

Operation and Maintenance of 2 x 363.3 MW ONGC Tripura Power CCPP, Palatana, Tripura						
CONSOLIDATED PRE-BID CLARIFICATIONS dated 11-Oct-2023						
Tender No. OTPC/O&M/PAL/2023 -24/001						
Sl. No.	Reference of Bidding Document				Pre-Bid Query	OTPC Response:
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1	O&M Contract	13	1.103	Plant will also include any other system or equipment to be installed at site during Term of the Contract.	Owner to share the systems, and equipement, planned to be installed during the contract period	Tentative new installations in next five years: 1. Air recievers , 10m3 capacity , 2 numbers 2. Spary water system with deluge valve (80 NB/ 100NB) , 9 Locations. 3. External blowdown pumps for CT basins (50 LPS, 3Ph/10 HP) 4 numbers. 4. Ventilation system in TG building , switch gear rooms, cable vaults. 5. EOT Crane - 30 MT in TG Hall 6. External pumps - 3 Numbers (50 LPS, 3Ph/10 HP) on river beds to pump water from river bed to forebay of RWIS pumps. 7. Replacement of existing CCTV system with 30 Nos new PTZ CCTV camera and related accessories and servers. 8. 400KV/132 KV 125 MVA ICT-1, 400 KV 63 MVAR Line reactor -1 & 2 online Transformer monitoring system 9. 6.6 KV VFD for GBC (in Planning subjected to realization) For one GBC 10. 414 V HVAC VFD. 10 KL Oil Filtration machine 11. HV AC & DC 3 Phase testing Bench 12. CW & RW CL2 system New panel with UPS 13. Approx 100 Solar Powered Street lights maintenance. 14. Industrial light fittings maintenance with all consumable (in Planning subjected to realization) 15. New 750 KVA DG set (in Planning subjected to realization) 16. 6.6 KV VFD for CEP (in Planning subjected to realization) for one CEP 17. 415 V CT Fan VFD (in Planning subjected to realization), for 4 CT Fans. 18. GTG-2 Rotor Flux monitoring system Data analysis by OEM (System Installed, however data analysis is Paid) 19. GTG-1 & 2 PD monitoring system Data analysis by OEM (System Installed, however data analysis is Paid) 20. GTG-1 Rotor Flux monitoring system (in Planning subjected to realization)
2	O&M Contract	18	3.1.7	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;	With referece to Clause 3.1.7, we understand that any job undertaken by OEM other than OEM supervision shall be under Owner's scope. Pl. confir	Please refer S.no 1 of the Addendum-1 dated 09-Oct-2023.
3	O&M Contract	19	3.2	The O&M Operator expressly agrees that the Services shall also include all such items which may not have been specifically mentioned in this Contract or the Technical Specifications but which may be necessary for the successful fulfillment of O&M Operator's obligation under this Contract as per Prudent Utility Practice and such items shall be supplied by the O&M Operator without any additional cost to the Owner.	This clause mentions about lock stock barrel scope, which can potentially create no of disputes during execution. Services which are not clearly mentioned but technically prudent and followed as prudent utility parctice ,with exclusion in the contract, shall be under O&M Operator scope. it is experienced that sometimes works are enforced to be carried out eventhough there is no such requirement and not a prudent utility practice.	No change in tender document
4	O&M Contract	19	3.3	The O&M Operator will operate and maintain RWIS, Hydrogen Plant and GBC which are located far from the Main Plant area with minimum two personnel i.e., one operator and one assistant	The addition of assistant is not captured in the organogram. Accordingly upper limit of maximum number of manpower should be revised.	No change in tender document.
5	O&M Contract	20	3.5	The O&M Operator expressly acknowledges, agrees and confirms that all equipment, systems, buildings and structures of the Plant will be in the form and condition as handed over to it by the Existing O&M Contractor during the Takeover Phase and it will provide Services	Plant system which has not been commissioned, and not operational shall be excluded. Also, if any new system will be added and required to be operated by O&M Operator, same shall be at additional cost. For example turbine hall ventilation, switchgear room ventilation system, public address system etc.	No change in tender document
6	O&M Contract	20	3.7	It is expressly agreed that the O&M Operator's obligation to pay such deviation charges (UI charges) in an Operating Year shall be capped at the 10% (ten percent) of the Quoted Yearly Operating Fee. This obligation is in addition to the obligation to pay Liquidated Damages (and its corresponding cap) as set out under this Contract.	In the event plant is tripped resulting deviation in the declared schedule , the O&M Operator gets penalised for loss of availability, Heat rate, aux power consumption etc. under performance gurantee provision of the contract. Again imposing another liability under UI deviation charges for cases which is not due to deliberate action by the O&M Operator becomes double whammy. Request to modify this clause to consider UI deviation charges for only such cases where plant is technically available and within the control of the O&M Operator to meet the despatch schedule but the O&M Operator has failed to meet and bidder also requests to cap the UI charges to 5% of the annual operating fee .	No change in tender document
7	O&M Contract	21	1.27 and 3.9	In addition, the O&M Operator shall also supply the following as part of the Consumables winding wire for the re-winding of motors of the gas turbines, materials for repair of electronic cards, materials for repair of numerical relay, DAVR cards, electronic cards, etc.	It is understood that all such repair costs are covered under the repair of Spares as per clause 6.3.2.14 which is capped at 75 Lakhs	Clause no. 3.9 of the Contract for O&M is self explanatory regarding scope of supply and does not provide any cap. And , Clause no. 6.3.2.14 only specifies the cost of packaging and transportation cost for equipment and spare parts which is capped at Rs. 75 Lakh.
8	O&M Contract	21	3.9	Meaning of etc.	Bidder requests to remove the word "etc.," as all the equipments are covered	No change in tender document
9	O&M Contract	22	4.1.1	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.	In reality, this is a three years contracts, extendable for another two years based on the satisfaction of the Owner. In that case, the PBG should be for three years which if extended, could be for another two years	Bidder is required to submit the Performance Bank Guarantee for the Contract Price including Take Over Phase Fee for the Takeover Phase and Quoted Operating Fee for the first Operating Year, Second Operating Year and Third Operating Year including Taxes and duties. For the Renewed Term the Perfomance Bank Guarantee should be extended for the Renewed Term prior to the expiry of the original Perfomance Bank Guarantee - Please refer to Clause 25.1 of the O&M Contract.

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10	O&M Contract	22	4.1.2 and 4.1.3	Prior to the expiration of the Renewed Term, the Owner and the O&M Operator may agree to extend the Renewed Term for such time period as mutually agreed. However, such extension shall be solely based on the performance of O&M Operator and at the sole discretion of the Owner. Any such extension must be agreed at least 6 (six) months prior to the end of the Renewed Term.	Does this clause means a possible extension of another term of 1 year, which totals a period of 6 years? Pl. clarify	The Term of the Contract beyond " Renewed Term" shall be mutually agreed between the Owner and the O&M Operator.
11	O&M Contract	23	5.1.2	For the avoidance of doubt it is clarified, that for the purposes of ascertaining if the minimum number of staff specified in the Staffing Plan is present on the Site the O&M Operator Staff absent from work at Plant on account of leave, compensatory-off, resignation, death, removal, retirement or for any other reason whatsoever will not be included.	To ascertain minimum no of staff present in the site, absence during leave, C-off should not be considered as these are temporary absence and leave is permitted ensuring that work doesnt suffer. As per statutory and industry norms, employees are entiteld to take leave which is paid by the employer. Hence, it is requested not to consider leave and C-off for the staff for calculating minimum no of manpower and subsequent deduction.	No change in tender document
12	O&M Contract	28	5.3.3	In case the O&M Operator fails to conduct the training as contemplated by this Clause 5.3.3 then the Owner shall be entitled to deduct an amount of INR 10,000/- per man- day of training not conducted from the monthly invoice of the O&M Operator.	Bidder requests to waive the clause as sometimes, because of outages the training programs could be affected resulting in non-compliance	No change in tender document
13	O&M Contract	30	5.5.7	Local people shall be given preference by O&M Operator in employment of staff and skilled workmen wherever local people with requisite skills are available.	In cosideration with the clause local Field engineers having proper competency established through proper qualifying process may be allowed to be elevated to the Shift Engineer position	No change in tender document
14	O&M Contract	36	6.4.10.1	Deduction/ Withheld from the monthly invoice	Owner has to pay with interest if the deductions/ with held are found wrong and unreasonable.	No change in tender document
15	O&M Contract	34	1.27 and 3.9 , 6.3.2.12 and 6.3.2.14	Any and all other costs and expenses for operating and maintaining the Plant including repair of the Spare Parts..... And Cost of packaging and transporting equipment and Spare Parts for repair and/or refurbishment from the Site to repair shop/such other delivery point as agreed with the Owner within India and back to the Site subject to a cap of INR 75,00,000 for "Repair of Spares (Mechanical, Electrical and C")I)"....	The bidder understands that, the cost of repair of spares, Packing, forwarding and transportation shall be capped at Rs 75,00,000. Pl. Clarify.. Bidder requests to exclude the winding of HT motors from the scope of the O&M operator.	Please refer to our response at Sr. No. 7.
16	TECHNICAL Specification	30	04.03.22	Exclusion of Services	We understand that any capex works like complete replacement of cooling tower fills is out of scope .Also we understand major repair of building, structure, road is excluded. Kindly confirm.	Please refer to Clause 4.5.8.1.9 and Clause 4.3.7.1.11 of the Technical Specifications, which are self exlanatory.
17	O&M Contract	38	7.4.1 (ix)	(ix) calculation of deviation charges payable by O&M Operator (as per the applicable CERC regulations),	Calculation of deviation charges depends on the finalisation of RCA reports of any incidents for which agreement of both the owner and O&M operator is required, which takes time and availability of Deviation Account statement by the System Operator. Bidder requests to remove these two requirements for clearing monthly invoice.	No change in tender document
18	O&M Contract	42	9.5.1	The title to the Consumables shall be transferred to the Owner upon delivery of the same at the Site.	Since O&M Contractor is paying for the consumables, which is included in the Operating fee, title of the consumable should not be transferred to the Owner. Pl. clarify	No change in tender document
19	O&M Contract	44	10.2.3.1 10.2.3.1.4 (FAC)	In the denominator of availability calculation aux consumption is stated as 3.413%.	As per Annexure 12, of O&M contract, Aux Consumption changes with PLF. This contract document recognizes the unavoidable increase of Aux consumption with lower PLF. Not factoring these situations cause bigger denominator resulting in lower availabilities? Bidder requests to factor appropriate Aux consumption in the calculations of Availability?	No change in tender document
20	O&M Contract	44	10	Guaranteed Performance	Loss of Generation during scheduled outage need to be considered as Deemed generation, as scheduled outage is due to OEM requirement, statutory compliance and Owner's decision. Without considertaion of Scheduled outage for Deemed generation, achieveing 94% availability is not possible even in an ideal situation of not having any forced outage. The O&M Operator without any failure in its services shall not be able to recover its O&M fees. This is a highly unusual and risky provision in the contract. So request to consider loss of generation during scheduled ourage as deemed generation	No change in tender document
21	O&M Contract	44	10	Guaranteed Performance	In the Annual Availability formula, either numerator or denominator has to be corrected for the same ambient condition. If numerator has to be used at actual condition, then rated capacity in the denominator has to be corrected to actual ambient condition and degradaton to arrive at technically correct Plant Availability.	No change in tender document

