

Operation and Maintenance of 2 x 363.3 MW ONGC Tripura Power CCPP, Palatana, Tripura						
ADDENDUM-1 TO TENDER NO. OTPC/O&M/PAL/2023 -24/001 dated 15.09.2023						
Tender No. OTPC/O&M/PAL/2023 -24/001						
Sl. No.	Reference of Bidding Document				Description	Addendum-1 dated 11-Oct-2023
	Part/Vol	Page No	Clause No	Subject		
1	O&M Contract	18	3.1.7	3.0 SCOPE SERVICE:	maintenance and repair of major equipment at the Plant under supervision of OEM, for which supervision of OEM shall be hired at O&M Operator's cost. The O&M Operator shall approach the OEM to provide the supervisions services and in case an OEM refuses to give offer to the O&M Operator, then the Owner shall obtain the offer from the OEM. It is expressly agreed between the Parties that such offer obtained by the Owner from the OEM shall be binding on and acceptable to the O&M Operator unconditionally;	Maintenance and repair of major equipment at the Plant under supervision of OEM, for which supervision of OEM shall be hired at O&M Operator's cost except for supervision for the Services pertaining to major equipment set out in Annexure 7 of the Technical Specifications manufactured by BHEL, which will be hired by the Owner.
2	O&M Contract	45	10.2.3.1.4 (f)	10.0 GUARANTEED PERFORMANCE 10.2 Annual Plant Availability	Any other event in which generation is lost but power purchaser makes payment for the capacity charges based on normative availability in accordance with the terms of the PPA.	Clause No. 10.2.3.1.4 (f) stands DELETED
3	O&M Contract	47	10.4.1.1.4	10.0 GUARANTEED PERFORMANCE 10.4 Annual Plant Heat Rate	Correction factors applicable for daily average of measured site conditions shall be determined from the correction curves attached as Annexure 18 and shall be applied on daily average (00:00 Hours to 24:00 Hours) of measured value of operation. Degradation correction factor shall be applied to the Units as per the degradation/ correction curve provided by BHEL in the document PE-DC-319-100-D310 and which is attached as Annexure 18 of this Contract.	Correction factors applicable for daily average of measured site conditions shall be determined from the correction curves attached as Annexure 18 and shall be applied on daily average (00:00 Hours to 24:00 Hours) of measured value of operation. Degradation correction factor shall be applied to the Units as per the degradation/ correction curve provided by BHEL in the document PE-DC-319-100-D310 and which is attached as Annexure 18 of this Contract. Calculation attached for reference only. (Refer Annexure AA to this Addendum.)
4	O&M Contract	48	10.6.3	10. GUARANTEED PERFORMANCE 10.6. Other Guaranteed Parameters	Emergency DG Set availability: 100% (hundred percent)	Emergency DG Set availability: 100% (hundred percent) For the avoidance of doubt, it is clarified that, in case of emergency DG set is not available due to the same being used by the O&M Operator for the purposes of performing the preventive maintenance services as part of the scope of the Services, then the emergency DG set shall not be considered as unavailable for the purposes of this Clause 10.6.3.
