ONGC TRIPURA POWER COMPANY LIMITED

INSTRUCTIONS TO BIDDERS (ITB)

FOR

OPERATION & MAINTENANCE CONTRACT

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2 x 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT

AT

PALATANA, UDAIPUR, TRIPURA

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

INSTRUCTIONS TO BIDDERS

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The Bidding Document (as defined in this ITB) is issued to

M/s_____

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NOTES:

1. The Bidding Document is not transferable.

2. Though adequate care has been taken while preparing the Bidding Document, the Bidder shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately at the address mentioned below.

3. ONGC Tripura Power Company Limited (OTPC) reserves the right to modify, amend or supplement the Bidding Document.

4. While the Bidding Document has been prepared in good faith, neither OTPC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information provided under the Bidding Document, and shall incur no liability under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Bidding Document, even if any loss or damage is caused by any act or omission on their part.

Authorized Person

Name:	Mr. Neeraj Narwal
Designation:	Head – Corporate (C & M)
Address:	ONGC Tripura Power Company Limited, 10th Floor Core-4 and Central, Scope Minar, Laxmi Nagar, Delhi-110092
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Place:	New Delhi
Date:	[•]

SECTION – I

PART – A

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1. ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Company**" or "**Owner**"), a joint venture company of Oil and Natural Gas Corporation Limited ("**ONGC**"), GAIL (India) Ltd. ("**GAIL**"), **IIF(II)** and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at Udaipur-Kakraban Road, P.O. Palatana, District Gomati, Tripura - 799105 (India), and one of its office at 10th Floor Core-4 and Central, Scope Minar, Laxmi Nagar, Delhi-110092.OTPC is operating a 2 x 363.3 MW Combined Cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Site where the Plant is located is about 9 (nine) km from nearest town Udaipur.

1.2. The Plant meets its fuel requirements from ONGC's gas fields located within 20-60 (twenty to sixty) km from the Site.

1.3. A dedicated 660 (six hundred sixty) km long 400 (four hundred) kV D/C transmission system connecting Palatana (Generation Station) in Tripura to Bongaigaon in Assam to facilitate evacuation of power from the Plant is in place and O&M of which is done by North East Transmission Company Limited ("**NETC**").

1.4. The Plant has been constructed by Bharat Heavy Electrical Limited ("**BHEL**"). Unit-1 and Unit-2 of the Plant have started commercial operation with effect from 4th January 2014 and 23rd March 2015 respectively. Defect liability period of both the Units is over.

1.5. Long Term Supply & Services Agreement ("**LTSA**") has been awarded to General Electric ("**GE**") for supply of spare parts for Gas Turbines ("**GT**") being used in each of the Units (Unit-1 and Unit-2) and for providing covered maintenance services for GT.

1.6. For the operation and maintenance of this power plant, the Owner had appointed STEAG Energy Services (INDIA) Private Limited ("**Existing O&M Contractor**") for providing operation and maintenance services for the Plant and for supply of Consumables required for the operation and maintenance of the Plant.

1.7. OTPC has entered into Gas Sale and Purchase Agreement dated 29 September, 2008 with ONGC for sale and purchase of fuel.

1.8. OTPC has entered into Power Purchase Agreements with the following: (a) Assam State Electricity Board; (b) Meghalaya State Electricity Board; (c) Mangalore SEZ Limited; (d) Department of Power, Government of Nagaland; (e) Tripura State Electricity Corporation Limited; (f) Department of Power, Government of Arunachal Pradesh; (g) Electricity Department, Government of Manipur; and (h) Power & Electricity Department, Government of Mizoram, for sale of 628 MW of power. Remaining 43 MW of unallocated power is available with OTPC for sale in the open market.

2.0 DEFINITIONS

Capitalized terms used in this ITB which have not been otherwise defined shall have the meaning specified in this Clause 2.0.

"Affiliate" means, with respect to a Bidder, any entity which directly or indirectly:

(a) owns or Controls such Bidder;
(b) is owned or Controlled by such Bidder; or
(c) is under common ownership or Control with such Bidder;

"Acceptable Bank" means and includes a bank listed in Annexure-1 of this ITB;

"Applicable Law" means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, permits, approvals, consents, licenses, instructions, directive and standards of any court, arbitrator, commission, government agency or authority, having the force of law and shall include without limitation, all rules, regulations, decisions and orders of the Appropriate Commission.

"Appropriate Commission" shall mean the CERC or the SERC or the joint commission, referred to in section 83 of the Electricity Act, 2003, as the case may be.

"Bid" means and includes the Unpriced Techno-Commercial Bid, the Price Bid, all the Forms and any document submitted by the Bidder in its bid proposal, in response to this ITB, in accordance with the terms and conditions of the Bidding Document;

"Bidder" means a company submitting the Bid. Any reference to the Bidder includes its successors and permitted assigns, as the context may require;

"Bid Security" means the unconditional and irrevocable bank guarantee issued by an Acceptable Bank to be submitted along with the Bid by the Bidder under Clause 25.1 of this ITB, as per the prescribed Form-P;

"Bidding Document" shall have the meaning ascribed to it in Clause 8.1 of this ITB;

"Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

"Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party, forming a cartel amongst the Bidders, Bidders engaging in any act, practice, etc. (prior to or after Bid submission) to establish bid prices at artificial non-competitive levels or to restrict or manipulate a full and fair competition in the tender process and to deprive the Company of the benefits of free and open competition;

"Company" or "Owner" or "OTPC" shall have the meaning ascribed to it under Clause 1.1 of this ITB;

"Competent Authority" shall mean the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) as prescribed under the GFR Order;

"Consumables" includes chemicals, gases , consumables, oils, lubricants, filters (except gas turbine inlet air filter), electrical accessories, construction material and other materials (except Spare Parts), required from time to time for the operation, maintenance, inspection, testing and repair of the Plant, which will be consumed during operation and maintenance of Plant (including inspection, testing and repair) 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 the Contract;

"Contract" means the O&M Contract which is to be entered into between the Owner and Successful Bidder pursuant to the issuance of the Letter of Award in terms of Clause 31.0 of this ITB;

"Contract Performance Bank Guarantee" means the unconditional and irrevocable bank guarantee to be submitted by the Successful Bidder in terms of Clause 33.1 of this ITB, as per the forms prescribed in the Contract;

"Contract Price" means the lump sum price for rendering the Services pursuant to the Contract, as mentioned by any Bidder in its Bid under the heading Price Bid;

"Control" means (and related terms shall refer accordingly to), with respect to any person, (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors of such person; or (ii) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent); or (iii) the power to veto decisions of such person, whether through ownership of voting securities, by contract, or otherwise;

"Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Letter of Award or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a person connected with the Bid process; or (ii) engaging in any manner whatsoever, whether during the Bid process or after the issuance of the Letter of Award or after the execution of the Contracts, as the case may be, any person in respect of any matter relating to the Plant or the Letter of Award or the Contracts, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Plant;

"Forms" means the forms stipulated in Part-C of the Bidding Document, which are to be submitted by a prospective Bidder as part of its Bid;

"Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"ITB" means this Instruction to Bidders;

"Letter of Award" or **"LOA"** shall have the meaning ascribed to it under Clause 31.1 of this ITB;

"**Minimum Staffing Plan**" shall have the meaning ascribed to it under Clause 12.3 of this ITB;

"NIB" shall mean the Notice Inviting Bid;

"O&M" means operation and maintenance;