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22	O&M Contract	44	10	Guaranteed Performance	94% Annual Plant Availability is not feasible even in an ideal operating situation without considering loss of generation during Scheduled Outage as Deemed Generation. In otherwords, fixing an impossible performance parameter makes the contract legally untenable and not maintainable. Request to include Loss of generation during Schedule Outage as Deemed Generation	No change in tender document
23					Additionally, deemed condition for Plant performance guarantee should be considered for such cases where O&M Operator has submitted a proposal to improve plant performance but Owner has not allowed / rejected to carryout such proposal and subsequently plant performance has suffered due to non implementation of O&M Operator's proposal.	No change in tender document
24					Deemed condition for Plant Performance Guarantee shall be considered for any such event which cant be attributable to the O&M Operator. For example, any defects in the design, control, uncommissioned/ poorly commissioned, premature failure, defects found in the work done by third party who is not engaged by O&M Operator etc. shall be considered as deemed condition.	No change in tender document
25					There is no bonus for Availability above Perfomance Guarantee. Bonus should be allowed.	No change in tender document

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26	O&M Contract	44	10.2.2	In case Annual Plant Availability is less than 94% (ninety four percent), then the Yearly Operating Fees shall be adjusted in accordance with the provisions of Clause 6 and 7.	Under this provision, when the plant is under scheduled outage and plant availability is less as per formula in the clause 10.2.3.1, then there will be reduced monthly payment, even zero payment if entire month is under scheduled outage. This is too much onerous for the O&M Operator while spending additional expense during the scheduled outage and not receiving full monthly payment. Request to make monthly payment based on Pro Rata of Annual Operating Fees, not linking to monthly availability.	No change in tender document
27	O&M Contract	45	10.2.3.1.4 (f)	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.	The bidder requests to share the information with reference to 10.2.3.1.4 (f) necessary for availability calculations before submission monthly invoice by the bidder.	Please refer S.no 2 of the Addendum-1 dated 09-Oct-2023.
28	O&M Contract	45	10.2.3.1.5	For the events described at Clause 10.2.3.1.4 (b) to (d), Deemed Generation shall be added at the rate of 94% (ninety four percent) of the losses for the said period.	Like in the case of gas restriction, for cases from (b) to (d), the reasons of generation loss is not attributable to the O&M operator and hence deemed generation at the rate of 100% of the loss of generation should be considered	No change in tender document
29	O&M Contract	46	10.4	Annual Plant Heat Rate	Fuel consumption during start up after schedule outage/ trips not attributable to O&M Operator to be deducted from the total fuel consumption for calculating Heat Rate. It is requested to increase Guaranteed Heat Rate figures as per Annex-12 by 5% to accommodate the additional fuel consumption during start up/ trips not attributable to O&M Operator.	No change in tender document
30	O&M Contract	47	10.4.1.1.4	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.	Bidder requests to share the degradation curve with algorithm	Please refer S.no 3 of the Addendum-1 dated 09-Oct-2023.
31	O&M Contract	45	10.2.6 and 10.3.3	No adjustment to Declared Available Capacity shall be admissible due to (a) non availability (other than for demonstrable delays in procurement of Spare Parts by Owner which the O&M Operator can establish through written records and follow up discussions that the requirement was given in advance so as to procure in reasonable time) of requisite quantity and quality of Spare Parts; or (b) delay in the generation at generator terminals of the Plant caused due to any unusual finding during scheduled inspection of the Plant.	If any unusual findings are found which cant be attributable to O&M Operator, the same shall be considered for adjustment in the Declared Available Capacity.	No change in tender document
32	O&M Contract	49	11.2	For every 1 (one) day (or part thereof) increase in the agreed Annual Shutdown period for reasons not attributable to the Owner and subject to the reasons set out under Clause 10.2.3.1.3 (for Deemed Generation), the O&M Operator shall pay to the Owner a sum of Rs. 500,000/- (Rupees Five Hundred Thousand Only) for each Unit.	With ref. to 10.2.3.1.4. if the delay is not attributable to O&M operator, then there will be no penalty under 11.2. Pl. confirm.	No change in tender document
33	O&M Contract	49	11.6	In case of any variation in guaranteed parameters as per Clause 10.6.1 to 10.6.4, the O&M Operator shall pay to the Owner liquidated damages of Rs. 25,000/- (Rupees Twenty- Five Thousand) per violation/per parameter. Further, for each day of delay in correcting	Deviation, if any, shall be considered only if it is attributable to O&M operator. For example EDG availability during PM and other maintenance activities should not be considered as a deviation	Please refer S.no 4 of the Addendum-1 dated 09-Oct-2023.
34	O&M Contract	50	11.9	In case of any failure to execute the work as per as per Clause 4.3.21.3 of the Technical Specifications, the O&M Operator shall pay to the Owner liquidated damages of Rs. 1,00,000/- (Rupees One Lakh) per month.	Housekeeping is a subjective parameter to judge the performance, a criteria agreeable to both the parties should be fixed for fully assessing the housekeeping performance	No change in tender document
35	O&M Contract	60	18.3 and 18.5	Minimum Wages Act 1948	As Minimum Wage revision is as per Govt notificatoin it should be considered under Change in law clause.	No change in tender document
36	O&M Contract	61	19.4	Project documents: Owner shall provide copy of the Project Agreements to the O&M Operator to fulfill its obligations in accordance with this Contract. Owner shall also provide copy of such amended, additional or replacement Project Agreements to O&M Operator and advise it to incorporate any new or revised requirements into the O&M Plan & Procedure.	Request to share these documents as part of the bid documents before bid submission.	Extract of LTSA, GSPA and PPA's are attached as Annexure-1, Annexure-2 and Annexure-3 of the Technical Specification respectively.

