Plant: 2X363.3 MW GAS BASED COMBINED CYCLE POWER PLANT

CONTRACT
FOR
OPERATION & MAINTENANCE

BETWEEN

ONGC TRIPURA POWER COMPANY LIMITED

&

_____

FOR

2 X 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT,

PALATANA, UDAIPUR, TRIPURA

December 2026

OPERATION & MAINTENANCE CONTRACT

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OPERATION & MAINTENANCE CONTRACT
(OTPC/O&M/PAL/2026-27/001)

This operation & maintenance contract ("**Contract**") is signed on the __ day of December Two Thousand Twenty Six (2026), by and between:

ONGC Tripura Power Company Limited, 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) (herein after referred as "**OTPC**" or "**Owner**" which expression shall include its successors and permitted assigns);

AND

_____, a company incorporated under the Indian Companies Act, 2013, having its registered office at _____ (hereinafter referred to as (the "**O&M Operator**" which expression shall include its successors and permitted assigns).

The Owner and the O&M Operator are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. The Owner is owning, operating and maintaining a 2 x 363.3 MW combined cycle power plant at Palatana, which is about 60 (sixty) km from capital city Agartala in the State of Tripura. For the operation and maintenance of this power plant, the Owner had appointed M/s STEAG ENERGY SERVICES (INDIA) PVT. LTD. ("**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.

2. The Owner, based on a transparent bidding process conducted on the e-procurement portal pursuant to Tender No. _____, has selected the O&M Operator as the successful bidder for performing the Services (as defined hereinafter).

3. The O&M Operator represents that it has the necessary specialized knowledge, expertise and infrastructure for providing operation and maintenance services and supply of Consumables to perform its obligations under this Contract.

4. The Owner desires to engage the services of the O&M Operator to provide the Services and supply Consumables for the operation and maintenance of the Plant in accordance with the terms and conditions specified in this Contract.

5. The O&M Operator is willing and has agreed to provide the Services and supply Consumables for the operation and maintenance of the Plant in accordance with the terms and conditions specified in this Contract.

6. The Owner and the O&M Operator desire to enter into this Contract pursuant to which the O&M Operator shall perform, and the Owner shall engage the O&M Operator for the performance of the Services, pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1.0 **DEFINITION AND INTERPRETATION**

When used in this Contract, the following terms shall have the meanings specified in this Clause 1.0:

1.1 "**Abandonment**" means the substantial cessation of the performance of the

Services for a continuous period of 1 (one) day i.e., 24 (twenty four) continuous hours and which cessation is not excused under this Contract.

1.2 "**ABT Orders**" means all the orders issued pursuant to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014, (as amended or revised from time to time) in relation to the Plant.

1.3 "**Acceptable Bank**" means a bank listed in Annexure 5 (List of Acceptable Banks).

1.4 "**Affiliate**" means, with respect to a Person, any entity which directly or indirectly:

(i) owns or Controls such Person;

(ii) is owned or Controlled by such Person; or

(iii) is under common ownership or Control with such Person.

1.5 "**Annual Operating Plan & Budget**" means the approved annual operating and maintenance plans & budgets and assumptions described in or required under Clause 6.0 of the Technical Specification.

1.6 "**Annual Plant Availability**" shall have the meaning ascribed to it in Clause 10.2.1.

1.7 "**Annual Plant Heat Rate**" shall have the meaning ascribed to it in Clause 10.4.1.

1.8 "**Annual PLF**" shall have the meaning ascribed to it in Clause 10.3.1.

1.9 "**Annual Report**" shall have the meaning ascribed to it in Annexure 13 (Reports).

1.10 "**Annual Shutdown**" means the annual shutdown commencing with the opening of the circuit breaker and ending at the time of closing of the circuit breaker and Synchronization of the generators with the Grid.

1.11 "**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, licenses, directives, approvals, instructions, standards of any Government Agency, agreements executed by the Owner with any , Government Agency having the force of law and shall include without limitation, all rules, regulations, decisions and orders of the Appropriate Commission.

1.12 **"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.

1.13 "**Arbitral Award**" shall have the meaning ascribed to it in Clause 46.4.4.

1.14 "**Arbitration Act**" shall have the meaning ascribed to it in Clause 46.4.1.

1.15 "**Auxiliary Power Consumption**" shall have the meaning ascribed to it in Clause 10.5.1.

1.16 "**Backcharge**" shall have the meaning ascribed to it in Clause 30.1.

1.17 "**Bankruptcy Event**" means commencement, whether voluntarily or involuntarily, of any proceedings relating to the rescheduling of obligations, bankruptcy, re-

organization, insolvency or judicial liquidation or any other similar proceedings including making of an application for initiation of insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.

1.18 "**BARC and DAE Rules**" means the rules and regulation issued by Bhabha Atomic Research Centre or the Department of Atomic Energy in connection with the handling of Hazardous Materials.

1.19 "**Bonus**" shall have the meaning ascribed to it in Clause 12.1.

1.20 "**CERC**" means Central Electricity Regulatory Commission as defined under the Electricity Act, 2003, being a statutory body under the Electricity Act, 2003 and discharging *inter alia* regulatory functions thereunder and as referred to in Section 76(1) of the Electricity Act, 2003.

1.21 "**Certificate of Annual Plant Availability**" shall have meaning ascribed to it in Clause 7.4.1.

1.22 "**Change in Law**" means, to the extent any of the following events occur and/or become effective after the Effective Date, (i) the enactment, issuance, promulgation, bringing into effect or adoption of any new Applicable Law; (ii) the amendment, extension, exclusion, repeal or authoritative change in interpretation or application of any Applicable Law; (iii) any attachment or change of conditions to any Governmental Authorization; or (iv) any denial or delay in granting or renewing, or the expiration or revocation or cancellation of, any Permit or Governmental Authorization for reasons not attributable to the O&M Operator or Owner, their respective employees, agents or Subcontractors.

For the purpose of this definition reference to Applicable Law does not include reference to any taxation laws.

1.23 "**Change in Law Request Date**" shall have the meaning ascribed to it in Clause 29.1.2.

1.24 "**Change in Permits**" means: (i) any failure or refusal to grant or renew any Permit (other than for Cause); (ii) the imposition (other than for Cause) of any material requirement in connection with the issuance of any Permit or the renewal, extension or modification of any Permit after such Permit was issued, in either case after the Effective Date; or (iii) the imposition (other than for Cause) of a requirement for a Permit which did not exist as on the Effective Date; or (iv) the revocation or cancellation (other than for Cause) of any Permit; provided that any such change establishes requirements that are materially more restrictive than the most stringent requirements (a) in effect as on the Effective Date, and (b) specified in any applications for any Permit filed by the Owner or the O&M Operator or other documents filed in connection with such applications by the Owner or the O&M Operator, as the case may be.

For the purposes of this definition "**Cause**" means an action or inaction of the O&M Operator.

1.25 "**Change in Tax Request Date**" shall have the meaning ascribed to it in Clause 29.2.2.

1.26 "**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 relation to negotiation or performance of this Contract.

1.27 "**Commercial Operation Date**" means respectively the dates on which the respective Unit (i.e., Unit-1 and Unit-2) were declared by OTPC to be operational after successful commissioning by the EPC Contractor in accordance with the terms of the EPC Contracts with commercial operation date for Unit 1 being 4 January 2014 and for Unit 2 being 24 March 2015.

1.28 "**Confidential Information**" shall have the meaning ascribed to it in Clause 49.1.

1.29 "**Consumables**" shall have the meaning as ascribed in Clause 3.9.

1.30 "**Contract Price**" shall have the meaning ascribed to it in Clause 6.1.1.

1.31 "**Control**" means, 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.

1.32 "**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 negotiation, signing or performance of this Contract (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 negotiation, signing or performance of this Contract or has dealt with matters concerning this Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the Effective 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 negotiation, signing or performance of this Contract); or (ii) engaging in any manner whatsoever, whether during the negotiation of this Contract or after the execution of this Contract, as the case may be, any Person in respect of any matter relating to the Plant or this Contract, 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.

1.33 "**Daily Report**" shall have the meaning ascribed to it in Annexure 13 (Report).

1.34 "**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 most 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.

1.35 "**Deemed Generation**" shall have the meaning ascribed to it in Clause 10.2.3.1.4.

1.36 "**Directive**" means any directive issued by a Government Agency.

1.37 "**Direct Tax**" shall have the meaning ascribed to it in Clause 8.1.

1.38 "**Dispatch Instruction**" means an instruction issued by the System Operator to the Owner in accordance with the Dispatch Procedures.

1.39 "**Dispatch Procedure**" means the dispatch procedure for delivery of the net electrical output to the Grid at the Interconnection Point as per the PPA and in

accordance with the Grid Code and ABT Orders.

1.40 "**DM Water**" means demineralised water.

1.41 "**Effective Date**" means the date of Letter of Award.

1.42 "**EHS Policy**" means the health, environment and safety policy of the Owner and as set out in Annexure 11.

1.43 "**Emergency Event**" means a sudden and unexpected event or circumstance which has caused or reasonably threatens to cause (i) serious bodily injury to any personnel employed at the Site or any other Persons at or in the vicinity of the Site; (ii) serious physical damage to the Plant, including the Site or other material or property located at or in the vicinity of the Site; (iii) a work stoppage or other serious labour disturbance at the Site; (iv) a shutdown or other serious interruption in or interference with the operation or functioning of the electrical distribution facilities relevant to or otherwise affecting the Plant; (v) imposition of fines or other penalties or sanctions under any Applicable Law, which fines, penalties or sanctions would be likely to affect seriously the ability of Owner or the O&M Operator to perform any of its or their obligations under this Contract or the Project Agreements; or (vi) an occurrence of any accident materially impacting on the environment.

1.44 "**Environmental Claim**" means any and all claims, suits, actions, demands, liabilities, legal proceedings, notices of violation, demands, losses, costs and expenses, including reasonable attorneys' fees and expenses, civil fines or penalties, in each case assessed against or sustained by Owner or O&M Operator because of any breach or alleged breach of any Environmental Law.

1.45 "**Environmental Law**" means any Applicable Law relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

1.46 "**EPC Contractor**" means Bharat Heavy Electrical Limited ("**BHEL**"), a company appointed by the Owner who has engineered, procured, constructed, erected and commissioned the Plant.

1.47 "**EPC Contracts**" means agreements dated 23 June, 2008 entered into between the Owner and BHEL for engineering, design, construction, start-up, commissioning and testing of the Plant, as amended, supplemented or modified from time to time in accordance with the terms thereof and including all subcontracts (of whatever tier) thereto.

1.48 **Not used.**

1.49 "**Field Quality Program**" means the field quality program prepared by the O&M Operator and approved by the Owner in accordance with the provisions of Clause 26.0 (Field Quality Assurance and Inspection).

1.50 **Not used**.

1.51 **Not used**.

1.52 "**Force Majeure**" shall have the meaning ascribed to it in Clause 22.1.

1.53 **"Forced Outage"** means any outage, tripping, interruption or reduction (including any partial loading) in the generating capacity of a Unit or the Plant, other than (a) a Scheduled Outage within the period agreed for such Scheduled Outage in the Annual Operating Plan & Budget; and (b) any loss of generation in respect of which Deemed Generation is allowed under Clause 10.2.3.1.4.

1.54 "**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.

1.55 "**Fuel**" means natural gas being supplied under the Gas Sales and Purchase Agreement signed by and between OTPC and ONGC.

1.56 "**Fuel Supplier**" means Oil and Natural Gas Corporation Limited ("**ONGC"**).

1.57 "**GAPA**" means guaranteed annual plant availability as defined under Clause 10.2.1.

1.58 "**GAIL**" means GAIL India Limited.

1.59 "**Gas Sales and Purchase Agreement**" means the gas sales and purchase agreement dated 29 September, 2008 signed by and between OTPC and ONGC for the sale and purchase of Fuel.

1.60 "**Government Agency**" means any local, State Government in India or the Government of India or any national authority, inspectorate, ministry, department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or State Government or the Government of India or any political subdivision thereof or any court, tribunal, judicial body, quasi-judicial authority or statutory Person (whether autonomous or not) of the Republic of India which has jurisdiction over the Parties to, or the subject matter of, this Contract or any of the Project Agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the O&M Operator's ability to perform any or all of its or their obligations under this Contract or any authority that gives consents or permits (including Permits) within India.

1.61 "**Governmental Authorizations**" means all approvals, authorizations, permits, licenses, consents, clearances, etc., received or required to be received from Government Agency for the Plant.

1.62 "**Grid**" means the national grid and regional grid, and for the purposes of this definition "**national grid**" shall mean the entire inter-connected electric power network of the country including but not limited to electrical transmission and distribution circuits, transformers and switchgears owned or operated by Power Grid or any other transmission company and "**regional grid**" shall mean entire synchronously connected electric power network of the concerned region including but not limited to electrical transmission and distribution circuits, transformers and switchgears owned or operated by North East Transmission Company Limited, Power Grid or any other transmission company.

1.63 "**Grid Code**" means any compendium of conditions, procedures, provisions and codes governing the operation of the Grid.

