

| PRE-BID QUERIES RESPONSES for Tender No: CO9336P05 | | | | | | | | |
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| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL | |
| 1 | INSTRUCTIONS TO BIDDER 9.8 | 24 | 9.8. 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 | INSTRUCTIONS TO BIDDER 25.4 | 33 | 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 Pg.31, or Clause 9 Pg.135. w/e 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 | Bid Eligibility & Bid Evaluation 3.1.1 (c) | 41 | Definition of Similar Work Design, Engineering, Construction, Procurement, installation, Commissioning of Biogas/CBG Project | The title of the contract document specifying 'Scope of Work' of the contract reads 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 TPEC 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 for qualification purpose. | 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. | |
| 4 | Bid Eligibility & Bid Evaluation 3.1.1 (c) | 42 | 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. | Definition of Similar Worksuccessful 12 (Twelve) 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 | Bid Eligibility & Bid Evaluation 3.1.1 (b) | 41 | Definition of EPCOM and Operation & Maintenance (O&M) for the same plant in India as on date of bid submission | 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. 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 agency. | 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 | Bid Eligibility & Bid Evaluation 3.1.2 (a) (ii) | 42 | Completion Certificate showing gross value of the job / service, description of job/service and duration of the contract. | 1. 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 reactors, installation and assembly work'. The bidder will therefore submit this Mechanical Completion / Cold Commissioning Certificate signed by the client, signifying the Completion Certificate requirement of the tender. We request OIL to consider this Mechanical Completion / Cold Commissioning Certificate as proof of completion of the plant. 2. In addition to the above, the bidder will also provide a letter from the bidder's client, which mentions the description of the scope of work executed by the bidder, the contract value of the work done, the date on which the plant achieved Commercial Operations Date (COD) and the duration for which Operations & Maintenance (O&M) was undertaken by the bidder at the said plant. As a supporting document, we request OIL to further consider this letter as proof of work completion. 3. Moreover, we have a contract (Evaluation Period Service Agreement) which states that Operations & Maintenance (O&M) starts from 1st January, 2023 upon completion of commissioning of the plant. Therefore, we have the O&M contract which has already been executed. This O&M contract was originally for a year and it was further extended for 9 months from 1st January, 2024 till 30th September, 2024. The bidder shall provide this as the proof of project completion since O&M contract can start only after achieving Commissioning as defined in the TPEC Contract. The bidder shall thus provide the above set of documents as conclusive proof that the plant achieved commissioning on the 31st of December, 2022 and this is conclusive evidence of completion of project by the bidder. Kindly confirm. | This is 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 | Bid Eligibility & Bid Evaluation 3.1.1 | 41 | 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 BiOCNG / CBG sales invoices raised during March 2025 or joint ticket signed by the final CGD 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 Unfiled Registration Portal for Bio-CNG Plants (https://goardhan.tsm.gov.in/locate-plants?state=2&district=410&plant_type=&plant_status=) or similar, as proof of current operational status of the plant. | 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. | |
| 8 | Bid Eligibility & Bid Evaluation 3.1.1 | 41 | Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to Biogas/Bio-CNG plant | We understand that the bidder can technically qualify by showing prior experience in setting up and operation & maintenance of 'Source Segregated Organic' to Biogas / Bio-CNG plant. We request OIL to kindly confirm the above. | Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated organics) to Biogas/Bio-CNG plant | Rationale has been provided in the 'Bidder's Query/Clarification Required' column. | Tender conditions will prevail | |
| 9 | Bid Eligibility & Bid Evaluation 4.1.3 | 43 | In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All 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. | 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. | Refer the Corrigendum. | |
| 10 | Bid Eligibility & Bid Evaluation 4.1.3 | 43 | 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. | 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. | |
| 11 | Bid Eligibility & Bid Evaluation 6.1.1.2 | 50 | 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 | | Tender conditions will prevail | |

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| 12 | General Conditions of Contracts 27.1.7 | 85 | Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY. | 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. 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 | Special Condition of Contract 2.2.2.3 | 114 | 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 | Special Condition of Contract 2.2.2.3 | 118 | 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 |
| 15 | Special Condition of Contract 3.3.1 | 124 | 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 aMonthly basis | Clarification required from the OIL | Tender Conditions will prevail |
| 16 | General Conditions of Contracts 30(b) | 87 | 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 | Clarification required from the OIL | Clarification required from the OIL | Tender Conditions will prevail |
| 17 | Special Condition of Contract 3.2 | 124 | 3.2 Payments against EPC Works 1. Drawings & Documentation (Max 3% of Contract Value excl. O&M) A. Basic Engineering Package (BEP) – 15% B. Structural Design & Civil Drawings – 35% C. Mechanical Detailed Engineering – 30% D. Electrical & Instrumentation Engineering – 20% E. Approvals/Clearances (Pro-rata) – 100% of Item 1.E in Price Schedule-1 2. Civil Works (Max 40% of Contract Value excl. O&M) A. Monthly Running Bills (Pro-rata) – 75% B. Civil Work Completion – 15% C. Commissioning – 5% D. PTR Test – 5% 3. Mechanical, Electrical & Instrumentation Works A. Supply of Equipment (Pro-rata) – 75% B. Mechanical Completion – 15% C. Commissioning – 5% D. PTR Test – 5% | We propose the following general Payment T&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 - 1. Drawings & Documentation (Maximum up to 10% of Contract Value excl. O&M) A. Basic Engineering Package (BEP) – 50% B. Structural Design & Civil Drawings – 30% C. Mechanical Detailed Engineering – 15% D. Electrical & Instrumentation Engineering – 15% E. Approvals/Clearances (Pro-rata) – 100% of Item 1.E in Price Schedule-1 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. PTR Test – 2.5% 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% D. PTR Test – 2.5% | Clarification required from the OIL | Clarification required from the OIL | Tender Conditions will prevail |
| 18 | Special Condition of Contract 3.3.1 | 124 | 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 aMonthly basis | Clarification required from the OIL | Tender Conditions will prevail |
| 19 | Special Condition of Contract 7.1.1 | 129 | DEFECT LIABILITY PERIOD (DLP) If any parts (excluding spares or consumables) or equipment need to be replaced, the DLP for these 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. | 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 | Clarification required from the OIL | Tender Conditions will prevail |
| 20 | General Technical Specification 6 | 210 | CONTRACTOR'S RESPONSIBILITY (For the Approvals) | We request the following approvals to be included under the Client's scope, with the Bidder supporting technical documentation: 1. CTE, CTD 2. Authorization under Rule 6 of the Hazardous Waste Rules, 2016 3. Factory License under the Factories Act, 1948 4. NCC from the Municipal Corporation 5. The Contractor's scope shall include: 6. PESO approvals and other relevant permits 7. Environmental clearances, including EIA, EC 8. Statutory approvals for construction and O&M. | We request the following approvals to be included under the Client's scope, with the Bidder supporting technical documentation: 1. CTE, CTD 2. Authorization under Rule 6 of the Hazardous Waste Rules, 2016 3. Factory License under the Factories Act, 1948 4. NCC from the Municipal Corporation 5. The Contractor's scope shall include: 6. PESO approvals and other relevant permits 7. Environmental clearances, including EIA, EC 8. Statutory approvals for construction and O&M. | Rationale has been provided in the 'Bidder's Query/Clarification Required' column. | Tender Conditions will prevail |
| 21 | General Condition of Contract 16 (b) | 80 | Limitation of Liability 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 (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. | 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. | 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. | It is industry practice to include any repair or replacement within the limitation of liability of the Contractor. | Tender Conditions will prevail |
| 22 | General Condition of Contract 15.1.3 and 15.1.4 | 79 | General Conditions under Liability | 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." | Clarification required from the OIL | Clarification required from the OIL | Tender Conditions will prevail |
| 23 | General Condition of Contract 24 | 82 | SUBCONTRACTING/ASSIGNMENT | We request that Subcontracting should not require prior written consent. | Clarification required from the OIL | 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. | Tender Conditions will prevail |
| 24 | General Condition of Contract 44.1.8 | 100 | Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or performance after such termination. Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR'S possession. In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date on which the contract will be terminated. The contract shall then stand terminated, and the CONTRACTOR shall demobilize their personnel & materials. | 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 POI / contracts will be assigned by Contractor to Company after receipt of payment as stated above. | 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 POI / contracts will be assigned by Contractor to Company after receipt of payment as stated above. | Clarification required from the OIL | Tender Conditions will prevail |

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| 25 | Intellectual Property Rights | | | We request to introduce new provision/Clause | "Detailed clause on intellectual property to be added as below: "Intellectual Property Rights" means all intellectual property and industrial property rights comprising or relating to: (a) patents, (including all reissues, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor's certificates); (b) trademarks, trade names, brand names, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world; (c) internet domain names, whether or not trademarks, registered by any authorized private regulator or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data files, and databases and other specifications and documentation; (e) trade secrets, including all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein; and (f) all other intellectual property and industrial property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world." Each Party acknowledges and agrees that it will remain the sole and exclusive owner (or licensee) of all right, title and interest in and to any and all pre-existing Intellectual Property Rights owned by or validly licensed to such Party, as well as any Intellectual Property Rights independently developed by such Party without use of the other Party's confidential information or Intellectual Property Rights. Company agrees that the Intellectual Property Rights contained in all the materials, documents or other information provided by the Contractor to Company under this Agreement or any related letter of intent or purchase order shall belong to the Contractor only, and Company is only granted a right to use such materials, documents or other information for the purpose of this Agreement and operating the project for which it was provided by the Contractor. No transfer of Intellectual Property Rights is envisaged or is granted under this Agreement or any related letter of intent or purchase order. Each Party hereby acknowledges and agrees: (a) not to use the other Party's Intellectual Property Rights for any other reason and without authorization; and (b) to protect the other Party's Intellectual Property Rights from any unauthorized use or disclosure. | We request to introduce new provision/Clause | Tender Conditions will prevail |