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37	O&M Contract	62	20.1.1	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.	We understand that Steam Turbine RLA study, flow path audit during the contract period shall be conducted within the scheduled outage period of GT/ ST. Steam Turbine generator slip ring machining to be included under Annexure -7 in Technical Specification. Pl. confirm.	RLA study , flow path audit shall be conducted within the scheduled outage period of GT/ST. Steam Turbine generator does not require slip ring machining.
38	O&M Contract	62	20.1.1	OEM Supervision for Major equipmentHowever, 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.	O&M Operator shall bring OEM Supervisor or ex-OEM supervisor for major equipment other than BHEL/ GE equipment wherever necessary considering the criticality of the job. The jobs which can be performed by the inhouse team should be allowed to be carried out without asking for OEM / Ex OEM supervision. Afterall, the O&M Operator shall be responsible for the overall performance.	Please refer S.no 5 of the Addendum-1 dated 09-Oct-2023.
39	O&M Contract	62	20.1.2	Subcontracting	O&M operator should be allowed to execute those AMC from the recommended list based on their experience and capability.	No change in tender document
40	O&M Contract	62	20.1.1 and 20.1.2	Subcontracting	As per the bidder's understanding, 20.1.1 are works to be taken up under OEM supervision 20.1.2 are required to be under AMC. Clarity is required as few items are repeated. Moreover, in clause 20.1.2 few items are repeated between the AMCs which shall be executed by OEM and may be carried out by OEM.	Please refer to our comment at Sr. No. 38.
41	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 S.no 6 of the Addendum-1 dated 09-Oct-2023.
42	O&M Contract	68	24	Warranty	If O&M Operator performs on any defect during warranty period of the outgoing O&M Operator, then O&M Operator shall claim the cost of such warranty work to the Owner. PL. confirm.	No change in tender document
43	O&M Contract	69	24.6	In the event O&M Operator shall have been notified of any defects in the Consumables in violation of O&M Operator's foregoing warranties and it has failed to promptly and adequately correct such defects,	Since the procurement process of consumables are from approved vendors and also are jointly verified upon its receipt in the stores, warranty on the consumables may be removed	No change in tender document
44	O&M Contract	76	30	Back Charge	25% addition to the labour cost to be removed.	No change in tender document
45		76	30.3	Upon identification by the Owner of an actual or anticipated backcharge, the Owner will issue a backcharge notice to O&M Operator. This notice shall describe the backcharge work to be performed, the schedule period for performance, the cost to be charged by the Owner to O&M Operator for the backcharge and other terms.	Bidder requests to consider the following points: a. It would be helpful if a chance is first given to the O&M operator to fulfil the obligation in an agreed time period. b. If the related service is arguable or contract clause is not very clear, a discussion prior to taking up work shall be held with the O&M Operator to arrive at mutual consent.	No change in tender document
46	O&M Contract	92	44.1.1.3 (a)	Monthly Plant Heat Rate at 110% (one hundred and ten percent) or below of the heat rate mentioned in Clause 10.4.3.	Sentence should be read as: Monthly Plant Heat Rate at 110% (one hundred and ten percent) or above of the heat rate mentioned in Clause 10.4.3. Heat Rate calculation has to adjust the fuel gas consumed during start up / trip which can be attributable to O&M Operator.	No change in tender document.
47	O&M Contract	93	44.1.1.20	O&M Operator has incurred or is liable for liquidated damages in excess of the amount set out in Clause 11.12;	Referred clause is not relevant.	Please refer S.no 7 of the Addendum-1 dated 09-Oct-2023.
48	O&M Contract	109	4 (a)	Combined Cycle Power Plant of rated capacity not less than 500 MW in senior/middle management	Most of the CCPP with sizes of more than 500 MW in India are in idle condition. Getting such candidate within the country is very difficult. Considering the same, Bidder requests to reduce the CCPP capacity to 225 MW.Also request to allow in house experienced managers for Plant Manager Position.	No change in tender document
49	O&M Contract	109	(d)	Manager (Planning & Technical Cell): Full Time Engineering degree from reputed government engineering college along with Energy manager or Energy auditor certification with minimum 12 (twelve) years of relevant working experience after obtaining engineering degree,	It is really challenging to get good number of technical persons meeting the Qualification requirement for Manager (Planning and Technical Cell) having energy manager / energy auditor certificate. The energy audit job in any way shall be done thorough a certified third party energy audit company to comply with Clause 2.2 of the Technical Specs. Hence request to remove the energy audit requirement so that quality people can be engaged.	No change in tender document

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50	O&M Contract	111	(m)	HSE Officer: Engineering degree with diploma in respective discipline with minimum 6 (six) years of relevant experience. Preference shall be given to a person having NEBOSH qualification, exposure in OHSAS & ISO implementation and experience of working in power plant.	It is really challenging to get good no of Degree Engineers meeting the Qualification requirement for HSE Officer having NEBOSH certificate. Most of the Indian Power Plants have engaged HSE officer having HSEE certificate issued from Indian Safety Insitute. Hence request to remove the NEBOSH alongwith Engineering degree so that quality people can be engaged.	No change in tender document
51	O&M Contract	115	Part D of annexure 2	O&M Fee calculation	Pl. share one sample spreadsheet with formula as per D of Annexure-2	Bidders to perform the calculation as per the formulaes provided in the Contract.
52	TECHNICAL Specification	6	4.2.3	Additional Manpower during Planned shutdown	After mobilisation of the manpower, if the shutdown is delayed, the cost of the additional manpower for the delayed period is to be borne by the owner	Additional manpower deployment during planned shutdown to be assessed and deployed in accordance with the Contract and mutually agreed Shutdown Plan.
53	TECHNICAL Specification	10	4.3.3.2 and 4.3.3.5	The supply of temporary pump and piping will be in the scope of O&M Operator.	Bidder request to install and commission the recently procured high capacity river water pumps , as these are permanent equipment. Additional aux. power consumption need to be adjusted in the performace guarantee and repair cost of such pump to be reimbursed to the O&M Operator.Any temporary pump like diesel pump if required in future, the cost of hiring pump, temporarty piping, cost of fuel shall be reimbursed as per actual.	No change in tender document
54	TECHNICAL Specification	15	4.3.3.19	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.	Bidder requests owner to take up the repair and calibration as the cost is around 50 Lakhs and upgrade the present meter, as recommended by the OEM.	Please refer S.no 8 of the Addendum-1 dated 09-Oct-2023.
55	TECHNICAL Specification	16	4.3.3.27	An indicative list of equipment/area is set out in Annexure-4. In case O&M Operator fails to complete the painting job within the contract period deduction of two times of the actual value for the painting of that equipment will be made.	Bidder requests to limit the deduction to the actual value of painting as per the agreed painting schedule. Moreover, the painting schedule also has not been provided in the bid document	Painting schedule attached as Annexure 8 to the Technical specification. Attached herewith for reference.
56	TECHNICAL Specification	15	4.3.3.28	Jungle cutting/bush cutting/deweeding of plant area as shown in the plot plan	Jungle cutting earmarked in the plot plan is a vast area and using the local available resources is not possible to manage. Even with lesser area the cost implication is around 10 Lakhs per year. Bidder requests to remove this from O&M Operator's scope.	No change in tender document
57	TECHNICAL Specification	15	4.3.3.31	road inside RWIS (river water intake system) including the pipeline corridor road from plant to RWIS,	The road is not demarcated however, the Bidder requests to remove this from O&M Operator's scope.	Drawing demarcating road inside RWIS (river water intake system) including the pipeline corridor road from plant to RWIS is provided in the reference drawings and documents attached with the tender.
58	TECHNICAL Specification	17	4.3.3.44	Transportation of failed components for RCA is in the scope of O&M Operator and costs for which shall be borne by the O&M Operator. However, RCA analysis cost will be borne by the Owner.	Bidder understands that the failed component repair cost is covered under the repair of Spares as per clause 6.3.2.14 which is capped at 75 Lakhs. Pl. clarify	Clause no. 6.3.2.14 only specifies the cost of packaging and transportation cost for equipment and spare parts for repair which is capped at Rs. 75 Lakh.
59	TECHNICAL Specification	22	4.3.7.4.9	solvent cements, PVC solvent cement (20-40 SE & 80-100 S) for making of fill packs by fill sheets for Cooling Towers etc.	Bidder requests to keep the scope of supply of such chemicals in its own scope as the requirement is once in more than 5 years	No change in tender document
60	TECHNICAL Specification	23	4.3.7.4.19	all kinds of Strainers, Filters in Gas / Steam / Water / Oil Piping / System will be treated as consumables. Scheduled replacement for filter elements for Initial gas Conditioning skid and final gas conditioning skid within every six months is in the scope of O&M Operator. If O&M Operator fails to replace the any of the gas conditioning skid filters within time, INR 10,000/- per month per vessel shall be deducted from the monthly invoice of the O&M Operator	The filter replacement schedule shall be condition based however, Since the cost implication is more than 1.5 Cr per annum, the Bidder requests to take the responsibility of supplying the filters.	No change in tender document
61	TECHNICAL Specification	30	4.3.21.16	All planned and unplanned outage shall be handled on 24 (twenty four) hours per day, 7 (seven) days per week and 365 (three hundred sixty five) days per year basis and no overtime shall be payable by Owner towards any Services performed by O&M Operator.	If O&M Operator shall be restricted for working 24X7 by owner, O&M operator has to be compensated by the Owner for the delay in the completion of the outage	No change in tender document
62	TECHNICAL Specification	30	4.3.22.1	Scheduled maintenance of Gas Turbine i.e., Combustion Inspection (CI), Hot Gas Path Inspection (HGPI) and Major Inspection (MI) and collateral damage to Gas Turbine Compressor. Scheduled maintenance of Gas Turbine and repair of compressor due to collateral damage shall be done by LTSA Contractor, except the services to be performed by the O&M Operator as part of services for maintenance of Gas Turbines, auxiliaries and control system. Please refer Annexure-1 to Technical Specification for Services to be provided by O&M Operator for maintenance of Gas Turbine, auxiliaries and control system.	Bidder requests to revise the paragraph as below: Scheduled maintenance of Gas Turbine i.e., Combustion Inspection (CI), Hot Gas Path Inspection (HGPI) and Major Inspection (MI) and any collateral damage to Gas Turbine and Compressor.	No change in tender document