5	O&M Contract	62	20.1.1	20. SUBCONTRACTING	<p>O&M Operator shall not sub-contract any work related to main plant equipment covered under this Contract and as specified under the Technical Specifications. Inspection, maintenance, overhauls and repair of all major equipment such as gas turbine generator transformers, steam turbine generator transformers, LCI (including its control system), UAT, reactors, ICT, station transformers, bus bar differential protection relay, battery charger, all HT motors, bus duct pressurization unit , Line Reactor, Bus Reactor , SCADA, Plant UPS , partial discharge monitoring system, HRSG,boiler feed pump, condensate extraction pump, circulating water pump, gas boosting compressors including its gear box, vacuum pump, hydraulic coupling and booster pump of HP BFP, SF6 Breaker, electro hydraulic actuators of governing system of steam turbine HP bypass and IP LP bypass system, Plant and non-plant area FDA system, CCTV system for Plant area, non-Plant area and boundary area, Instrument air compressor , air compressors of nitrogen plant, Complete Hydrogen Plant, Cooling Tower, EDG , Plant HVAC system, Max DNA (for complete plant), Mark Vlie, historian and cyber security server including backup server for DCS and Mark Vile, PLC of DM plant , hydrogen plant, HVAC , Gas chromatograph, gas line mass flow meters , CEMS system , Gas line volume flow meter, CPCB server , TSPCB server etc. shall not be sub-contracted by the O&M Operator without the prior written consent of the Owner and shall be carried out in the presence of the OEMs for the relevant equipment. The O&M Operator shall arrange for the presence of the OEMs to provided supervision at their own cost.</p> <p>With respect to Services mentioned in the preceding paragraph for the BHEL manufactured major equipment including Steam Turbine including RLA and flow path audit, steam turbine generator, gas turbine generator, gas turbine generator slip ring assembly machining & GBC.GTG DAVR and STG DAVR, if BHEL denies to provide supervision services to the O&M Operator in writing then the O&M Operator will deploy the ex-BHEL engineer along with required manpower and will bear it's cost.</p> <p>However, for other major equipment manufactured by other OEMs, O&M Operator will bring the relevant OEM's engineer along with required manpower and will bear it's cost, subject to the written approval by the Owner. O&M Operator shall remain responsible for the overall timely completion of the Services.</p>	<p>O&M Operator shall not sub-contract any work related to main plant equipment covered under this Contract and as specified under the Technical Specifications. Inspection, maintenance, overhauls and repair of all major equipment such as gas turbine generator transformers, steam turbine generator transformers, LCI (including its control system), UAT, reactors, ICT, station transformers, bus bar differential protection relay, battery charger, all HT motors, bus duct pressurization unit , Line Reactor, Bus Reactor , SCADA, Plant UPS , partial discharge monitoring system, HRSG, boiler feed pump, condensate extraction pump, circulating water pump, vacuum pump, hydraulic coupling and booster pump of HP BFP, SF6 Breaker, electro hydraulic actuators of governing system of steam turbine HP bypass and IP LP bypass system, Plant and non-plant area FDA system, CCTV system for Plant area, non-Plant area and boundary area, Instrument air compressor , air compressors of nitrogen plant, Complete Hydrogen Plant, Cooling Tower, EDG , Plant HVAC system, Max DNA (for complete plant), Mark Vle, historian and cyber security server including backup server for DCS and Mark Vle, PLC of DM plant , hydrogen plant, HVAC , Gas chromatograph, gas line mass flow meters , CEMS system , Gas line volume flow meter, CPCB server , TSPCB server etc. shall not be sub-contracted by the O&M Operator without the prior written consent of the Owner and shall be carried out in the presence of the OEMs for the relevant equipment. Save and except the major equipment manufactured by BHEL as set out in Annexure 7 of the Technical Specifications, the O&M Operator shall arrange for the presence of the OEMs while it is rendering these Services (of inspection, maintenance, overhauls and repair) to provide supervision at its own cost. Provided that only in case of equipment where BHEL is the OEM and it denies to provide supervision services to the O&M Operator in writing, then O&M operator may arrange for a retired BHEL expert to provide such supervision services at its sole cost. The O&M operator shall obtain the prior written approval from the Owner (Head O&M) approving the appointment of retired BHEL expert who would provide such supervision service prior to arranging and appointing him.