarification required from the OIL	Clarification required from the OIL	Noted and OIL will revert
93			O&M Price and Manpower Requirement. In order to ensure realistic and sustainable bids, we request inclusion of the following clause: "The quoted price for Annual Operation & Maintenance (O&M) shall not be less than 6% of the total Basic TEPC contract value. This is based on the industry experience and reference taken from similar tenders for CBG production based on MSW (BPCB, Bina). Additionally, the bidder must commit a minimum of 63 personnel for O&M activities based on industry experience. This will be an essential condition and a prerequisite for the award of the contract. The bidder must also provide a recommendation for Mandatory Inclusion of a Stage Membrane System for CH ₄ Removal"	we request the following amendment from OIL 1)The quoted price for Annual Operation & Maintenance (O&M) shall not be less than 6% of the total Basic TEPC contract value. 2)The bidder must commit a minimum of 63 personnel for O&M activities.	To insure realistic and Sustainable Bids	Tender conditions will prevail
94	10	Methane Recovery >99%		1) 17.1.3 CO ₂ removal can be based on the following technology: 2) 17.1.3 CO ₂ removal can be based on the following technology:	1) There is a possibility that some bidder may underquote by offering an inferior technology to secure the contract which will never limit the methane loss to 1%. Therefore we request	Refer the Corrigendum.

Special Condition of Contract		As per the tender specifications, the allowable methane loss is capped at less than 1% .	o Membrane Separation	o Oil to assess our suspension and evaluate the CO2 removal technologies available in the	
95	12.1.2Special Condition of Contract ***minimum 425 Nm3 of raw biogas at inlet of gas purification system with minimum 50% CH4 content is produced per MT of volatile solids....	<p>**Recommendation for mandatory submission of Performance Track Record (PTR) by the bidder, demonstrating Biogas Yield**</p> <p>We recommend that PTR to be made mandatory for every bidder to submit along with the technical bid submission of the tender, a Performance Track Record (PTR) of a minimum of 1 Year, in the form of plant operations data. This PTR should clearly demonstrate an average biogas yield of not less than 425 Nm³ per ton of Volatile Solids (VS) fed to the hydrolyzer or digester.</p> <p>An illustrative Example of a line item in the data sheet / PTR sheet (Based on Actual Certified Data Sheet by developer/owner):</p> <ol style="list-style-type: none"> Slurry fed to hydrolyzer: 300 m³ Total Solids (TS) of slurry: 15% Volatile Solids (VS) in TS: 74% Biogas generated: 20,000 Nm³ <p>Based on this data OIL can calculate following:</p> <ol style="list-style-type: none"> VS fed (ton/day) = 300 * 15% * 74% = 33.3 Biogas yield (Nm³/ton VS) = 20000 / 33.3 = 600 Nm³/ton of VS fed to the Digester. 	<p>All bidders shall submit a Performance Track Record (PTR) of at least 1 Year, as part of the technical bid, demonstrating plant operations data with an average biogas yield of not less than 425 Nm³ per ton of Volatile Solids (VS) fed to the hydrolyzer or digester.</p> <p>An illustrative Example of a line item in the data sheet / PTR sheet (Based on Actual Certified Data Sheet by developer/owner):</p> <ol style="list-style-type: none"> Slurry fed to hydrolyzer: 300 m³ Total Solids (TS) of slurry: 15% Volatile Solids (VS) in TS: 74% Biogas generated: 20,000 Nm³ <p>Calculation that can be done based on operational data:</p> <ol style="list-style-type: none"> VS fed (tons/day) = 300 * 15% * 74% = 33.3 Biogas yield (Nm³/ton VS) = 20000 / 33.3 = 600 Nm³/ton of VS fed to the Digester. 	<p>OIL to assess our suspension and evaluate the CO2 removal technologies available in the</p> <p>1)This will ensure that only those bidders with the requisite technological competence in the most critical aspect of a Biogas Plant apply for the tender, thereby assuring overall project success and ensuring that the project is not put at risk after award.</p>	Tender conditions will prevail
96	4.1.3Bid Eligibility Criteria	<p>Working Capital Requirement Across Multiple Tenders</p> <p>As the execution timelines for the Street Oil, tender – Jarhal, Cuttack, and Agarata – overlap, the combined working capital requirement stands at ₹46.66 Cr. In the event the same bidder becomes L1 for all three projects.</p> <p>If the L1 bidder fails to demonstrate the cumulative ₹46.66 Cr working capital, they shall be disqualified from the tender(s) for which the working capital requirement is not met. In such cases, the L2 bidder must be awarded the projects, subject to fulfillment of all other eligibility criteria.</p>	we request an amendment from OIL	<p>1)This approach encourages realistic bidding, ensures financial capability alignment with project responsibility, and reduces the risk of execution failure due to financial overcommitment</p>	Tender conditions will prevail