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63	TECHNICAL Specification	82	Annexure-7	Note: All other responsibilities in respect of these services including coordination with hired agencies for timely mobilization, supervision 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 O&M Operator	Considering the fact that, BHEL will never allow the O&M operator to supervise the activities, the sentence should read as: All other responsibilities in respect of these services 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 O&M Operator	Note: All other responsibilities in respect of these services 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 O&M Operator
64	TECHNICAL Specification	82	Annexure-7	All other responsibilities in respect of these services including coordination with hired agencies for timely mobilization, supervision 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 O&M Operator	Bidder understands that the hiring will be based on turnkey contract. In such case bidder feels that O&M operator should not be held responsible for providing skilled manpower. Pl. clarify	No change in tender document
65		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.	Please refer S.no 9 of the Addendum-1 dated 09-Oct-2023.
66	TECHNICAL Specification	83	Annexure-8	GT Offline Washing and AIF replacement	Pl. share GT Offline water wash and GT AIF filter replacement schedule during the contract period	GT air filter replacement frequency - 2 times/ year / GT. Offline water wash frequency - during outages for more than 3 days.
67	NIB	4	(g)	Last date and time for submission of Bid (both, Price Bid and Unpriced Techno-Commercial Bid)	As there are many changes made to the previous bid with huge financial impact, it will take time for preparation of bid documents. Bidder requests to extend the bid submission date by at least 15 days	Please refer S.no 10 & 11 of the Addendum-1 dated 09-Oct-2023.
68	ITB	14	clause 13.1	CHANGE IN SHAREHOLDING/CONTROL No change in the Control of the Bidder shall be permitted from the date of submission of the Bid till the date of execution of the Contract. If a change in Control of the Bidder occurs during such period, then the Bidder's Bid may be liable for rejection. After execution of the Contract, no change in Control of the Bidder shall be permitted without the prior approval of the Owner.	Please note, in case of change in Control, We shall give the prior information to the Owner about such change in the Control and assure for successful execution of the project.	Tender condition shall prevail.
69	O&M CONTRACT	8	Clause 1.32	DEFINITION AND INTERPRETATION "Declared Available Capacity" means for any Time Block maximum net electrical output at the Interconnection Point to be delivered from the Unit(s) which O&M Operator has recently declared in a capacity notice or revised capacity notice and has been accepted by the System Operator for that Time Block which O&M Operator is required to deliver to the Grid as per the PPAs and the Grid Code.	Request Declared Available Capacity (DAC) is clearly defined by a formula to avoid any confusion as follows: DAC = Plant Generating capacity (PGC) - Aux. consumption. In case the PGC is reduced due to any problem which is not attributable to O&M Operator (for ex - Air Filter DP, stoppage due to rectification, unavailability of manpower due to local IR issues), then DAC should be calculated on full PGC and such activities will be considered as deemed under PGC.	No change in tender document
70	O&M CONTRACT	12	Clause 1.92	DEFINITION AND INTERPRETATION "Optional Services" means: (i) services for operating canteen at the Site; and (ii) landscaping & horticulture services inside the Plant boundary.	OTPC to Clarify Scope of Optional Services However, in ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS Document 4.3.21.1 internal housekeeping and cleaning of the Administration Building, Training Hostel, Training Centre, Security Hostel, Medical Centre and Canteen building is excluded from the scope of work of the O&M Operator. OTPC to clarify the Scope Services of Operating Canteen at Site. 4.3.22 Exclusion from the Scope of Services of O&M Operator: 4.3.22.3 Horticultural, landscaping of the entire Plant including pump house area at the bank of the river.	Please refer to Clause 6.6. of the O&M Contract which is self explanatory. The existing Tender conditions prevail.
71	O&M CONTRACT	13	Clause 1.103	DEFINITION AND INTERPRETATION "Plant" meansand all other equipment installed or to be installed at the Site.	Please indicate list of system/equipments or any others which is going to be installed in next 3 years of Plant O&M for enabling us to consider the cost.	Tentative new installations in next five years: 1. Air receivers , 10m3 capacity , 2 numbers 2. Spary water system with deluge valve (80 NB/ 100NB) , 9 Locations. 3. External blowdown pumps for CT basins (50 LPS, 3Ph/10 HP) 4 numbers. 4. Ventilation system in TG building , switch gear rooms, cable vaults. 5. EOT Crane - 30 MT in TG Hall 6. External pumps - 3 Numbers (50 LPS, 3Ph/10 HP) on river beds to pump water from river bed to forebay of RWIS pumps. 7. Replacement of existing CCTV system with 30 Nos new PTZ CCTV camera and related accessories and servers. 8. 400KV/132 KV 125 MVA ICT-1, 400 KV 63 MVAR Line reactor -1 & 2 online Transformer monitoring system 9. 6.6 KV VFD for GBC (in Planning subjected to realization) For one GBC 10. 414 V HVAC VFD. 10 KL Oil Filtration machine 11. HV AC & DC 3 Phase testing Bench 12. CW & RW CL2 system New panel with UPS 13. Approx 100 Solar Powered Street lights maintenance. 14. Industrial light fittings maintenance with all consumable (in Planning subjected to realization) 15. New 750 KVA DG set (in Planning subjected to realization) 16. 6.6 KV VFD for CEP (in Planning subjected to realization) for one CEP 17. 415 V CT Fan VFD (in Planning subjected to realization), for 4 CT Fans. 18. GTG-2 Rotor Flux monitoring system Data analysis by OEM (System Installed, however data analysis is Paid) 19. GTG-1 & 2 PD monitoring system Data analysis by OEM (System Installed, however data analysis is Paid) 20. GTG-1 Rotor Flux monitoring system (in Planning subjected to realization)

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72	O&M CONTRACT	16	Clause 1.135	DEFINITION AND INTERPRETATION "Township" means OTPC Residential Colony / Township at Khilpara, Gomati, Tripura located around 5 Kms from the Plant, consisting of eighty-two flats of five different categories viz. Type – II, 4 BHK's (10 nos), Type – III, 3 BHK's (12 nos), Type – IV, 3 BHK's (32 nos), Type – V, 2 BHK's, (28 nos) which are used primarily for residential accommodation of the Owner's employees. The ownership of the entire residential colony consisting of the said 82 flats, including the common areas therein vests solely with the Owner.	We request OTPC to clarify Township Maintenance Scope Services like Civil Maintenance (Road, Boundary Wall, Plumbing, Carpentry, Masonary etc) , Housekeeping, Horticulture, Land Scaping, Electrical Maintenance, Pumps O&M etc.	Maintenance of Township is not included in the Scope of O&M Operator.
73	O&M CONTRACT	13	Clause 1.103	DEFINITION AND INTERPRETATION "Plant" meansand all other equipment installed or to be installed at the Site.	Please indicate list of system/equipment or any others which is going to installed in next 3 years of Plant O&M for enabling us to consider the cost.	Please refer to our comment at Sr. No. 71 above.
74	O&M CONTRACT	19	3.1.14	SCOPE performance of all obligations required to be performed by the Owner under the LTSA including the services required to be performed by the Owner during the scheduled maintenance events as identified under the LTSA;	Request to please clarify and share the details of what scope shall be performed by the O&M Operator on behalf of the Owner under the LTSA so that the O&M Operator can include such costs in its offer.	Please refer Annexure-1 of Technical Specification
75	O&M CONTRACT	18	Clause 3.1.7	SCOPE 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;	Please List out clearly major Equipment for which OEM supervision is required. O&M Service provider shall be responsible to bring one no of OEM expert. If OEM insists for more than one OEM expert, OTPC must bear the cost. Further, in case offer is obtained by the OTPC from OEM, then such offer shall be discussed and mutually agreed between the all three parties.	Please refer to our comment at Sr. No. 38.
76	O&M CONTRACT	20	3.9	CONSUMABLE SUPPLY The O&M Operator shall supply chemicals, gases (including argonite and CO2), consumables, oils, lubricants, filters/ filter separator (except gas turbine inlet air filter), coupling spiders, coupling rubber bushes ,circlips, oil seals , bearing less than shaft diameter 50 mm, packing rings , bull rings , seal rings , gland packing , insulation materials (LRB , ceramic wool), all types of gaskets (for mating flange joints , valve internal) O ring/ chord, electrical accessories, construction material and other materials (except Spare Parts), safety items related to job execution and permit to work system (PPE , spark proof tools, arc suit , breathing apparatus , LOTO system etc.) required from time to time for operation and maintenance of the Plant, which will be consumed during operation and maintenance (including inspection, repairing and testing) of Plant and will then need to be replenished, starting from start of Operational Phase till expiry of the Term in accordance with the terms and conditions specified in this Contract and as set out in detail in the Technical Specifications (the "Consumables"). In addition, the O&M Operator shall also supply the following as part of the Consumables winding wire for the re winding of motors of the gas turbines, materials for repair of electronic cards, materials for repair of numerical relay, DAVR cards, electronic cards, etc.	"O" ring/chords having part number shall be considered under owner scope as these items comes under spares category and same shall be applied in case of gaskets for mating flanges and valve internal gaskets. Also, materials for repair of electronic cards, materials for repair of numerical relay, DAVR cards, electronic cards, etc. shall be in OTPC Scope or There shall be maximum capping Rs. 5000 on Materials for Repairing of said Electronic Cards. OTPC to Clarify on same. Incase material cost is above of Rs. 5000 Then OTPC shall pay the same.	No change in tender document
77	O&M CONTRACT	20	Clause 3.7	SCOPE The O&M Operator shall operate the Plant in line with the Dispatch Instructions provided by the Owner. Any dispute regarding the proper issuance of any Dispatch Instructions to back down or raise generation and the recovery of any costs or damages incurred or suffered by the O&M Operator in complying with any Dispatch Instruction not properly issued hereunder shall be resolved in accordance with Clause 46.0 (Settlement of Disputes). If the O&M Operator does not follow the Dispatch Instructions provided by the Owner and consequently there is any deviation i.e., in a Time Block the total actual injection varies from the total scheduled generation from the Plant to the Grid and correspondingly deviation charges for the same are levied on the Owner in accordance with the applicable CERC regulations (including the CERC (Deviation Settlement Mechanism and Related Matters) Regulations, 2022 or as may be amended, modified or replaced from time to time then the O&M Operator shall pay such charges directly to the System Operator or if the Owner pays the same then the O&M Operator shall reimburse such charges to the Owner. It is expressly agreed that the O&M Operator's obligation to pay such deviation charges (UI charges) in an Operating Year shall be capped at the 10% (ten percent) of the Quoted Yearly Operating Fee. This obligation is in addition to the obligation to pay Liquidated Damages (and its corresponding cap) as set out under this Contract.	We request Owner to Modify the clause as per below request: The O&M Operator shall operate the Plant in line with the Dispatch Instructions provided by the Owner. Any dispute regarding the proper issuance of any Dispatch Instructions to back down or raise generation and the recovery of any costs or damages incurred or suffered by the O&M Operator in complying with any Dispatch Instruction not properly issued hereunder shall be resolved in accordance with Clause 46.0 (Settlement of Disputes). If the O&M Operator does not follow the Dispatch Instructions provided by the Owner and consequently there is any deviation i.e., in a Time Block the total actual injection varies from the total scheduled generation from the Plant to the Grid and correspondingly deviation charges for the same are levied on the Owner in accordance with the applicable CERC regulations (including the CERC (Deviation Settlement Mechanism and Related Matters) Regulations, 2022 or as may be amended, modified or replaced from time to time then the O&M Operator shall pay such charges directly to the System Operator or if the Owner pays the same then the O&M Operator shall reimburse such charges to the Owner. It is expressly agreed that the O&M Operator's obligation to pay such deviation charges (UI charges) in an Operating Year shall be capped at the 10% (ten percent) of the Quoted Yearly Operating Fee. For avoidance of doubt, such deviation charges shall be applicable on O&M Opreator if reasons are solely attributable to fault of the O&M Contractor. This obligation is in addition to the obligation to pay Liquidated Damages (and its corresponding cap) as set out under this Contract. Further, in case of positive UI, O&M Operator shall be given a part of receivable amount (as incentive) 10% of Net UI charges with the O&M Co.	No change in tender document