1.64 "**Hazardous Material**" means (i) "hazardous materials", "hazardous substances", "toxic substances" or "contaminants" as those terms are defined under any Environmental Law, or any other Applicable Laws, (ii) petroleum and petroleum products, including crude oil and any fractions thereof, (iii) any other hazardous, radioactive, toxic or noxious substance, material, pollutant or solid, liquid or gaseous waste, and (iv) any substance that, whether by its nature or its use, is subject to regulation under any Applicable Law or with respect to which any applicable Environmental Law or any Government Agency requires environmental investigation, monitoring or remediation

1.65 **"HR Head"** shall mean employee of such designation (as intimated by the O&M Operator and as acceptable to the Owner from time to time) of the human resources department of the O&M Operator who shall be responsible for the preparation of the Quarterly HR Report in accordance with the terms of this Contract.

1.66 "**Indirect Taxes**" shall have the meaning ascribed to it in Clause 8.2.

1.67 "**INR**" or "**Rs**" or "**Indian Rupees**" means the legal currency of the Republic of India.

1.68 "**Interconnection Point**" means the physical point or points where the Plant connects to the 400 (four hundred) kV transmission line of the North East Transmission Company Limited and 132 (one hundred thirty two) kV transmission line of the Tripura State Electricity Corporation Limited and Power Grid in the Plant switchyard.

1.69 "**Inventory Management and Procurement Procedure**" means the procedure prepared by the O&M Operator in connection with inventory management & procurement and approved by the Owner in accordance with the provisions of the Technical Specifications.

1.70 "**Kcal**" means kilocalories.

1.71 "**Key Personnel**" shall have the meaning ascribed to it in Clause 5.1.5.

1.72 "**KWHr**" means kilowatt-hours.

1.73 "**Lenders**" means any and all lenders and institutions providing credit, including interim and long-term financing (including any leveraged lease or any other refinancing thereof) in respect of the development, design, engineering, construction, and operation of the Plant, and their respective successors and assigns, including any trustee, agent or designee acting on their behalf.

1.74 "**Letter of Award**" **or** "**LOA**" means the LOA No.: _____ issued by the Owner in favour of the O&M Operator.

1.75 "**Loading Point**" means the factory/warehouse location from where the Consumables are to be transported to the Site.

1.76 "**Loan Agreements**" means the loan agreements entered into by the Owner with the Lenders pursuant to which the Lenders have agreed to provide debt financing to the Owner for developing, constructing and operating the Plant.

1.77 "**Losses**" means any and all liabilities, losses, damages, claims, costs, obligations, charges, demands, cause of action and expenses (including reasonable attorneys' fees) of whatsoever kind or nature and it does not include indirect and consequential losses.

1.78 "**LTSA**" means:

(i) Maintenance service agreement dated 30 December, 2008 signed by and between OTPC and General Electric International Inc. for Gas Turbine maintenance and as further amended from time to time; and

(ii) Parts supply & repair service agreement dated 30 December, 2008 signed by and between OTPC and GE Energy Parts Inc. for Gas Turbine spares and as further amended from time to time;

1.79 "**LTSA Contractor**" means:

(i) General Electric Vernova International Inc.; and
(ii) GE Energy Parts Inc.

1.80 "**Materials Management Module**" shall have the meaning ascribed to it under the Technical Specifications.

1.81 "**Monthly Report**" shall have the meaning ascribed to it in Annexure 13 (Report).

1.82 "**MW**" means megawatt.

1.83 "**MWHr**" means megawatt-hours.

1.84 "**NERLDC**" means North Eastern Regional Load Dispatch Centre.

1.85 "**North East Transmission Company Limited**" means a joint venture company *inter alia* between Power Grid Corporation of India Limited, ONGC Tripura Power Company Limited, Assam Electricity Grid Corporation Limited, Government of Meghalaya, Government of Mizoram, Government of Manipur, Government of Tripura and Government of Nagaland incorporated under the Companies Act, 1956 and having its registered office at VIII, East Champamura, Khayerpur Bypass road, P.O & P.S Old Agartala; 799008 (India).

1.86 "**O&M Manuals**" means the operation & maintenance manuals prepared or supplied by the EPC Contractor.

1.87 "**O&M Operator's Event of Default**" shall have the meaning ascribed to it in Clause 44.1.1.

1.88 "**O&M Operator Indemnified Parties**" shall have the meaning ascribed to it in Clause 14.2.1.

1.89 "**O&M Operator Staff**" means each individual and collectively the O&M Operator's employees, labour (skilled, semi-skilled and unskilled), Key Personnel, Subcontractors, and their respective employees, contractors (of the Subcontractors), officers, licensees, invitees, agents and representatives, dedicated for the performance of the Services and working at the Plant, and any other personnel notified to the Owner by the O&M Operator as the O&M Operator's personnel.

1.90 "**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 this Contract.

1.91 "**OEM**" means the original manufacturer of the equipment at the Plant, or any component thereof and as specified under the EPC Contracts.

1.92 "**Operating Costs**" means those costs and expenses of operating, maintaining and repairing the Plant incurred or paid by the Owner (excluding the Operating Fee and the cost of Consumables) in connection with the operation and maintenance of the Plant.

1.93 "**Operating Fee**" shall have the meaning ascribed to it in Clause 6.3.1.

1.94 "**Operating Year**" means a period of each 12 (twelve) consecutive months starting from 00:00 hrs of 1 January, 2027 till the expiry of the Term or if renewed in accordance with the provisions of this Contract.

1.95 "**Operation & Maintenance Plan & Procedure**" or "**O&M Plan & Procedure**" means the operation & maintenance plan & procedure prepared by the O&M Operator and approved by the Owner in accordance with the provisions of the Technical Specifications.

1.96 "**Operational Phase**" means the period starting from 00:00 hrs of 1st January 2027 and till the expiry of this Contract i.e., 24:00 hrs of 31st December, 2029 or upon early termination of this Contract in accordance with the terms hereof.

1.97 "**Owner's Event of Default**" shall have the meaning ascribed to it in Clause 44.2.1.

1.98 "**Owner Indemnified Parties**" shall have the meaning ascribed to it in Clause 14.1.1.

1.99 "**Owner's Staff**" means employees of the Owner employed by the Owner for the running of the Plant.

1.100 [1]**"Parent"** means, [•]

1.101 [2]**"Parent Company Guarantee"** means, an irrevocable and unconditional guarantee (payment and performance) of the Parent, a format of which is attached as Annexure 15 (Parent Company Guarantee)

1.102 "**Performance Bank Guarantee**" shall have the meaning ascribed to it in Clause 25.1.

1.103 "**Performance Guarantees**" shall have the meaning ascribed to it in Clause 10.1.

1.104 "**Permits**" means any and all formal authorization, approval, decision, license, ruling, permits, certification, exemption, registration or visas required to be obtained and maintained in connection with the operation and maintenance of the Plant. It also includes such authorization, approval, decision, license, ruling, permits, certification, exemption, registration, or visas required to be maintained by the O&M Operator for performance of its obligations under this Contract, provided, however, that if at any time the standards under any of the authorization, approval, decision, license, ruling, permits, certification, exemption,

[1] Required if the Successful Bidder has relied on the capability of the Parent to qualify.
[2] Required if the Successful Bidder has relied on the capability of the Parent to qualify.

registration, or visas are less stringent than the standards set forth in this Contract, the O&M Operator shall not be excused from meeting the standards set forth in this Contract.

1.105 "**Person**" means, unless specified otherwise, a natural person, corporation, society, partnership, joint venture, unincorporated association or other entity.

1.106 "**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.

1.107 "**Plant Head**" shall have the meaning ascribed to it in Clause 5.4.1.

1.108 "**Plant Maintenance Module**" shall have the meaning ascribed to it under the Technical Specifications.

1.109 "**Plant Manager"** means the plant manager appointed by the O&M Operator pursuant to Clause 5.1.5.

1.110 "**Power Grid**" or "**Power Grid Corporation of India Limited**" means a public limited company incorporated under the Companies Act, 1956, and having its Registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (India).

1.111 "**Power Purchase Agreements**" or "**PPA**" means each of the agreements, and as further amended from time to time, signed by and between the Owner and (i) Assam Power Distribution Company Limited; (ii) Meghalaya Energy Corporation Limited; (iii) Department of Power, Government of Nagaland; (iv) Tripura State Electricity Corporation Limited; (v) Department of Power, Government of Arunachal Pradesh; (vi) Manipur State Power Distribution Company Limited; and (vii) Power & Electricity Department, Government of Mizoram and power sale & purchase agreement to be signed with any other power purchasers for 43 MW capacity remaining with OTPC for merchant sale.

1.112 "**Project**" shall have the meaning ascribed to it in Recital 1.

1.113 "**Project Agreements**" means (i) Gas Sales and Purchase Agreement, (ii) EPC Contracts, (iii) LTSA, (iv) State Support Agreement, (v) Power Purchase Agreement and (vi) other contracts or subcontracts which the Owner has entered into on the date hereof or will enter into in relation to the construction, operation, overhaul, maintenance and repair of the Plant, and any amendments, modifications, additions or replacements made to such agreements after the date hereof.

1.114 "**Promoters**" means ONGC, GAIL and Government of Tripura.

1.115 "**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, operation and maintenance 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 operation and maintenance operators of facilities similar in size and operational characteristics to the Plant.

1.116 "**Quality Assurance Program**" means the quality assurance program provided by the O&M Operator and approved by the Owner in accordance with the provisions of Clause 9.7.

1.117 **"Quarterly HR Report"** shall have the meaning ascribed thereto in Clause 32.8.

1.118 "**Rated Capacity**" means 363.3 MW capacity of each Unit / Block and 726.6 MW capacity of Plant at following site conditions: (a) Ambient Temperature: 27 degree Celsius, (b) Relative Humidity: 77%, (c) CW Inlet Temperature: 32 Degree Celsius, (d) Power Factor: 0.85, and (e) Atmospheric Pressure: 1.000 Bar.

1.119 "**Relevant Year**" shall have the meaning ascribed to it in Annexure 13 (Report).

1.120 "**RWIS**" means river water intake system including the river bank pump house, intake catchment area, electrical switchgear, transmission line and required pipeline for supply of raw water from River Gomati to the Plant.

1.121 "**Scheduled Outage**" means an interruption or reduction in the generating capacity of the Plant which is planned and forms a part of an Annual Operating Plan & Budget and which (i) has been scheduled and allowed in accordance with Owner's Dispatch Instructions. Notwithstanding the fixing of a time for the Scheduled Outage fixed in the Annual Operating Plan & Budget, Owner may with at least 15 (fifteen) days prior written notice request the O&M Operator to re-schedule a Scheduled Outage consistent with the Technical Specifications, provided however, that Owner shall not require such Scheduled Outage to be re-scheduled for a period which, in the reasonable judgment of the O&M Operator, risks damage to the Plant or is not feasible for operational reasons; and (ii) is for inspection, testing, preventative maintenance, corrective maintenance, repairs, replacement or improvement, as the case may be, together with any other maintenance measures that the O&M Operator elects to carry out during the relevant Operating Year on the basis of Prudent Utility Practices and subject to the Technical Specifications.

1.122 "**Services**" shall have the meaning ascribed to it in Clause 3.1.

1.123 "**Site**" means the land over which the Plant has been setup and developed as shown in Annexure 6 (Site).

1.124 "**Spare Parts**" means the spare parts required for the operation and maintenance of the Plant as mentioned under the Annual Operating Plan & Budget.

1.125 "**Staffing Plan**" means the staffing plan to be adopted by the O&M Operator for the performance of Services and as set out in Annexure 1 (Staffing Plan).

1.126 "**State Support Agreement**" means the state support agreement dated January 15, 2007 signed by and between OTPC and Government of Tripura.

1.127 "**Subcontract**" means any contract entered into by the O&M Operator or its subcontractor with a third party for carrying out any of the responsibilities or obligations of the O&M Operator under this Contract.

1.128 "**Subcontractor**" means any Person carrying out any of the responsibilities or obligations of the O&M Operator under this Contract under or pursuant to a Subcontract.

1.129 "**Subsidiary**" shall have the meaning ascribed to it in Section 2(87) of the Companies Act, 2013.

1.130 "**Successor Operator**" shall have the meaning ascribed to it in Clause 44.8.1.2.

1.131 "**Synchronization**" means linking a Unit to the Grid.

1.132 "**System Operator**" means the regional load dispatch centre for the north eastern region of India presently being NERLDC.

1.133 **"Takeover Phase"** means the period commencing from the Effective Date and ending on 24:00 hrs on 31st December 2026.

1.134 **"Technical Specifications**" means the specifications for performing the obligations under this Contract and as set out in Annexure 3 (Technical Specifications).

1.135 **"Term**" shall have the meaning ascribed to it in Clause 4.1.1.

1.136 **"Termination Date**" means the date upon which termination pursuant to Clause 44.6.1 takes effect.

1.137 "**Time Block**" means a block of 15 (fifteen) minutes with first time block starting at 00:00 hrs of each day and for which specified electrical parameters and quantities are recorded by special energy meters as per the Grid Code and the relevant CERC regulations.

1.138 "**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.

1.139 **"Training Report"** shall have the meaning ascribed thereto in Clause 32.9 of the Contract.