| 26 | General Technical Specification 8.4 | 217 | 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 delay. | The Contractor shall not be allowed for any extension of time for completion except in the following cases: a. Force Majeure As per details stated in the Contract. b. Major changes or substantial addition to work ordered by the OIL adversely affecting the completion time. 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. d. Any delay in approve design, drawing, document by the Company. e. Any delay in release of payment to the Contractor. | | Tender Conditions will prevail |
| 27 | Special Conditions of Contract 3 | 122 | 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 |
| 28 | Detailed Scope of Work 1.1 | 178 | e) Any process rejects or inert materials will be landfilled in the Sanitary Landfill Facility (SLF). | OIL is requested to confirm on the following two points in this regard - 1. In whose scope is the disposal of the rejects from the MSW Stream? 2. What is the distance of the Sanitary Landfill (SLF) from the proposed CBG Plant location, for rejects disposal. | This a clarificatory query and not a query for Amendment. | Rationale has been provided in the 'Bidder's Query/Clarification Required' column. | Refer the Corrigendum. |
| 29 | Special Conditions of Contract 2.7.3 | 120 | 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. | 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. This modification would streamline execution while ensuring that all regulatory norms are still strictly adhered to. | 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 |
| 30 | Special Conditions of Contract 2.2.23 | 114 | 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 |
| 31 | General Conditions of Contracts 1.2.6 | 59 | Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet 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 sublet. | Rationale has been provided in the 'Bidder's Query/Clarification Required' column. | Tender Conditions will prevail |
| 32 | Invitation to Bid 28.1 | 34 | 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 2% above the prevailing bank rate (CC rate) of SB 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 2% 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 |
| 33 | Special Condition of Contract 2.8.2 | 121 | 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 PMCO OIL project will be deemed to be considered as commissioned. | In the event that the Client is unable to supply the minimum required 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. |
| 34 | Special Condition of Contract 11.1.1 | 132 | 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 minimum 50 TPD of Mixed MSW. | If the Client is unable to supply the minimum required quality and quantity of Municipal Solid Waste (MSW) feedstock of 50 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. | | Rationale has been provided in the 'Bidder's Query/Clarification Required' column. | Refer the Corrigendum. |
| 35 | PGTR- Request for additional Clause | | | Request for addition of the point as in suggested text for Amendment column. | 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. | We request this clarification as it would be inappropriate for the Bidder to bear the O&M costs incurred due to delays in the PGTR that are not attributable to the Bidder. | Tender Conditions will prevail |
| 36 | Special Condition of Contract 11.1.4 | 133 | Design Conditions- Feed Stock | As there is no waste characterization data available, we kindly request you to share the same. This information is essential 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. |
| 37 | Infeed Bunker 13.4.17 4.1.1 | 245, 310 | Unloading of Raw Material (SSOF-MSW) from Tractor /truck/trolley in specified shed/ unloading area / Infeed Bunkers. Input SSOF-MSW, collected and transported in Garbage Trucks / Compactors / Conveyed from Wet Waste Line shall be directly unloaded into the Infeed Bunker, specially designed to handle SSOF-MSW. It shall have adequate storage volume. | Infeed bunker is used for OF MSW and not for mixed waste | Requesting OIL to consider a Bunker (Flat/Deep) for initial collection of the feedstock (MSW) Also OIL to define the maximum particle size of MSW that the Infeed bunker should be able to receive and treat | Direct unloading to the described Infeed bunker with horizontal bottom screens can cause blockage as big MSW pieces can't be transported with the screen. | Tender Conditions will prevail |
| 38 | Special Condition of Contract 12.1.2 | 146 | Performance during PGTR 12.1.2 Pg 146 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% CH4 content is produced per MT of volatile solids fed to the Infeed bunker of the plant. 2.1.3 Pg 181 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 Infeed bunker). | As per the waste specifications provided in the tender, the 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 (VSl) 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 is reasonable 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 Nm3/Ton of VS fed to the digester/hydrolyser, rather than to the Infeed bunker. Also the VS% at the Infeed 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% CH4 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. | Refer the Corrigendum. |

| PRE-BID QUERIES RESPONSES FOR Tender No: COI936P26 | | | | | | | |
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| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL |
| 39 | Special Condition of Contract 12.2 | 148 | 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 O&M 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 3%. 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 P&TR 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. | Cluses 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 (CH4) 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 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. |
| 40 | Special Condition of Contract 12.2.4 | 148 | 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 P&TR 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 P&TR. | 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 P&TR (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. |
| 41 | Special Condition of Contract 13.1.1 | 149 | 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 14.07.2020 and No. 1972 dated 01.06.2021 issued by Ministry of Agriculture and Farmers Welfare regarding inclusion of Fermented Organic manure (FOM) under fertilizer (Inorganic, organic or mixed) control act 1985. | 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. |
| 42 | General Technical Specification 1.1.a) | 176 | Biogas shall be de-sulphurised to remove Hydrogen Sulphide (H2S) and then further purified/degassed to remove Carbon Dioxide (CO2), Moisture and other impurities. The purified/degassed biogas will be compressed to 4 / 15 bar for injection into the City Gas Distribution (CGD) pipelines. | Difference in the CBG compression pressure in this section & in Clause 10. On Page 131, 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. |
| 43 | Special Condition of Contract 2.3.3 | 115 | 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 execution 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 P&TR | Clarification required from the OIL | Clarification required from the OIL | Tender Conditions will prevail |
| 44 | General Technical Specification 1.1.e) | 178 | 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. |
| 45 | Applicable Codes, Standards and Regulations 2.5.XV | 118 | Applicable Codes, Standards and Regulations | 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. |
| 46 | General Technical Specification 2.1.9 | 182 | All technology selections must be based on proven designs. The equipment, processes, or strategies proposed by the Bidder must have been successfully operational for at least 2 (Two) Years in their previous projects. | As the technology, process, and equipment details (excluding equipment sizing) are defined by OIL itself, this clause should not be technically applicable. However, if necessary, the Performance Test Reports (PTRs) of the selected equipment can be provided from the respective equipment vendors or OEMs after the project award | Clarification required from the OIL | Rationale has been provided in the 'Bidder's Query / Clarification Required' column. | Tender conditions will prevail |
| 47 | General Technical Specification 4.3.2 | 199 | 4.3 Redundancy Requirements All the Heat Exchangers / Coolers shall be of 2 x 100% or 3 x 50% capacity. | 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 |
| 48 | General Technical Specification 4.3.3 | 199 | 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, concentrate 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. |
| 49 | General Technical Specification 4.3.4 | 199 | 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/advisable due to the integrated and continuous nature of the operation and so 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. |
| 50 | General Technical Specification 4.3.5 | 199 | 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 |
| 51 | General Technical Specification 7.4 | 213 | Plant Cleaning Equipments • Skid Stir Loader. • Truck. • Tractor + 2-Wheeled Hydraulic Trolley. • Truck Mounted Sewer Suction Machine. • Emergency Response Vehicle (Ambulance). | What all equipments are required under this category? | Clarification required from the OIL | Clarification required from the OIL | Tender conditions will prevail |
| 52 | General Technical Specification 7.5 | 213 | Control and Automation Philosophy for Operation of Plant | 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 |
| 53 | General Technical Specification 7.6 | 214 | 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 |
| 54 | General | | 12.2 Commissioning Tests | Who will be responsible for providing cow dung required for commissioning? | Clarification required from the OIL | Clarification required from the OIL | Bidder's scope |
| 55 | General Technical Specification 12.2 | 233 | 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. | Requesting 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 | Clarification required from the OIL | Refer the Corrigendum. |
| 56 | General Technical Specification 12.3 | 234 | Trial Operations The trial operation will last for a minimum period of thirty (30) days continuously at rated full load or part load. | Is this test the P&TR itself. WRT: 11.1.1 Pg. No. 132 of tender document As per the details, it is understood that over and above P&TR the bidder needs to perform this trial operations. we request to delete this clause | Clarification required from the OIL | Clarification required from the OIL | Refer the Corrigendum. |