97	6.1.4 Page 133	<p>We request that an initial preparatory period of 3 months from the date of LOA be provided exclusively for obtaining statutory approvals, including Consent to Establish, local body NOCs, and other permissions. The timeline for Mechanical Completion, Commissioning, and PGTR may follow thereafter as currently prescribed.</p>	<p>Preparatory Period for Approvals: 3 months from LOA Mechanical Completion of all Project Works (18 Months from LOA) Commissioning and stabilization (21 Months from LOA) Completion of PGTR (24 Months from LOA)</p>	<p>As per the tender terms, the entire responsibility of obtaining statutory approvals is placed on the bidder. In practice, the timeline for securing these approvals varies by state and local authority and may often take 3-6 months despite proactive follow-up. Without a defined preparatory period, the effective implementation timeline for engineering, procurement, and construction activities gets unduly compressed. A 3-month preparatory window will ensure realistic planning, smoother execution, and better alignment.</p>	Tender conditions will prevail
98	10. Guaranteed Production Page 135 13. Quality of FOM Page 152	<p>C. FOM Requirement FOM Standard As per FCO Standard 13.1 General requirement</p>	Off spec can happen due to high/low protein content in waste, ammonia & alkalinity generation as part of digestion process and high conductivity in the input waste etc. Quality of FOM cannot be guaranteed	Humble Request to delete the same	As per clarification
99	10. Guaranteed Production Page135	B. Methane Recovery ->99%	We request authority to relax methane recovery to >= 95%	Mandating very high methane recovery (>99%) for small-scale CBG plants is not economically justifiable. Achieving such high recovery rates necessitates the installation of multiple stages of membrane modules and recirculation loops, which in turn require higher-capacity infeed compressors. These added components significantly increase the capital cost as well as operational cost (mainly electricity consumption).	Refer the Corrigendum.
100	4.52 Page 204	The incoming feedstock shall be processed through MSW processing system, followed by a bio-methanation system to produce biogas. The front end of the process (MSW processing system) shall operate for a minimum of 365 days per year, allowing for a maximum of 15 days per year for major maintenance shutdowns.	The incoming feedstock shall be processed through a Mixed-MSW processing system, followed by a bio-methanation system to produce biogas. The front end of the process (MSW processing system) shall be designed for operation up to 330 days per year, allowing for up to 35 days annually for both planned preventive maintenance and unforeseen downtime, including repairs, cleaning, utilities shutdowns, and other operational contingencies.	Continuous operation for 365 days a year with only 15 days of downtime is highly challenging, particularly for mixed MSW processing systems that handle heterogeneous and abrasive materials. Based on our industry experience and practical operating data, such systems typically require at least 30 days of cumulative annual downtime to accommodate preventive maintenance, corrective repairs, and other operational contingencies.	Tender conditions will prevail
101	13.6.1 Page 246	The O&M Contractor shall maintain annual plant availability of ≥90% for each operations year during O&M period. In case of shortfall in meeting the plant Availability Warranty in any year, the Bidder shall compensate the owner, as per the penalty clause.	The O&M Contractor shall maintain annual plant availability of ≥90% for each operations year during O&M period. In case of shortfall in meeting the plant Availability Warranty in any year, the Bidder shall compensate the owner, as per the penalty clause.	Standard Industry Practices/ Norms.	Tender conditions will prevail
102	BRS-6 Page 779	3. Organics Recovery (Organic recovery from the MSW processing Organics Recovery (Organic recovery from the MSW processing & pre-treatment plant) 90%	Request to delete the same	Guaranteeing a fixed 90% organic recovery from mixed MSW is not standard practice in India or even in the EU, given the variability in waste composition, contamination levels, and seasonal fluctuations. International best practices focus on purity of extracted organics, which ensures process stability and efficiency in biomethanation plants. Over-specifying recovery targets without control over feedstock characteristics can lead to unrealistic guarantees and non-compliance risks.	Refer the Corrigendum.