1.140 "**Tripura State Electricity Corporation Limited**" means a public limited company incorporated under the Companies Act, 1956 and having its registered office at Bidyut Bhawan, North Banamalipur, Agartala-799001.

1.141 "**Unit**" or "**Block**" means **Unit-1/Block 1** or **Unit-2/Block 2** as the case may be. Each Unit/Block includes 1 (one) Gas Turbine & Generator, 1 (one) Steam Turbine & Generator, 1 (one) HRSG along with associated plant auxiliaries and

balance of plant.

1.142 "**Warranty**" shall have the meaning ascribed to it in Clause 24.1.

1.143 "**Warranty Period**" shall have the meaning ascribed to it in Clause 24.2.

1.144 "**Willful Misconduct**" means, with respect to any Party or Person an intentional or reckless, disregard by such Party or Person, of Applicable Law, any common duty of care, any provision of this Contract, any other document prepared pursuant to this Contract or of Prudent Utility Practice, and relating to the performance by such Party of its obligations there under, but shall not include any error of judgment or mistake made in good faith.

1.145 "**Yearly Operating Fee**" shall have the meaning ascribed to it in Clause 6.3.1.

1.146 **Rules of Interpretation**

In the interpretation of this Contract, unless the context otherwise requires:

1.143.1 the singular includes the plural and *vice versa* and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

1.143.2 a reference to any gender includes the other genders;

1.143.3 a reference to a Clause, Article, Annexure or Recital is a reference to a Clause, Article, Annexure or Recital in this Contract;

1.143.4 the Annexures to this Contract form part of this Contract and will be of full force and effect as though they were expressly set out in the body of this Contract. The provisions of this Contract and the Annexures hereto shall be interpreted harmoniously and only if the provisions of this Contract cannot be interpreted harmoniously with the Annexures or *vice-versa* on account of inconsistencies or ambiguities then the provisions of this Contract shall prevail over the Annexures;

1.143.5 in case of any discrepancy between words and figures, the words shall prevail over the figures;

1.143.6 a reference to a statute shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;

1.143.7 a reference to "writing" includes printing, typing, lithography and other means of reproducing words in a visible form;

1.143.8 any date of any period set forth in this Contract shall be such date or period as may be adjusted pursuant to the terms and conditions of this Contract;

1.143.9 titles or captions of Clauses or Articles contained in this Contract are inserted as a matter of convenience only, and in no way define, limit, extend, describe or otherwise affect the interpretation, meaning or intent of this Contract or the interpretation, meaning or intent of any term or provision contained herein;

1.143.10 the rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply; and

1.143.11 reference to any agreement, deed, document, instrument, or the like shall mean

a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, it is clarified that a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2.0 **EFFECTIVE DATE OF CONTRACT**

2.1 This Contract shall become effective on the Effective Date and the obligations of the O&M Operator to provide the Services shall also commence from the Effective Date.

3.0 **SCOPE**

SERVICES:

3.1 The O&M Operator shall provide all the services required for the operation, maintenance and repair of the Plant during the Takeover Phase and Operational Phase, including but not limited to:

3.1.1 operating and maintaining the Plant along with the Existing O&M Contractor during Takeover Phase, including mobilization of staff and resources as per the Staffing Plan for Takeover Phase which is attached herewith as Annexure 1 (Staffing Plan);

3.1.2 taking over of the Plant including tools & tackles, Spare Parts, materials, drawings, documents, manuals, reports, operation & maintenance records etc. from the Existing O&M Contractor during Takeover Phase;

3.1.3 upon taking over of the Plant from the Existing O&M Contractor, operating and maintaining and repairing the Plant as per Prudent Utility Practice in conformity with this Contract, the Project Agreements and any other agreements which Owner has entered into or will enter into in relation to the Plant and in accordance with all Applicable Laws during the Operational Phase;

3.1.4 generating electricity from the Plant on behalf of Owner;

3.1.5 scheduling, coordinating and handling deliveries of Fuel and perform all duties and responsibilities (other than payment responsibilities) of the Owner;

3.1.6 operating, maintaining and repairing of all the associated facilities and non-plant facilities of the Plant including but not limited to, ambient air monitoring system, Sulphur oxide (SOx) and nitrogen oxide (NOx) monitoring system, all LED display systems installed at the Site;

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 except for supervision for the Services pertaining to major equipment set out in Annexure 7 of the Technical Specifications manufactured by BHEL, which will be hired by the Owner;

3.1.8 preparing Operation & Maintenance Plan and Procedure, Inventory Management and Procurement Procedure and Annual Operating Plan & Budget;

3.1.9 operation of Plant Maintenance Module and Material Management Module under SAP installed by the Owner at the Plant;

3.1.10 maintenance and repair of all buildings (except house-keeping of these buildings) at the Site such as, 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), including maintenance and repair of electrical system, HVAC system, water system, sewage system of these buildings;

3.1.11 notifying the Owner promptly upon becoming aware of any warranty claim which may be asserted against the Existing O&M Contractor during the 12 (twelve) months period commencing from the Operational Phase in relation to the Services provided by such Existing O&M Contractor for the operation and maintenance of the Plant. However, this provision will not dilute in any manner the obligation of the O&M Operator under this Contract to provide the Services required for operating and maintaining the Plant;

3.1.12 transportation and marine insurance of the Consumables from the Loading Point to the Site;

3.1.13 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 set out under the LTSA. All such obligations would be performed by the O&M Operator in accordance with the terms of the LTSA; and
preparing required reports documenting the operation and maintenance of the Plant, including but not limited to the Daily Reports, Monthly Reports and Annual Reports and such other reports as specified in Annexure – 13 hereto;

3.1.14 Maintenance of Fire extinguisher including all its parts, PASS SOP sticker, Anchoring, refilling and hydro test as set out in further detail in the Technical Specifications;

3.1.15 Maintenance and repair of eye wash and safety shower parts at the Plant;

as set out in further detail in the Technical Specifications (such services, the "**Services**")

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.

3.3 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.

The O&M Operator will operate and maintain the Plant including associated facilities in such manner so as to enhance life and safety of Plant, minimize Operating Cost and maximize power generation. Without prejudice to the preceding sentence, the O&M Operator shall perform the Services in accordance with the standard prescribed under Clause 3.0 of the Technical Specifications.

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

3.4 The only exclusions from the Scope of Services are as specified in Clause 4.3.22 of Technical Specification. Except for such exclusions specified in Clause 4.3.22 of Technical Specification, all other services and materials required to operate, maintain & repair the Plant as per Prudent Utility Practice and standard of performance described in Clause 3.0 of Technical Specification are included in the scope of Services of O&M Operator.

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 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.

3.6 The O&M Operator shall, at all times during the Term, act in a manner consistent with Prudent Utility Practice, including but not limited to, for the performance of the Services.

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, 2024 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.

3.7 This obligation is in addition to the obligation to pay Liquidated Damages (and its corresponding cap) as set out under this Contract.

CONSUMABLE SUPPLY:

3.8 The scope shall also include supply of Consumables by the O&M Operator to the Owner in accordance with the terms and conditions of this Contract.

3.9 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 all the LT motors of the Plant, materials for repair of electronic cards, materials for repair of numerical relay, DAVR cards, electronic cards, etc.

3.10 The O&M Operator's obligations include procurement, packaging, supply and delivery of the Consumables in accordance with the terms and conditions of this Contract and in accordance with Prudent Utility Practice. The procurement and supply of the Consumables shall be in sequence, using due care and diligence and at the appropriate time as set out in delivery schedule provided to the O&M Operator from time to time. For this purpose, Owner shall from time to time provide the O&M Operator with the Annual Operating Plan & Budget, the Inventory Management (PR creation in SAP) and Procurement Procedure and the Inventory Management and Procurement Procedure and the O&M Plan & Procedure. Owner shall also provide a copy of the relevant Project Agreements to the O&M Operator.

3.11 The O&M Operator shall procure and ensure availability of Consumables ahead of start of Operation Phase, but no later than 2 (two) weeks prior to the start of Operation Phase, which are required for uninterrupted, smooth and trouble free operation and maintenance of the Plant.

3.12 The O&M Operator shall procure all Consumables as per specification provided by OEM and from source recommended by OEM (if any) and in each case approved by Owner.

3.13 The O&M Operator shall at all times during the Term act in a manner consistent with Prudent Utility Practice, including but not limited to, for the performance of its obligations under this Contract.

3.14 The O&M Operator expressly agrees that the scope of supply 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.

3.15 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 supply of Consumables 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 Article 24.0 (Warranty and Warranty Period) and comply with all Applicable Laws.

3.16 Except as otherwise expressly provided in this Contract, the O&M Operator agrees and acknowledges that it shall perform all its obligations and responsibilities under this Contract at its own risk, cost and expense.

4.0 TERM AND AUTHORIZATION TO PROCEED

4.1 **Term**

4.1.1 This Contract shall become effective on the Effective Date and unless terminated earlier in accordance with the provisions of this Contract, this Contract shall remain valid, in full force and in effect for 3 (three) years from 00:00 hours of 1st January 2027 **("Term").**

4.1.2 Prior to the expiration of the Term, the Owner and the O&M Operator may agree to extend the 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 Term.

4.1.3 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).

4.2 **Authorization to Proceed**

4.2.1 Letter of Award shall be considered as authorization to proceed. O&M Operator shall commence performance of its obligations from the Effective Date and continue the performance of its obligations during the Term.

5.0 **STAFFING AND AUTHORITY**

5.1 **O&M Operator's Staff**

5.1.1 The Plant shall be staffed adequately to perform the Services in accordance with Prudent Utility Practices and the provisions of this Contract, including but not limited to, in a prudent, efficient, reliable and safe manner.

5.1.2 The minimum staff to be deployed at Plant during Takeover Phase and Operational Phase, both in executive as well as non-executive categories, shall not be less than what is specified in the Staffing Plan. However, in order to fully meet the O&M Operator's obligation and perform the Services as defined in this Contract, if any additional manpower, beyond those specified in Staffing Plan, is required to be deployed by O&M Operator at Plant, same shall be deployed by O&M Operator without any delay and without any additional cost to the Owner. In addition to the minimum staff specified in the Staffing Plan, adequate number of skilled and unskilled workmen shall be employed by O&M Operator. However, number of staff (other than workmen) to be deployed at the Plant shall not exceed 127 (One Hundred Twenty Seven). 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 and the O&M Operator shall continue to retain them on the same/or better terms and conditions.

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.

The O&M Operator shall, commencing from the start of the Term i.e. January 1st, 2027, pay to each unskilled workman who has worked at the Plant for ten (10) or

more years since Commercial Operation Date of Unit-1 i.e. since [4th January 2014], a tenure benefit equivalent to 10 (ten) days' daily wages for each Operating Year ("**Tenure Benefit**"). The Tenure Benefit shall be paid in each Operating Year, over and above the wages payable to such unskilled workman, and shall be disbursed by the O&M Operator to the eligible unskilled workmen on a quarterly basis on the date the salary for the first month of each relevant quarter is paid to the relevant unskilled workman. The Tenure Benefit paid by O&M Operator shall be reimbursed by the Owner at actuals within 30 (thirty) days of receipt of an invoice from the O&M Operator, along with supporting document evidencing: (a) the payment made to such unskilled workmen; and (b) the eligibility of such unskilled workmen in each Operating Year.

5.1.3 The minimum staff to be deployed at Plant during Takeover Phase and Operational Phase shall be mobilized not later than 1 December 2026 and 31 December 2026 respectively.

5.1.4 All personnel engaged in the performance of the Services shall be qualified to perform, licensed to the extent required by Applicable Law and sufficiently trained & experienced in the duties to which they are assigned and shall meet the requirements for the relevant category of personnel under the O&M Plan and Procedures and shall satisfy the standards of performance provided in this Contract. O&M Operator shall demonstrate that the personnel provided under this Contract are properly trained, competent to perform the work assigned and are aware of the HES Policy.

5.1.5 O&M Operator shall provide experienced manpower employed by them directly on their regular payroll at least for following positions:

5.1.5.1 Plant Manager;

5.1.5.2 Operations Manager;

5.1.5.3 Manager – Mechanical Maintenance;

5.1.5.4 Manager – Electrical Maintenance;

5.1.5.5 Manager – C&I Maintenance;

5.1.5.6 Manager – Planning and Technical Cell;

5.1.5.7 Shift-in-charge and Shift Engineer in each shift;

5.1.5.8 Head Purchase; and

5.1.5.9 Head EHS.

(such Persons collectively referred to as the "**Key Personnel**").

5.1.6 No later than 30 (thirty) days prior to employing any Key Personnel i.e., Plant Manager, Operations Manager, Shift-in-charge, Manager - Mechanical/Electrical/C&I Maintenance and Head Purchase, Head EHS, the O&M Operator shall submit the CV of such Key Personnel, for approval by the Owner prior to appointment. Owner shall reserve the right to interview the/interact with proposed Key Personnel and accept or reject any or all of the proposed Key Personnel. For other personnel, the O&M Operator will submit the CV of the selected Persons for review and concurrence by the Owner. The same procedure

shall be adopted in the event of appointment of any replacement personnel.