"O&M Operator" or **"Contractor"** means the Successful Bidder who would perform the O&M of the Plant including associated facilities and supply the Consumables for a specified period of time in terms of the Contract;

"Obstructive Practice" means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under Bidding Document;

"Parent" means, with respect to a Bidder, any entity which directly or indirectly, holds more than 51 % (fifty one percent) equity in the Bidder;

"Parent Company Guarantee" means, an irrevocable and unconditional guarantee (payment and performance) of the Parent of a Bidder who is seeking qualification based on the financial and technical capability of its Parent, in a form and substance satisfactory to the Owner;

"**Plant**" means the electric power generating facility of the Owner in Palatana, Tripura, India consisting of, (i) 2 (two) Units, each of Rated Capacity of 363.3 MW (ii) all associated equipment, land, roads & drains, buildings, engineering & design documents, other energy producing equipment and all auxiliary equipment, 400 & 132 kV switchyard, fuel handling facility, RWIS, raw and waste water storage/treatment/supply system, Rain water harvesting system, sewage treatment system and all other equipment installed or to be installed at the Site. For the avoidance of doubt, Plant also includes security hostel, training centre, administrative building, training hostel, medical centre, etc. and such area at the Site where these buildings are situated and as demarcated in Annexure 6 (Site). It will also include any other system or equipment to be installed at site during Term of the Contract.

"Price Bid" shall have the meaning ascribed to it under Clause 17.3 of this ITB;

"Prudent Utility Practices" means the exercise of that degree of skill, diligence, prudence, foresight, and operating practice taking into account Indian conditions, generally followed internationally by highly qualified, prudent

professionals in electric power generation industry with respect to the testing, metering, repair, O&M of electricity generation and transmission facilities, including in the procurement and inventory management of chemicals & consumables, spare parts, spare equipment and spare components in relation thereto; which in any such case should have been expected to accomplish the desired result at the lowest cost, consistent with licensing and regulatory considerations, environmental considerations, reliability, safety and expedition. Prudent Utility Practices is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts employed by owners and O&M operators of facilities similar in size and operational characteristics to the Plant;

"**Services**" shall comprise of all obligations to be performed by the O&M Operator pursuant to the terms of the Contract;

"Site" means the land over which the Plant has been developed as shown in Annexure 6 (Site) to the O&M Contract;

"Successful Bidder" means the Bidder selected pursuant to bidding process as per the Bidding Document to operate and maintain the Plant and supply the Consumables in terms of the Contract;

"Technical Specifications" shall have the meaning ascribed to it under Clause 8.1 of this ITB ;

"**Unit/Block**" means **Unit-1/Block-1** or **Unit-2/Block-2** as the case may be. Each Unit/Block includes 1 (one) GT & generator, 1 (one) steam turbine & generator, 1 (one) HRSG along with associated Plant auxiliaries and balance of Plant; and

"Unpriced Techno-Commercial Bid" shall have the meaning ascribed to it under Clause 17.2 of this ITB.

3.0 **PLANT SYNOPSIS**

3.1 The Plant has 2 (two) Units each of 363.3 (three hundred sixty three decimal three) MW capacity. Each Unit consists of 1 (one) GT & generator, 1 (one) HRSG and 1 (one) steam turbine & generator along with associated plant auxiliaries. Plant also includes, river water intake system, fuel supply system, plant water system, air supply systems, hydrogen plant, nitrogen plant, 400 (four hundred) kV & 132 (one hundred thirty two) kV switchyard, various laboratories, etc.

3.2 Plant also includes other associated facilities like administrative building, trainee hostel, training centre, medical centre, canteen building, security hostel, workshop, stores, fire station, etc.

3.3 GT and gas turbine control systems are manufactured by GE/BHEL. Other major equipments like generators, steam turbines, HRSG, transformers, Distributed Control System (DCS), major pumps, high tension motors (HT motors), high tension switchgears (HT switchgears), etc. are manufactured by BHEL.

3.4 Following are the rated parameters at Site reference condition:

3.4.1 Block-1 gross output in kW - 363300

3.4.2	Block-2 gross output in kW	- 363300
3.4.3	Block-1 weighted average gross heat rate in kcal/kWHr	- 1565.4
3.4.4	Block-2 weighted average gross heat rate in kcal/kWHr	- 1565.4
3.4.5	Auxiliary power consumption for entire plant in kW	- 24800
3.4.6	NOx for the Plant in PPM	- 50

For the avoidance of doubt it is clarified that the Successful Bidder will need to perform the Services in manner so as to meet the guaranteed parameters as specified under each of the Contract.

3.5 Plant is designed to operate only in combined cycle mode with no provision for bypass stack.

3.6 HRSG is horizontal gas path type triple pressure design. Steam turbine is 2 (two) casing unit with single flow high pressure/intermediate pressure module (HP/IP module) and double flow low pressure module (LP module). GT generator is hydrogen cooled while steam turbine generator is water cooled.

3.7 ONGC's fuel metering station is located within the Plant boundary. Fuel supply system consists of gas booster compressor at Site, gas conditioning system and fuel supply pipeline.

3.8 River water intake system includes river water intake pump house on the river bank, about 1.8 (one decimal eight) km long carbon steel pipeline (CS pipeline) up to Plant boundary and about 1.5 (one decimal five) km long glass fiber reinforced plastic (GRP pipeline) inside the Plant boundary up to raw water reservoir.

3.9 GTs of both Units have undergone major inspection and necessary parts in both gas turbines have been replaced with parts having 24000 operating hours life parts. The HGPI inspection of GTs for both the Units would be required at the next interval of the GTs having operated for the specified hours; as mentioned in more detail in the Annexure-1 of Technical Specifications to the O&M Contract.

4.0 SITE LOCATION

4.1 The Plant is located in Palatana village in South Tripura district on Udaipur–Kakraban road, Udaipur, district headquarter, and one of the largest town of Tripura, is about 9 (nine) km from Site. Nearest railway station and airport is in Agartala which is about 60 (sixty) km from Site.

4.2 Plant including river water intake system has been constructed in about 206 (two hundred and six) acres of land. Site is surrounded by inhabited area, cultivated land and forest.

5.0 SCOPE OF WORK

5.1 OTPC intends to appoint an operation & maintenance contractor to (i) operate and maintain the Plant including associated facilities for a specified period of time (as stated in the Contract); and (ii) supply the Consumables for a specified period of time (as stated in the Contract). The O&M Operator shall assist the Owner in taking over the Plant from the Existing O&M Contractor of the Plant. After taking

over of the Plant from the Existing O&M Contractor, O&M Operator shall operate and maintain the Plant as per Prudent Utility Practice, in conformity with various agreements which Company has entered into, or will enter into and in accordance with Applicable Law. O&M Operator shall operate and maintain the Plant and supply Consumables in such manner so as to enhance life and safety of the Plant, minimize operational cost and maximize power generation. Except supply of spare parts and covered maintenance of GT, for which Company has entered into a separate contract with LTSA contractor, entire scope of operation, maintenance and repair of Plant including river water intake system and associated facility within Plant boundary shall be in the scope of the O&M Operator.

5.2 The detailed scope of work to be performed by the O&M Operator is as described in Part-B: O&M Contract including Technical Specifications for Services required for operating and maintaining the Plant.

6.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

6.1 Only companies can participate in the bidding process. The following companies are eligible for participation:

6.1.1 Companies incorporated in India under the Indian Companies Act, 1956, or Companies Act, 2013, as the case may be; or

6.1.2 Companies incorporated outside India.

However, sole proprietorship, partnerships, limited liability partnerships (LLPs), limited partnerships (LPs) and limited liability companies (LLCs) are not eligible to participate in the bidding process.