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78	O&M CONTRACT	19	Clause 3.2	SCOPE The O&M Operator expressly agrees that the Services shall also include all such items which may not have been specifically mentioned in this Contract or the Technical Specifications but which may be necessary for the successful fulfilment of O&M Operator's obligation under this Contract as per Prudent Utility Practice and such items shall be supplied by the O&M Operator without any additional cost to the Owner.	We would like to clarify that O&M Operator shall be responsible for clearly indicated scope of work. This is undefined statement for which calculating the cost is very much difficult. Therefore, kindly specify the clear scope of the O&M Operator.	No change in tender document
79	O&M CONTRACT	19	Clause 3.3	SCOPE As part of the scope of its obligations under this Contract, the O&M Operator shall procure and pay for, in its own name as an independent contractor and not as an agent of the Owner, all materials, equipment, supplies, manufacturing, fabrication necessary in connection with the Services in accordance with this Contract. All such items shall be new, fit for purpose and free from any improper workmanship or defects and properly warranted or guaranteed to the extent required by Clause 24.0 (Warranty and Warranty Period) and comply with all Applicable Laws.	We would request Owner that Refurbishment of the equipment should be allowed. Further, warranty of all the supplied consumables/material cannot be provided, warranty shall be provided on cases to case basis where warranties are applicable.	No change in tender document
80	O&M CONTRACT	20	Clause 3.5	SCOPE The O&M Operator expressly acknowledges, agrees and confirms that all equipment, systems, buildings and structures of the Plant will be in the form and condition as handed over to it by the Existing O&M Contractor during the Takeover Phase and it will provide Services in relation to all these equipment, systems, buildings and structures of the Plant as per the said condition during the Operational Phase without any additional cost to the Owner and without requesting any document from the Owner evidencing performance parameters of the Plant at the time of handover from the Existing O&M Contractor. No job shall be avoided citing the reason of commissioning / erection defect or problem since inception or prior to Takeover Phase / Operational Phase.	Latent defects shall be excluded from O&M provider scope.	No change in tender document
81	O&M CONTRACT	22	4.1.3	Term and Authorization to Proceed If the Owner decides to extend the Term pursuant to Clause 4.1.2 and the Parties cannot agree the revised price terms for the extension of this Contract by 6 (six) months prior to the end of the Term, then the Parties expressly agree that the Operating Fees for such extended term shall be the Operating Fees payable for the immediately preceding year escalated by 5% (five percent).	Please note, it is difficult to confirm that what will be the cost inflation situation after 5 years of completion of Contract, therefore, in case, Owner decides to extend the Contract for further terms beyond 5 years, in such a case, escalation on Operating fees shall be decided only on mutually agreement basis and in case, mutual agreement cannot be achieved, then, Contract shall be closed after 5 years.	No change in tender document
82	O&M CONTRACT	23	Clause 5.1.2	STAFFING AND AUTHORITY 5.1 O&M Operator's Staff For the avoidance of doubt it is clarified, that for the purposes of ascertaining if the minimum number of staff specified in the Staffing Plan is present on the Site the O&M Operator Staff absent from work at Plant on account of leave, compensatory-off, resignation, death, removal, retirement or for any other reason whatsoever will not be included.	Attendance of O&M Operator Staff absent from work at Plant on account of leave for maximum 18 days as per factory act must be considered. However, O&M Operator will provide the services as per scope of work.	No change in tender document
83	O&M CONTRACT	24	Clause 5.1.8	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.	Since there is a capping of maximum manpower availability at site, there are limited leave reserves to immediately accommodate vacancies in operations arising out of resignation. However, till the new person is joined, the position will be manned with extra duties and ensure no position is left un-manned. Therefore, in view of above, we request Owner to modify the clause as per below request: 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 un-manned at any time during the Term.	Please refer S.no 12 of the Addendum-1 dated 09-Oct-2023.
84	O&M CONTRACT	24	Clause 5.1.12	STAFFING AND AUTHORITY 5.1 O&M Operator's Staff In the event of resignation of any O&M Operator Staff or for any other reason any position falling vacant, it shall be reported to the Owner and such positions shall be filled up expeditiously and no later than fifteen calendar days from the date the position is vacated. Owner shall have right to deduct pro rata fees for the period such position is not filled up. O&M Operator shall adopt and implement suitable mechanisms to ensure that O&M Operator Staff continues its engagement with the O&M Operator and it continues working on the Site.	We request Owner to Modify the clause as per below request: In the event of resignation of any O&M Operator Staff or for any other reason any position falling vacant, it shall be reported to the Owner and such positions shall be filled up expeditiously and no later than fifteen NINETY calendar days from the date the position is vacated. Owner shall have right to deduct pro rata fees for the period such position is not filled up. O&M Operator shall adopt and implement suitable mechanisms to ensure that O&M Operator Staff continues its engagement with the O&M Operator and it continues working on the Site.	No change in tender document

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85	O&M CONTRACT	26	5.1.25	STAFFING AND AUTHORITY 5.1 O&M Operator's Staff The O&M Operator shall ensure that required O&M Operator Staff, in no case less than the minimum number of staff specified in Staffing Plan, is always available at the Plant. O&M Operator assures and agrees that no leave (for any reason whatsoever) shall be granted by the O&M Operator to its personnel pending confirmation of leave reliever/shift reliever as approved by the Owner. In addition, the O&M Operator shall make appropriate arrangements by providing replacement of O&M Operator Staff, acceptable to the Owner, to take care of responsibilities of O&M Operator Staff absent from work for any reason whatsoever so that work is not affected in any manner. The O&M Operator shall submit to the Owner details of qualified and experienced replacement of O&M Operator Staff for its approval before any O&M Operator Staff proceeds on leave.	We request Owner to Modify the clause are beer below request: The O&M Operator shall ensure that required O&M Operator Staff, in no case less than the minimum number of staff specified in Staffing Plan, is always available at the Plant. O&M Operator assures and agrees that no leave (for any reason whatsoever except for emergency cases of staff) shall be granted by the O&M Operator to its personnel pending confirmation of leave reliever/shift reliever as approved by the Owner. In addition, the O&M Operator shall make appropriate arrangements by providing replacement of O&M Operator Staff, acceptable to the Owner, to take care of responsibilities of O&M Operator Staff absent from work for any reason whatsoever so that work is not affected in any manner. The O&M Operator shall submit to the Owner details of qualified and experienced replacement of O&M Operator Staff for its approval before any O&M Operator Staff proceeds on leave.	No change in tender document
86	O&M CONTRACT	28	5.2.5	STAFFING AND AUTHORITY 5.1 O&M Operator's Staff All communications by the Plant Manager to the Owner under this Contract shall be signed by the O&M Operator or such other officer of the O&M Operator who is duly authorized and empowered and as notified in advance of issuance of such communication to the Owner at least 3 (three) days in advance of issuance of such communication.	Since Plant Manager of O&M Operator will be authorized for sending the communication, please confirm who else needs to be signed from O&M Operator side? Kindly clarify the exact requirement.	No change in tender document
87	O&M CONTRACT	28	5.3.2	Training of O&M Operator's Staff The O&M Operator shall provide training to the O&M Operator Staff at its home office/training facilities/Plant. For the sake of clarity, training period outside Plant premises shall be considered as absence, if alternative arrangement acceptable to the Owner is not made.	No deductions to be made for such trainings which cannot be provided at site and are required to be provided out side the plant site.	No change in tender document
88	O&M CONTRACT	28	5.3.3	Training of O&M Operator's Staff The O&M Operator shall prepare and establish, duly approved by the Owner, a welldefined training program for the O&M Operator Staff. Such program shall cover training of replacement personnel, training for skill enhancement, etc. Without prejudice to the generality of the foregoing, the O&M Operator shall ensure that: (i) Training on functional area is conducted in each quarter for at least 1 day; (ii) Training on behavioural aspects is conducted in each Operating Year for at least 1 day; (iii) Refresher training on a simulator for control room engineers/shift engineers.	As there is clear qualification & experience criteria for O&M staff hiring & posting, specific training can be imparted as and when any shortcomings are noticed.. However, if we have to consider, pl note that (1) additional Training cell and staffing should be planned + (2) Simulator training and these will involve considerable costs. Owner to Confirm.	No change in tender document
89	O&M CONTRACT	40	9.3.1.3	Supply Schedule the Consumables required for uninterrupted, smooth and trouble free operation and maintenance of the Plant are delivered and available on Site no later than 2 (two) weeks prior to the start of Operational Phase.	Noted. However, for long lead items which delivery schedule is more than 2 weeks, schedule of such items shall be mutually decided. Please confirm.	No change in tender document
90	O&M CONTRACT	41	9.7.4.2	Hazardous Materials The O&M Operator hereby fully indemnifies the Owner with respect to any liability arising on account of any escape of Hazardous Material.	Request to please modify the clause as follows: The O&M Operator hereby fully indemnifies the Owner with respect to any liability arising on account of any escape of Hazardous Material due to the gross negligence of O&M Operator.	No change in tender document
91	O&M CONTRACT	42	Clause 10.2.1	ANNUAL PLANT AVAILABILITY Annual plant availability (the "Annual Plant Availability") shall be 94% (ninety four percent) minimum.	What about annual plant availability figure in case of plant shutdown / planned Outage for GT boroscopic inspection, HGPI or MI, Steam Turbine Major Inspection? otherwise, Agreed Annual Shutdown period shall be considered as deemed generation. In the year when the scheduled major inspection is carried out the Operator has to guarantee an Availability of 80%. In the year when the scheduled HGPI inspection is carried out the Operator has to guarantee an Availability of 86%. In the year when the scheduled minor inspection is carried out the Operator has to guarantee an Availability of 88%. In the year when the scheduled major inspection of both (GT & ST) is carried out the Operator has to guarantee an Availability of 80%. Also, Contractual figure of Plant availability shall be derived by annual operating & maintenance plan approved by owner in discussion with O&M provider. Also, degradation curves shall be applied while calculating the Plant Output which will refelect in plant availability.	No change in tender document