103	12.4.29 Pg 75 and 173	The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after allowing input tax credit.	Our understanding is that EPC contract shall fall into purview of composite supply in nature of Works contract and shall attract GST rate of 18% as against 13.8% (which was earlier 5%/12%) applicable for renewable energy devices. Link of sample case AAR ruling: https://gstcouncil.gov.in/sites/default/files/2024-02/scanned-gst-rulings-renewables-order.pdf	We would suggest to add a provision that the applicable GST rate shall be basis AAR ruling to be obtained post award of this EPCOM work within 45 days from date of LOA	Refer the Corrigendum.
104	3.1.7 Pg 683 15.1.5 Pg No. 154	Contractor while ordering of all Equipment shall ensure that the guarantee of supply of spares for a period of 25 years or entire life of the equipment shall be obtained by the Contractor. Bidder shall also guarantee supply of spares for at least 15 (Fifteen) years after commissioning of the plant. In case of future upgradation of a product in terms of hardware, bidder shall remain committed to upgrade the product.	Supply of spares shall be ensured up till the CONTRACTOR is involved for O&M of the plant i.e., 10 years post COI inconsistency between 25 years and 15 years	CONTRACTOR while ordering of all equipment shall ensure that the guarantee of supply of spares for a period of 10 (ten) years or contract period shall be obtained by the CONTRACTOR. The CONTRACTOR shall submit the written compliance to the OWNER in this regard. Beyond this period, the OWNER shall liaise directly with the manufacturers or suppliers for spare parts procurement post expiry of O&M period.	The requirement to guarantee spare parts for 15 years (or the equipment's life) is impractical as manufacturers often change production lines, discontinue models, or revise product standards within much shorter cycles. The clause is disproportionate and places an undue burden on the CONTRACTOR, as the O&M obligation is limited to 10 years. Increase of future operational costs associated with this clause should be avoided.
105	3.1.8 Page 127	For works where payment is based on the actual work done or on a pro-rata basis, the work must be fully completed for the portion for which payment is requested. The final quantity for items paid based on actual work done will be determined according to Payment Terms of the tender. Payment will be released on a pro-rata basis for the work completed, in accordance with the requirements specified here and elsewhere in the tender, up to the percentage ceiling mentioned for the corresponding schedule or sub-schedule.	Kindly consider milestone-based billing for capital-intensive packages like digester, purification units and others. Please confirm flexibility on schedule-wise percentage ceilings.	Rigid billing based only on completion may create liquidity pressure; milestone billing balances cash flow.	Tender conditions will prevail
106	Point No. X	Bid Security/EMD Amount (₹ 2.16 Cr.)		Please consider EMD exemption for MSME's as per the GFR 17D rule.	Tender conditions will prevail
107	Point No. X	Bid Security/EMD Amount (₹ 2.16 Cr.)		As per CVC guidelines, EMD should be sufficient to ensure that bidders honour their bids but at the same time should not be large enough to reduce competition. EMD value should not be more than 2-5% of the estimated project value.	Tender conditions will prevail
108	Clause 10	PPP (Public Procurement policy) for Micro and Small Enterprises is not applicable for this tender (being works contract tender). Hence, exemption from submission of bid security against MSE Units is not applicable for this tender.	EMD Exemption		Tender conditions will prevail