6.2 Consortiums are not allowed to Bid, i.e. potential Bidders shall not be entitled to form consortiums and Bid.

6.3 Not used.

6.4 Prospective Bidders interested to participate in the bidding process are required to submit their Bid in terms of the Bidding Document.

6.5 The Bidder or its Parent must meet the qualification requirements as specified under Clause 5.0 of the NIB itself or may rely on the financial and technical capability of its Parent for the purpose of meeting the qualification requirements as specified under Clause 5.0 of the NIB.

If a Bidder is seeking qualification based on the financial and technical capability of its Parent, then it will along with its Bid provide the following documents:

1. An undertaking from the Parent, in a form and substance satisfactory to the Owner, that the Parent will infuse sufficient Net Worth (as defined in the Clause 5.3 of the NIB) in the Bidder so as to ensure that the Bidder meets the Net Worth qualification requirement as mentioned in Clause 5.3 of the NIB;
2. An undertaking from the Parent, in a form and substance satisfactory to the Owner, that during the term of the Contract it will ensure that the Bidder has adequate and skilled manpower and the necessary technical expertise to perform its obligations under the Contract and shall provide all the technical support to the Bidder to perform its obligations under the Contract;

3. An undertaking from the Parent, in a form and substance satisfactory to the Owner, that it will not dilute its shareholding below 51% (Fifty One percent) in the Bidder till the duration of the Contract; and
4. A Parent Company Guarantee, as security for the obligations of the Bidder (both payment and performance) under the Bidding Documents.

6.6 The Owner reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirements and request the Bidder to submit any additional information/documents. The Owner reserves the right, at its sole discretion, to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

6.7 The Bidders will be required to continue to maintain compliance with the qualification requirements throughout the Bid process and till the signing of the Contract. If a Bidder is relying on the financial and technical capability of its Parent, then it will ensure that the Parent continues to comply with the qualification requirements throughout the Bid process and till the signing of the Contract. If the Bidder fails to comply with the aforesaid provisions, then its Bid shall be rejected.

6.8 The Bidder shall disclose in the prescribed form (Form-R), if any of its directors have any relatives working with the Owner. For the purposes of this disclosure the word "relative" shall have the meaning prescribed to it under Section 2 (77) of the Indian Companies Act, 2013 read along with applicable rule.

6.9 Bidder participating in this Bid process shall not have a conflict of interest. If a Bidder is found to have a conflict of interest, then its Bid may be liable for rejection. A Bidder shall be considered to have a conflict of interest in this Bid process if:

6.9.1 the services and other obligations to be performed under the Contract result from or are directly related to consulting services for the preparation or setting-up of the Plant provided by the Bidder or its Parent or any of its Affiliates; or

6.9.2 it submits more than one Bid, either individually or its Parent or any of its Affiliates separately participate directly or indirectly in the Bid process; or

6.9.3 it submits more than one Bid, either individually shareholder in another bid or its Parent or any of its Affiliates separately participate directly or indirectly in the Bid process; or"

6.9.4 it has relatives working with the Owner as disclosed pursuant to Form-R and such a conflict has not been resolved in a manner acceptable to the Owner.

6.9.5 Ministry of Finance, Government of India has issued order dated 23 July, 2020 for qualification of a bidder from a country which shares a land border with India **("GFR Order")**. As per the GFR Order, any Bidder from a country which shares a land border with India (as defined in the GFR Order) will be eligible to Bid in this tender only if the Bidder is registered with the Competent Authority as specified in the GFR Order. The GFR Order shall apply *mutatis mutandis* to this Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the prescribed form as provided under Annex III of the GFR Order. The Owner shall be entitled to disqualify a Bidder and cancel a bid in accordance with the provisions of GFR Order at any stage of the Bidding Process.

6.9.6 For information purposes only, the user manuals with respect to the submission and re-submission of Bid as issued by CPP Portal *(as defined below)* have been set out in Annexure 4 and Annexure 5 to this ITB and is also available at the CPP Portal.

7.0 **COST OF BIDDING**

7.1 All the costs and expenses incidental to preparation of the Bid, discussions and conferences, if any, including pre-bid conference, pre-award discussions with the Bidders, technical and other presentations including any demonstrations, etc. shall be to the account of the Bidders and OTPC shall bear no liability whatsoever on such costs and expenses regardless of the conduct or outcome of the Bid process.

8.0 **CONTENT OF BIDDING DOCUMENT**

8.1 The following 4 (four) parts shall collectively constitute the "**Bidding Document**":

Part-A:- NIB and this ITB;

Part-B:- O&M Contract including Technical Specifications for Services and required for operating and maintaining the Plant as provided in Annexure 3 to Part B;

Part-C: - Bid Forms; and Schedule of Prices

Part-D: - Reference drawing & documents.

8.2 The Bidder is expected to examine all instructions, Forms, terms, specifications and other information in the Bidding Document. If the Bidder fails to furnish all information required in the Bidding Document or submits a Bid, which in the sole discretion of the Company is not responsive to the Bidding Document then such Bid may be liable for rejection.

8.3 The Bidder shall ensure that the contents of the Bidding Document shall be kept confidential and shall be used only for the purpose of making the Bid.

9.0 **CLARIFICATION OF BIDDING DOCUMENT**

9.1 A prospective Bidder requiring any clarification to the Bidding Document may notify the Owner in writing as per format Form-G and uploading it under the 'Clarifications' tab on the CPP Portal prior to the time specified under the NIB. A pre-bid conference shall be held on the date specified in Clause 2(f) of the NIB on Microsoft Teams or any other electronic media; and for this purpose, the Owner shall share the meeting link with the prospective Bidders 2 days prior to the date of the pre-bid conference stated in the NIB.

9.2 Any clarification issued by the Owner, pursuant to the queries raised by the Bidders after the pre-bid conference shall be notified to the Bidders by uploading such clarifications on the CPP Portal and/or its website (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the CPP Portal and the website of the Owner to see if any clarifications have been uploaded on it.

10.0 **ADDRESS FOR COMMUNICATION**

Any correspondence regarding the Bid shall be sent at the following addressed:

Head – Corporate (C & M)
ONGC Tripura Power Company Limited
10th Floor, Core-4 and Central,
New Scope Minar, Laxmi Nagar,
Delhi –110092
India
Tel. No.Ph: +91-11- 22404700
Fax No.: +91-11- 22017731, 22018831

Any correspondence regarding the Bid shall be addressed to the following e-mail ids:
(i) neeraj.narwal@otpcindia.in; and
(ii) karan.bakshi@otpcindia.in

11.0 **BIDDER TO INFORM ITSELF FULLY**

11.1 **Local Conditions**

11.1.1 It is imperative for each Bidder to fully inform itself of all local conditions, factors and Applicable Law that may have any effect on the performance of the Services covered under the Bidding Document. The Owner shall not entertain any request for clarification from the Bidder regarding such conditions, factors and Applicable Law.

11.1.2 It is understood and agreed by Bidders that such conditions, factors and Applicable Law will have to be properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the Services. The Owner shall assume no responsibility for any understandings or representations concerning conditions, factors and Applicable Law made by any of its officers or agents prior to issuance of Letter of Award. No claim whatsoever in this regard, including those for financial adjustment to the Contract will be considered by the Owner. The Owner shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution/performance of the Contract.