| 57 | General Technical Specification 12.4 | 235 | 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 (P&TR). | We request to consider P&TR test directly post the commissioning & rampup of the plant. This is because P&TR 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 P&TR test procedure (which was considered for Tusnikia & Bhubneshwar) for these tenders/projects too. | We request to consider the same earlier P&TR test procedure (which was considered for Tusnikia & Bhubneshwar) for these tenders/projects too. | Rationale has been provided in the 'Bidder's Query / Clarification Required' column. | Refer the Corrigendum. |

| PRE-BID QUERIES RESPONSES FOR Tender No: CO/9336P26 | | | | | | | |
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| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL |
| 58 | General Technical Specification 26 | 284 | <p>26.1.1 General (Applicable for all discipline)</p> <p>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.</p> <p>11. Maintenance plan.</p> <p>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.</p> <p>26.1.2 Mechanical</p> <p>1. Piping & Instrumentation Diagram (P&ID).</p> <p>5. Water Balance</p> <p>6. Energy Balance</p> <p>26.1.3 Electrical</p> <p>1. Technical description of electrical system.</p> <p>2. Typical Single line diagram (SLD).</p> <p>3. Characteristic curves.</p> <p>4. Description & Catalogues of all Electrical equipment</p> <p>26.1.4 Control & Instrumentation</p> | The listed documents are engineering deliverables that can 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. |
| 59 | INDICATIVE GA DRAWING OF THE PROJECT LAYOUT Annexure 6 | 791 | 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. |
| 60 | Section-VIII Detailed Technical Specifications - Process & Mechanical 3 | 295 | 3.2 Data Sheet - Weighbridge | Weighbridge size & capacity should be defined as per the requirement of client. | Clarification required from the OIL | 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. |
| 61 | Section-VIII Detailed Technical Specifications - Process & Mechanical 1.1.4 | 290 | 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 | Clarification required from the OIL | Refer the Corrigendum. |
| 62 | Section-VIII Detailed Technical Specifications - Process & Mechanical 1.1.5 | 290 | 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 | Clarification required from the OIL | Tender conditions will prevail |
| 63 | Section-VIII Detailed Technical Specifications - Process & Mechanical 1.1.8 | 290 | 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 PFR, which will be provided by the respective equipment vendors post award. | Clarification required from the OIL | Clarification required from the OIL | Refer the Corrigendum. |
| 64 | General Technical Specification 4.4.5 | 302 | ROF 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 ROF. We request clarification on this aspect. | Clarification required from the OIL | Clarification required from the OIL | Refer the Corrigendum. |
| 65 | General Technical Specification 4.4.5 | 302 | 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 depressurize it from 12 bar to 20mbar to store gas in balloon, and again pressure 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. | Clarification required from the OIL | Refer the Corrigendum. |
| 66 | Plant Operation Design Philosophy 2.1.2 | 292 | Design of the Pre-feed system and Digester package shall be 30% higher than the rated capacity of 125 TPD Mixed Municipal Solid Waste (MSW) based CBQ plant. | Increasing the design capacity by 30% would significantly escalate the CAPEX without proportional operational benefit. We kindly request consideration of a standard design margin of 10%, which ensures flexibility while maintaining cost-efficiency and optimal resource utilization. | Clarification required from the OIL | Increasing the design capacity by 30% would significantly raise CAPEX due to larger equipment and infrastructure requirements, without delivering proportional operational benefits. We recommend adopting a standard 10% design margin, which provides adequate flexibility for minor variations while ensuring cost-efficiency and optimal resource utilization. | Refer the Corrigendum. |
| 67 | Section-VIII: Detailed Technical Specifications - Process & Mechanical | 290 | 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 |
| 68 | Anaerobic Digester 13.1.3 | 324 | Digesters shall be Wet Continuous System and Thermophilic Type with adequate Mixing and Heating System. | For MSW it is recommended to consider Mesophilic process which is proven. | Requesting OIL to consider Mesophilic process for Anaerobic digesters | As specified in the tender, a 3-year performance record is required. We would like to request OIL to consider and permit the submission of performance data for metallic tanks equipped with centrally mounted agitators. Based on this, we kindly request that bidders be allowed to offer metallic tanks with top-mounted agitators as a valid alternative against the present requirement of RCC Tanks with side entry agitators. | Tender conditions will prevail |
| 69 | Section-VIII: Detailed Technical Specifications - Process & Mechanical 13.2.2 | 326 | Anaerobic Digester Datasheet CSTR type - RCC construction | We request OIL to consider Metallic digester tanks as it is a proven technology. | Clarification required from the OIL | As specified in the tender, a 3-year performance record is required. We would like to request OIL to consider and permit the submission of performance data for metallic tanks equipped with centrally mounted agitators. Based on this, we kindly request that bidders be allowed to offer metallic tanks with top-mounted agitators as a valid alternative against the present requirement of RCC Tanks with side entry agitators. | Refer the Corrigendum. |
| 70 | Section-VIII: Detailed Technical Specifications - Process & Mechanical 13.1.1 | 324 | The AD technology shall utilize a Continuous Stirred Tank Reactor (CSTR) with a well-mounted agitation system. This technology must have a proven track record, having been successfully implemented and operated for more than three years post-installation. | For MSW Metallic tanks with top centrally mounted agitators is a proven technology. Reduce the time for submission from 3 years to 2 years. | Requesting OIL to consider Metallic (MOC) digester tanks with top mounted Agitator for Anaerobic digesters Reduce the time for submission from 3 years to 2 years. | As specified in the tender, a 3-year performance record is required. We would like to request OIL to consider and permit the submission of performance data for metallic tanks equipped with centrally mounted agitators. Based on this, we kindly request that bidders be allowed to offer metallic tanks with top-mounted agitators as a valid alternative against the present requirement of RCC Tanks with side entry agitators. | Refer the Corrigendum. |
| 71 | Section-VIII: Detailed Technical Specifications - Process & Mechanical 13.2.2 | 330 & 331 | Anaerobic Digester A) AD system (full set including all major and minor components) CSTR type - RCC 6. Material of Construction Tank RCC M30 + Internal PU Coating of 1150-1300 micron DFT in Bio Gas Storage Area + Glass Fused-to-Steel (Glass-Lined Steel). | We request permission to allow Digester MOC for mild steel, along with the RCC and GFS. | Requesting OIL to consider Metallic (MOC) digester tanks with top mounted Agitator for Anaerobic digesters | As specified in the tender, a 3-year performance record is required. We would like to request OIL to consider and permit the submission of performance data for metallic tanks equipped with centrally mounted agitators. Based on this, we kindly request that bidders be allowed to offer metallic tanks with top-mounted agitators as a valid alternative against the present requirement of RCC Tanks with side entry agitators. | Refer the Corrigendum. |

| PRE-BID QUERIES RESPONSES FOR Tender No: COI9336P26 | | | | | | | |
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| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL |
| 72 | Section-VIII: Detailed Technical Specifications Process & Mechanical 13.1.2 | 324 | Anaerobic Digester AD system should feature a vertical digester with a top-mounted storage balloon. | We request OIL to consider Metallic digester tanks with a ground mounted raw biogas holder is a proven technology. | Requesting OIL to consider Metallic (MOC) digester tanks with top mounted Agitator for Anaerobic digesters & ground mounted raw biogas holder system. | As specified in the tender, a 3-year performance record is required. We would like to request OIL to consider and permit the submission of performance data for metallic tanks equipped with centrally mounted agitators. Based on this, we kindly request that bidders be allowed to offer metallic tanks with top-mounted agitators as a valid alternative against the present requirement of RCC Tanks with side entry agitators. | Refer the Corrigendum. |
| 73 | Section-VIII: Detailed Technical Specifications Process & Mechanical 13.1.5 | 324 | Anaerobic Digester The AD process shall primarily be designed to operate under thermophilic conditions. However, during the operational stage, it should also be capable of functioning under mesophilic conditions if necessary. | We request OIL to consider Mesophilic process conditions, Metallic digester tanks with a ground mounted raw biogas holder is a proven technology. Also, on which technology/condition the yield of 425Nm3/ton of VS is to be guaranteed. | Clarification required from the OIL. | Clarification required from the OIL. | Tender conditions will prevail |
| 74 | Section-VIII: Detailed Technical Specifications Process & Mechanical 13.1.6 | 324 | Anaerobic Digester Design of the AD system shall be 30% higher than the rated capacity of 125 TPD of Mixed-MSW CBG plant. | Considering a 30% design margin for the digester tanks is considerably high. We request adopting a standard 10% design margin, which would help avoid unnecessary CAPEX without compromising performance | Clarification required from the OIL. | Clarification required from the OIL. | Refer the Corrigendum. |
| 75 | Section-VIII: Detailed Technical Specifications Process & Mechanical 10.1.2.1 | 327 | Anaerobic Digester Hydraulic Residence Time = 36 days | Requesting OIL to consider technology which bidder wish to propose where the HRT is approx. 21 to 22 days. | Clarification required from the OIL. | Clarification required from the OIL. | Refer the Corrigendum. |
| 76 | Section-VIII: Detailed Technical Specifications Process & Mechanical 13.2.2 | 327 | ANAEROBIC DIGESTER L. Hydraulic Residence Time Days Minimum 36 excluding Free Board 2.1.2 Design of the Pre-Feed system and Digester package shall be 30% higher than the rated capacity of 200 TPD Source Segregated Organic Fraction (SSOF) of Municipal Solid Waste (MSW) 200 TPD SSOF-MSW based CBG plant. 13.1.6 Design of the AD system shall be 30% higher than the rated capacity of 200 TPD of SSOF-MSW CBG plant. | Does it mean we need to design digester for 47 days HRT considering 30% higher capacity as per clause 2.1.2 page 295 & 13.1.6 page 328 Requesting OIL to consider technology which bidder wish to propose where the HRT is approx. 21 to 22 days. | Clarification required from the OIL. | Clarification required from the OIL. | Refer the Corrigendum. |
| 77 | Section-VIII: Detailed Technical Specifications Process & Mechanical 17.1.1 | 347 | BIO-GAS PURIFICATION AND UPGRADEATION SYSTEM The Design Capacity of the purification and upgrading system shall be 130% of the biogas generated and shall be subject to the approval of the Owner. All the existing equipment / heat exchangers / coolers shall be of 2 x 100% or 3 x 50% capacity. | Considering a 30% design margin for the this system is considerably high. We request adopting a standard 10% design margin, which would help avoid unnecessary CAPEX without compromising performance | Clarification required from the OIL. | Clarification required from the OIL. | Tender conditions will prevail |