5.1.7 If the existing Key Personnel mentioned above are on leave, die, resign, retire, are dismissed/removed or are otherwise unable to carry out their duties or the term of their appointment ends, the O&M Operator shall ensure that suitably qualified and experienced replacement is appointed promptly, after due approval from the Owner.

5.1.8 The O&M Operator shall ensure that the number of shift-in-charge and shift engineers as identified in the Staffing Plan are available at all times during the Term. O&M Operator assures and undertakes that at no point during the Term the post of shift-in-charge and shift engineers shall be un-staffed and at all times there will be manpower to act as shift-in-charge and shift engineers in accordance with the Staffing Plan.

5.1.9 O&M Operator shall ensure that all Store-keepers and Store Assistants (each as stated in Annexure 1) shall functionally report to Owner's designated officer and shall work strictly under his guidance and control at all times during the Term of this Contract. O&M Operator shall ensure that any 'spare parts' received at OTPC store under the control of OTPC store in-charge shall be handled by the O&M Operator's store-keepers and store assistants on priority to manage and maintain the 'spare parts' in accordance with the rules and regulation of OTPC; and the O&M Operator in this regard shall comply with all directions/instructions issued by the Owner O&M Operator shall also ensure that all Firemen, Fire tender driver-cum-operators and Fire supervisors (each as stated in Annexure 1) shall functionally report to Owner's designated officer and shall work strictly under his guidance and control at all times during the Term of this Contract.

5.1.10 O&M Operator shall ensure the compliance of all factory rules prescribed under Applicable Laws including the rules prescribed by the fire service department, in the deployment of personnel in the Plant and at the Site (including non-plant area).

5.1.11 The O&M Operator shall be responsible for maintaining strict discipline and good order amongst its personnel and those of its Subcontractors at all times.

5.1.12 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.

5.1.13 All the O&M Operator Staff required to perform the Services shall be recruited by the O&M Operator as per O&M Operator's recruitment norms and policies and shall be governed by O&M Operator's policies, rules and regulations.

5.1.14 The O&M Operator shall, in good faith, use best efforts to ensure that the terms of employment for each O&M Operator Staff, require him/her to accept employment if offered by Owner or any Successor Operator on termination or expiry of this Contract, provided that the terms and conditions offered by Owner or the Successor Operator are no less favorable than those prevailing immediately prior to such termination or expiry of this Contractor.

5.1.15 O&M Operator shall bear the entire responsibility, liability and risk relating to coverage of O&M Operator Staff under Applicable Law including but not limited to

the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, Tripura Factory rules 2007, and any other relevant act/regulations as will be applicable during the Term.

5.1.16 O&M Operator shall also be solely responsible for the payment of all benefits to the O&M Operator Staff (including the workmen engaged by its Subcontractors) under Applicable Law, such as provident fund, bonus, retrenchment compensation, leave, etc., and shall keep the Owner indemnified in this regard against any claims. Notwithstanding the requirements and provisions of Applicable Law, Gratuity shall become due and payable to the employees of the O&M Operator employed at the Plant if they have been in continuous service with the O&M Operator for the Term (i.e., 3 years of continuous service). For the avoidance of doubt, it is clarified that the O&M Operator shall be liable to pay such Gratuity amounts. The Owner shall be entitled to, if it is noticed that O&M Operator is in default, make such payment, solely at its discretion and recover such amounts as deemed fit from any sum due and payable to O&M Operator by the Owner.

5.1.17 O&M Operator shall be responsible for making any overtime payment for providing Services under this Contract and Owner shall not bear any liability whatsoever in this regard.

5.1.18 Subject to Clause 5.1.19 below, it shall be responsibility of O&M Operator to take care of the boarding, lodging, travel arrangements, immigration clearance and visas for all O&M Operator Staff engaged in providing Services.

5.1.19 Provided that the Owner shall provide unfurnished living quarters in the residential colony constructed by the Owner i.e. the Township to the extent as identified in Annexure 20 on 'Rental Basis'. Provided further that the O&M Operator shall be liable to pay utility charges such as electricity charges/water bill to the Owner in addition to the rental payment for each such quarter at such periodicity and manner as provided in Annexure 20 hereto. Subject to making available the unfurnished living quarters in the residential colony to the extent as identified in Annexure 20, the Owner shall have no responsibility to provide any boarding, lodging arrangements to the O&M Operator. Any tax applicable on deemed rental for unfurnished living quarters and payment for utilities shall be responsibility of O&M Operator and shall be paid and borne by the O&M Operator. In case the Owner is required to pay such taxes, Owner shall pay such taxes and recover the same from O&M Operator by setting off such amounts against the payment of the applicable fees to the O&M Operator in accordance with the terms of the Contract.

5.1.20 Pursuant to the allocation of the unfurnished living quarters in the Township, the O&M Operator shall execute relevant leave and license agreements in form and manner as set out in Annexure 21 or as may be notified by the Owner. O&M Operator further assures and undertakes that it shall promptly make rental payments for the living quarters being provided by the Owner in accordance with the terms of the leave and license agreements (to be executed between the O&M Operator and the Owner) and this Contract (as set out in Annexure 20 and 21). The Owner shall have the right to set off the rental payments from the fees payable to the O&M Operator in accordance with the terms of this Contract.

5.1.21 O&M Operator shall arrange local transportation facility for all O&M Operator Staff.

5.1.22 O&M Operator shall provide mobile phone recharge facility to all Plant personnel and submit mobile numbers of all personnel to the Owner and keep Owner updated if there is any change to such mobile numbers.

5.1.23 No personnel involved in the provision of Services under this Contract shall be deemed employees of the Owner. Neither Party shall be deemed to be a successor to the other Party under any union, labor, or collective bargaining agreement, or any other similar agreement, to which such Party is or may in the future be a party.

5.1.24 The O&M Operator shall inform at least 2 (two) days in advance to the Owner of any leave of more than 3 (three) calendar days (other than sick leave) to be taken by Key Personnel.

5.1.25 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.

5.1.26 The O&M Operator shall ensure that O&M Operator Staff is available at Plant for operation and maintenance of the Plant on 24 (twenty four) hours per day, 7 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. O&M Operator shall also ensure that O&M Operator Staff, who are not present inside the Plant at the time of a technical emergency occurring at the Plant (such as tripping of the Plant due to any reason) but are required to attend to such technical emergency requirement, shall reach site within thirty (30) minutes of Shift-in-charge on duty (as stated in Annexure 1) becoming aware of such a technical emergency or being informed of such a technical emergency by the Owner.

5.1.27 The O&M Operator shall ensure that at least one engineer from each of the mechanical maintenance, electrical maintenance and C&I maintenance department are deployed, for attending to any technical emergency at the Plant, troubleshooting and coordinating maintenance activities, from 6:00 PM to 9:00 AM on all days of the week. Notwithstanding anything contained in this Contract including Clause 5.1.19, these engineers shall necessarily stay at training hostel located inside the Plant for which purpose 3 (three) rooms shall be provided by the Owner.

5.1.28 Additional manpower, beyond those specified in Staffing Plan, shall be deployed by O&M Operator at Plant at least one day prior to any planned or forced outage including any shutdown and start-up so as to complete the provision of the Services envisaged under this Contract in the shortest possible time without any delay and without any additional cost to the Owner. The details of the additional manpower required during shutdown of the Plant are as set out in further detail in the Technical Specifications. Any shortfall in deployment of such additional manpower as set out in the Annexure – 11 of the Technical Specifications, shall entitle the Owner to recover the cost of the shortfall in manpower deployment from the O&M Operator, at 1.5 times the applicable rate as set out in Annexure-11 of the Technical Specifications.

5.1.29 The O&M Operator shall ensure that the O&M Operator Staff wear suitable uniform while performing the Services at the Plant. It shall be the responsibility of the O&M

Operator to provide each of the O&M Operator Staff with adequate sets of such uniform.

5.2 **Authority of Plant Manager**

5.2.1 The Plant Manager appointed by O&M Operator shall be authorized and empowered to act for and on behalf of the O&M Operator on all matters concerning this Contract and its obligations hereunder. In all such matters, the O&M Operator shall be bound by the written communication, direction, request and decision given or made by the Plant Manager. The Plant Manager will direct and manage O&M Operator's resources and shall have full responsibility for the Plant's operation, maintenance and repair.

5.2.2 Any agreement, contract, notice or other document that is expressly permitted hereunder or otherwise by the Owner to be executed by the O&M Operator shall be executed by the Plant Manager or, subject to prior written notice to the Owner, such other representative of the O&M Operator who is authorized and empowered by the O&M Operator to execute such documents.

5.2.3 The Plant Manager will report to the Owner's designated officer in matters relating to performance of the Services.

5.2.4 All communications pertaining to the performance of the Services or any other matter relating to the Contract by the O&M Operator is required to be issued (by the Plant Manager or such other official of the O&M Operator who is authorized by the O&M Operator to issue notices and as communicated to the Owner at least 3 (three) days, in advance of issuance of any notice) to the following designated officer of the Owner:

Address for Notice to Owner:

Attn: COO
Address: ONGC Tripura Power Company Limited, Udaipur-Kakraban Road, Palatana P.O.
District – Gomati, Tripura-799105.
Ph: [•]
Fax: [•]

5.2.5 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.

5.2.6 Any communication made in non-compliance with this Clause 5.2 (Staffing and Authority) shall not be binding on the Owner.

5.3 **Training of O&M Operator's Staff**

5.3.1 The O&M Operator shall provide adequate training to all the O&M Operator Staff in the operation, maintenance and management of the Plant sufficiently in advance of the Operating Phase. Such training shall include Plant familiarization training for all personnel including training for operating and maintaining the Plant

Maintenance Module and Materials Management Module.

5.3.2 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.

5.3.3 O&M Operator shall (within 45 days from the commencement of Operating Year) submit a training calendar detailing *inter alia* the proposed training activities for the O&M Operator Staff to be conducted in the Operating Year for the improvement in efficiency etc., the proposed timelines for conducting such training and the duration of the same. Such training calendar once approved by the Owner shall be referred to as the **Training Calendar.** 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 in a Year;
(ii) Training on behavioral aspects is conducted in each Operating Year for at least 1 day in a Year;
(iii) Refresher training on a simulator for control room engineers/shift engineers for 1 day in a Year.

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.

The Training Report shall be *inter alia* submitted to the Owner for the processing of the invoice for the immediately succeeding month.

5.3.4 Training shall be imparted in such a manner that the Services to be performed by the O&M Operator are not adversely affected.

5.3.5 O&M Operator shall provide technical assistance and support from its other offices in India or abroad to the O&M Operator Staff or as requested by the Owner and as necessary to fulfill its obligations under this Contract and towards operation and maintenance problem analysis, solving and rectification as well as towards Plant improvements. This shall not be considered as additional work and will be part of the Services.

5.3.6 In-plant training/vocational training shall be provided to any of the Owner's Staff or otherwise, as and when requested by Owner.

5.4 **Owner's Staff**

5.4.1 The Owner shall appoint a representative to act as the Plant manager (such Person the "**Plant Head**") who shall be assisted by the other Owner's Staff. The Owner may, from time to time, appoint any other Person as the Plant Head in place of the Person
previously so appointed, and shall provide not less than 7 (seven) days notice of the name of such other Person to the Plant Manager.

5.4.2 O&M Operator shall report to the Plant Head.

5.4.3 Plant Head or Persons authorized by him shall co-ordinate with O&M Operator, power purchaser, System Operator and Fuel Supplier and supervise Plant operation, maintenance & repair, implementation of Operation & Maintenance

Plan and Procedure, Inventory Management and Procurement Procedure and HES Policy. They will also co-ordinate with local people, regulatory and control authority with O&M Operator's active assistance.

5.4.4 The Plant Head may, at any time, assign duties and/or delegate to any Person, any of the powers and duties vested in it, upon notice to the O&M Operator. The Plant Head may also revoke such assignment or delegation and give notice of the same to the O&M Operator.

5.4.5 Owner may depute Owner's Staff in any department(s) solely at its discretion to work alongside the O&M Operator Staff including control room, desk operation and shutdown/major overhauling. O&M Operator shall be obliged to extend full cooperation to and train, if required, such deputed Owner's Staff for the relevant work as per Owner's requirement.

5.5 **General Personnel Requirement**

5.5.1 O&M Operator shall employ O&M Operator Staff in sufficient numbers to ensure workmanship of the degree specified in this Contract and to the satisfaction of the Owner and in no event less than the number of personnel specified under the Staffing Plan.

5.5.2 The O&M Operator is expected to employ only such Persons, for the performance of Services, who have requisite experience of particular work.

5.5.3 The O&M Operator shall employ only qualified and medically fit Persons who are not below 18 (eighteen) years of age.

5.5.4 No female staff or labour shall be employed for night shifts or after darkness.

5.5.5 O&M Operator's Staff shall wear uniform and identification badges at all times while on work at Plant.

5.5.6 O&M Operator shall employ local people under unskilled workmen category.

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.

5.5.8 O&M Operator shall comply with labour rules, regulations and statutes as specified in Clause 18.0 (Applicable Labour Laws).

5.5.9 All O&M Operator Staff shall be considered employees of O&M Operator only and Owner shall have no relation whatsoever with the O&M Operator Staff.

5.5.10 The O&M Operator Staff shall work exclusively for the Plant and they shall not be transferred/deputed to any other plant/site of the O&M Operator, without prior written consent of the Owner.