11.2 **Site Condition**

11.2.1 The Bidder is advised to visit and examine, at its own expense, Plant area, Site including river water intake pump house, pipeline route, etc. and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contract.

11.2.2 The Bidder including its personnel or agents shall be granted permission by OTPC to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify OTPC and its personnel and agents from and against all liability in respect thereof and Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage costs and expenses incurred as a result of such inspection.

11.3 The Bidder shall be deemed prior to submitting its Bid to have:

11.3.1 made itself fully conversant with the O&M Contract, Technical Specifications, other Bidding Documents and other relevant information and satisfied themselves as to the nature and character of the services and supplies to be provided;

11.3.2 satisfied itself as to the means of communication with and access to and through the Site and transportation route, the accommodation it may require and the precautions and the times and methods of working;

11.3.3 satisfied itself as to the nature of the services and supplies and materials necessary for the provision of services and supplies;

11.3.4 obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Price and its obligations under the Contract;

11.3.5 inspected and examined the Site including area of river water intake pump house, pipeline route, etc. and its surroundings and carried out such surveys as it considers necessary; and

11.3.6 ascertained the general labour position at the Site and in transportation route. In particular, but without prejudice to the generality of the foregoing, the Contract Price shall include all costs of labour including any shift or overtime working, incentives, allowances and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the execution and completion of the obligations under the Contract.

12.0 LOCAL EMPLOYMENT

12.1 The Bidder shall employ local people under the unskilled workmen category.

12.2 The Bidder is expected to give preference to the local people in employment of staff and skilled workmen for carrying out the Services, wherever such local people with requisite skills are available.

12.3 The Bids shall be based on at least the minimum staffing plan as set out under Annexure-1 of the O&M Contract ("**Minimum Staffing Plan**"). If the Bid does not provide for the minimum manpower as provided under the Minimum Staffing Plan, then the Bid shall be liable for rejection.

13.0 CHANGE IN SHAREHOLDING/CONTROL

13.1 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. However, if a Bidder is relying on the capability of the Parent to meet the qualification requirements as set out in Clause 5 of the NIB, then the Bidder will ensure that the Parent will not dilute its shareholding below 51% (Fifty one percent) in the Bidder till the Contract is terminated in accordance with the terms thereof. The Bidder will also ensure that in such case the Parent provides an undertaking to this effect to the Owner as provided in Clause 6.5 of this ITB.

14.0 GENERAL

14.1 Any information provided in the Bidding Document or obtained from OTPC shall not in any way relieve the O&M Operator from its responsibility to perform/provide the services and supplies in accordance with the Technical Specifications including any work or service which may not have been specifically mentioned in the Technical Specification or drawings, but is otherwise necessary to ensure safe & prudent O&M of the Plant.

15.0 **AMENDMENT/ADDENDUM OF BIDDING DOCUMENT**

15.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify, amend or supplement the Bidding Document by issuing an amendment/addendum.

15.2 The amendment/addendum will be part of the Bidding Document. All such amendment/addendum will be notified through the CPP Portal to all prospective Bidders and such amendment/addendum will be binding on them and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. The Bidders must check the CPP Portal to see if any amendment/addendum to the Bidding Document have been uploaded on it.

15.3 All such amendment/addendum will also be uploaded on the CPP Portal and/or website of the Owner (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the Owner's website to see if any amendment/addendum has been uploaded on it.

15.4 The Owner may, at its discretion, extend the deadline for the submission of Bids. Such extension shall be notified through the CPP Portal and/or uploaded on the website of the Owner (www.otpcindia.in).

16.0 **CONCESSION/EXEMPTIONS PERMISSIBLE UNDER LAW/STATUTES**

16.1 While preparing the Bid, Bidder will consider all concessions/exemptions permissible under Applicable Law including the benefit under the central Goods and Services Tax, Act 2017.

The Bidder shall provide a detailed break up of all the taxes considered by it as per the prevailing rate while preparing the Bid as per the Schedule of Prices. It will be responsibility of Successful Bidder to take all necessary steps in order to avail all concessions/exemptions permissible under Applicable Law including the benefit under Central Goods and Services Act, 2017 failing which it shall have to bear extra cost where it fails to avail concessional rates/exemptions of levies as applicable. Owner's liability to pay shall be restricted to the bid price quoted in the Schedule of Prices.

17.0 **PREPARATION OF BID**

17.1 **Language of Bids**

17.1.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged between the Bidder and the Owner, shall be in English language. A certified English translation from an official translator (of the relevant country) should be provided in the event any of the documents submitted is in a language other than English. In which case, for purposes of interpretation of the Bid, the translated copy shall prevail.

17.2 **Documents comprising the unpriced techno-commercial bid ("Unpriced Techno-Commercial Bid")**

Bidder shall include following document in its Unpriced Techno-Commercial Bid:

17.2.1 Bidder's profile (Form-A);

17.2.2 Schedule of present commitment and past experience (Form-B);

17.2.3 Audited financial information (along with relevant documents) for last 3 (three) financial years (Form-C);

17.2.4 Format of CV for key personnel (Form-D);

17.2.5 Tools & plants mobilization plan (Form-E);

17.2.6 Operation & Maintenance – Bidder's approach (Form-F);

17.2.7 Pre-Bid queries (Form – G);

17.2.8 Bid proposal letter (Form-H);

17.2.9 Schedule of technical deviation (Form-I);

17.2.10 Schedule of commercial deviation (Form-J);

17.2.11 Undertaking on Bid validity period (Form-K);

17.2.12 Letter of acknowledgement of receipt of Bidding Document (Form-L);

17.2.13 Original Letter of Authority along with board resolution authorizing the person signing the Bid on behalf of the Bidder (Form-M);

17.2.14 Technical approach & methodology for Services (Form-N);

17.2.15 Original Bid Security furnished in accordance with the form prescribed in (Form-P);

17.2.16 Declaration confirming knowledge about Site condition (Form-Q);

17.2.17 Disclosure of relationship of the directors of the Bidder with any employee of OTPC (Form-R);

17.2.18 Declaration of compliance with Technical Specifications (Form-S);

17.2.19 Format for Net Worth Certificate to be issued by a reputed auditor (Form-T);

17.2.20 Bidding Document duly signed and stamped on all pages (with the original of Form M and Form P as part of the Unpriced Techno Commercial Bid to be provided in physical copy);

17.2.21 A disclosure statement regarding participation of any of its Affiliate in this bidding process (Form U);

17.2.22 A letter setting out the insurance details proposed to be obtained by the Bidder (Form-V);

17.2.23 A declaration-cum-undertaking regarding banning of business and compliance with Banning Guidelines *(as defined below)* (Form W);

17.2.24 Certified copy of memorandum of association and articles of association of the Bidder in case the Bidder is an Indian company or equivalent constituent documents in case the Bidder is a foreign company (in each case, certified by a director or company secretary);

17.2.25 List of power plant O&M services contracts not completed for full term/left/cancelled before expiry of term along with reasons;

17.2.26 List of power plants operated and maintained by Bidder having frame 9FA GT/mark-VI gas turbine control/maxDNA DCS System. Bidder to give name, location, capacity, etc., of power plant and relevant contract years when it operated and maintained such power plant;

17.2.27 List of problems faced by Bidder during O&M of combined cycle power plants and way of overcoming such problems;

17.2.28 Field quality assurance program containing the overall quality management and procedures, which Bidder proposes to follow in the performance of the Contract;

17.2.29 Documents required to establish the qualification requirements, as set out in Clauses 5.6 and 5.9 of the NIB, such as client certificates, copy of relevant reports under contracts, etc.;

17.2.30 In case the Bidder is relying on the capability of its Parent then all the documents as set out in Clause 6.5 of this ITB;

17.2.31 Any other relevant information which Bidder would like to submit in support of its Bid;

17.2.32 Check-list of Bid Security; and

17.2.33 Checklist for the Bid submission as per the format prescribed in Annexure 2.

17.3 **Documents comprising the Price Bid** ("**Price Bid**")

17.3.1 Bidders shall quote their prices strictly as per the template provided as the Form No. [•] set out in Part C of the Bidding Document ("**Schedule of Prices**") at the CPP Portal and shall be submitted only online at the CPP Portal by uploading the duly filled in Schedule of Prices in excel format without any formatting or modification in the structure of the Schedule of Prices and shall be duly signed in digital form by the authorised signatory of the Bidder .