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92	O&M CONTRACT	44	Clause 10.2.3.1.4	ANNUAL PLANT AVAILABILITY Deemed Generation shall be considered for the following cases and lost MWHrs will be added to the Declared Available Capacity ("Deemed Generation"):	The following points shall be considered as Deemed Generation: g) Force Majeure condition h) Non availability of spares etc. due to reasons attributable to the owner i) Major Breakdown of machineries involving generation loss, only if such an event is not attributable to fault of O&M Co. j) MOC/Reliability improvement period for repair/modifications not attributable to O&M Operator.	No change in tender document
93	O&M CONTRACT	45	Clause 10.2.3.1.5	ANNUAL PLANT AVAILABILITY The generation losses for each reason shall be calculated separately. While calculating generation loss, it shall be ensured that sum of generation and losses for all reasons are equal to the total installed capacity of the applicable Unit. For the events described at Clause 10.2.3.1.4 (b) to (d), Deemed Generation shall be added at the rate of 94% (ninety four percent) of the losses for the said period. For the events described in Clause 10.2.3.1.4 (f), Deemed Generation to the extent accepted by power purchaser shall be added. However, Annual Plant Availability shall be restricted to 94 per cent after allowing all types of Deemed generation.	Please modify the Clause: "The generation losses for each reason shall be calculated separately. While calculating generation loss, it shall be ensured that sum of generation and losses for all reasons are equal to the total installed capacity of the applicable Unit. For the events described at Clause 10.2.3.1.4 (b) to (d), Deemed Generation shall be added at the rate of 94% (ninety-four percent) 100% (One Hundred percent) of the losses for the said period. For the events described in Clause 10.2.3.1.4 (f), Deemed Generation to the extent accepted by power purchaser shall be added. However, Annual Plant Availability shall be restricted to-94 per cent after allowing all types of Deemed generation.	No change in tender document
94	O&M CONTRACT	45	10.2.5	ANNUAL PLANT AVAILABILITY The O&M Operator shall ensure that no Annual Shutdown occurs for a period greater than the Annual Shutdown period agreed between the Owner and the O&M Operator under the Annual Operating Plan & Budget for the relevant Operating Year.	We request to modify this clause as follows: The O&M Operator shall ensure that no Annual Shutdown occurs for a period greater than the Annual Shutdown period agreed between the Owner and the O&M Operator under the Annual Operating Plan & Budget for the relevant Operating Year. Any increase in the agreed Annual shutdown period for reasons not attributable to the O&M Operator shall be considered for deemed generation.	No change in tender document
95	O&M CONTRACT	51	Clause 11.17	LIQUIDATED DAMAGES The total amount of liquidated damages payable by the O&M Operator on account of non-fulfilment of the Performance Guarantees as set out in Clause 11.2, 11.3 and 11.4 shall be limited to 10% (ten percent) of the Yearly Operating Fee for the relevant Operating Year. Applicable GST shall be charged on the amount of such liquidated damages.	We request OTPC to modify the clause as per following request: The total amount of liquidated damages payable by the O&M Operator on account of non-fulfilment of the Performance Guarantees as set out in Clause 11.2, 11.3 and 11.4 11 and clause 10.6.6. & 10.6.7 shall be limited to 10% (ten percent) of the Yearly Operating Fee for the relevant Operating Year. Applicable GST shall be charged on the amount of such liquidated damages.	No change in tender document
96	O&M CONTRACT	51	11.19	LIQUIDATED DAMAGES For the avoidance of doubt it is clarified, that the Owner's right to receive liquidated damages in accordance with this Clause 11.0 is without prejudice to any other rights the Owner may have under Applicable Law or otherwise in connection with the breach of any other obligations hereunder by the O&M Operator.	We would like to inform, LDs should be the exclusive and sole remedy in accordance with this clause 11.0 and hence request Owner to please remove this clause. Owner to Confirm.	No change in tender document
97	O&M CONTRACT	51	Request for addition of New Clause under clause 13.2 "Owner's Insurance Obligation"		We request Customer to add the following provision under the Owner's Insurance Obligation: Owner shall add O&M Operator as Co-Insured as per the Insurance Policies to be taken by them (as per Clause 13.2.1.1 & 13.2.1.2) and all insurer's right of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived by the Owner under such policies.	No change in tender document
98	O&M CONTRACT	53	13.3.1.4.1	Group Personnel Accident Policy This insurance policy shall protect the O&M Operator against all claims arising from injuries, disabilities, disease or death of any of its and its Subcontractor's employees, due to any accident. This insurance policy shall cover liability for a minimum amount for any one accident in one year: Rs. 100,000,000 (Rupees Hundred Million Only).	We would like to inform that Group Personnel Accident Policies are for Employee basis and not on accident basis. Therefore, O&M Operation shall procure the Group Personnel Accident Policy of INR 2,00,000 for each employees/staff. Please confirm.	The bidder should obtain insurance for such number of employees so that the aggregate liability cover is insured. No change in tender document.
99	O&M CONTRACT	55	14.1.1.1	Indemnification by O&M Operator By reason of O&M Operator's actual or asserted failure to comply with any Applicable Law or any provision of this Contract. If the O&M Operator fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the O&M Operator or the Owner by any Government Agency under any Applicable Law, then the O&M Operator shall be liable to pay all such fines, penalties or other assessments;	We request OTPC to modify the clause as per following request: By reason of O&M Operator's actual or asserted failure to comply with any Applicable Law or any provision of this Contract . If the O&M Operator fails to comply with the requirements mentioned above and as a result fines, penalties or other assessments are imposed upon either the O&M Operator or the Owner by any Government Agency under any Applicable Law, then the O&M Operator shall be liable to pay all such fines, penalties or other assessments;	No change in tender document