| 78 | Section-VIII: Detailed Technical Specifications Process & Mechanical 17.2.2 | 348 | Datasheet - Bio-Gas Purification and Upgradation System CBG Cascade Storage System: Type-1, as per IS 7285-2 (2004) and as confirmed by PESO (Equivalent to min. 1-day Storage) | As mentioned in tender page 348, the CBG will be injected into the CGD pipeline. | OIL to confirm if cascades are to be considered in the project. If yes, OIL also to specify the details of High Pressure Compressor post purification system. | Clarification required from the OIL. | Deleted |
| 79 | 19.1.2 | 360 | COMPRESSED BIO-GAS (CBG) SYSTEM The bidder shall supply compressor systems designed for operation in a biogas production environment, capable of achieving an outlet pressure of 45 bar for injection into the CGD pipeline. | On Page no 133 section 10, the pressure to be considered for injection in pipeline should be 7 bars But here its mentioned to achieve pressure of 45 bar. In Data sheet on page 362 point J its mentioned as 50 bars. | Requesting OIL to please clarify & confirm the final pressure required by CGD. | Clarification required from the OIL. | Refer the Corrigendum. |
| 80 | Section-VIII: Detailed Technical Specifications Process & Mechanical 20.9 | 383 | Datasheet - Dewatering Equipment a. Solid Bowl type Decanter Centrifuge b. Multi-stage type Belt Filter Press | On page 367, section 20.1.1 its mentioned that bidder to provide the 2 stage SLS system which includes Screw press followed by Decanter. But the adjacent mentioned section, its mentioned as Decanter & Belt filter press | OIL to clarify the type of equipment that needs to be considered. | Clarification required from the OIL. | Refer the Corrigendum. |
| 81 | Section-VIII: Detailed Technical Specifications Process & Mechanical 26.2.1 26.2.2 26.2.3 | 427 | HEATING VENTILATION AND AIRCONDITIONNING SYSTEM-SOW 26.2.1 Package type AC Units or Air-cooled DX type air-conditioning system (Up to 40TR) 26.2.2 Centralized AC system (More than 40TR) with air cooled condensing units and DX coil AHU's. 26.2.3 Split type air-conditioning units (Up to 10TR) | Does it mean that bidder to provide all these HVAC system? | Requesting OIL to consider only Split Type AC systems (heavy duty) instead of HVAC System The details of HVAC system are so elaborate, exhaustive & non-required for a biogas/CBG project. | Clarification required from the OIL. | Tender conditions will prevail. Specification clearly specifies that Split ACs can be used upto 10 TR Load. |
| 82 | Section-VIII: Detailed Technical Specifications Process & Mechanical 13.1.10 | 325 | Anaerobic Digester The digester's temperature shall be regulated using a water based heating system. This system will utilize heating coils that are recirculated through hot water generator at each digester to maintain the required process temperature. | Kindly clarify whether the requirement implies that a separate hot water generator must be provided for each individual digester. Also requesting OIL to consider the double pipe heat exchangers instead of internal water based heating coils. | Clarification required from the OIL. | Clarification required from the OIL. | Refer the Corrigendum. |
| 83 | Scope of Work: Specific 3.2 | 185 | Gardening / Landscaping. | What is the required area to be allocated for landscaping in the CBG plant layout? | Clarification required from the OIL. | Clarification required from the OIL. | Required as per the statutory guidelines |
| 84 | Major Facilities 3.3.3 | 186 | Sewage treatment plant | Is it mandatory to provide a separate Sewage Treatment Plant (STP) when an Effluent Treatment Plant (ETP) is already included in the facility design | Clarification required from the OIL. | Clarification required from the OIL. | Tender conditions will prevail |
| 85 | | | | Tender requires that all effluent from decanter treatment will be treated in ETP and then used in organics extraction. Considering the operations it might be necessary to keep the NH4 concentration in the plant at low levels to avoid critical NH4 concentration in digesters. But we think OIL should allow the bidders to decide according to nitrogen balance if all effluent has to be treated. | Clarification required from the OIL. | Clarification required from the OIL. | Refer the Corrigendum. |
| 86 | Major Facilities 3.3.3.1 | 195 | Disposal of waste excavated material not reusable in levelling and construction shall be disposed by the Bidder in the disposal sites arranged by him after seeking prior permission of the concerned local authorities and in compliance to all applicable laws. Dumping area shall not be made available by the Owner. | We request you to provide details of the nearest approved dumping sites or designated waste disposal locations, if any, recognized by the local authorities. This information will assist us in planning logistics and ensuring compliance with environmental and municipal regulations. | Clarification required from the OIL. | Clarification required from the OIL. | Bidder's scope |
| 87 | OIL'S RESPONSIBILITY 5.1.1 | 209 | Approach Road up to the Project Site. | This appears to be contradictory to Clause 3.3.3 - Major Facilities, which specifies that the approach road to the main entry of the plant from the State Highway falls under the bidder's scope. Also, as per the google maps it seems that, the road available looks a mud road. So requesting OIL to clarify the scope of work for Access road till site. | Kindly clarify the exact scope of work related to the approach road, specifically whether the construction of the approach road from the State Highway to the main plant entry is included in the bidder's responsibility. | Clarification required from the OIL. | Tender conditions will prevail |
| 88 | Portable Water Network 7.3.5 | 212 | Usage of water from the incoming Potable Water Line provided by OIL shall be on a chargeable basis as per prevailing rates. | Kindly provide the prevailing rates or tariff structure applicable for the usage of potable water from the incoming water line provided by OIL. This information is required to accurately estimate the operational and construction water costs. | Clarification required from the OIL. | Clarification required from the OIL. | Bidder to obtain the information during site visit |
| 89 | APPROVED SUB-VENDORS/ MAKES 14 | 254 | All specified equipment and instruments must receive approval from the Owner upon order. The list of approved vendors / makes as attached in Appendix 3 with this document. The Owner reserves the right to accept, reject, or add any make or sub-vendor for the project after the contract is awarded. Any such approval, rejection, or addition will not incur additional costs to the Owner post-award. | We kindly request you to share the current list of blacklisted or debarred vendors, if any, applicable under this tender. | Clarification required from the OIL. | Clarification required from the OIL. | Bidder to refer OIL website for the information |
| 90 | BRS 6 BRS 6 | 763 | Note: * the Guaranteed Production of Biogas per MT of Volatile Solid shall be equal or more than 425 Nm3 for the operative period of the plant | The yield of 425 Nm3 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. |
| 91 | Features of Project Site 1.3.4 | 109 | Soil Investigation Report - The Indicative Soil test reports is attached as Appendix 2 | Appendix - 2 document is missing in the tender document | Kindly arrange the Soil Investigation Report | Clarification required from the OIL. | Bidder to refer to the indicative geotechnical and topography survey report from OIL's e-procurement portal. |

| PRE-BID QUERIES RESPONSES FOR Tender No: COI936P26 | | | | | | | |
|--|---|---------------------|--|---|---|--|---|
| S. No. | Section / Clause | Page 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. 06/06/2023 & Clarifications from OIL |
| 92 | Green Belt 21.3.2 | 269 | 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. |
| 93 | Green Belt 1.4.5 (g) | 110 | Green Belt development as mandated by SPCC 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. |
| 94 | BRS - 6 GUARANTEED BIogas PRODUCTION PER METRIC TON OF VOLATILE SOLID BRS - 6 | 763 | Organics Recovery (Organic recovery from the MSW processing & pre-treatment plant) | Requesting OIL to reduce the value of the organic recovery to 80% from the Heterogeneous MSW. | 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. |
| 95 | Requirement for successful completion of the PGTR 11.2 | 144 | 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 |
| 96 | Services during Execution 2.2.12 | 113 | 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 | No trees at the site |
| 97 | Design Conditions. 11.1.4 | 133 | 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) % OF (OF ranging from 7 to 15%). b) CBG at the Outlet of Biogas Cleaning & Upgradation System (net of the RBG used for Hot Water Generator) % OF (OF 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 | Tender conditions will prevail |
| 98 | Solar-Enhanced Green House Type Composting Facility 21.1 | 386 | 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 a open window composting system instead of a Solar-enhanced Composting Facility system. | Amendment requested from OIL | Amendment requested from OIL | Tender conditions will prevail |
| 99 | Definitions & Interpretation Commissioning & Stabilization 1.1 2.8.2 | 105 126 | 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 2.8.2 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 | Amendment requested from OIL | Refer the Corrigendum. |
| 100 | Annex 11 Annex 11 | 24 | PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY" | Is this document to be submitted along with the Bid Security (EMD)? | Clarification required from the OIL | Clarification required from the OIL | The annex XI is a Format for submission of EMD if it is submitted in the Form of Insurance Security Bonds |
| 101 | Proforma 12 Proforma 12 | 749 | Declaration by the vendor / party for confirmation of Term deposit / Fixed Deposit from the escrow bank | What is this document & why is it required ? | Clarification required from the OIL | Clarification required from the OIL | It is required if the bidder submits EMD in the form of Term Deposit/ Fixed Deposit |
| 102 | BRS 5 BRS 5 | 765 | Annexure XX: Statement of Technical Conformity to be issued by the Bidder. | This document is missing. | Clarification required from the OIL | Clarification required from the OIL | Refer the Corrigendum. |
| 103 | Appendix 2 Appendix 2 | 275, 109, 757 | on page 275 its mentioned Appendix 2 as the "Reporting Format" On Page 109 its mentioned Appendix 2 as the "Indicative Soil test report" On page 757 its mentioned Appendix 2 as the "Declaration about bidder's financial standing" but in tender doc this is Proforma X. | Soil test report is missing in the complete document. Requesting OIL to provide clarity on the same. | Clarification required from the OIL | Clarification required from the OIL | Please check in the E-tender Portal of OIL |
| 104 | | | | OBM Price and Manpower Requirement In order to ensure realistic and sustainable bid, 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 (BRS/ BRSs). Additionally, the bidder must commit a minimum of 55 personnel for O&M activities based on industry experience. This will help prevent under-quoting and ensure adequate manpower deployment for reliable plant operations. | 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 55 personnel for O&M activities. | To insure realistic and Sustainable Bids | Tender conditions will prevail |