17.3.2 The Bidder shall ensure that the price mentioned as per the Schedule of Prices is as follows:

i. for the first year the price mentioned shall be at least 5% (five percent) lesser than the price for the second year of O&M;
ii. for the second year the price mentioned shall be at least 5% (five percent) lesser than the price for the third year of O&M;

If the Bidder fails to comply with the provision prescribed above in its Price Bid then its Bid shall be rejected.

17.3.3 Whenever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats only and shall refrain from referring to any other document for providing any information required in the prescribed format.

18.0 **BIDDING DETAILS**

18.1 The Bidder should note that:

a. The Bidder may be shortlisted based on the declarations made by it in the Bid, but the documents submitted along with the Bids may be verified by the Owner before signing of Contract;

b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Owner may reject such Bid and/or cancel the Letter of Award, if issued. In such case the Bid Security and the Contract Performance Bank Guarantee (if provided) shall stand forfeited and shall be encashed by the Owner;

c. If it is found that the Bidder has concealed any material information or has made a wrong/misleading statement or is found to have misrepresented facts in its Bid, after the Contract is executed, the consequences specified in Contract shall apply;

d. Bids submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder;

e. All pages of the Bid submitted must be initialed by the person authorized by the Bidder in accordance with Form-M;

f. No change or supplemental information to the Bid will be accepted after the scheduled date and time of submission of the Bid. Owner reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid;

g. Bids not submitted in the specified formats may be liable for rejection by Owner;

h. Bidders delaying in submission of additional information or clarifications sought may be liable for rejection; and

i. The courts at New Delhi shall have exclusive jurisdiction in all matters pertaining to the bidding process.

19.0 **PRICES**

19.1 The Contract Price shall remain fixed and firm during the term of the Contract and shall be subject to adjustment as provided in the Contract. No price variation or escalation shall be allowed for any reason whatsoever.

19.2 The Contract Price shall include entire scope of work as described in Part-B: O&M Contract including Technical Specifications for Services required for operating and maintaining the Plant.

19.3 The Contract Price shall also include all taxes, duties, levies and charge applicable in India on the scope of services and supplies covered under the Bidding Document. The Bidder shall provide such break up of the Contract Price and

taxes, duties, levies and charges in India on the same as per the Schedule of Prices. Bidders are also required to provide the taxes, duties, etc. assumed by them on the price of goods and services separately as per the Schedule of Prices. Except as provided under the Contract, if a particular cost is not included in the break up provided by the Bidder as per the Schedule of Prices, then the same shall not be payable to the Bidder under the Contract.

19.4 The Bidder shall prepare the Bid based on the details provided in the Bidding Document. It must be clearly understood that the quantities, specifications and drawings are only indicative and intended to give the Bidders an idea about the order and magnitude of the services and supplies and are not in any way exhaustive and guaranteed by the Owner. Bidder shall carry out its own due diligence of the Plant in accordance with the requirement of Bidding Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bidding Document and operate & maintain the Plant as per Prudent Utility Practices while maximizing generation and enhancing life of the Plant. Contract Price shall also include any additional supply or services beyond those specified in Bidding Document required to operate the Plant safely while maximizing generation.

19.5 The Contract Price shall be provided by the Bidder in INR only. In the event the Price Bid submitted by a Bidder is in foreign currency, the Bid shall be rejected.

19.6 The Contract Price shall be paid in INR only. The Contract Price quoted in the Bid shall include all of the Bidder's costs/expenditures for executing the Contract in a satisfactory manner, including non-personnel and personnel cost, cost for all approvals and consents required under Applicable Law and also including all costs towards but not limited to mobilization and demobilization, deployment of manpower, tools & tackles, material handling equipment, Consumables, etc. as specified in the Bidding Document. The Contract Price shall also include the costs towards the cost of defect liability till the completion of defect liability period as specified in the Contract.

19.7 The Owner may ask the O&M Operator to procure additional items/materials required for the performing the obligations under the Contract during the term of the Contract. The O&M Operator shall arrange for such items on mutually agreed basis.

20.0 **SUBMISSION OF BIDS / BIDDING SYSTEM**

20.1 Two part bid system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed as described in this Clause. The Bid shall be submitted only in the name of the Bidder. The Bid shall be filled completely in all respects and shall be submitted together with requisite information and Forms. It shall be complete and free from ambiguity, change or interlineations.

20.2 The Bid comprising the documents specified in Clause 17.2 and 17.3 shall be submitted online on the e-procurement platform of the Government at https://www.etenders.gov.in/eprocure/app (the "**CPP Portal**") by uploading the complete and legible scanned copies of the said documents in pdf format, duly signed in digital form and stamped by the authorised signatory of the Bidder except Form M and Form P as provided under Clause 17.2.13 and 17.2.15 which shall also be submitted in hard copy. For this purpose, registration of the Bidder with CPP Portal is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the CPP Portal. A Bidder who is already

registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).

20.3 The Bidder shall ensure that the documents uploaded on the CPP Portal as part of its Bid are being downloaded properly. The Owner shall not be responsible for corrupt files, if any, uploaded on the CPP Portal by the Bidder as part of its Bid. Further file related to particular form/annexure, if any, shall be given the name of that form/annexure only.

20.4 The Bidding Document as received by the Bidder along with Bid prepared by Bidder, and all other required Forms as given in Clause 17.0 above, any descriptive literature and any other information required to be furnished by the Bidder shall together constitute the Bid.

20.5 The Bidder shall submit its Bid ***online*** by the due date mentioned in the NIB and also submit the original of Form M and Form P as provided under Clause 17.2.13 and 17.2.15 as part of the Unpriced Techno-Commercial Bid, in a separate sealed envelope on or before the due date mentioned in the NIB, failing which the Bid shall be rejected. Further, in case of any discrepancies between Form M and Form P (as specified above) submitted online on the CPP Portal and the physical copy the Bid shall be rejected.

20.6 The envelope for Form M and Form P as provided under Clause 17.2.13 and 17.2.15 shall be marked with tender number and the closing date. The words "Form M and Form - Unpriced Techno-Commercial Bid" shall be clearly super scribed on the envelope containing Form M and Form P as part of the Unpriced Techno-Commercial Bid.

20.7 The above said envelope shall after sealing, be marked "Confidential" and super scribed "TO BE OPENED BY ADDRESSEE ONLY – ORIGINAL SET". This envelope should be addressed to :

Attn: Head Corporate (C&M)

Address: ONGC Tripura Power Company Limited
10th Floor Core-4 and Central, Scope Minar,
Laxmi Nagar, Delhi-110092
Ph: +91-11-22404700
Fax: +91-11-22017731, 22018831

Tender reference and closing date shall also be shown on this envelope.