</p> <p>Without prejudice to the above, with respect to the BHEL manufactured major equipment as set out in Annexure 7 of the Technical Specifications including Steam Turbine including RLA and flow path audit, steam turbine generator, gas turbine generator, gas turbine generator, slip ring assembly machining & GBC along with Gearbox, GTG DAVR and STG DAVR, the Owner shall be responsible to issue a contract to BHEL for the provision of inspection, overhauling and maintenance services for such equipment. For the avoidance of any doubt, it is clarified the Owner's obligation in this regard is limited to awarding such contract to BHEL and making payment for these services. All other responsibilities in respect of these services to be provided by BHEL including coordination with hired agencies for timely mobilization, monitoring of work, providing necessary support by providing all required tools & tackles, skilled and unskilled workmen, and taking all necessary action for ensuring satisfactory and timely completion of work shall be of the O&M Operator.</p> <p>Provided that, for all other major equipment manufactured by OEMs, except the major equipment listed in Annexure 7 of the Technical Specifications, O&M Operator will appoint the relevant OEM's engineer along with required manpower with the prior written approval of the Owner to provide the supervision services, at its own cost. The O&M Operator will ensure that the OEM's engineer and the required manpower is present on Site to provide supervision services while the O&M Operator performs such Services at its own cost. O&M Operator shall remain responsible for the overall timely completion of the Services.</p>
6	O&M Contract	63	20.01.11	O&M Operator shall be responsible for supervision, coordination and performance of Services during overhauling of equipment for which contract has been awarded by the Owner.	Mostly such kind of overhauling jobs shall be carried out by the OEM, who may not allow the O&M operator to supervise the activities. Scope of supervision may be replaced with scope of monitoring.	Please refer to our revised clause 20.1.1 and revised Annexure 7 of the Technical Specifications (attached as Annexure-BB to this Addendum.).
7	O&M Contract	93	44.1.1.20	44.0 TERMINATION 44.1 Termination by Owner for O&M Operator's Event of Default	O&M Operator has incurred or is liable for liquidated damages in excess of the amount set out in Clause 11.12	O&M Operator has incurred or is liable for liquidated damages in excess of the amount set out in Clause 11.17;
8	Technical Specification	15	4.3.3.19.d	4.0 SERVICES TO BE PROVIDED BY O&M OPERATOR DURING TERM OF CONTRACT 4.3 SERVICES DURING OPERATIONAL PHASE OF THE CONTRACT 4.3.3 Operation & Maintenance of the Plant	Gas flow measurement (volumetric flow meter) health checkup once in a year and calibration at GAIL Hazira workshop in 8-10 Years after last calibration.	Gas flow measurement (volumetric flow meter) health checkup once in a year and calibration at GAIL Hazira workshop in 8-10 Years after last calibration (2011) shall be in the Scope of O&M Operator. However, Only cost of calibration shall be borne by the Owner.

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9	Technical Specification	82	Annexure-7	Overhauling of GBC	Bidder requests Owner to include the scope of Dry gas seal and Gear Box in the scope of OH by BHEL as the cost is very high and it is part of the Overhaul.	Cost of overhauling of Gear Box of GBCs shall be in the scope of Owner. Revised Annexure-7 is attached as Annexure-BB to this Addendum.
10	NIB	4	2.0 (g)	2.0 DETAILS OF TENDER	Last date and time for submission of Bid (both, Price Bid and Unpriced Techno-Commercial Bid) online at the CPP Portal https://www.etenders.gov.in/ , and physical/hard copy submission of Form M (Letter of Authority with copy of Board Resolution/ Power of Attorney) and Form P (Bid Security BG) as part of the Unpriced Techno-Commercial Bid in original : 17-Oct-2023 at 15:00 hours	Last date and time for submission of Bid (both, Price Bid and Unpriced Techno-Commercial Bid) is hereby extended upto 25th October 2023 at 3:00 PM.