5.5.11 For smooth operational functioning at the Plant, the O&M Operator shall ensure that requisite number of the O&M Operator Staff shall be fluent in the local language of India spoken at the Site.

5.6 **Discipline of Workmen**

5.6.1 The O&M Operator shall adhere to the disciplinary rules, regulations and procedures set by the Owner in respect of O&M Operator Staff at Plant. The Owner shall be at liberty to object to the presence of any O&M Operator Staff at the

Plant/Site if, in the opinion of the Owner, such Person's conduct is inappropriate or such Person is incompetent or negligent or otherwise undesirable or if there is malfeasance in the conduct of such Person's duties or responsibilities to be performed at Plant or if, in the opinion of the Owner, the presence of such Person poses a threat towards operation and maintenance of the Plant or creates an environmental detrimental to the interest of the Owner. In such a case, the Owner may give written notice to the O&M Operator identifying the Person(s) concerned and describing the complaint in detail. Upon receipt of such complaint, the O&M Operator shall immediately remove the relevant Person(s) from the performance of the Services and replace him with appropriate personnel.

5.7 **Foreign Personnel**

5.7.1 The O&M Operator shall submit to the Owner data on all personnel it proposes to bring into India for the performance of the Services under this Contract, at least 30 (thirty) days prior to their departure for India. Such data will include the name, present address, assignment and responsibility in connection with the Services and a short resume of the qualification, experience, etc. in relation to the work to be performed by each such Person.

5.7.2 Any Person unsuitable and unacceptable to the Owner shall not be brought to India. If any Person, brought to India, is found unsuitable or unacceptable by the Owner, the O&M Operator shall, within a reasonable time, make alternate arrangements for providing a suitable replacement and repatriation of such unsuitable personnel at its own cost.

5.7.3 No Person brought to India for the purpose of the Services to be provided under the Contract shall be repatriated without the consent of the Owner in writing, for which a written request for such repatriation, giving reasons for such an action, shall be made by the O&M Operator to the Owner. Permission for such repatriation may be given by the Owner provided they are satisfied that the Services to be provided by O&M Operator will not suffer due to such repatriation.

5.7.4 The cost of passports, visas and all other travel expenses to and from Site, incurred by the O&M Operator in relation to any foreign personnel shall be to its account. The Owner will not provide any residential accommodation for any of the O&M Operator Staff including foreign personnel and the O&M Operator shall make its own arrangements for that purpose, except as set out in Clause 5.1.19 above.

5.7.5 The O&M Operator and its expatriate personnel shall respect and comply with all Applicable Laws and shall not in any way interfere with Indian political and religious affairs and shall conform to any other rule and regulation which the Government of India, Government of Tripura or any other Government Agency and the Owner may establish from time to time, in relation to them. The O&M Operator's expatriate personnel shall work and live in close co-operation and co-ordination with their co- workers and the community and shall not engage themselves in any other employment, either part-time or full-time nor shall they take part in any local politics.

5.7.6 The Owner shall assist the O&M Operator, to the extent possible, in obtaining necessary permits to travel to India and back, by issue of necessary certificates and other information needed by any Government Agency.

5.8 **Limitation of Authority of O&M Operator**

5.8.1 Notwithstanding anything contained in the Contract to the contrary, unless previously approved in writing by the Owner, O&M Operator shall not:

5.8.1.1 Dispose of assets by sale, lease, pledge, mortgage, encumbrance, conveyance or creation of any lien on or making any license, exchange, or other transfer or disposition of any property or assets of the Owner, including any property or assets purchased by the O&M Operator as part of Operating Costs;

5.8.1.2 Contract on behalf of Owner unless approved in relevant Annual Operating Plan & Budget or make, enter into, amend, terminate, waive, modify or supplement any contract or agreements (including labour or collective bargaining agreement) on behalf of or in the name of or which creates any obligation on the part of the Owner provided that this shall not apply to the ability of O&M Operator to contract on behalf of itself and/or, as expressly provided in the Contract, the Owner for any activity under its responsibility;

5.8.1.3 Make or consent or agree to make any expenditure for equipment, materials, assets or other items, except in conformity with the Annual Operating Plan & Budget; provided, however, that solely in connection with actions taken by O&M Operator pursuant to Clause 43.0 (Emergencies), O&M Operator may, without prior approval from Owner, make limited expenditure outside the Annual Operating Plan & Budget in accordance with the provisions thereof;

5.8.1.4 Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of any claim, action, suit, debt, demand or judgment against or due by the Owner, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

5.8.1.5 Take any action that would release any liens created pursuant to any of the Loan Agreements;

5.8.1.6 Create, incur or assume any lien upon the Plant;

5.8.1.7 Take or agree to take any other action that varies from the applicable approved Annual Operating Plan & Budget or requirement of Project Agreements or requirements of this Contract;

5.8.1.8 Engage in any other transaction on behalf of Owner or any other Person not expressly authorized by this Contract or that violates Applicable Laws, this Contract, or any of the Project Agreements; or

5.8.1.9 Enter into any agreement to do any of the foregoing.

6.0 CONTRACT PRICE AND PRICE BASIS

6.1 Contract Price

6.1.1 The Owner shall, in consideration for the Services rendered during the Term, pay to the O&M Operator, the lump sum contract price of **Indian Rupees** _____as set out in Part A of Annexure 2 (Contract Price) and as adjusted for the Performance Guarantees met by the O&M Operator in accordance with the mechanism provided for in Part D of Annexure 2, subject to the terms of this Clause 6.0 (Contract Price) and Clause 7.0 (Payment) below ("**Contract Price**").

6.1.2 The Contract Price is full compensation to O&M Operator for faithful and satisfactory performance of all the Services included in this Contract, including Services performed during the Takeover Phase and the Operational Phase,

compliance with all terms and conditions of this Contract, and for O&M Operator's payment of all obligations incurred in, or applicable to the performance of the Services. Contract Price shall be adjusted and regulated and paid in the manner described in this Clause 6.0 (Contract Price) and Clause 7.0 (Payment). The Contract Price as payable hereunder shall cover all costs, expenses, overheads, etc., to be incurred by the O&M Operator and profit margin for the performance of all its obligations under this Contract including but not limited to costs and expenses of chemicals, consumables, gases, construction material, oils, lubricants, filters, tools & tackles, and other consumable materials and supplies used, consumed or stocked in inventory for operation, maintenance and repair of the Plant. No additional claim or payment would be admissible in this regard.

6.2 **Takeover Phase Fees**

6.2.1 The Owner shall pay to the O&M Operator during the Takeover Phase, a part of Contract Price specified in Part B of Annexure 2 (Contract Price), as the Takeover Phase fee of **Indian Rupees** _____(the "**Takeover Phase Fee**") for performance of its complete scope of Services and obligations during the Takeover Phase under this Contract. Subject to the provisions of Clause 6.2.2 of the Contract, the Takeover Phase Fees shall become payable only after complete mobilization of staff for Takeover Phase is achieved as per Staffing Plan for Takeover Phase which is attached herewith as Annexure 1 (Staffing Plan).

6.2.2 The minimum staff to be deployed at Plant during Takeover Phase, both in executive as well as non-executive categories, shall not be less than as provided under Annexure 1 (Staffing Plan). If O&M Operator fails to mobilize staff for Takeover Phase as per Staffing Plan for Takeover Phase then the Takeover Phase Fee shall be adjusted for such shortfall in manpower based on the schedule of price for manpower provided by the O&M Operator and as set out in Part G of Annexure 2 (Contract Price) on *pro rata* basis.

6.3 **Operating Fees**

6.3.1 The Owner shall pay to the O&M Operator during the Operational Phase, a part of Contract Price specified in Part C of Annexure 2 (Contract Price), as operational phase fee of **Indian Rupees** _____(the "**Quoted Operating Fees**") for performance of its complete scope of Services and obligations under this Contract as adjusted in accordance with the mechanism provided for in Part D of Annexure 2 (the "**Operating Fees**"). For each Operating Year, the fee payable shall be as mentioned in Part C of Annexure 2 and adjusted in accordance with the formula provided for in Part D of Annexure 2 (the "**Yearly Operating Fees**"). However, in case of Force Majeure events, Operating Fees payable shall be payable in accordance with the provisions of Clause 22.6.

6.3.2 The Operating Fees as payable hereunder shall cover all costs, expenses, overheads, etc., to be incurred by the O&M Operator and profit margin for the performance of all the Services and obligations under this Contract including but not limited to the following and no additional claim or payment would be admissible therefore:

6.3.2.1 Salaries and wages and hike from time to time, including benefits and bonus, general and administrative overheads, and all miscellaneous expenses for the O&M Operator Staff; it being agreed that the O&M Operator shall pay bonus two times in each Operating Year i.e., in the month of April for Pohela Boisakh and in the month of October or November, as the case may be, during Durga Puja. For the sake of information, the bonus percentage shall be payable at such rates as may be prescribed under Applicable Law including as may be directed by the Labour

Department, Government of Tripura from time to time.

6.3.2.2 Costs and expenses of chemicals, consumables, gases, construction material, oils, lubricants, filters, tools & tackles, and other consumable materials and supplies used, consumed or stocked in inventory for operation, maintenance and repair of the Plant.

6.3.2.3 Supply of Consumables;

6.3.2.4 Out-of-pocket costs paid or reimbursed for travel and subsistence during said periods of travel of the O&M Operator Staff;

6.3.2.5 Cost of evaluation, selection, employment, relocation, and training of O&M Operator's Staff;

6.3.2.6 Costs and expenses of maintaining inventory lists and status for Spare Parts, Consumable materials and supplies to be used for operation, maintenance and repair of the Plant;

6.3.2.7 All office and administrative expenses (including stationery, internet, telephone, fax, printer, scanner, photocopier, etc.);

6.3.2.8 Cost of uniform, personal safety equipment, etc. for O&M Operator's Staff;

6.3.2.9 Premium of insurance policies and deductible amounts for all insurance policies provided by the O&M Operator, as per Clause 13.0 (Insurance);

6.3.2.10 All costs and expenses associated with records management, including but not limited to preparation of materials, equipments, reproduction and storage expenses;

6.3.2.11 Costs to test, evaluate and correct equipment failure including cost of transportation of failed components for RCA but excluding repairs covered under insurance policy and cost of Spare Parts, RCA analysis cost;

6.3.2.12 Any and all other costs and expenses for operating and maintaining the Plant including repair of the Spare Parts, not specifically set forth herein but incurred by the O&M Operator for fulfillment of its overall obligation covered under this Contract;

6.3.2.13 Cost of transporting the Consumables to the Site;

6.3.2.14 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;

6.3.2.15 Cost of packaging equipment and Spare Parts for repair outside India;

6.3.2.16 Cost of review, updating, modification and new development of procedures and manuals, including O&M Plan and Procedures;

6.3.2.17 Cost of operation and maintenance engineering advice, equipment failure analysis as advised by owner through competent third party excluding detailed engineering studies;

6.3.2.18 Cost of legal, payroll and accounting services with respect to the O&M Operator Staff, and accounting and legal matters related to the administration of this Contract;

6.3.2.19 Cost of energy audit (general and as per requirement of PAT), environment audit, Fire and safety audit and Electrical Safety Audit of operation and maintenance of the Plant annually, and submission of audit reports to the Owner within forty five days of the last date of each audit at its own cost. In addition, to this, the Owner may conduct any other audit mandated by any Government Agency (including any statutory and regulatory authority) from time to time and the O&M Operator shall, at its own cost and expense, shall implement the recommendations and observations arising out of such audit and submit a compliance report thereof to the Owner within the time frame mutually agreed between the Parties.

6.3.2.20 Cost for all services rendered outside India in connection with this Contract including but not limited to cost for travel, relocation and transportation to India, manpower costs and overtime payments to O&M Operator Staff based at its overseas/corporate offices, any management fees, any royalty payments and any administrative expenses incurred at its corporate office, etc.

For the avoidance of doubt it is clarified that (a) cost and expenses (including insurance deductibles) resulting from or arising out of the O&M Operator's gross negligence, fraud or Willful Misconduct or a breach or default of the O&M Operator hereunder shall not be considered to be Operating Costs or be reimbursable to the O&M Operator as part of the Operating Fee and shall be borne solely by the O&M Operator, or, if paid by the Owner, shall be repaid by the O&M Operator to the Owner within 30 (thirty) days of a demand thereof by the Owner; and (b) the O&M Operator shall be solely responsible for taxes on its personal income and other individual taxes applicable to it and/or the O&M Operator Staff.

6.3.3 The minimum staff to be deployed at Plant during Operational Phase, both in executive as well as non-executive categories, shall not be less than as provided under Annexure 1 (Staffing Plan). If O&M Operator fails to deploy staff for Operational Phase as per Staffing Plan for Operational Phase then the Operational Phase Fee shall be adjusted for such shortfall in manpower based on the schedule of price for manpower provided by the O&M Operator and to be calculated in accordance with the provisions of Note 6 and 7 set out in Part G of Annexure 2 (Contract Price).

6.3.3.1 The Operating Fee does not include the costs that are to be incurred by the Owner directly in order to comply with its obligations under this Contract such as obtaining the Permits as prescribed under Annexure 9 (Permits), procuring Spare Parts and obtaining insurance as per Clause 13.2.