20.8 The Bidder must submit the Bid only at the CPP Portal and for the physical copy of Form M and Form P as part of the Unpriced Techno-Commercial Bid the Bidder has the option of sending the same by courier or registered post or submitting it in person and shall ensure that it shall reach to OTPC by the date and time stipulated under the NIB. Submission of Bids by fax/telex/e-mail/ will not be accepted and Bids submitted by any of these modes shall be rejected.

20.9 OTPC reserves the right to reject any Bid, which is not submitted according to the instructions stipulated above.

20.10 **Signing Of Bids**

20.10.1 Bid(s) must be signed with the legal name of the Bidder and by the president, managing director or by the company secretary or other person or persons authorized to sign and submit the Bid on behalf of such Bidder.

20.10.2 The Bid submitted online on the CPP Portal shall be duly signed in digital form and stamped by the authorised signatory of the Bidder.

20.10.3 Form M and Form P of the Unpriced Techno-Commercial Bid submitted in the physical copy shall be duly signed and stamped by the authorised signatory of the Bidder.

20.10.4 Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall be furnished with the Bid in accordance with Form-M.

20.10.5 The Bidder's name stated on the proposal shall be the exact legal name of the company.

20.10.6 Erasures or other changes in the Bid shall be over the initials of the persons signing the Bid.

20.10.7 Bids not conforming to the above requirements of signing may be liable for rejection.

21.0 **DEADLINE FOR SUBMISSION OF BIDS**

21.1 Bids must be uploaded on the CPP Portal and the physical hard copy of Form M and Form P as part of the Unpriced Techno-Commercial Bid shall be received by the Owner at the address specified in NIB not later than [15:00 hours] on the prescribed date mentioned in the NIB.

21.2 Owner may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in which case all rights and obligations of the Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 **LATE BIDS**

22.1 Bids received after the date and time of submission specified in NIB shall be rejected.

23.0 **VALIDITY OF BID**

23.1 Bid shall remain valid for acceptance by the Owner for a period of 180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid. During this period the Bidder shall not withdraw or amend its Bid. A Bid valid for a shorter period shall be rejected by the Owner as being non-responsive. An undertaking as per **Form-K** in this regard shall be included in the Bid.

23.2 The Contract Price quoted shall remain fixed and firm till expiry of the Contract.

23.3 Notwithstanding Clause 23.1 above, the Owner may obtain the Bidder's consent to extend the validity period of its Bid, as required. The request and response thereto shall be made in writing. The Bidder accepting the request will not be permitted to modify its Bid and Bidder shall be required to extend the validity of its Bid Security correspondingly.

24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 The Bidder may modify or withdraw its Bid after submission as per the specifications/instructions provided on CPP Portal, provided that the modification or written notice of the withdrawal is uploaded/done on or before the deadline prescribed for Bid submission and/or is received by OTPC prior to the deadline prescribed for Bid submission.

24.2 No Bid shall be allowed to be withdrawn or modified during the period between the Bid submission deadline and the expiration of the Bid validity period. If a Bidder withdraws or makes an unsolicited modification to its Bid during this period then its Bid shall be rejected and its Bid Security shall stand forfeited and shall be encashed by the Owner.

24.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the deadline prescribed for Bid submission, unless the same has been expressly sought for by the Owner, shall be disregarded.

24.4 In case any clarification are sought by Owner after opening of Bids then the replies of the Bidders shall be restricted to clarifications sought.

25.0 **BID SECURITY**

25.1 The Bidder shall furnish, as part of its Bid, a Bid Security to the Owner. The Bid security amount shall be for INR 10,000,000/- (Rupees Ten Million only) and shall be submitted along with Unpriced Techno-Commercial Bid. Bid Security issued by foreign banks from the list of Acceptable Banks is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch. Any claim under the Bid Security shall be payable in New Delhi, India.

The Bid Security has to be stamped in accordance with Applicable Law. The Bid Security has to be in the name of the Bidder.

In order to facilitate the Bidders to submit the bank guarantees (the Bid Security and the Contract Performance Bank Guarantee) as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of this checklist while submitting the Bid Security and submit the completed checklist along with the Bid Security. The Successful Bidder shall also use and submit this completed checklist at the time of submitting the Contract Performance Bank Guarantee.

25.2 Offer without Bid Security shall not be considered and shall be rejected.

25.3 The Bid Security validity shall be as per Clause 2(j) of the NIB.

25.4 The Bid Security shall specifically bind the Bidder to keep its offer valid for acceptance and to abide by all the conditions of the Bidding Document in the event the Owner desires to award the Contract to the said Bidder. The Owner shall have an unqualified option under the Bid Security to invoke the same and claim the amount there under in the event the Bidder fails to keep the Bid valid up to the date specified or refusing to accept work and carry it out in accordance with the Bidding Document, if the Owner decides to award the Contract to the Bidder.

25.5 The Owner shall arrange to release the Bid Security in respect of unsuccessful Bidders as soon as possible, after the Successful Bidder furnishes Contract Performance Bank Guarantee.

25.6 The Bid Security in respect of the Successful Bidder shall be released after receipt of Contract Performance Bank Guarantee.

25.7 The Bidder shall also undertake that the validity of the Bid Security shall be extended suitably until it furnishes to the Owner Contract Performance Bank Guarantee for the specified value in the event of the Bidder becoming the Successful Bidder.

26.0 **CONDITIONS FOR FORFEITURE OF BID SECURITY**

26.1 In addition to the other conditions specified in this ITB for forfeiture of Bid Security the Bidder shall be considered to be in breach of the terms and conditions of the Bidding Documents upon the occurrence of any of the following conditions and in each such case the Bid Security shall stand forfeited and shall be encashed by the Owner:

26.1.1 the Bid is withdrawn during the Bid validity period or extension thereof;

26.1.2 the Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contract;

26.1.3 the Successful Bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or

26.1.4 the Successful Bidder fails to furnish Contract Performance Bank Guarantee within 15 (fifteen) days of issue of Letter of Award.

26.1.5 In the event, rate of GST and/or amount of Taxes and Duties are in variation to applicable rate of GST notified by Government of India. Further, the Bidder is reluctant to comply with the applicable rate of GST without changing the lump sum Contract Price stated in the Schedule of Prices.

26.1.6 in the event, the price quoted in the Schedule of Prices for the first year is not at least 5% (five percent) lesser than the price for the second year of operation and maintenance and similarly the price quoted for the second year is not at least 5% (five percent) lesser than the price for the third year of operation and maintenance and the Bidder is reluctant to comply with this Bidding Document requirement.

27.0 **CONFIRMATION OF BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT**

While issuing the physical Bid Security, the Bidder's bank shall also send electronic message through SFMS (in case of bank guarantees issued from within India) or SWIFT (in case of bank guarantees issued from outside India) to Owner's beneficiary bank whose details are provided herein below:

i. **Bank Name**: State Bank of India
ii. **Branch**: Corporate Accounts Group Branch-II
iii. **Bank Address**: Fort Capital Parsvanath Towers, Bhai Vir Singh Marg, Gole Market, New Delhi – 110 001
iv. **IFSC Code**: SBIN0017313

Bank guarantee issuing/amending bank must send the bank guarantee advice in the form of message format via SFMS (Structured Financial Messaging System)

as provided by Reserve Bank of India ("**RBI**"). The format of the message for confirmation of the Bid Security shall be as below:

BG advising message: [ ]
Field Number: [ ]
7037: [ ]

28.0 **OPENING OF BIDS BY OWNER**

28.1. Unpriced Techno-Commercial Bids shall be opened at the time, date and place mentioned in Clause 2.0 of the NIB and the Bidders would be invited to join the Unpriced Techno-Commercial Bids opening through an online Microsoft Team or any other electronic media link and the link for joining this online meeting shall be shared with all the Bidders at their e-mail addresses shared with the Owner.