109	Clause 3.1.1 (Experience of the Bidder - TECHNICAL EVALUATION CRITERIA)	<p>shall have prior experience of setting up and operation and maintenance of MSW waste to Biogas/Bio-CNG plant including ETP in last 10 Financial years of following capacity:</p> <ul style="list-style-type: none"> ≥ One plant of minimum 128 TPD Feedstock capacity OR ≥ Two plants of minimum 80 TPD Feedstock capacity OR ≥ Three plants of minimum 64 TPD Feedstock capacity 	<p>We request that the criteria consider the experience of companies with extensive backgrounds in both establishment and O&M as separate qualifications. Please revise the clause as below:</p> <ol style="list-style-type: none"> In the 12 (Twelve) years preceding the Bid Due Date, the Bidder shall have developed and/or designed and constructed at least: <ul style="list-style-type: none"> ≥ One plant of minimum 128 TPD Feedstock capacity OR ≥ Two plants of minimum 80 TPD Feedstock capacity OR ≥ Three plants of minimum 64 TPD Feedstock capacity 	<p>Additionally, we would like to highlight that we have 12 years of experience in the design, engineering, construction, and O&M of one of India's largest Waste-to-Energy plants based on Biomethanation, located in Solapur, Maharashtra on BOOT basis. This plant operates on Thermophilic High Solids Anaerobic Digestion technology. We believe such experience should be considered within the criteria.</p> <p>Further, we are currently upgrading this plant to produce Compressed Biogas (CBG) by incorporating additional feed materials, which will enhance biogas production for CBG. We suggest that experience in such upgrades be included as relevant experience.</p>	Refer the Corrigendum
110	Clause 3.1.1 (Experience of the Bidder - TECHNICAL EVALUATION CRITERIA)	<p>shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to Biogas/Bio-CNG plant including ETP of a minimum capacity of 64 TPD plant for at least 2 (two) years of O&M experience in last 10 Financial years.</p>	<p>Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to Biogas/Bio-CNG plant and can supply and operate ETP.</p>	<p>Mandating the presence of an ETP as a criterion for eligibility may not be appropriate for existing biogas plants, as many operators adopt alternative and environmentally sound practices. These include reusing digester water for slurry preparation, marketing it as LFGD, or safely discharging it to nearby STPs or CETPs.</p>	Refer the Corrigendum
111	Clause no. 1.1 (E-T) Incoming HT Power Supply)	33kV HT Power shall be made available by Tripura State Electricity Corporation Limited at Contractor's HT Substation (to be provided for import of power)	There appears to be a discrepancy regarding the incoming HT power supply. While one clause mentions 33kV HT power supply from Tripura State Electricity Corporation Limited, another clause specifies incoming power as 11kV.	Please confirm the exact incoming voltage level (33kV or 11kV) to be considered for design and costing purposes.	Refer the Corrigendum
112	Clause No. 1.5.5 (Detailed Specifications / Requirements of Scope of Work)	Incoming Power Supply AC, 11kV, 3 Ph, 50 Hz			Refer the Corrigendum
113	Clause No. 3.11 (financial criteria) (TECHNICAL EVALUATION SHEET FOR BEC/BRC)	The bidder must have annual financial turnover from operation of Rs. 54.17 Crore in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports. [Annual Financial Turnover from Operation of the bidder shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]	The annual financial turnover of Rs. 48 Crore in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports		Refer the Corrigendum

114	Notes on BEC Clause 3	<p>ii) For proof of requisite experience, the following documents must be submitted along with the bid.</p> <p>i. Copy of Concession Agreement or contract document or work order documents showing details of work.</p> <p>AND</p> <p>ii. Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.</p> <p>Or</p> <p>Bank statement for payment received against invoice(s) raised for the work/TDS</p>		<p>Our project is implemented on BOOT basis and does not have a traditional completion certificate with gross value. Kindly confirm if the following documents will be acceptable as proof of experience:</p> <p>i. Copy of Concession Agreement/Work Order</p> <p>ii. Commissioning Certificate from the authority confirming plant is operational with capacity and duration</p>		Tender conditions will prevail
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