6.4 **Price Basis**

6.4.1 Contract Price, pricing for change, and all other prices and rates set forth in the Contract shall remain fixed and firm and shall not be subject to any change whatsoever during the Term.

6.4.2 Contract Price includes all O&M Operator's costs, expenses, overhead and profit for complete performance of the Services.

6.4.3 The Contract Price shall be the full and complete payment for satisfactory discharge of the O&M Operator’s performance of its obligations under this Contract and except as otherwise provided, includes all costs necessary for the supply of the

Consumables and compliance with the terms and provisions of this Contract.

6.4.4 The Contract Price shall include mobilization, demobilization and site establishment charge which shall not be subject to adjustment based upon any additions or deletions to the Contract Price.

6.4.5 The Contract Price (including the break-up) specified under Annexure 2 (Contract Price), shall apply regardless of when the Services are performed, during day or night or a holiday.

6.4.6 Contract Price shall include all costs associated with and relating to, performing Services in accordance with all Applicable Laws as well as Owner's EHS Policy and security regulations.

6.4.7 Contract Price shall include the cost of 4 (four) number of arc flash suit in wearable condition during the Term.

6.4.8 Failure by O&M Operator to assess fully the scope of Services, as required and described in this Contract shall not be accepted as a basis for variations to the Contract Price or any part thereof such as pricing of individual items and time and material rates for changes.

6.4.9 Contract Price shall be inclusive of all applicable taxes, duties and levies in India including but not limited to goods and services tax, excise duties, customs duties, etc., as specified in Annexure 2 (Contract Price). Taxes and duties applicable in India on any imported services relevant to O&M Operator's scope of Services are also included in Contract Price. Tax payable on income or profession of the O&M Operator shall be the sole responsibility of the O&M Operator and the Owner shall have no obligation regarding the same. Any taxes levied on or payable by the O&M Operator outside India shall be the sole responsibility of the O&M Operator

6.4.10 For the avoidance of doubt, it is clarified that the Contract Price includes any and all direct, indirect and ancillary charges, cess, costs and expenses of whatsoever nature, taxes on the O&M Operator in India, applicable indirect taxes on supplies under this Contract in India, all profit, license, royalty and fees, accessories, consumable materials, special tools and intellectual property licenses to be provided under this Contract, packaging and loading of the Consumables and delivery at the Site.

6.4.10.1 All payments to be made to the O&M Operator under this Contract shall be made net of any withholding or deduction as may be required under any Applicable Law in force at the relevant time including Income Tax Act, 1961. In case of such deduction made by the Owner from the amount payable to the O&M Operator, the Owner shall provide the O&M Operator with appropriate tax deduction certificates.

6.5 **Fuel and Water Charge**

6.5.1 The Fuel charges shall be paid by the Owner based on the invoices raised by the Fuel Supplier in accordance with the terms of the Gas Sales and Purchase Agreement. The procedure in this regard shall be separately agreed to between Owner and Fuel Supplier. For the purpose of Fuel accounting, calorific value, quality and quantity of Fuel consumed by the Plant, quantity of Fuel not delivered by Fuel Supplier and quantity of Fuel supplied but not taken shall be determined by O&M Operator each month. For this purpose, proper metering system shall be provided by Owner/Fuel Supplier in line with Gas Sales and Purchase Agreement.

6.5.2 The water consumption charges shall be paid by the Owner based on the invoices

raised by the water supplier in accordance with the terms of the State Support Agreement. The procedure in this regard shall be separately agreed to between Owner and water supplier as per the terms of the State Support Agreement. For the purpose of water accounting and the quantity consumed by the Plant, a proper metering system shall be provided by Owner which shall be acceptable to and in agreement with the water supplier.

6.6 **Deleted**

7.0 PAYMENT

7.1 The payment to the O&M Operator for the performance of the Services under this Contract shall be made by the Owner as per the guidelines and conditions specified herein. Payments to be made hereunder are subject to any adjustment/deductions as per the provisions of this Contract.

7.2 The Contract Price will be paid in Indian Rupees only.

7.3 **Payment Term: Takeover Phase Fees**

7.3.1 Subject to the receipt of the Performance Bank Guarantee by the Owner as provided in Clause 25.0 (Performance Bank Guarantee), the Takeover Phase Fees shall be paid, after the complete mobilization of staff for Takeover Phase is achieved as prescribed under Clause 6.2.1, within 30 (thirty) days of completion of Takeover Phase and receipt of following documents by the Owner duly certified by Owner's representative:
(i) invoice, (ii) satisfactory work completion certificate, (iii) attendance register of O&M Operator Staff for the Takeover Phase, (iv) documents evidencing completion of deployment of tools & tackles, appliances, material handling equipment, technician's tools box, instruments etc. as specified in Clause 28.0 of the Contract, (v) copy of Permits, clearances and licenses required to be obtained and maintained by the O&M Operator pursuant to Clause 42.0 of the Contract, (vi) copy of Annual Operating Plan and Budget for first year of operation approved by Owner, and (vii) copy of annual maintenance plan approved by Owner.

7.4 **Payment Term: Operating Fee**

7.4.1 Subject to the receipt of the Performance Bank Guarantee by the Owner as provided in Clause 25.0 (Performance Bank Guarantee), the Yearly Operating Fee shall be paid monthly equivalent to the portion of the Yearly Operating Fee due in such month calculated based on the formula and methodology provided for in Part D of Annexure 2. It is expressly agreed between the Parties that this calculation will be undertaken based on the Certificate of Annual Plant Availability jointly signed by the Owner and the O&M Operator. Each such monthly operating fee shall be paid within 30 (thirty) days of receipt of following documents for the previous month from the O&M Operator by the Owner duly certified by Owner's representative: (i) invoice, (ii) satisfactory monthly maintenance completion certificate, (iii) monthly maintenance plan vs. actual maintenance work performed, (iv) list of Consumables supplied, (v) daily operational parameters for the month including, Declared Capacity, scheduled generation, actual generation, Plant Availability Factor, Plant Load Factor, Auxiliary Power Consumption, Monthly Heat Rate, nominated quantity of gas, gas consumed, etc, (vi) Certificate of Annual Plant Availability (for the month and YTD) jointly signed by Owner and O&M Operator (vii) calculation of take-or-pay quantity / seller's deficiency quantity of gas under Gas Sales & Purchase Agreement, (vii) calculation of Deemed Generation, (viii)

calculation of applicable Bonus/liquidated damages for the month and cumulative for the Operating Year, (ix) calculation of deviation charges payable by O&M Operator (as per the applicable CERC regulations), (x) Annual Operating Plan and Budget and annual maintenance plan, duly approved by Owner (applicable only for invoice period of February), (xi) invoice for liquidated damages or Bonus (applicable only for the invoice period of March and last month of the Term) (xii) other reports as per Annexure 13 including Training Report and HR quarterly report and (xiii) attendance register of O&M Operator Staff for the relevant period.

7.5 **Payment Term: Liquidated Damages and Bonus**

7.5.1 Any claim by a Party on the other for payment of any liquidated damages or Bonus shall be made in the 1st (first) month of the Operating Year, following the Operating Year to which it relates. The amount for payment of any liquidated damages or Bonus shall be calculated in accordance with the provisions of Clause 11.0 (Liquidated Damages) or Clause 12.0 (Bonus), respectively.

7.5.2 Any amount claimed under Clause 7.5.1 shall become due and payable within 30 (thirty) days from the date of receipt of such claim by the Party required to pay such claim, unless disputed in good faith by such Party.

7.6 **Due Date and Mode of Payment**

7.6.1 All invoices during Takeover Phase for the Takeover Phase Fees shall be submitted by the 7th (seventh) day of the next calendar month following the relevant month during Takeover Phase and shall be paid by the Owner after adjustments as allowed in this Contract.

7.6.2 All invoices during Operational Phase shall be submitted by the 3rd (third) day of the next calendar month following the relevant month during an Operating Year and shall be paid by the Owner after adjustments as provided for in this Contract.

7.6.3 Payment shall be made either by cheque or in such other manner as the Parties may mutually agree in writing. All bank charges shall be to the account of O&M Operator.

7.6.4 O&M Operator and the Owner shall meet at the Owner's office at Plant within 15 days from the commencement of each quarter of an Operational Year to reconcile the invoices raised for the immediately preceding quarter. Differences (if any) on any item of invoice shall be addressed in accordance with Clause 7.6.6 below.

7.6.5 Applicable income tax/withholding tax/TDS shall be deducted while making payment and necessary certificate as per Applicable Law shall be issued in due course of time.

7.6.6 If the Owner disputes any item of an invoice, the Owner shall make payment for the undisputed portion of such invoice when such payment becomes due under this Contract. The Owner shall make the balance payment within 30 (thirty) days after resolution of the dispute in accordance with Clause 46.0 (Settlement of Disputes) of this Contract.

7.6.7 The Parties shall complete the reconciliation of all amounts payable by either Party in respect of each Operating Year within 2 (two) months from the end of such Operating Year and, in respect of the last Operating Year, within 1 (one) month from the expiry or earlier termination of this Contract, and shall record the same in a reconciliation statement jointly signed by the Parties. The O&M Operator shall furnish all information and documents required by the Owner for such

reconciliation within 15 (fifteen) days from the end of the relevant Operating Year (or the expiry or termination of this Contract, as applicable), failing which the Owner shall be entitled to finalise the reconciliation on the basis of the information available with it, which shall be binding on the O&M Operator save for manifest error.

8.0 TAXES, DUTIES & LEVIES

8.1 The O&M Operator shall bear and pay all personal, property and corporate taxes (including withholding tax), duties, levies and its related charges assessed on the O&M Operator (including surcharge on income tax), its Subcontractors (or their contractors) or their employees by a Government Agency in connection with the performance of the Services ("**Direct Tax**"). For the avoidance of any doubt, it is clarified that all Direct Taxes by whatever name called, arising on the income of the O&M Operator, its Subcontractors (or their contractors) or their employees, shall be borne by the O&M Operator. The O&M Operator shall provide the requisite information/documents to the Owner (including its permanent account number), so as to enable the Owner in complying with its obligations as per Applicable Law.

8.2 The Contract Price is inclusive of all indirect taxes, duties and levies as applicable on the Effective Date in India, the description and rates of which and the corresponding amounts included in the Contract Price are specified in Part F of Annexure 2 (Contract Price) ("**Indirect Taxes**"). Only such Indirect Taxes shall be paid/reimbursed by Owner to O&M Operator as part of the Contract Price against documentary evidence of payment by O&M Operator thereof.

8.3 The O&M Operator acknowledges and agrees that the description, rates and corresponding amounts of Indirect Tax included in the Contract Price, as specified in Part F of Annexure 2 (Contract Price), has been provided by the O&M Operator on the Effective Date. The Owner's liability to reimburse/pay the O&M Operator in respect of any Indirect Tax is restricted to the extent such Indirect Tax is indicated in Part F of Annexure 2 (Contract Price). In the event this information is subsequently found to be incomplete, incorrect or misleading, the Owner shall have no liability to reimburse/pay the O&M Operator the excess amounts with respect to any Indirect Tax, if such amounts are finally levied/imposed/recovered by any Government Agency on/from the O&M Operator.

8.4 In the event that the Owner is required to pay the income tax/withholding tax applicable on Services provided whether outside India or within India, the Owner shall deduct such taxes from the gross value of the O&M Operator's invoice and remit the net amount taking into account such deductions. However, the Owner shall furnish a TDS certificate to this effect in favour of the O&M Operator so as to enable it to take the tax credit.

8.5 Notwithstanding anything to the contrary contained in this Contract, all taxes, duties and levies applicable outside India for the Services to be provided outside India or within India under this Contract shall be responsibility of O&M Operator and the Owner shall have no liability whatsoever in this regard.

8.6 The O&M Operator shall avail all concessions, exemptions or benefits available to the Plant, if any, under laws of India including but not limited to under Indian taxation laws and/or foreign trade policy of India. It will be the responsibility of the O&M Operator to take all necessary steps in order to avail all such concessions, exemptions or benefits. Any failure to obtain such concessions, exemptions or benefits would be to the account of the O&M Operator and the Owner shall have no liability whatsoever in this regard. For this purpose, the Owner shall issue e-waybill to the O&M Operator in accordance with the respective legislation

applicable from time to time.

9.0 O&M OPERATOR'S OBLIGATIONS WITH REFERENCE TO SUPPLY OF CONSUMABLES

9.1 General

9.1.1 In addition to other specific obligations set out elsewhere in this Contract, with reference to supply of Consumable the O&M Operator shall also have the obligations set out in this Clause 9.0.

9.2 Industrial Practice

9.2.1 The O&M Operator shall be responsible for purchases and/or subcontracting with due care and diligence and in accordance with Prudent Utility Practices, using sound supervisory procedures, and in a professional and workmanlike manner, in accordance with Applicable Law and the Technical Specifications. The O&M Operator shall procure all Consumables as per specification provided by OEM and from source recommended by OEM (if any) and approved by Owner. The O&M Operator shall ensure that the Consumables shall be, fit for the purpose for which each of them is intended as per the provisions of this Contract.