28.2. Price Bids of qualified bidders after evaluation of Unpriced Techno-Commercial Bids in accordance with Clause 30.0 of this ITB shall be opened online for which the Bidders would be invited to join the Price Bids opening through an online Microsoft Team or any other electronic media link and the link for joining this online meeting shall be shared with all the Bidders at their e-mail addresses shared with the Owner. The time and date of the opening of the Price Bids shall be intimated separately to the qualified bidders by the Owner by giving at least 3 (three) days prior notice.

28.3. The Owner at its discretion may open the Bid in-person then at the time of Bid opening, the Owner shall permit 1 (one) authorized representative of each Bidder to be present, provided such representative presents to the Owner at that time, a letter, duly signed by the Bidder as per Form-M authorizing him to be present on behalf of the Bidder at the time of Bid opening. Prospective Bidders are advised not to authorize or depute more than one representative.

28.4. The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Unpriced Techno-Commercial Bids, the Bidder's names, presence and absence of requisite Bid Security and such other details.

28.5. The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Price Bids, the Bidder's name, its Contract Price and such other details.

29.0 **CLARIFICATION OF BIDS**

29.1 During Bid evaluation, OTPC may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the Contract Price or substance of the Bid shall be sought, offered or permitted.

30.0 **EVALUATION OF BIDS**

30.1 The evaluation process comprises of the following two steps:

Step I - Responsiveness check; and

Step II - Bid evaluation.

30.2 **Step I - Responsiveness check**

The Bid submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's Bid shall be checked for compliance with the submission requirements set forth in this ITB.

Any of the following conditions shall cause the Bid to be "Non-responsive":

i) Bid not received by the due date and time;

ii) Bid having a conflict of interest as described in Clause 6.9 of this ITB;

iii) Non submission of Bid Security along with the Bid;

iv) Bids that are incomplete or which do not meet the requirements prescribed in the Bidding Document; or

v) Bids not including the requisite Forms and not being submitted in accordance with the process prescribed in the ITB.

30.3 **Step II - Bid evaluation**

30.3.1. Bids shall be evaluated based on the information/documents furnished by the Bidder as part of the Bid. Hence Bidders are advised to ensure that they submit complete, appropriate and relevant supporting documentation along with their Bid in the first instance itself. Bids not complying with the requirements of the Bidding Document shall be rejected.

30.3.2 Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the amount quoted in words shall be deemed to be the correct amount. Bids submitted with any qualifying expressions may be liable for rejection.

30.3.3. The Owner shall determine to its satisfaction whether the Bidder which has submitted the Unpriced Techno-Commercial Bid is qualified to satisfactorily perform the obligations under the Contract in terms of the qualifying requirements.

30.3.4. An affirmative determination shall be a prerequisite for further evaluation including technical evaluation of the Unpriced Techno-Commercial Bid of the Bidder. Upon a negative determination the Bidder's Bid shall be rejected.

31.0 **LETTER OF AWARD AND NOTICE TO PROCEED**

31.1. Prior to the expiration of the period of Bid validity, the Owner shall notify the Successful Bidder through the CPP Portal and also in writing by registered letter or by email or fax that its Bid has been accepted ("**Letter of Award**" or "**LOA**").

31.2. The Owner shall award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and acceptable to the Owner, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31.3. Except for the technical deviations listed in Form-I and commercial deviation listed in Form-J to the Bid (to the extent accepted by Owner), the Bidder shall be required to comply with all requirements of the Bidding Document without any extra cost to the Owner, failing which the Bid may be liable for rejection and in case the Bid is rejected such Bidder's Bid Security may be forfeited.

31.4. The Letter of Award and the Bidder's acceptance of Letter of Award shall mean that the Contract has been deemed to be concluded. The Letter of Award and acceptance of Letter of Award shall constitute a binding contract between the Successful Bidder and the Owner. The Contract shall be deemed to have come into effect from the date of Letter of Award.

31.5. Upon the Successful Bidder furnishing the Contract Performance Bank Guarantee, the Owner shall promptly notify each unsuccessful Bidders and shall return/discharge their Bid Security

32.0 **SIGNING OF THE CONTRACT**

32.1 The Successful Bidder in whose favour the Letter of Award has been issued by the Owner shall execute the Contract with the Owner, for providing the Services and the Consumables required for operation & maintenance of Plant (as set out in Part-B).

32.2 Within 30 (thirty) days from the date of Letter of Award, the Successful Bidder shall sign the Contract with the Owner. Any payment under the Contract shall be made only after signing of Contract and as per terms & conditions of the Contract.

33.0 **CONTRACT PERFORMANCE SECURITY**

33.1. Within 15 (fifteen) days of issuance of Letter of Award, the Successful Bidder shall furnish to the Owner, Contract Performance Bank Guarantee in accordance with the terms of the Contract for an amount equivalent to 10% (ten percent) of the contract price of the O&M Contract.

The Successful Bidder shall also submit the completed checklist (as provided in Annexure 3 to this ITB) at the time of submitting the Contract Performance Bank Guarantee.

33.2. The Contract Performance Bank Guarantee to be submitted by O&M Operator shall be from an Acceptable Bank and in terms of the format provided in Annexure-4 of O&M Contract. Contract Performance Bank Guarantee issued by a foreign Acceptable Bank is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch.

Any claim under the Contract Performance Bank Guarantee shall be payable in New Delhi, India. The Contract Performance Bank Guarantee has to be stamped in accordance with applicable law.

34.0 **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

34.1 The Owner reserves the right to reject any Bid without stating reasons if in Owner's opinion:

34.1.1 The Bid is incomplete / non-responsive;

34.1.2 Any condition of the Bid is in conflict with the terms of the Bidding Document; or

34.1.3 After reviewing the Bid if the suitability of the offered services and supplies (of the Consumables) for the Site conditions is in doubt.

34.2 The Owner reserves the right to accept or reject any or all Bids in part or full or cancel the Bid process, at any time prior to issuance of Letter of Award, without assigning any reason and without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

34.3 In the event the Owner decides to reject any or all Bids or cancel the Bidding Document for any reason whatsoever, it may in its sole discretion, ask for revised Bids or invite fresh Bids by issuing a new tender.

35.0 REPRESENTATION FROM THE BIDDER

35.1 The Bidder(s) can submit representation(s) if any, in connection with the Bid process, directly only to:

Attn: Chief Technology Officer
Address: ONGC Tripura Power Company Limited
10th Floor Core-4 and Central, Scope Minar,
Laxmi Nagar, Delhi-110092
Ph: +91-11-22404700

E-mail: Both to shree.narayan@otpcindia.in and
neeraj.narwal@otpcindia.in

36.0 CORRUPT, FRAUDULENT, ETC. PRACTICES

36.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Award. Notwithstanding anything to the contrary contained herein, or in the Letter of Award, the Owner may reject a Bid, withdraw the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice in the Bid process *inter alia*, the Owner's Bid evaluation, Bid comparison or the decision to issue Letter of Award. In such an event, the Bid Security shall stand forfeited and the Owner shall be entitled to encash the Bid Security, without prejudice to any other right or remedy that may be available to the Owner hereunder or otherwise.