| 105 | Section VIII: Detailed Technical Specifications - Process & Mechanical 17.1.3 | 347 | 17.1.3 CO2 removal can be based on any of the following technologies: a) Membrane Separation b) Pressure Swing Adsorption c) Any other proven and established technology | "Recommendation for Mandatory Inclusion of 3-Stage Membrane System for CO₂ Removal" As per the tender specifications, the allowable methane loss is capped at less than 1%. As per the industry experience and the technologies available, this benchmark can only be reliably and consistently achieved through the use of a 3-stage membrane-based CO ₂ removal/upgradation system. Therefore, we recommend that the use of 3-stage membrane technology for CO ₂ removal be made mandatory in the scope of supply. There is a possibility that some bidder may undertake by offering an inferior technology to secure the contract, which will never limit the methane loss to 1%. Therefore, we request OIL to assess our suggestion and evaluate the CO ₂ removal technologies available in the market and make the appropriate technology mandatory in the tender as per our assessment and industry experience 3-stage membrane-based CO ₂ removal technology can limit methane loss to 1%. Additionally, should also be made mandatory for the bidder to submit (along with the technical bid submission) a minimum of 9-month Performance Track Record (PTR) in the form of any 9-month duration Biogas Upgradation Section's operations data from any of their existing operational CBG project (TEPC of which has been done by the bidder), irrespective of the type of feedstock used including MSW / Paddy Straw / any other agri-residue. The PTR must indicate a minimum of 9-month operational data of the Biogas Purification / Upgradation section of the plant showing: 1. Consistent methane purity of at least 96%, and 2. This will ensure that only those bidders with the requisite technological competence in the most critical aspect of a CBG Plant (Biogas Purification / Upgradation Section) apply for the tender, thereby assuring overall project success and ensuring that project is not put at risk after award. | 1) 17.1.3 CO2 removal can be based on the following technology: a) Membrane Separation Additionally, the bidder must submit (along with the technical bid submission) a minimum of 9-month Performance Track Record (PTR) in the form of any 9-month duration Biogas Upgradation Section's operations data from any of their existing operational CBG project (TEPC of which has been done by the bidder), irrespective of the type of feedstock used including MSW / Paddy Straw / any other agri-residue. The PTR must indicate a minimum of 9-month operational data of the Biogas Purification / Upgradation section of the plant, duly signed and stamped by the Developer/owner, showing: 1. Consistent methane purity of at least 96%, and 2. This will ensure that only those bidders with the requisite technological competence in the most critical aspect of a CBG Plant (Biogas Purification / Upgradation Section) apply for the tender, thereby assuring overall project success and ensuring that project is not put at risk after award. | 1) There is a possibility that some bidder may undertake by offering an inferior technology to secure the contract, which will never limit the methane loss to 1%. Therefore, we request OIL to assess our suggestion and evaluate the CO ₂ removal technologies available in the market and make the appropriate technology mandatory in the tender (as per our assessment and industry experience 3-stage membrane-based CO ₂ removal technology can limit methane loss to 1%). 2) This will ensure that only those bidders with the requisite technological competence in the most critical aspect of a CBG Plant (Biogas Purification / Upgradation Section) apply for the tender, thereby assuring overall project success and ensuring that project is not put at risk after award. | Refer the Corrigendum. |
| 106 | Special Condition of Contract 12.1.2 | 146 | *Minimum 425 tons of raw biogas at inlet of gas purification system with minimum 50% CH4 content is produced per MT of volatile solids... | "Recommendation for mandatory submission of Performance Track Record (PTR) by the bidder, demonstrating Biogas Yield" 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 Nm ³ per ton of Volatile Solids (VS) fed to the hydrolyser or digester. An Illustrative Example of a line item in the data sheet / PTR sheet (Based on Actual Certified Data Sheet by developer/owner): 1. Slurry fed to hydrolyser: 300 m ³ 2. Total Solids (TS) of slurry: 15% 3. Volatile Solids (VS) in TS: 74% 4. Biogas generated: 20,000 Nm ³ Based on this data OIL can calculate following: 1. VS fed (tons/day) = 300 * 15% * 14% = 33.3 2. Biogas yield (Nm ³ /ton VS) = 20000 / 33.3 = 600 Nm ³ /ton of VS fed to the Digester. | 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 Nm ³ per ton of Volatile Solids (VS) fed to the hydrolyser or digester. An Illustrative Example of a line item in the data sheet / PTR sheet (Based on Actual Certified Data Sheet by developer/owner): 1. Slurry fed to hydrolyser: 300 m ³ 2. Total Solids (TS) of slurry: 15% 3. Volatile Solids (VS) in TS: 74% 4. Biogas generated: 20,000 Nm ³ Calculation that can be done based on operational data: 1. VS fed (tons/day) = 300 * 15% * 14% = 33.3 2. Biogas yield (Nm ³ /ton VS) = 20000 / 33.3 = 600 Nm ³ /ton of VS fed to the Digester. | 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. | Tender conditions will prevail |

| PRE-BID QUERIES RESPONSES FOR TENDER NO: COI9336P26 | | | | | | | |
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| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OI |
| 107 | Bid Eligibility Criteria 4.1.3 | 41 | The minimum requirement of Working Capital of the Bidder is Rs. 14.58 Crore for the accounting year preceding the original bid closing date. | <u>Working Capital Requirement Across Multiple Tenders</u> As the revision timeline for the three OI tenders - Jethal, Cutack, and Agrahala - overlap, the combined working capital requirement stands at ₹46.66 Cr. In the event the same bidder becomes L1 for all three projects. 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. | we request an amendment from OI. | 1)The approach encourages realistic bidding, ensures financial capability alignment with project responsibility, and reduces the risk of execution failure due to financial overcommitment | Tender conditions will prevail |
| 108 | Point No. X | 3 of 939 | Bid Security/EMD Amount (₹ 1.88 Cr) | | EMD Exemption | Please consider EMD exemption for MSME's as per the GFR 370 rule. | Tender conditions will prevail |
| 109 | Point No. X | 3 of 939 | Bid Security/EMD Amount (₹ 1.88 Cr) | | EMD Exemption | 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 2-3% of the estimated project value. | Tender conditions will prevail |
| 110 | Clause 10 | 25 of 939 | 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 | 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 2-3% of the estimated project value. | Tender conditions will prevail |
| 111 | Clause 3.1.1 (Experience of the Bidder - TECHNICAL EVALUATION CRITERIA) | 41 of 939 | 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. OR = One plant of minimum 100 TPD Feedstock capacity OR = Two plants of minimum 62.5 TPD Feedstock capacity OR = Three plants of minimum 50 TPD Feedstock capacity | 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: i) in the 32 (thirty-two) years preceding the Bid Due Date, the Bidder shall have developed and/or designed and constructed at least: = One plant of minimum 100 TPD Feedstock capacity OR = Two plants of minimum 62.5 TPD Feedstock capacity OR = Three plants of minimum 50 TPD Feedstock capacity | | 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 BODT basis. This plant operates on Thermophilic High Solids Anaerobic Digestion technology. We believe such experience should be considered within the criteria. 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. | Bidder has established a plant with higher capacity before 12 years, but bidder do not have ETP experience. Tender conditions will prevail |
| 112 | Clause 3.1.1 (Experience of the Bidder - TECHNICAL EVALUATION CRITERIA) | 41 of 939 | 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 50 TPD plant for at least 2 (two) years of O&M experience in last 10 Financial years. | 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. | | 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 LFGM, or safely discharging it to nearby STPs or CETPs. | Refer the Corrigendum |
| 113 | Clause no. 1.1 (TE-1: Incoming HT Power Supply) | 615 of 939 | BBW HT Power shall be made available by Assam State Electricity Board (ASEB) at Contractor's HT Substation (to be provided for import of power). | | Please confirm available power HT/AT and if HT then it is R 11kV/22kV/33kV | | Refer the Corrigendum |
| 114 | Clause No. 1.5.5 (Detailed Specifications / Requirements of Scope of Work) | 615 of 939 | Incoming Power Supply AC, 11kV, 3 Ph, 50 Hz | | Please confirm available power HT/AT and if HT then it is R 11kV/22kV/33kV | | Refer the Corrigendum |
| 115 | Clause No. 3.8 (Financial criteria) (TECHNICAL EVALUATION SHEET FOR BEC/BIC) | 762 of 939 | The annual financial turnover from Operation of Rs. 45.89 Crore in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports. | | The annual financial turnover of Rs. 46.89 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 |
| 116 | 6.1.4 | | Mechanical Completion of all Project Works (15 Months from LOA) Commissioning and stabilization (15 Months from LOA) Completion of PGR (21 Months from LOA) | 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 NOCL, and other permissions. The timeline for Mechanical Completion, Commissioning, and PGR may follow thereafter as currently prescribed. | Preparatory Period for Approvals: 3 months from LOA Mechanical Completion of all Project Works (21 Months from LOA) Commissioning and stabilization (24 Months from LOA) Completion of PGR (27 Months from LOA) | 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. | Tender conditions will prevail |
| 117 | 10, Guaranteed Production 13, Quality of FOM | | C. FOM Requirement FOM Standard As per FCO Standard 13.1 General requirement | 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 | To be deleted. To be deleted. | As per clarification | Bidder shall consider necessary unit operations to achieve the FCO standard requirements. Tender conditions will prevail. |
| 118 | 10, Guaranteed Production 11.2, 12.1.2, BR5-6 | | B. Methane Recovery >= 99% 4. Methane Recovery >= 99% Vendor shall ensure that CH4 loss from raw biogas at inlet of gas purification system to purified biogas at the outlet shall not be more than 1% by weight. Methane Recovery (Methane recovery in the purification and upgradation system) % 99 | We request authority to relax methane recovery to >= 95% | B. Methane Recovery >= 95% 4. Methane Recovery >= 95% Vendor shall ensure that CH4 loss from raw biogas at inlet of gas purification system to purified biogas at the outlet shall not be more than 5% by weight. Methane Recovery (Methane recovery in the purification and upgradation system) % 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 inlet compressors. These added components significantly increase the capital cost as well as operational cost (mainly electricity consumption). | Refer the Corrigendum |
| 119 | 11.1.4. Design Conditions | | Note: 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 OF (ranging from 7 to 15%). b) CBG at the Outlet of Biogas Cleaning & Upgradation System (net of the RBG used for Hot Water Generator) Vs OF (ranging from 7 to 15%). | We request authority to explain the with the example and relevance of the same for PGR | | | Refer the Corrigendum |
| 120 | 11.1.14 22: Effluent Treatment Plant | | Measuring parameters of ETP Plant | The parameters such as heavy metals, Total Dissolved Solids (TDS), and radioactive materials should be removed from Table 9.1.14 or clearly defined as part of Owner's responsibility, as these are not typically controllable by the bidder and are highly variable depending on feedstock origin. It is requested that the Owner must define and guarantee the concentration levels of heavy metals, TDS, and any radioactive content in the incoming wastes, as these have a significant impact on the selection and sizing of ETP units and treatment methodology. Any deviation from these values must be recognized as a change in scope. The Owner must also provide the design basis, including influent flow rate and complete characteristics (all parameters listed in Table 11.1.14), as part of the tender document. These values will serve as the basis for sizing and costing of the Effluent Treatment Plant (ETP) and must be mutually agreed upon to ensure performance obligations are evaluated fairly. | | Effluent characteristics are entirely dependent on feedstock composition and upstream process operations. Parameters like heavy metals, TDS, and radioactive materials are highly variable and can drastically affect the treatment process design, cost, and performance. Requiring bidders to account for these without defined limits leads to ambiguity, overdesign, or risk pricing. Hence, it is essential that the Owner either removes such parameters or clearly defines guaranteed influent loads to allow fair and technically accurate ETP design and costing. OR Delete the same | Tender conditions will prevail |