11	NIB	4	2.0 (h)	2.0 DETAILS OF TENDER	Date and time for opening of Unpriced Techno-Commercial Bids online : 18-Oct-2023 at 16:00 hours	Technical bid shall be opened on 26th October 2023 at 3:00 PM
12	O&M CONTRACT	24	5.1.8	5.0 STAFFING AND AUTHORITY 5.1 O&M Operator's Staff	The O&M Operator shall ensure that the number of shift-in-charge and shift engineers as identified in the Staffing Plan are available at all times during the Term. O&M Operator assures and undertakes that no posts of shift-in-charge and shift engineers shall be vacant at any time during the Term.	The O&M Operator shall ensure that the number of shift-in-charge and shift engineers as identified in the Staffing Plan are available at all times during the Term. O&M Operator assures and undertakes that at no point during the Term the post of shift-in-charge and shift engineers shall be un-staffed and at all times there would be manpower to act as shift-in-charge and shift engineers in accordance with the Staffing Plan.
13	O&M CONTRACT	22	4.1.1	4.0 TERM AND AUTHORIZATION TO PROCEED 4.1 Term	This Contract shall become effective on the Effective Date and unless terminated earlier in accordance with the provisions of this Contract, this Contract shall remain valid, in full force and in effect for 3 (three) years from 00:00 hours of 1st January 2024 ("Term"). Provided that, if the Owner, 3 (three) months prior to the expiry of the Term is of the view, acting at its sole discretion, that the O&M Operator has performed its obligations in accordance with the terms agreed under this Contract then the Parties will extend the Term of this Contract for another 2 (two) years. If the Owner wishes to extend the Term of this Contract in accordance with the preceding sentence, then it shall issue an extension letter to the O&M Operator at least 1 month prior to the expiry of the Term i.e., on or before 1 December 2027 extending the Term by 2 years i.e., until 31 December 2029 ("Renewed Term"). The O&M Operator shall provide a signed copy of such extension letter within 15 Days of receipt of the same. If the O&M Operator does not provide the written acknowledgement within the said time period, then it shall be deemed to have confirmed its acceptance of the said extension of the Term. The O&M Operator expressly agrees that any such extension shall be on the terms and conditions agreed under this Contract and the fee payable to the O&M Operator shall be the Quoted Operating Fee for the renewed period as mentioned in Part B of Annexure 2 and as adjusted in accordance with Clause 6 and 7 of this Contract and it shall continue to provide the Services and Supply the Consumable in accordance with the terms and conditions set out in this Contract.	This Contract shall become effective on the Effective Date and unless terminated earlier in accordance with the provisions of this Contract, this Contract shall remain valid, in full force and in effect for 3 (three) years from 00:00 hours of 1st January 2024 ("Term"). Provided that, if the Owner, 3 (three) months prior to the expiry of the Term is of the view, acting at its sole discretion, that the O&M Operator has performed its obligations in accordance with the terms agreed under this Contract then the Parties will extend the Term of this Contract for another 2 (two) years. If the Owner wishes to extend the Term of this Contract in accordance with the preceding sentence, then it shall issue an extension letter to the O&M Operator at least 1 month prior to the expiry of the Term i.e., on or before 1 December 2026 extending the Term by 2 years i.e., until 31 December 2028 ("Renewed Term"). The O&M Operator shall provide a signed copy of such extension letter within 15 Days of receipt of the same. If the O&M Operator does not provide the written acknowledgement within the said time period, then it shall be deemed to have confirmed its acceptance of the said extension of the Term. The O&M Operator expressly agrees that any such extension shall be on the terms and conditions agreed under this Contract and the fee payable to the O&M Operator shall be the Quoted Operating Fee for the renewed period as mentioned in Part B of Annexure 2 and as adjusted in accordance with Clause 6 and 7 of this Contract and it shall continue to provide the Services and Supply the Consumable in accordance with the terms and conditions set out in this Contract.
14	ITB	25	30.3.5	30.0 EVALUATION OF BIDS 30.3 Step II - Bid evaluation	NOT AVAILABLE	New Clause added as below: Bids shall be evaluated considering Grand Total Amount with GST quoted for Take over phase and Operational Phase (first year of Operation , second year of Operation, third year of Operation, fourth year of Operation and fifth year of Operation).