36.2 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received pursuant to the Bidding Document. Bidders are advised not to depute any of their personnel or agents to visit the Owner's or its consultant's office for making such inquiries.

37.0 REQUIREMENT REGARDING LABOUR LAWS

37.1 The Successful Bidder shall prior to mobilization for services to be provided during takeover of the Plant from the Existing O&M Contractor of the Plant, (i) furnish valid employee provident fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect; (ii) obtain licenses under Occupational Safety, Health and Working Conditions Code, 2020read with rules framed there under and under any other regulations required to be obtained under Applicable Law in relation to the labour being employed by it and furnish the same to the Owner. If the Successful Bidder fails to obtain such licenses/permits then the Letter of Award shall be cancelled or terminated without any further notice and its Bid Security and/or Contract Performance Bank

Guarantee shall stand forfeited and the Owner, without prejudice to any other rights it may have hereunder or otherwise shall be entitled to encash the Bid Security and/or Contract Performance Bank Guarantee.

37.2 The Bidder shall ensure compliance of all Applicable Laws with respect to employment and regulation of labour for performing the obligations under the Contract including but not limited to the Code on Wages, 2019, the Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020, and/or any legislation enacted and notified in replacement of these labour welfare statutes .

38.0 **TIME OF COMPLETION OF WORK**

38.1 The Successful Bidder shall be required to complete mobilization for services to be provided under the Contract not later than 1st December 2026 and 31st December 2026 for Takeover Phase and Operational Phase, respectively.

38.2 Mobilization to be undertaken by the Successful Bidder shall be in accordance with the O&M Contract and the Technical Specifications to the O&M Contract as provided in Annexure-3 of the O&M Contract.

39.0 **BANNING / SUSPENSION/BLACKLISTING**

39.1 **"Banning Guidelines"** shall mean the "OTPC's Process for Banning/ provisional Suspension of Business dealings with erring Firms available at https://otpcindia.in".

39.2 Any entity which has been itself and/or if its Affiliate has been: (i) barred by; or (ii) is under suspension; or (iii) has been black listed, by any Central/ State Government or any entity controlled by it or Public Sector undertakings or Government company, from participating in any project or procurement process, and the bar subsists as on the date of Bid, shall not be eligible to submit a Bid.

39.3 The Bidder will unconditionally comply with the provisions of the Banning Guidelines.

39.4 The Bidder will confirm that it and its Affiliates are not barred from bidding and satisfy itself that it is qualified to Bid, and shall submit a declaration-cum-undertaking to this effect in the form prescribed as Form-W;

----------End----------

ANNEXURE -1

LIST OF ACCEPTABLE BANKS

Foreign banks

Sl. No.	Name of Bank
1.	Citigroup, USA
2.	HSBC Holdings, United Kingdom
3.	Standard Chartered

Indian banks

Sl.No	Name of Indian Banks
1.	Bank of Baroda
2.	Bank of India
3.	Canara Bank
4.	Indian Bank
5.	Punjab National Bank
6.	State Bank of India
7.	Axis Bank
8.	ICICI Bank
9.	Indusind Bank
10.	HDFC Bank

ANNEXURE - 2

FORM OF CHECK LIST FOR THE BID SUBMISSION

Part A: Unpriced Techno-Commercial Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Bidders profile (Form-A).	
2.	Schedule of present commitment and past experience (Form-B).	
3.	Audited financial information for last three financial year (Form-C).	
4.	Format of CV for key personnel (Form-D).	
5.	Tools & equipments mobilization plan (Form-E).	
6.	Operation & Maintenance – Bidder's approach (Form-F) (along with all relevant documents as requested under this Form attached).	
7	Pre-Bid queries (Form – G);	
8.	Bid proposal letter (Form-H).	
9.	Schedule of technical deviation (Form-I).	
10.	Schedule of commercial deviation (Form-J).	
11.	Undertaking on price validity period (Form-K).	
12.	Letter of acknowledgement of receipt of Bidding Document (Form–L).	
13.	Original Letter of authority along with board resolutions authorizing the person signing the Bid (Form-M and Appendix).	
14.	Technical approach & methodology for Services (Form-N) (along with all relevant documents as requested under this Form attached.).	
15.	Original Bid Security furnished in accordance with Form-P.	
16.	Check-list of Bid Security duly complete.	
17.	Declaration confirming knowledge about Site condition (Form-Q).	
18.	Disclosure of relationship in OTPC (Form-R).	
18.	Declaration of compliance with Technical Specifications (Form-S).	

20.	Copy of Bidding Document duly signed and stamped on all pages (with the original of Form M and Form P as part of the Unpriced Techno Commercial Bid to be provided in physical copy of).	
21.	Format for certificate financial requirement – Net Worth (Form-T).	
22.	A disclosure statement (Form-U).	
23.	Letter for insurance cover (Form-V).	
24.	Declaration-cum-undertaking regarding Banning (Form-W)	
25.	List of O&M services contracts for power plant, left/cancelled before expiry of term along with reasons.	
26.	List of power plants operated & maintained by Bidder having Frame 9FA Gas Turbine/Mark-VI Gas Turbine Control/maxDNA DCS System. Bidder to give name, location, capacity etc. of power plant and relevant contract years when it operated and maintained such power plant.	
27.	List of problems faced by Bidder during operation & maintenance of combined cycle power plants and way of overcoming such problems.	
28.	Quality assurance program containing the overall quality management and procedures, which bidder proposes to follow in the performance of the contract.	
29.	Memorandum of Association and Articles of Association of the Bidder (or equivalent constituent documents if the Bidder is a foreign company).	
30.	Documents required to establish the qualification requirements as set out in Clause 5.6 and 5.9 of the NIB such as client certificates, copy of relevant reports under contracts, etc.	
31.	Any other relevant information.	
32.	A copy of this checklist duly completed.	
33.	In case the Bidder is relying on the capability of its Parent then all the documents as set out in Clause 6.5 of this ITB.	

Part B: Price Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Schedule of Prices.	

ANNEXURE - 3

FORM FOR CHECK LIST FOR BANK GUARANTEES
(THE BID SECURITY AND THE CONTRACT PERFORMANCE BANK GUARANTEE)

S. No.	Details of checks	YES/NO.
a)	Is the bank guarantee on non-judicial stamp paper of appropriate value, as per applicable Stamp Act of the place of execution?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of bank guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the bank guarantee has been issued. Also the stamp paper should not be older than six months from the date of execution of bank guarantee)?	
c)	In case of bank guarantees from banks abroad, has the bank guarantee been executed on letter head of the bank endorsed by SBI, New Delhi India?	
d)	Has the executing officer of bank guarantee indicated his name, designation and power of attorney number/signing power number on the bank guarantee?	
e)	Is each page of bank guarantee duly signed/initialed by executant and whether stamp of bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed pro forma?	
f)	Does the bank guarantees compare verbatim with the pro forma prescribed in the Bidding Document?	
i)	Are the factual details such as Bid Document number/ Specification number/ LOA number (if applicable)/amount of bank guarantee and validity of bank guarantee correctly mentioned in the bank guarantee?	
j)	Whether overwriting/cutting if any on the bank guarantee have been properly authenticated under signature & seal of executant?	
k)	Whether the bank guarantee has been issued by a bank in line with the provisions of Bidding Document?	

ANNEXURE – 4

BID SUBMISSION

[Attached Separately]

ANNEXURE - 5

BID RE-SUBMISSION

[Attached Separately]