| 121 | 12.2.3 | | The raw biogas shall be purified by removing the impurities such as Moisture, Nitrogen (N ₂), Hydrogen Sulphide (H ₂ S), Carbon Dioxide (CO ₂), etc., with suitable purification system such that CH ₄ content at the outlet CBG shall be minimum 97%, failing which it will not be accepted for delivery. | We request the Authority to provide the Biochemical Methane Potential (BMP) analysis of the feedstock proposed for processing under this project. Specifically, the percentage of Nitrogen (N₂) content typically present in the biogas generated during the BMP tests. Removing N₂ is as capital and energy intensive as the biogas upgradation system itself. | The raw biogas shall be purified by removing the impurities such as Moisture, Hydrogen Sulphide (H ₂ S), Carbon Dioxide (CO ₂), etc., with suitable purification system such that CH ₄ content at the outlet CBG shall be minimum 97%, failing which it will not be accepted for delivery." | | Tender conditions will prevail |
| 122 | 2.1.1 | | The bidder's scope of work includes the completion of a CBG plant with a processing capacity of 125 TPD Mixed- MSW, achieving a purity of CBG (Methane content) of ≥97% and a Methane recovery rate of ≥95% in the biogas purification and upgrading unit. The produced CBG shall be at a pressure to be injected into the CGD pipeline. | | The bidder's scope of work includes the completion of a CBG plant with a processing capacity of 125 TPD Mixed-MSW, achieving a purity of CBG (Methane content) of ≥97% and a Methane recovery rate of ≥95% in the biogas purification and upgrading unit. The produced CBG shall be at a pressure to be injected into the CGD pipeline. | | Refer the Corrigendum |
| 123 | 4.3 Redundancy requirements | | Clause 4.3.1 to 4.3.6 | | Redundancy shall be provided for critical systems based on the Bidder's experience, good engineering practice, and appropriate factor of safety (FoS). The Bidder shall ensure reliable and maintainable system operation, while avoiding overdesign. The Bidder shall exercise engineering judgment in deciding the level of redundancy, considering plant capacity and operating philosophy. | Unnecessary redundancy for all systems including civil tanks and sumps >60% minimum 2 streams of ≥ 60% may lead to significantly higher capital expenditure, which is not economically viable for a small-scale plant. | Refer the Corrigendum |
| 124 | 4.5.1 4.5.2 | | Plant Operational requirement 125 TPD, 45626 TP Annum 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 operate for a minimum of 365 days per year, allowing for a maximum of 15 days per year for major maintenance shutdowns. | | Plant Operational requirement 125 TPD, 41250 TP Annum 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 |
| 125 | 13.6.1 | | The O&M Contractor shall maintain annual plant availability of ≥96% 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 |

| PRE-BID QUERIES RESPONSES FOR Tender No: COI9336P26 | | | | | | | | |
|---|---|-------------|--|--|---|--|--|--|
| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL | |
| 126 | 3.2 DS Weighbridge | | 1. Scope of Supply Qty: 2 Nos. A. Weighing Capacity: " | | 1. Scope of Supply Qty: 1 Nos. A. Weighing Capacity: 50 MT | Since plant size is of small scale, request revision suggested | Refer the Contingendum | |
| 127 | 4.2 DS Infeed Bunker | | Infeed Bunker with Support Legs, Bottom Screws, Discharge Screws and all other Accessories etc. complete Bulk density: 500-1000 Kg/m ³ | Infeed Bunker with Screw conveyors is not suitable for Mixed Waste Handling Request to define smaller range as bigger range will impact both positively and negatively on equipment's Volumetric handling capacity | For Mixed Waste, Infeed Bunker with chain belt conveyor is applicable For mixed waste, Bulk density: 250-500 kg/m ³ is recommended to handle weight + volume of the waste | | Refer the Contingendum | |
| 128 | 7. Wind Sifter | | 7.1.1 The Overflow fraction from Screen shall be taken to the Wind Sifter where it will be separated into three fraction – Light, Medium and Heavy. | Datasheet for Screen is missing kindly provide the same | | | Tender conditions will prevail | |
| 129 | 7. Wind Sifter | | 7.2.2 Quantity of Input Material: 125 TPD Min | If overflow of Screen is going to Wind Sifter, then this quantity should be 50-60% of Input Waste | 7.2.2 Quantity of Input Material: 65 TPD Min | | Refer the Contingendum | |
| 130 | Pg. 315 8. Pretreatment 9. Organic Extraction System | | | Organic Extraction is the pre-treatment for organic waste recovered from Mixed MSW a separate Slurry Feeding chamber, mixing is not required pre-organic extraction system | Pre-treatments to be deleted | | Refer the Contingendum | |
| 131 | 15.2 Biogas Holder | | | Biogas Generation: Kindly provide the max. design biogas generation for which holder to be provided | | | Refer SI No.6 in Page 337 Duration 4 hours | |
| 132 | 17. Biogas Purification | | CO2 removal can be based on any of the following technologies: o Membrane Separation o Pressure Swing Absorption o Any other proven and established technology | Request to mandate membrane separation only | | | Tender conditions will prevail | |
| 133 | 17.2.2 | | Design Biogas Flow: 150% of Raw Biogas Produced | Kindly provide Expected Raw Biogas generation. | | | Tender conditions will prevail | |
| 134 | 17.2.2 | | Outlet (Purified) Biogas Specification >= 98% | Everywhere in the tender it is mentioned 97%, kindly revise with the same. | Outlet (Purified) Biogas Specification >= 97% | | Refer the Contingendum | |
| 135 | 20 Up to 20.9 | | 20. Digestate Dewatering System 20.9 Sludge Dewatering Equipment: Belt Filter Press 20.9 Datasheet: Dewatering Equipment: Decanter Centrifuge/ Belt Filter Press | The process description for the Digestate Dewatering System appears inconsistent. In some sections, it refers to a Press Screw Separator followed by Decanter, while elsewhere a Belt Filter Press is mentioned. We kindly request you to provide a Process Flow Diagram (PFD) for the Digestate Dewatering System to eliminate ambiguity. Alternatively, if the intention is to keep the system flexible, it may be stated as follows: Digestate Dewatering System comprising a Press Screw Separator followed by Sludge Dewatering Equipment. Sludge Dewatering Equipment may include any of the following: Decanter Centrifuge/ Belt Filter Press/ Volume Press | | | Refer the Contingendum | |
| 136 | BRS-6 | | 3. 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 Contingendum | |
| 137 | Annexure-6 | | The Bidder should enclose the following drawings with the bid: i. Project layout. ii. Single line schematic diagram of electrical system for grid interfacing iii. General drawings of electrical installations including unit substations control & metering station, etc. iv. General arrangement drawings and circuit diagrams of major electrical equipment. | Sr. No. iii and iv to be deleted part of detailed engineering. | The Bidder should enclose the following drawings with the bid: i. Project layout. ii. Single line schematic diagram of electrical system for grid interfacing | Shall be a part of detailed engineering. | Refer the Contingendum | |
| 138 | Appendix 3 | | --- | Bag Opener | BRT Hartner, Doppstadt, Eggersmann, Mathieson, Müb, Equivalent Inspection Category B | Mixed MSW Processing Equipment's are missing to be added in LIST OF APPROVED MAKES / BRANDS / MANUFACTURERS / VENDORS | Tender conditions will prevail | |
| 139 | | | | MSW Screen | BRT Hartner, Doppstadt, Ecostar, Eggersmann, Hein Lehmann, Nihot, OGB Engineering, Spalock, Vermeer, Equivalent Inspection Category B | | Tender conditions will prevail | |
| 140 | | | | Wind Sifter | BRT Hartner, Doppstadt, Eggersmann, Humej, LUBO, Nihot, Westera, Equivalent Inspection Category B | | Tender conditions will prevail | |
| 141 | 1.1.1 | 460 | | Contractor to revalidate topographical/geotechnical survey but remains liable for design. | Kindly provide the Topographical Survey/ Geo-technical data. | In order to ensure that all bidders follow uniform construction methodology, site specific data is critical. | Tender conditions will prevail | |
| 142 | 1.3.4 5.1.9 | 106, 209 | | Topographic Survey with Contours | We would request OIL to provide this Survey Report as it will be an important design parameter for the plant. | The Topographic Survey with Contours will enable the Contractor to understand terrain complexities, optimize the design and perform a realistic cost and time estimation | Tender conditions will prevail | |
| 143 | 1.3.4 5.1.9 | 106, 209 | | Soil Investigation Report | We would request OIL to provide this Survey Report as it will be an important design parameter for the plant. | The bidder shall revalidate the soil investigation report to consider it as a reference for initial design development. | Tender conditions will prevail | |
| 144 | Pg. 31 – Clause 25.0 - Performance Security clause (Invitation to Bid) Page 130: Clause 9.1: Special Condition of Contract- CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE (CPBG) | 31, 130 | | On Page 31, it is mentioned that the Performance Security be provided within 30 days from the date of issue of the LOA, while on Page 130 (Clause 9.1), it is mentioned that the PBG for EPC be provided within 15 days from the date of issue of the LOA. | We understand that Invitation to Bid (ITB) is higher priority document, therefore request Performance Security be submitted in 30 days from the date of issuance of LOA. Kindly confirm our understanding. | ITB has higher priority than Special Condition of Contract. | Refer the Contingendum | |
| 145 | 21.4 | 111 | | Statutory and Other Requirements. The bidder will take responsibility which shall also include preparation and submission of the applications along with the required documentation, co-ordination / liaisoning with the respective statutory bodies, facilitating the visits by the Officials for inspection at site etc. for obtaining all necessary statutory clearances/approvals prior to construction/operation as applicable. OIL will pay/reimburse (on actuals) the required Licenses/Statutory fees to be paid to the various Statutory Bodies, upon submission of documentary evidence. All the original copies of the approvals must be submitted to OIL. | Based on actual experience, despite best efforts, since the timeline for obtaining statutory approvals from the relevant authorities is beyond the control of the Contractor. We request confirmation that any delay solely attributable to the time taken in securing such approvals shall mandatorily qualify for extension of time (EOT) without levy of liquidated damages, and the project duration shall be extended accordingly. Additionally, pls provide for 3 months period, which shall be used by Contractor to liaison with authorities for obtaining statutory clearances/approvals. Kindly confirm our understanding and incorporate suitable provision in the contract. | Incorporation of explicit provision shall bring clarity in the Tender. | Tender conditions will prevail | |