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100	O&M CONTRACT	58	15.3	Limitation of Liability The aggregate liability of the O&M Operator with respect to all claims arising out of or in connection with performance or non-performance of this Contract whether in contract, warranty, tort or otherwise shall not exceed the Contract Price, provided that this limitation shall not apply in case of negligence, Wilful Misconduct or liabilities arising out of liquidated damages provisions and indemnity provisions in this Contract.	We request to modify this clause as follows: The aggregate liability of the O&M Operator with respect to all claims arising out of or in connection with performance or non-performance of this Contract whether in contract, warranty, tort or otherwise shall not exceed the Contract Price 20% of the total Contract Price , provided that this limitation shall not apply in case of liabilities arising out of gross negligence & Wilful Misconduct or liabilities arising out of liquidated damages provisions and indemnity provisions in this during the execution of the Contract.	No change in tender document
101	O&M CONTRACT	58	16.2	Suspension of Services Entire Clause	Request to please clarify on the payment to be made to the O&M Operator during this suspension period since the staff will be retained and paid by the O&M Operator during suspension period.	The payments to the O&M Operator shall be continued to be made in accordance with Clause 6 and Clause 7 read with Annexure 2 of the O&M Contract.
102	O&M CONTRACT	59	17	CHANGE IN SHAREHOLDING/CONTROL The current shareholding of the O&M Operator is provided in Annexure 10 (Current Shareholding of the O&M Operator). [From the Effective Date no change in Control of the O&M Operator shall be permitted without the prior written consent of the Owner.]3/ [From the Effective Date no change in shareholding of the Parent in the O&M Operator shall be permitted.]	Please note, in case of change in Control, We shall shall give the prior information to the Owner about such change in the Control and assure for successful execution of the project. Owner to Confirm.	Tender Condition shall prevail.
103	O&M CONTRACT	51	17A	PARENT UNDERTAKINGS AND PARENT COMPANY GUARANTEE Entire Clause	We would like to inform OTPC that we qualify for this Tender based on its own credentials. Hence, this clause is not applicable on us. Owner to confirm.	If in accordance with the tender documents, the bidder is not relying on the credentials of the parent then the corresponding provisions may be deleted from the O&M Contract at the time of execution of the O&M Contract if such bidder is the successful bidder.
104	O&M CONTRACT	62	Clause 20.1.1	SUBCONTRACTING 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. 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.	In the Document " ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS FOR OPERATION & MAINTENANCE CONTRACT " of ANNEXURE-7 LIST OF ACTIVITIES FOR OWNER AND EXCLUDED FROM THE SCOPE OF O&M CONTRACTOR It was clearly mentioned that " OTPC shall award the contract to BHEL for carrying out inspection/overhauling of above mentioned equipments to be performed during scheduled/planned shutdown, as BHEL has denied to provide offer to the O&M Contractor in past. Owner's obligation in respect of services listed in Annexure-7 is limited to awarding contract and making payment for these services. All other responsibilities in respect of these services including coordination with hired agencies for timely mobilization, supervision 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 O&M Operator " OTPC to clarify the same	Please refer to our comment at Sr. No. 38 above.
105	O&M CONTRACT	62	Clause 20.1.2	SUBCONTRACTING Subject to requirements given in Clause 20.1.1 above, O&M Operator shall enter into annual maintenance contract at its own cost for the instrument air compressors, air compressors of Nitrogen plant, EOT cranes, passenger elevator, air conditioning & ventilation system (for main plant area, LCI AC system, all Split AC system, all tower AC system, battery charger room and CCR ground floor, Switch yard control room, non-plant area buildings etc.), fire tenders and Hoists. Further, subject to requirements given in Clause 20.1.1 above, O&M Operator may enter into annual maintenance contracts at its own cost for facilities like battery, battery chargers, CO2 Tank Refrigeration Unit , UPS,AC of LCI, communication system, air conditioning & ventilation system, fire protection & fighting system including pumps, hydrogen compressors, emergency DG set, workshop equipment, passenger elevator equipment, Max DNA and SCADA System, Plant PLC system (DM plant , Hydrogen plant , HVAC system and Fire water pump house PLC) , Water chemistry lab equipment, SWAS system, Generator online PD monitoring system, CCTV system, Stack monitoring system and effluent discharge monitoring system, CPCB server and TSPCB server , FDA system , ABT System, ETP Server, building & structures, road, Plant and non-plant area lighting system, ambient air quality monitoring house system, house-keeping, painting of equipment, building and structures, etc. with prior written approval of Owner. The O&M Operator agrees and acknowledges that it shall not enter into any such annual maintenance contracts without the prior written approval of the Owner and which approval shall be granted at the sole discretion of the Owner. The O&M Operator further agrees to comply with the decision of the Owner in this regard.	We request OTPC to provide Mandatory AMC List with Make / Model & OEM / Vendor details i.e. Provide AMC List that compulsorily to be awarded to OEM/ Authorised OEM Service Provider	The list shall be provided to the Successful bidder. Bidders are however encouraged to visit site and ascertain the details.
106	O&M CONTRACT	68	24	Warranty and Warranty Period The O&M Operator hereby warrants to the Owner that the Services shall be performed in a manner consistent with the terms of this Contract, all specifications, drawings and standards referred to in this Contract (including under the Technical Specifications) or thereafter furnished by Owner, in accordance with Prudent Utility Practice and Applicable Law (the "Warranty"):	Please note that O&M Operator warranty will be limited to items being supplied as part of this O&M Contract and services will not be considered under warranty as the services will be undertaken by new O&M Operator post handover of the plant. A proper handing over and taking over document will be there to ensure this at the end of contract period. Request OTPC to modify.	No change in tender document

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107	O&M CONTRACT	68	24.1.3	Warranty and Warranty Period services shall be first-class in every particular aspect and free from defects and deficiencies in workmanship;	Request to please clarify on the definitive meaning of "first-class" as it is wider coverage. Alternatively, We suggest to modify the clause as follows: "services shall be as per industry standards nd free from defects and deficiencies in workmanship"	No change in tender document
108	O&M CONTRACT	69	24.6	Warranty and Warranty Period In the event O&M Operator shall have been notified of any defects in the Consumables in violation of O&M Operator's foregoing warranties and it has failed to promptly and adequately correct such defects, Owner shall have the right to correct or to have such defects corrected for the account of O&M Operator, and O&M Operator shall promptly pay to the Owner the costs incurred in correcting such defects. In the event the O&M Operator replaces the defective Consumables, then such replaced Consumables shall be warranted by the O&M Operator in accordance with the warranties set forth in Clause 24.1 for a period of 12 (twelve) months from the date of replacement of such Consumables.	We want to let the Owner know that we can't offer a standard 12-month warranty for all consumables because some of them don't have any warranty. So, we'll provide warranties on a case-by-case basis, only when they apply. Owner to confirm.	No change in tender document
109	O&M CONTRACT	73	27.8	Consumables and Spare Parts Owner shall procure at its cost and provide to O&M Operator, Spare Parts as per O&M Operator shall provide spare requisition to the owner at least one year in advance based on their prudent operating experience. Any forced outage or generation loss to Owner for delayed requisition of spares by O&M Operator shall be on account of O&M Operator. Requisition, follow up with Owner and timely availability of spares is the responsibility of the O&M Operator unless otherwise specified by the Owner.	Since the procurement of spares is in the Owner's obligations, the timely availability of spares is purely dependent on Owner also. Hence we request to modify this clause as follows: 27.7 Owner shall procure at its cost and provide to O&M Operator, Spare Parts as per O&M Operator shall provide spare requisition to the owner at least one year in advance based on their prudent operating experience. Any forced outage or generation loss to Owner for delayed requisition of spares by O&M Operator shall be on account of O&M Operator. Requisition, follow up with Owner and supplier and timely availability of spares is the responsibility of the O&M Operator unless otherwise specified by the Owner.	No change in tender document
110	O&M CONTRACT	73	Clause 27.10	Consumables and Spare Parts The O&M Operator shall arrange packaging and transporting equipment and Spare Parts for repair and/or refurbishment from the Site to repair shop within India within fifteen days of receipt of such parts in store and arrange for transporting equipment and Spare Parts after repair and/or refurbishment from repair shop within India to the Site within fifteen days of dispatch of such parts from the repair shop;	In case "Major Equipments like Turbine, Generator, HT Motors, Transformers etc. Needs to send for repair at OEM / other Third Party Repair Shop in India or Abroad, then who will bear the cost of Transportation, Packaging & Repair / Services cost?". OTPC to Clarify the same.	Please refer O&M Tender document 6.3.2.14.
111	O&M CONTRACT	74	Clause 28.5	MAINTENANCE TOOLS AND TACKLES O&M Operator shall be responsible for operation and maintenance of tools, tackles, equipment servicing of forklift and man lifter and other materials including special tools & tackles mentioned in Annexure 6 of the Technical Specifications handed over by the Owner to the O&M Operator for executing the Contract. Price for operation and maintenance of these items is included in this Contract Price. Any other lifting tools and tackles /special tools provided by owner shall also be tested prior to use. All tools and tackles shall be tagged as per guidelines from owner.	As per Annexure-6, Fork Likft , Manlifter & Other Materials are missing. OTPC to Clarify the same.	Fork Lift & manlifter are available.
112	O&M CONTRACT	86	38.5.3 & 38.5.4	MEETINGS On Owner's invitation, O&M Operator shall participate in discussions with other parties including Lenders, Owner's auditors, Owner's consultants, Owner's insurers, Owner's advisors, Promoters, and Government Agencies, etc. If advised by Owner in writing, O&M Operator shall attend meetings with Government Agencies relating to the operation, maintenance or repair of the Plant or any Permit or any application thereof.	Who will bear the cost / Expenses like Lodging & Boarding for attending meetings in outside Plant Premises / other Places / Other Cities in India or abroad in future? Owner to clarify the above.	According to the provisions of the O&M Contract the O&M Operator would need to attend such meetings at its own cost.
113	O&M CONTRACT	86	clause 41.7	SAFETY Periodical examinations and all tests for all lifting/hoisting equipment and tackle shall be carried out in accordance with the relevant provisions of Applicable Laws (such as Factories Act, 1948). A register of such examinations and tests shall be properly maintained by the O&M Operator and will be promptly produced as and when required by Owner or by Owner's representative. All lifting tools and tackles, EOT cranes and hoist, pressure vessels, special tools and tackles as per list provided by the owner shall be tested as per statutory requirement and original reports shall be submitted to the owner within forty five days of carrying such test along with competency certificate of the competent person.	We would like to clarify that, Statutory Fees shall be paid by Owner. O&M Operator shall only arrange, liaison, Coordinate the testing of said equipment. Owner to clarify the above.	No change in tender document
114	O&M CONTRACT	94	clause 44.1.1.22	Termination by Owner for O&M Operator's Event of Default A breach by the O&M Operator of any of the terms of the contract	We would like to inform to Owner that O&M Operator's events of breach are already defined under clause 44.1.1.23. Therefore, terminating the contract on a just breach of terms is not acceptable as same is not according to industry standard practice. Therefore, we request Customer to Modify the clause as per below request: A wilful breach by the O&M Operator of any of the terms of the contract.	No change in tender document