9.3 Supply Schedule

9.3.1 The O&M Operator shall ensure that:

9.3.1.1 the procurement and supply of the Consumables during Operational Phase is in sequence and supplied at the appropriate time in order to ensure operation and maintenance as per relevant Operation & Maintenance Plan & Procedure and Annual Operating Plan & Budget; and

9.3.1.2 its resources/Subcontracts are organized in a manner so as to complete its obligations in accordance with delivery schedule as per Inventory Management and Procurement Procedure and the O&M Plan and Procedure;

9.3.1.3 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.

9.3.2 It shall be the responsibility of the O&M Operator to supply Consumables which shall be new and in good condition.

9.3.3 The O&M Operator shall promptly notify the Owner of any event or conditions which might delay the delivery of Consumables and the steps being taken to remedy or mitigate such situation, including on its own initiative and at its own expense, increasing or supplementing the supervision and procurement to such an extent so as to restore the lost sequence or progress and provide assurance of compliance with the timelines under this Contract. In the event the steps taken by the O&M Operator to remedy or mitigate such situation causes the Owner to incur additional costs, the O&M Operator shall reimburse such costs to the Owner. If the O&M Operator fails to take necessary steps to remedy or mitigate a delay, then the Owner may take such steps as it may deem necessary, in its sole discretion (including but not limited to engaging other suppliers to perform the obligations under this Contract and deduct the cost of the same from the Contract Price).

9.3.4 For the avoidance of doubt, it is clarified that the Owner shall not be responsible

to decide when the O&M Operator should commence, cease or resume the supply of Consumables or in any way to superintend the same, so as to relieve the O&M Operator of the responsibility or of any consequence of its neglect or carelessness or by that of its Subcontractors.

9.3.5 The O&M Operator shall arrange for the transportation of the Consumables from the Loading Point to the Site.

9.3.6 The O&M Operator shall, immediately after dispatch of consignment from the Loading Point, provide to the Owner, at its own cost and expense, all documents/information pertaining to the consignment (in originals or in copies), as required by the Owner, including but not limited to (a) commercial invoice; (b) tax invoice; (c) way bill (if applicable); (d) consignment note (e) packing list; and (f) copies of the inspection certificate/test reports.

The said commercial and tax invoice shall state the quantity and detailed description of each component of the Consumables supplied reflecting the value of each item/material of the Consumables. The description of each item/material of the Consumables indicated in the invoice shall conform to the description of the said item/material of the Consumables as provided in the test report(s), if any, issued to the Owner in this regard.

9.3.7 The O&M Operator represents that all documents including invoices, billings, waivers, certifications, releases and reports etc. submitted by the O&M Operator to the Owner, vendor, client or any other Person in accordance with this Contract shall, to the best of the O&M Operator's knowledge, truly reflect the facts about the activities and transactions to which they pertain and contain no untrue, incorrect or incomplete statements or omissions. The O&M Operator further represents that all such documents and reports are complete and accurate. The O&M Operator acknowledges that the Owner and other recipients will rely on those documents and reports. For the avoidance of doubt, it is clarified that acceptance of such reports and documents does not constitute the agreement of the Owner with their contents.

9.3.8 The O&M Operator shall be responsible for obtaining, if necessary, approvals from any Government Agency for transportation of the Consumables on to the mode of transportation arranged by the O&M Operator. The Owner shall use reasonable endeavours to assist the O&M Operator in obtaining such approvals, if requested by the O&M Operator.

9.4 **Compliance with Laws**

9.4.1 The O&M Operator shall at all times be in compliance with all Applicable Laws, in the performance of its obligations under this Contract. The O&M Operator shall also ensure such compliance by its Subcontractors (including compliances in relation to issuance of terms of engagement to the manpower engaged by such Subcontractors).

9.4.2 The O&M Operator shall at its cost, in a timely manner so as not to delay the progress of its obligations hereunder and in any event before the time required by Applicable Law, obtain all applicable Permits required for the completion of its obligations under this Contract.

9.4.3 The O&M Operator shall not, under any circumstances, cause or permit, in connection with the obligations to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any Applicable Laws.

9.5 **Transfer of Title**

9.5.1 The title to the Consumables shall be transferred to the Owner upon delivery of the same at the Site.

9.6 **Responsibilities of O&M Operator with reference to supply of consumables**

9.6.1 The O&M Operator shall continue to be responsible for the risk of loss or damage to the Consumables till delivery and unloading at Site and for the quality and performance of the Consumables till the end of the Warranty Period.

9.7 **Quality Assurance Program**

9.7.1 The Owner or its representative(s) shall have the right to inspect and/or to test the Consumables to check their conformity with the provisions of this Contract prior to their dispatch from manufacturer's works or on receipt at Plant.

9.7.2 Within 30 (thirty) days from the Effective Date, the O&M Operator shall prepare and submit to the Owner for Owner's approval, the Quality Assurance Program which shall *inter alia* specify the required inspections and tests, the procedures involved and the place where such inspections and tests shall be conducted and the customer hold points.

9.7.3 Nothing in this Clause 9.7 shall, in any way, release the O&M Operator from any of its Warranty or other obligations under this Contract.

9.7.4 The O&M Operator shall give not less than 15 (fifteen) day's prior notice as to the time and place of any scheduled inspection. In the event the O&M Operator fails to provide the Owner and/or their representative(s) at least 15 (fifteen) days prior notice of scheduled inspections, the O&M Operator shall pay for any costs incurred by the Owner or their representative in conducting the inspection which are greater than the costs which would have been incurred with proper notice. Provided, all costs of the Owner or their representative shall be borne by Owner if 15 (fifteen) day's prior notice is provided by the O&M Operator.

9.8 **Packaging**

9.8.1 **General**

9.8.1.1 All Consumables shall be protected and securely packed and loaded in a manner commensurate with the transportation stresses and hazards encountered in such supply in accordance with internationally accepted transportation principles. The O&M Operator shall ensure that the packing provides adequate protection to the Consumables from the rigors of multiple handlings, loadings and unloadings. If any of the Consumables are damaged, lost, stolen, destroyed or otherwise impaired till delivery and unloading at Site, the O&M Operator shall, at its own cost and expense, restore or replace such affected Consumables. The provisions of this Clause are designed to facilitate preservation, safe arrival, and expeditious movement of the Consumables to the Site and provide the general requirements for packaging of the Consumables. The provisions of this Clause are neither a packing manual, nor a substitute for internationally recognized packing practices and the O&M Operator shall be fully responsible for the quality of packaging.

9.8.2 **Packing Procedure**

9.8.2.1 The Consumables shall be packed in accordance with standard practices of the

industry and of the mode(s) of transportation to be utilized or expected to be utilized for transportation and as specifically notified by the Owner from time to time.

9.8.2.2 The O&M Operator shall provide packing and packaging to protect the Consumables while in storage for up to 12 (twelve) months.

9.8.2.3 The O&M Operator will use its knowledge of the Consumables to provide supplementary packaging when customary and usual packaging may not provide sufficient protection. The packaging shall be in a manner such that the Consumables are protected against mechanical damage (shocks, rupture, breakage, loss, etc.) and corrosion (rain, salty atmosphere, sand, wind, etc.).

9.8.2.4 Additional appropriate packing shall be considered when the Consumables or any component thereof is required to be stored outside.

9.8.2.5 The Consumables shall be clean and free from metallic filings, machining debris and cleaning media such as blasting grit, if applicable.

9.8.2.6 O&M Operator shall adhere to the requirements of Applicable Law governing treatment to prevent infestation and mold in wood used in pallets, skids, crates, boxes or any other items used as packing material.

9.8.2.7 O&M Operator shall ensure adequate additional boxing or crating for consolidated small packaged and/or loose items.

9.8.2.8 Each item in each package shall be labelled or marked so that it can easily be identified by the packing list. 1 (one) copy each of the final detailed packing list shall be affixed in water tight containment on the outside of each package, container or crate secured under a metal sheet, and one copy shall be placed inside the package, container or crate. The O&M Operator shall also apply standard symbols indicating care and precaution to be used in handling and storing of each package. For out-of gauge consignments, either heavy or over dimensional, the center of the package shall be marked and clearly indicate the lifting points.

9.8.2.9 All means, methods and techniques of packing utilised, shall be appropriate for the conditions and materials involved and in accordance with the current state of the art and keeping with delivery schedule.

9.8.3 Protection Against Damage in Transit

9.8.3.1 The O&M Operator shall prepare all Consumables for delivery in such manner so as to ensure that the packing is adequate, is of minimum size and to protect such Consumables from damage in transit. Further, the packing shall be such that the Consumables shall withstand rough handling, storage in hot and humid climate prevailing at the Site and shall be in compliance with any size, weight or handling limitations that are applicable. The O&M Operator shall pack the Consumables in such a manner so as to ensure that no damage is caused to the same while in transit or during storage.

9.8.4 Hazardous Materials

9.8.4.1 Hazardous Materials shall be packed only in certified containers or only with certified packaging material in accordance with Applicable Law, including BARC and DAE Rules. The O&M Operator shall clearly mark all packages containing Hazardous Materials with the appropriate symbols and placards.

9.8.4.2 The O&M Operator hereby fully indemnifies the Owner with respect to any liability arising on account of any escape of Hazardous Material.

10.0 GUARANTEED PERFORMANCE

10.1 O&M Operator shall maintain the performance guarantees as set out in the Clause 10.2 to 10.6 (the "**Performance Guarantees**").

10.2 Annual Plant Availability

10.2.1 Annual plant availability (the "**Annual Plant Availability**") shall be 94% (ninety four percent) minimum ("**GAPA**").

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.

10.2.3 Annual Plant Availability shall be calculated as follows:

10.2.3.1 Annual Plant Availability = {(Sum of Declared Available Capacity in MWHr + Deemed Generation in MWHr)/(Rated Capacity in MW * Period Hours * FAC)}*100; wherein:

10.2.3.1.1 Period Hours is total number of hours during the period under consideration, e.g., 8760 (eight thousand seven hundred and sixty) hours for a normal year or 8784 (eight thousand seven hundred and eighty four) hours for a leap year starting at 00:00 hrs of the first day of first month and 24:00 hrs of the last day of the last month of the relevant Operating Year;

10.2.3.1.2 Sum of Declared Available Capacity for a relevant Operating Year means Declared Available Capacity for all days during the period in that Operating Year. The period will be counted from the start of each Operating Year;

10.2.3.1.3 FAC = (100% – 3.413% of Rated Capacity as auxiliary power consumption);

10.2.3.1.4 Deemed Generation shall be considered for the following cases and lost MWHrs will be added to the Declared Available Capacity ("**Deemed Generation**"):

a. Disruption of Fuel supply upstream of custody transfer point (as defined under the Gas Sales and Purchase Agreement) causing generation loss; For calculation of Annual Plant Availability loss of generation due to gas shortfall shall be considered at the rate of 100 per cent (Hundred percent).

b. Unavailability of water in River Gomati causing generation loss;

c. Tripping of electrical evacuation line causing generation loss only if such tripping is not caused due to the O&M Operator's fault;

d. High differential pressure across inlet air filter of gas turbine on account of OTPC if it leads to generation loss;

e. Extension in Scheduled Outage period beyond planned days of outage for reasons not attributable to O&M Operator in an Operating Year shall be considered for Deemed Generation at the rate of 100 per cent;

For clarity, Deemed Generation shall be allowed for the difference in duration between actual Scheduled Outage duration and 43 days i.e. total outage

duration of 6% (2 units x 365 days per year x 6% = 43) less duration (in number of days) of extension in Scheduled Outage attributable to O&M Operator.

For example:

Total Scheduled Outage duration in a year: 52 days (32 days for Unit-1 + 20 days for Unit-2)

94% guaranteed PAF translates to total shutdown duration of 6% i.e. 43 days.

Extension in Scheduled Outage for reasons attributable to O&M Operator: 2 days

Number of days for which deemed generation shall be granted to O&M Operator: 52 days - 2 days - 43 days = 7 days.

f. Any Outage resulting from an insured event and accepted by the insurance provider under the applicable mega insurance policy undertaken by the Owner shall be considered for Deemed Generation at 100% (One Hundred Percent);

10.2.3.1.5 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. However, Annual Plant Availability shall be restricted to 94 per cent after allowing all types of Deemed generation. Deemed Generation shall not be allowed for Forced Outage except as provided under Clause 10.2.3.1.4 (f).

10.2.4 The monthly Plant availability shall be calculated as follows:

10.2.4.1 Monthly Plant availability = {(Monthly sum of Declared Available Capacity in MWHr + Deemed Generation in MWHr)/(Rated Capacity in MW * Period Hours *FAC)}*100; wherein:

10.2.4.1.1 Period Hours is total number of hours during the period under consideration; and

10.2.4.1.2 All other terms in the formula in Clause 10.2.4.1 shall have the meaning prescribed to them under Clause 10.2.3.

10.2.5 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.

10.2.6 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.