| 146 | 4.2.2 | 126 | | Owner to take out fire and allied perils insurance (including natural disasters). Contractor to assist in claim filing and protect Owner's interests. | As Owner is to take fire and allied perils insurance, Contractor can assist in claim filing but shall not be responsible for protecting Owner's claim. Dividing insurance scope may create confusion between, hence suggested that Owner takes entire insurance. Alternatively, Contractor can take insurance and premium is reimbursed by the Owner. Please allow for payment of administrative cost/ expenses incurred by Contractor for activities related to filing and following up on insurance claims on behalf of the Owner. | Contractor's role is auxiliary here. This clause is also linked to 4.2.1, 4.2.4, 4.2.5 and the suggested treatment of Insurance will help to ease out the Insurance process | Tender conditions will prevail | |
| 147 | 4.2.3 | 126 | | Contractor to replace damaged equipment even before insurance claim is settled. If claim is rejected, Contractor must refund amount paid by Owner. | Please clarify if Contractor will be reimbursed in cases where the insurance claim is rejected due to factors beyond Contractor's control (e.g. Owner's failure to maintain policy compliance). | Risk of indemnifying Owner in the event of insurer rejection imposes undue financial stress and may lead to disputes unless liability is clearly apportioned. | Tender conditions will prevail | |
| 148 | 4.2.4 | 127 | | Contractor to replace damaged equipment theft/burglary before insurance settlement. If insurance shortfalls, excess cost borne by Contractor. | OIL is the plant owner and the bidder shall be EPC contractor. Insurance is Owner's responsibility. If Contractor is being asked to take Insurance and in case of shortfall at the time of settlement, Contractor should not be penalized. Alternatively, a limit or cap can be prescribed on the shortfall borne by the Contractor. | Financial unpredictability and potential exposure to market fluctuations make untagged liability commercially unviable. | Tender conditions will prevail | |
| 149 | 4.2.5 | 127 | | For theft/burglary not caused by Force Majeure, reimbursement only up to insurance claim. Any excess replacement cost or claim, shall be Contractor's liability. | Same as 4.4.4. Please clarify if a fault-based liability regime can be introduced so that the Contractor is not liable for costs beyond insurance claim unless negligence is established. | Establishing a negligence-based framework ensures equitable risk allocation and avoids making Contractor an insurer of last resort. | Tender conditions will prevail | |
| 150 | 30 | 87 | | LD 80.5% per week of delay, max 7.5% of Contract Price. | a) Contractor request to reduce the amount of LD. In line with standard contracts of similar nature. Time of Commencement of Works is 15 days from issuance of LOA. As the work at site can only commence after all the approval which may take more than 15 days. Therefore, LD waiver should be provided in this mobilization duration. | Contractor's aim is to complete the project in specified timeline. However, due to any reason beyond the control of the Contractor, the project timeline may extend. In such cases, presently levied high percentage may lead to undue financial burden on the Contractor. | Tender conditions will prevail | |
| 151 | 31 | 87 | | Force Majeure provisions include pandemics and lockdowns. | Please clarify whether supply chain disruptions or delays due to trade disputes between countries for imported items, leading to supply chain disruption outside bidder's control fall under FM. | Needed to ensure bidder's protection against external factors like logistics failure, geo-political situation or material shortages. | Tender conditions will prevail | |
| 152 | 17.6 | 29 | | Clarifications may be sought only if compliance statement contradicts submitted documents. | Please clarify whether documents can be supplemented post submission (not changed) to resolve such contradictions. | Clarifies whether factual deficiencies (e.g. missing document) can be cured without bid disqualification. | Tender conditions will prevail | |
| 153 | 44.1.3, 44.1.4, 44.1.7 | 98 | | General Conditions | Please confirm the Notice period duration before invoking termination under various conditions. Also please confirm whether partial suspension shall be exercised prior to termination. Further, a curing period should be added to all Termination Sub-clauses. | Avoids abrupt termination risk and allows continuity via partial suspension in genuine situations. | Tender conditions will prevail | |
| 154 | 31.6 | 123 | | Quoted prices should be firm with no provision for escalation. | Please confirm whether any price variation is permissible in case of statutory changes in GST, royalty, environmental charges or any other implication due to Change in Law during contract period. | The cost escalations arising from government-imposed levies, Force Majeure and other factors beyond the Contractor's control be permitted, in order to maintain healthy cash flow and financial viability of the project. | Tender conditions will prevail | |
| 155 | 31.8 | 123 | | 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 digesters, 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 | |
| 156 | 3.1 | 122 | | EPC payments linked to milestones (e.g., civil works, mechanical, PGR) | Kindly confirm if partial achievement of a milestone allows proportionate release or if milestone is binary (fully achieved/not) | Clarifies payment flow and cash forecasting, especially when physical completion is sequential but overlapping. | Tender conditions will prevail | |

| PRE-BID QUERIES RESPONSES for Tender No: CO1936P26 | | | | | | | | |
|--|---------------------------------|----------|----------------------------------|---|---|---|---|--------------------------------|
| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL | |
| 157 | 3.1.10 | 123 | | The percentage mentioned against each of the schedule and sub-schedule in "Detailed Break up of Payment Schedule" will be firm and no changes in this regard will be acceptable. The payment against any of the schedule or sub-schedule will be limited to the percentage ceiling mentioned against the corresponding schedule or sub-schedule as applicable irrespective of the quantities of the work carried out in actual. | Please confirm if schedule-wise ceiling percentages can be rebalanced during contract finalization to match actual execution phasing. | Execution realities may differ from BOQ structure; rebalancing ensures financial alignment. | Tender conditions will prevail | |
| 158 | 3.1.14 | 124 | | Running or on-account bills should be submitted by the Contractor once in a month inclusive of all the works in the schedules | Kindly confirm payment certification timeline post-bill submission, and whether interest will apply on delayed payments beyond 30 days of bill submission. | Lack of defined payment timeline may delay cash inflows; interest clause ensures financial discipline. | Tender conditions will prevail | |
| 159 | Clause 3.1.10 | 123 | | No payment shall exceed % ceiling per schedule even if actual work exceeds assumed quantity. | Owner is requested to include the provision for compensating bidder where excess work is approved in writing by Owner/PMC. | To ensure that execution of extra work beyond BOQ doesn't go unrewarded in a lump sum regime | Tender conditions will prevail | |
| 160 | 6.2.4 | 53 | | In case of conflict, BEC clauses shall prevail over other tender provisions. | Kindly confirm if in this precedence rule also overrides clauses in SCC and GCC documents. | Needed to avoid disputes on contractual interpretations when SCC/GCC vary from BEC. | Tender conditions will prevail | |
| 161 | 6.2.5 | 53 | | Bids shall be rejected if submitted documents are unclear or ambiguous in reflecting required BEC/BEC values. | Please confirm whether bidders shall be allowed to explain ambiguity post-submission during clarification stage. | Relevance to minimize rejection risk due to presentation issues rather than substantive non-compliance. | Tender conditions will prevail | |
| 162 | 23 | 154 | | Order of precedence: LOA > ITB > BEC > BEC > SCC > SOW > Tech Spec > GCC | Please confirm whether this order overrides clause 1.1 of GCC which places SCC/BEC above GCC only. | Needed to establish legal clarity on document hierarchy in case of internal conflicts. | Tender conditions will prevail | |
| 163 | 3.1.2 | 42 | | LOA/Work Orders are not acceptable proof of experience. Completion Certificate is mandatory. | In case if bidder's experience is based on EPC then the Completion Certificate issued by the developer/client should be backed by Completion Certificate of the Owner issued to the developer/client. Please clarify that standalone Completion Certificate of bidder shall | Needed to avoid disputes on contractual interpretations when SCC/GCC vary from BEC. | Tender conditions will prevail | |
| 164 | 18.4 | 30 | | Arithmetical errors to be corrected: unit rate prevails over total, words prevail over figures. | Kindly confirm whether such corrections will be disclosed to bidders during the price bid opening. Additionally, if a discrepancy that could potentially alter the L1 status is identified after the declaration of a successful bidder, please clarify how such a situation would be addressed. | It shall provide clarity on price correction and avoids post-opening re-assessment. | Tender conditions will prevail | |
| 165 | 1.1 | 59 | | In case of conflict, SCC and BEC-BEC override GCC. | Please confirm if SCC also overrides any clause in Price Schedule or Technical Specifications. | Needed to establish definitive contract hierarchy to address interpretational disputes across documents. | Tender conditions will prevail | |
| 166 | 3.1.13 | 123 | | The works are to be completed in all respects (including PGR) within a period of 18 (Eighteen) months from the date of issue of Letter of Award (LOA). | Please confirm that time for mobilization will start from site handover, not LOA date. | Start date linked to LOA may be unfair if site is not in control of the Owner or permits are not handed over timely. | Tender conditions will prevail | |
| 167 | 6 | 128 | | Time for completion of work is 18 months from LOA excluding PGR. | Request confirmation if PGR completion delays due to Owner-caused factors shall entitle time extension and cost compensation. | Adds contractor's exposure to delay penalties for reasons not attributable to them. | Tender conditions will prevail | |
| 168 | 3.1.14 | 184 | | Contractor to provide all materials/services for operability, maintainability, and reliability of plant within quoted price. | Kindly confirm that additional claims shall arise if Owner changes specifications during detailed design. | Needed to clarify contractual boundaries for variation risk due to evolving Owner requirements. | Tender conditions will prevail | |
| 169 | 3.1.9 | 123 | | If the actual work carried out on site exceeds the quantity specified in the approved document, payment will still be limited to the percentage ceiling mentioned for the corresponding schedule or sub-schedule. The contractor will not be eligible for any additional payment due to variations in the actual work done compared to the billing quantity fixed in the approved document. However, the contractor must complete the work for the actual quantities required to fulfil the corresponding schedule or sub-schedule. Payment will only be released after the work is completed as instructed and to the satisfaction of the Owner. | Kindly confirm that any increase in actual executed quantities (due to site conditions, Owner instructions, or technical necessity) beyond those in approved billing documents shall be treated as a Variation and compensated accordingly, or else the percentage ceilings shall be revised to reflect actual scope | This addresses the commercial imbalance caused by the clause, which requires the contractor to execute additional quantities beyond those defined in the approved billing documents without any corresponding increase in payment. The contractor is exposed to uncompensated cost escalation and undermines the principles of equitable risk-sharing in EPC contracts. The query seeks to ensure that any such increase in scope is either treated as a payable variation or reflected through an adjustment in the percentage payment ceilings. | Tender conditions will prevail | |