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115	O&M CONTRACT	95	Cause 44.5.1	Termination for Convenience by Owner Owner may terminate this Contract without assigning any reason by giving 3 (three) months written notice of termination to the O&M Operator.	There is no such clause for termination for convenience by O&M operator mentioned in tender documents. Kindly consider as per following: O&M operator may terminate this Contract without assigning any reason by giving 3 (three) months written notice of termination to the Owner.	No change in tender document
116	O&M CONTRACT	96	44.7.3	Payment on Termination Upon termination of this Contract pursuant to Clause 44.2 and Clause 44.5 only, the O&M Operator shall be entitled to reimbursement of any cost incurred by it on account of cancellation of any purchase orders or termination costs incurred under any Subcontracts, the cost of cancellation or transfer of any leases or rental agreements which the O&M Operator may hold on equipment or materials used in the operation and maintenance of the Plant, provided, however that the O&M Operator shall use its best efforts to minimize such demobilization costs.	We request to please modify the clause as follows: Upon termination of this Contract pursuant to Clause 44.2, 44.3, 44.4 and Clause 44.5 only, the O&M Operator shall be entitled to reimbursement of any cost incurred by it on account of cancellation of any purchase orders or termination costs incurred under any Subcontracts, , the cost of cancellation or transfer of any leases or rental agreements which the O&M Operator may hold on equipment or materials used in the operation and maintenance of the Plant, provided, however that the O&M Operator shall use its best efforts to minimize such demobilization costs.	No change in tender document
117	O&M CONTRACT	96	44.7.4	Payment on Termination In case of termination pursuant to Clauses 44.1, 44.3 and 44.4, no demobilization cost as per Clause 44.7.2 and no termination costs as per Clause 44.7.3 shall be payable.	Request to please modify the clause as follows: In case of termination pursuant to Clauses 44.1, 44.3 and 44.4 , no demobilization cost as per Clause 44.7.2 and no termination costs as per Clause 44.7.3 shall be payable.	No change in tender document
118	O&M CONTRACT	146	Clause VII	Annexure-13 REPORTS O&M Operator shall cause and ensure that a visit is carried out by its head of operations for the Project atleast once each month and a report providing inter alia providing overall performance and identifying areas of mprovement is submitted to the Owner within 15 days from the completion of the visit.	Visit shall be considered once in three months. OTPC to confirm the same	No change in tender document Visit is to be carried out by head of operations for the Project atleast once every quarter .
119	O&M CONTRACT	146	Clause VIII	Annexure-13 REPORTS O&M Operator shall cause and ensure that a visit is carried out by an senior officer (MD/COO/CEO) for the Project atleast once each quarter and such officer shall, within 30 days from the completion of the visit, make a presentation to the Owner's management in its corporate office in New Delhi inter alia identifying the performance of the O&M Operator, actual performance of the Plant vis-à-vis- the Annual Target and such other parameters as may be communicated by the Owner to O&M Operator.	Such clause shall not be applicable MD/COO/CEO. OTPC to clarify on same.	No change in tender document
120	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	4	Clause 2.4	General Obligation of the O&M Operator The O&M Operator shall abide by the terms, conditions and requirements for the operation, maintenance, inspection, testing and repair of the Plant set forth in the Contract. Further, O&M Operator shall co-operate in good faith with and assist the Owner in administering and complying with Project Agreements and maximizing the benefits to be derived by the Owner there under as specified in Clause 19.0 of the Contract	1. what about material, consummables, external services for new projects? 2. Is there any new project / modification work is planned in next contract period? Please furnish details.	No change in tender document.
121	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	13	Clause 4.3.3.11	SERVICES DURING OPERATIONAL PHASE OF THE CONTRACT Perform Plant capacity test as and when required by power purchaser, System Operator or any other Government Agency or by Owner or required as per Project Agreements or any other agreement to which Owner is a party and provide the Owner with written reports on the results thereof.	Performance Plant Capacity Test will be carried out by Installed Plant Instrument. In case Plant Performance Capacity or Performance Guarantte Test to be carried by Third Party Agency with their instruments / equipments same shall be arranged by OTPC on their cost. O&M Operato will Coordinate the said activity with Third party agency in such case. OTPC to clarify / confirm the same	No change in tender document
122	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	15	Clause 4.3.3.27	Operation & Maintenance of the Plant Surface preparation and painting, as per procedure to be approved by the Owner, of all the buildings, structures, piping, equipment, HRSG and its auxiliaries, instruments etc. whenever required but at least once during the Term. Primer and finish coat of paints shall be applied only after surface preparation is complete and the Owner has given clearance for application of primer and finish paint. O&M Operator shall submit painting schedule for complete scope within ninety (90) days of the Effective Date.	Excluding OTPC Township ? OTPC to Clarify on same	Please refer to our comment at Sr. No. 72.
123	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	15	Clause 4.3.3.30	Operation & Maintenance of the Plant Operation, Maintenance and repair of air conditioning system, water supply system (including plumbing), sewerage system, rain water harvesting system along with O&M of deep bore well pumps and associated system, electrical system, lighting, fire protection system etc of all the area of the Plant including control & facility building, switchyard control room, Administration Building, Training Hostel, Training Centre, Security Hostel, Medical Centre, Canteen etc. is also included in O&M Operator's scope of services.	Excluding OTPC Township ? OTPC to Clarify on same	Please refer to our comment at Sr. No. 72.
124	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	18	Clause 4.3.4.3	Services and Obligation of O&M Operator related to Gas Turbines and Auxiliaries It is clarified that all such maintenance of Gas Turbine and auxiliaries which is not included in the scope of work of LTSA Contractor shall be performed by O&M Operator.	Request to please clarify and share the details of what scope shall be performed by the O&M Operator on behalf of the Owner under the LTSA so that the O&M Operator can include such costs in its offer.	Please refer Annexure-1 of Technical Specification of tender document

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125	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	28	Clause 4.3.21.1	General Be responsible for good housekeeping and cleanliness of the Plant. Housekeeping shall not be limited to the buildings, cleaning of roads, drains, equipment, systems, pipes racks, pipe trenches, cable trays, cable trenches, switch yard, all the ancillary plant buildings, different floors of power house building and equipment including sanitary services, cleaning / housekeeping of pipe and cable trenches in power house, cleaning / housekeeping of dyke of STG MOT tanks , hotwell pits , CEP pits , cleaning / housekeeping of CT basins and its fore bay , dewatering of cable trench , cleaning / housekeeping of CW pump pits , cleaning of battery rooms cleaning / housekeeping of switch gear rooms etc. in the Plant. For clarity it is specified that only internal housekeeping and cleaning of the Administration Building, Training Hostel, Training Centre, Security Hostel, Medical Centre and Canteen building is excluded from the scope of work of the O&M Operator. If O&M Operator fails to do housekeeping/cleaning in the above mentioned area the Owner will get it done and back charge to O&M Operator as per Clause 30 of the Contract.	Excluding OTPC Township ? OTPC to Clarify on same	Please refer to our comment at Sr. No. 72.
126	ANNEXURE-3 TO O & M CONTRACT TECHNICAL SPECIFICATIONS	36	Clause 4.5.8.1.9	Maintenance Plan Carry out repairs and replacement of the equipment (including fills cleaning/replacement of the cooling towers, cleaning of the reservoirs).	<i>It is understood that CTID cooling Fills to be procured by Owner.</i>	Yes, Bidders understanding is correct.
127	O & M contract	70	Point No.25.1	Bank Guarantee	Performance bank guarantee of an amount equivalent to 10% (ten percent) of the Every year Contract Price	The Performance Bank Guarantee needs to be provided in accordance with Clause 25 of the O&M Contract for an amount equivalent to 10% of the Contract Price which is defined in the O&M Contract. Please also refer to our comment at Sr. No. 9.
128	O & M contract	23	Point No.5.1.2	Manpower	However, number of staff (other than workmen) to be deployed at the Plant shall not exceed 127 (One Hundred Twenty-Seven), which is current level of deployment of staff at the Plant. Further, 68 (sixty eight) workmen in addition to the abovementioned 127 (One Hundred Twenty Seven) number of staff, are engaged for housekeeping and helper services as on the Effective Date	No change in tender document
129	Technical Document	82	Point No.7 & 8	RLA Study	Unit – 1 & Unit – 2 HRSR RLA study Owner Scope – Please confirm	HRSR-1 and HRSR-2 RLA is under the scope of owner.
130	O & M Contract Document	19	3.1.11	Warranty Period	Down Time after notifying the owner promptly upon becoming aware of any warranty claim which may be asserted against the existing O & M contractor during the 12-month period commencing from operational phase can be considered as Deemed Generation. Please clarify.	No change in tender document
131	O & M Contract Document	108	Note Point No.2	Unskilled manpower and Other staff	Please provide exact qty of unskilled manpower and other staff (like riggers, helpers, drivers, sweepers, cleaners, tea boys, housekeepers etc) required for any Plant activities	Bidder can plan a site visit to ascertain the same and refer to Annexure CC attached herewith. Also, please refer to Clause 5.1.2 of the O&M Contract which is self explanatory.
132	O & M Contract Document	111	Point No.11	Contractor's License	O&M Operator shall have contractor's license to work on 400KV/132 KV system / line. Shall be sublet this those who having contactor license to work on 400kv/132kv.	No change in tender document
133	O & M Contract Document	34	Point No.6.3.2.14	Spares	Cost of packaging and transporting equipment and Spare Parts for repair and/or refurbishment from the Site to repair shop/such other delivery point as agreed with the Owner within India and back to the Site subject to a cap of INR 75,00,000 for "Repair of Spares (Mechanical, Electrical and C/I)" during Term of the Contract. In this regard the O&M Operator shall submit a Quarterly report of such expenses;	Please refer to our comment provided under Sr.No. 7.
134	O & M Contract Document	20	Point No.3.7	UI Charge	Please provide the Present UI charges.	Please refer CERC Order dated 30.09.2023 (Attached as Annexure-DD) against petition No. 14/SM/2023 relating to DSM Regulations 2022 and other relevant Notifications issued by CERC available at https://cercind.gov.in/