| 170 | 1.1.1 | 460 | | Contractor to design, supply, construct and test all structures. Changes based on site conditions allowed after Owner approval. | As OIL is not providing Geo-Technical reports, please confirm if site condition variation (e.g., poor soil strata) w/1 that Soil test report qualifies for zero time entitlement subject to justification and Owner approval. | Provides clarity where subsurface surprises lead to cost/time overruns. Subsurface condition shall only be verified after award of the Contract and before actual start of the Works. | Tender conditions will prevail | |
| 171 | Composite Summary | 371 | | Grand Total = EPC + O&M inclusive of respective GST slabs (13.8% for EPC, 18% for O&M) | Please confirm whether GST slabs are fixed for contract duration or payable as per prevailing rates at billing stage. Given ambiguity in GST rate for EPC, request if OIL seeks AAR immediately post award of the EPC Contract to ensure clarity in GST rates. Please note authorities charge penalty if lower GST is charged and same shall be passed on by the Contractor to OIL on account of lower GST rate in the Tender. | Needed to avoid disputes on GST rate changes during multi-year contract execution. | Refer the Corrigendum | |
| 172 | Pg. 745 | | | UNDER EMD BIG Format This guarantee will remain in force up-to and including the date up to (date of expiry of bank guarantee should be minimum 165 days from scheduled Bid Closing Date) AND Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date | 165 or 150 days? Kindly clarify | - | Refer the Corrigendum | |
| 173 | 3.1.1 | | | Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to logas/Bio-CNG plant including ETP of a minimum capacity of 50 TPD plant for at least 2 (two) years of O&M experience in last 10 Financial years. | Since plant is proposed to be designed on Mixed MSW having O&M experience based on both Mix & SD dilutes the required responsibility also, please elaborate on requirement of ETP based on mix. 50 TPD | delete "or source segregated" | Tender conditions will prevail | |
| 174 | 3.1.1 | | | 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 | Since plant is proposed to be designed on Mixed MSW, not having experience of unsegregated MSW dilutes the required responsibility | Kindly add "unsegregated" | Tender conditions will prevail | |
| 175 | 12.4.29 Pg. 73 and 171 | | | 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 availing input tax credit AND Price Schedule (GST on EPC works @ 13.8% | 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://gstrcouncil.gov.in/sites/default/files/2024/02/scanned-gstraj-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 | |
| 176 | Pg. 681 3.1.7 15.1.5 Pg.No. 151 | | | 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 supplied system | Supply of spares shall be ensured up till the CONTRACTOR is involved for O&M of the plant i.e., 10 years post COD (consistency 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 manufacturer or suppliers for spare parts procurement post expiry of O&M period. CONTRACTOR shall provide reasonable support for the same. | 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. In case of future upgradation, separate scope has to be agreed later | Tender conditions will prevail |
| 177 | 2.0 Pg.No. 3 of 539 | | | (ix) Period of Commencement of work: 15 days from date of issue of LOA (xvi) Duration of Contract: The duration of the contract shall be for a period of 21 (Twenty-One) months from the date of issue of Letter of Award (LOA) | Kindly clarify whether the period for commencement of work is 15 days or 30 days (6.1.2) from the date of issue of the Letter of Award (LOA) as both timelines are mentioned in the tender document. Additionally, we propose an amendment to the commencement period to align it with the completion of all statutory approvals and permits. It increases the duration of the contract from 21 months to 30 months. These are critical prerequisites for ensuring regulatory compliance and the smooth initiation of project activities. | (ix) "The commencement of work shall begin within 30 days from the date of receipt of all statutory approvals and permits required for the project." (xvi) Duration of Contract: The duration of the contract shall be for a period of 30 (Thirty) months with Commissioning and Stabilization period of 6 months. | (ix) & (xvi) This amendment ensures that the commencement period aligns with the availability of all statutory approvals and permits, which are critical prerequisites for initiating project activities. It minimizes the risk of delays arising from non-compliance with regulatory requirements and ensures the project can proceed without interruptions caused by pending approvals. Further, as a location is not an easy terrain especially for civil works and would require incremental logistic timeframe as compared to any other location. As you are aware monsoon period in Assam lasts from April to September. If the construction commencement approvals coincide with the monsoon period, then a few months would be lost as civil works involving piling work (assuming the proposed project site is on dump fill) cannot take place during heavy monsoon. Hence, it is requested to increase the duration of the contract. We believe this adjustment will mitigate potential risks and ensure the project is implemented in adherence to statutory requirements. | Tender conditions will prevail |
| 178 | Clause 30 (D) Pg.No. 87 | | | LD will be calculated on the basis of Total Contract value. If not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST. | Will OIL reimburse GST on LD if the CONTRACTOR provides proof of payment to tax authorities? | 'GST on LD shall be reimbursed upon submission of proof of payment to the tax authorities.' | Aligns with industry norms and ensures fair treatment of statutory obligations. | Tender conditions will prevail |
| 179 | Clause 15.1 Pg.No. 78 | | | Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever 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, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. | For e.g. COMPANY is the owner of the site & CONTRACTOR is working for a specified scope of work at the site. Further securing the site from any damage is COMPANY's responsibility and any liability/loss arising on account of events outside CONTRACTOR's direct scope of work cannot be of CONTRACTOR's liability and has to be borne by the COMPANY. To be deleted | | Protects parties by addressing liability only in cases of egregious conduct | Tender conditions will prevail |
| 180 | Clause 44 Pg.No.58 | | | Termination clause | Doesn't have curing period | Addition of sentence as new clause below: "Consequence of termination". For all the termination provisions stated above, the COMPANY shall provide the CONTRACTOR with a curing period of 45 days; to rectify or remedy the breach or default. If the CONTRACTOR fails to address the issue within the specified curing period, the COMPANY shall have the right to terminate the contract in accordance with the terms outlined herein | Fairness, reduces litigation risks, and promotes a constructive resolution of issues. | Tender conditions will prevail |

| PRE-BID QUERIES RESPONSES for Tender No: COI9336P26 | | | | | | | |
|---|----------------------------|----------|---|---|--|---|--|
| S. No. | Section / Clause | Page 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. 06/06/2025 & Clarifications from OIL |
| 181 | Clause 44.1.7 Pg.No.100 | | CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LDA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract. | Mobilization of the "complete" set of equipment may not be feasible at a single point in time. The ordering, shipment, and arrival of equipment shall occur in a phased and dynamic manner, depending on project requirements, logistical considerations, and the agreed schedule. Please refer to comment under clause 44.8 above | The CONTRACTOR is required to commence mobilization of site viz equipment and crew for services at the specified site within the maximum allowed period from the date of LDA/Notice for Mobilization, as specified in the special conditions of the contract. Failure to initiate mobilization within this period shall entitle OIL to terminate the contract without prejudice to its rights under other provisions of the contract. | By focusing on commencement, it eliminates any ambiguity. | Tender conditions will prevail |
| 182 | Clause 44.1.7 Pg.No.100 | | Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above 98 from 44.1.1 to 44.1.7 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 of services as per the Contract up to the date of termination. | This is akin to termination at convenience and without cause. Written notice & cure period should be provided prior to any event of termination. | | Unfair for bidders, if written notice & cure period is not provided | Tender conditions will prevail |
| 183 | 3.1.1 | | 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 50 TPD plant for at least 2 (two) years of O&M experience in last 10 Financial years. A) Definition of Developer Developer means the Company Responsible for Design, Engineering, Financing, Construction, Procurement, Installation, Commissioning and Operation & Maintenance (O&M) of the Biogas/ CBG Project based on Municipal Solid Waste (MSW) as feed stock at single location and Operation & Maintenance (O&M) for the same plant in India as on date of bid submission. For Operation & Maintenance experience, the developer should be the O&M service provider of its own constructed plant or by their own subsidiary shall also be allowed. B) Definition of EPCOM EPCOM means the company which has experience for Design, Engineering, Construction, Procurement, Installation, Commissioning and Operation & Maintenance (O&M) of the Biogas/ CBG Project based on MSW as feed stock executed at single location and Operation & Maintenance (O&M) for the same plant in India as on date of bid submission. For Operation & Maintenance experience, the EPCOM should be the O&M service provider of its own constructed plant or by their own subsidiary shall also be allowed. | | Shall have prior experience of operation and maintenance of MSW (unsegregated MSW or source segregated) to Biogas/Bio-CNG plant of a minimum capacity of 50 TPD plant for at least 2 (two) years of O&M experience in last 10 Financial years. A) Definition of Developer Developer means the Company Responsible for Design, Engineering, Financing, Construction, Procurement, Installation, Commissioning and Operation & Maintenance (O&M) of the Biogas/ CBG Project based on Municipal Solid Waste (MSW) as feed stock at single location and Operation & Maintenance (O&M) for the same plant either in India or abroad as on date of bid submission. For Operation & Maintenance experience, the developer should be the O&M service provider of its own constructed plant or by their own subsidiary shall also be allowed. B) Definition of EPCOM EPCOM means the company which has experience for Design, Engineering, Construction, Procurement, Installation, Commissioning and Operation & Maintenance (O&M) of the Biogas/ CBG Project based on MSW as feed stock executed at single location and Operation & Maintenance (O&M) for the same plant either in India or abroad as on date of bid submission. For Operation & Maintenance experience, the EPCOM should be the O&M service provider of its own constructed plant or by their own subsidiary or by Parent company shall also be allowed. | | Refer the Corrigendum |
| 184 | 3.1.2 | | F. Bids from Limited Liability Partnership (LLP)/Joint Venture (JV)/Consortium are not acceptable. | | F) Bids from Joint Venture (JV)/Consortium are acceptable. Bids from Limited Liability Partnership (LLP) are not acceptable. | | Tender Conditions will prevail |