10.3 **Plant Load Factor (PLF)**

10.3.1 Annual Plant load factor ("**Annual PLF**") shall be 85% (eighty five percent) minimum.

10.3.2 Annual PLF shall be calculated as follows:

10.3.2.1 Annual PLF = {(Yearly sum of gross generation at the generator terminals of the Plant in MWHr)/(Rated Capacity of the Plant in MW * Operating Hours * 0.5)} * 100; wherein:

10.3.2.1.1 Operating Hours is the sum of (total number of hours Unit-1 has been in operation + total number of hours Unit-2 has been in operation) starting at 00:00 hrs of the first day of first month and 24:00 hrs of the last day of last month of relevant Operating Year; and

10.3.2.1.2 Unit shall be considered under operation when gas turbine is in fired condition.

10.3.3 No adjustment to Annual PLF 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.

10.3.4 Monthly Plant Load Factor ("**Monthly PLF**") shall be calculated as follows:

10.3.4.1 Monthly PLF = {(Monthly sum of gross generation at the generator terminals of the Plant in MWHr)/(Rated Capacity of the Plant in MW * Operating Hours * 0.5)} * 100; wherein:

10.3.4.1.1 Operating Hours is the sum of (total number of hours Unit-1 has been in operation + total number of hours Unit-2 has been in operation) starting at 00:00 hrs of the first day of the month and 24:00 hrs of the last day of the month under consideration; and

10.3.4.1.2 Unit shall be considered under operation when gas turbine is in fired condition.

10.4 **Annual Plant Heat Rate**

10.4.1 Annual Plant heat rate (the "**Annual Plant Heat Rate**") shall be calculated as follows:

10.4.1.1 Annual Plant Heat Rate = {Yearly sum of (Daily Plant Heat Rate * Daily gross power output at generator terminals in KWHr)/(Yearly sum of Daily gross power output at generator terminals in KWHr)}, wherein Daily Plant Heat Rate shall be calculated as follows:

10.4.1.1.1 Daily Plant Heat Rate (KCal/KWhr) = {(Daily Fuel consumption in standard cubic meters (SCM) x daily average net calorific value in KCal/SCM)/(Daily gross power output at generator terminals in KWHr)} x correction factors;

10.4.1.1.2 Daily fuel consumption (00:00 hrs to 24:00 hrs) in standard cubic meter shall be the value recorded in log book of Fuel Supplier (as approved by the Owner);

10.4.1.1.3 The net calorific value in KCal/SCM shall be the daily average net calorific value taken from gas chromatograph and recorded in daily joint ticket for gas signed by representatives of the Fuel Supplier and the Owner; and

10.4.1.1.4 Correction factors applicable for daily average of measured Site conditions shall be determined from the correction curves attached as Annexure 18 and shall be applied on daily average (00:00 Hours to 24:00 Hours) of measured value of operation. Degradation correction factor shall be applied to the Units as per the degradation/ correction curve provided by BHEL in the document PE-DC-319-100-

D310 and which is attached as Annexure 18 of this Contract. By way of illustration, calculation of [Annual Plant Heat Rate] will be determined in accordance with the methodology set out at Annexure-18A of this Contract.

10.4.2 For Annual PLF calculated as per Clause 10.3.2, Annual Plant Heat Rate shall not be more than the corresponding value of heat rate specified in Annexure 12 (Guaranteed Parameters).

10.4.3 In case Annual Plant Heat Rate shall be more than the heat rate mentioned in Clause 10.4.2, liquidated damages shall be payable as specified in Clause 11.3 of this Contract.

10.4.4 Monthly Plant Heat Rate shall be calculated as follows:

10.4.4.1 Monthly Plant Heat Rate = Monthly sum of (Daily Plant Heat Rate* Daily gross power output at generator terminals in KWHr)/(Monthly sum of Daily gross power output at generator terminals in KWHr)}, wherein Daily Plant Heat Rate shall be calculated as follows:

10.4.4.1.1 Daily Plant Heat Rate (KCal/KWhr) = {(Daily Fuel consumption in standard cubic meters (SCM) x daily average net calorific value in KCal/SCM)/(Daily gross power output at generator terminals in KWHr)} x correction factors;

10.4.4.1.2 Daily fuel consumption (00:00 hrs to 24:00 hrs) in standard cubic meter shall be the value recorded in log book of Fuel Supplier;

10.4.4.1.3 The net calorific value in KCal/SCM shall be the net calorific value taken from gas chromatograph and recorded in daily joint ticket for gas signed by representatives of the Fuel Supplier and the Owner; and

10.4.4.1.4 Correction factors applicable for daily average of measured site conditions shall be determined from the correction curves attached as Annexure 18 and shall be applied on daily average (00:00 Hours to 24:00 Hours) of measured value of operation.

10.5 **Plant Auxiliary Power Consumption**

10.5.1 Plant auxiliary power consumption shall be calculated as follows (the "**Auxiliary Power Consumption**"):

10.5.1.1 Auxiliary Power Consumption in % = {(KWHr generated at generator terminals at the Plant – KWHr exported to power purchaser + KWHr imported from power purchaser)/(KWHr generated at generator terminals at the Plant)} * 100

10.5.1.2 All losses including transformer losses are included in Auxiliary Power Consumption. However, power consumption for administration building, security hostel, training centre, training hostel and medical centre, canteen, are excluded for determining the Auxiliary Power Consumption.

10.5.2 For Annual PLF calculated per Clause 10.3.2, Auxiliary Power Consumption shall not be more than the corresponding value of auxiliary power consumption specified in Annexure 12 (Guaranteed Parameters).

10.5.3 In case Auxiliary Power Consumption shall be more than the auxiliary power consumption mentioned in clause 10.5.2, liquidated damages shall be payable as specified in Clause 11.4 of this Contract.

10.6 **Other Guaranteed Parameters**

10.6.1 **Emissions:** O&M Operator shall ensure that the emission shall be within pollution control limits prescribed under Applicable Law at all times. Presently the flue gas NOx limit is 50 PPM , pH limit of effluent is 6.5 to 8.5 , TSS of effluent is below 100 PPM & effluent temperature should not be more than 7 degree centigrade above river water temperature. However, these limits are subject to change as per statutory body directive.

10.6.2 **Quality of DM Water:** The quality of DM water shall be as prescribed in Annexure 19.

10.6.3 **Emergency DG Set availability:** 100% (hundred percent). For the avoidance of doubt, it is clarified that, in case the emergency DG set is not available solely due to the fact that it is being used by the O&M Operator for the purposes of performing the preventive maintenance services as part of the scope of the Services, then the emergency DG set shall not be considered as unavailable for the purposes of this Clause 10.6.3.

10.6.4 **Noise:** O&M Operator shall ensure that the noise limits shall be within noise limits prescribed under Applicable Law at all times.

10.6.5 **Safety:** O&M Operator shall ensure proper Site safety and maintain zero lost time incidence (LTI). LTI means an incidence resulting into injury to a Person such that such Person is not in a position to perform his/her assigned duty within 24 (twenty four) hours of the incidence taking place.

10.6.6 No variation in guaranteed parameters specified at Clauses 10.6.1 to 10.6.4 are allowed. Suitable damages will be imposed by Owner in case of any willful violation. For every violation of emission & effluent (effluent pH, effluent temperature, effluent TSS & flue gas NOx) parameter O&M Operator shall pay to the Owner INR 25,000 for each violation of the respective parameter. O&M Operator shall notify the Owner in writing of any violation of guaranteed parameters specified at clauses 10.6.1 to 10.6.4 based on the on-line monitoring equipment. Further the O&M Operator shall attend to such non-compliance and rectify the same within 24 Hours. For each day of delay in correcting these guaranteed parameters, O&M Operator shall pay to the Owner INR 10,000 for each day such non-compliance continues.

10.6.7 The O&M Operator shall ensure availability of fire water system, fire extinguisher and fire tender in accordance with the provisions of Technical Specifications for the entire duration of each respective Operating Year. The O&M Operator shall test the fire water pumps as per NFPA-25 and availability of the fire water system and fire tender as per the requirements of the Technical Specifications. Failure on the part of O&M Operator to maintain these systems and have them available throughout the Term will entitle the Owner to levy liquidated damages in accordance with Clause 11.

10.6.8 The O&M Operator shall maintain 100% monthly preventive maintenance (PM) work order compliance and a minimum 95% monthly corrective maintenance(CM)/ repair maintenance(RM) work order completion rate. CM/RM Work Orders under progress shall not be considered for compliance purposes. Any shortfall against which are under progress at the end of the relevant month shall not be counted as completed for the purposes of this Clause 10.6.8.

10.7 **Time is of Essence**

The O&M Operator agrees to provide the Services in a timely manner in

accordance with the terms of this Contract and/or as prescribed by the Owner from time to time. The O&M Operator admits and acknowledges that time is the essence of this Contract for the performance of the Services.

11.0. LIQUIDATED DAMAGES

11.1. The Owner and the O&M Operator agree that, because of the unique nature of the Plant, it is impracticable or infeasible to determine actual damages and loss that would be incurred by the Owner as a result of the O&M Operator's failure to achieve the Performance Guarantees. It is further understood and agreed by the Parties that any sums which would be payable by O&M Operator under this Clause 11.0, are in the nature of liquidated damages, and not a penalty, and are fair and reasonable estimate of damages and loss which Owner would suffer due to such failure of O&M Operator.

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 10.2.3.1.4 (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.

11.3. In case of failure to achieve the Annual Plant Heat Rate by the O&M Operator as per Clause 10.4, the O&M Operator shall pay to the Owner liquidated damages as follows:

For every 0.25% (zero decimal two five percent) increase in the Annual Plant Heat Rate, 0.25% (zero decimal two five percent) of Yearly Operating Fee for the relevant Operating Year shall be paid as liquidated damages by the O&M Operator to the Owner on a *pro rata* basis.

11.4. In case of failure to achieve the Auxiliary Power Consumption by the O&M Operator as per Clause 10.5, the O&M Operator shall pay to the Owner liquidated damages as follows:

For every 1% (one percent) increase in the Auxiliary Power Consumption, 0.25% (zero decimal two five percent) of Yearly Operating Fee for the relevant Operating Year shall be paid as liquidated damages by the O&M Operator to the Owner on a *pro rata* basis.

11.5. Payment or deduction of liquidated damages in accordance with Clause 7.5 or otherwise in accordance with this Clause 11.0 shall in no way relieve the O&M Operator from discharging its other obligations under this Contract.

11.6. The total amount of liquidated damages payable by the O&M Operator on account of non-fulfillment of the Performance Guarantees as set out in Clause 11.2 to 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.

11.7. Owner may recover the liquidated damages payable by the O&M Operator along with the applicable GST from the Yearly Operating Fee payable by the Owner for the relevant Operating Year or from any other amounts due to it or which may subsequently become due to it under this Contract or any other contract.

11.8. 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.

12.0 **BONUS**

12.1 In case of excellent performance by the O&M Operator towards improvements in the Performance Guarantee parameters as specified in Clause 10.0 (Guaranteed Performance), the Owner shall pay Bonus to the O&M Operator in the following manner (the "**Bonus**"):

12.1.1 For every 1 (one) day decrease in the agreed Annual Shutdown period, the Owner shall pay as Bonus Rs. 5,00,000(Rupees Five hundred Thousand only) to the O&M Operator.

12.1.2 For every 0.25% (zero decimal two five percent) decrease in the Annual Plant Heat Rate, 0.5% (zero decimal five percent) of Yearly Operating Fee for the relevant Operating Year shall be paid as Bonus to the O&M Operator.

12.1.3 For every 2% (two percent) decrease in the Auxiliary Power Consumption, 0.25% (zero decimal two five percent) of Yearly Operating Fee for the relevant Operating Year shall be paid as Bonus to the O&M Operator.

12.1.4 For keeping the Plant Forced Outage below seven (7) days (cumulatively for two units) or part thereof reduction in an Operating Year, the Owner shall pay a Bonus of Rs 2,50,000/- per day on prorate basis to the O&M Operator.

12.2 The total amount of Bonus payable by the Owner on account of improvement of all the above-mentioned Performance Guarantees shall be limited to 10% (ten percent) of the Yearly Operating Fee for the relevant Operating Year. Any Bonus amount shall be payable for the relevant Operating Year only under the following conditions:

12.2.1 The Owner shall have net positive cash flow from operations during the relevant Operating Year, or

12.2.2 The Plant achieves Annual PLF more than 65% (Sixty Five Percent) during the relevant Operating Year.

13.0 **INSURANCE**

13.1 The insurances described below in Clause 13.3 shall be obtained and maintained by the O&M Operator and the insurances described below in Clause 13.2 shall be obtained and maintained by the Owner, with the assistance of the O&M Operator if so required.

13.2 **Owner's Insurance Obligation**

13.2.1 Without prejudice to its obligations under this Contract or otherwise under Applicable Law, the Owner, at its cost, shall arrange, secure and maintain the following insurance coverage for the Plant and its personnel during the Term:

13.2.1.1 industrial all risk/mega insurance policy for plant and machinery breakdown covering the full value of the Plant; and

13.2.1.2 third party liability insurance for an amount as deemed adequate in the opinion of the Owner for a plant having capacity similar to the capacity of the Plant and covering risks of damage to personnel and property.

13.2.2 The Owner shall, promptly after having procured any such policy or policies, provide O&M Operator with a certificate of insurance and shall notify O&M Operator in writing of any changes therein from time to time or, prior to so doing, of the cancellation of any such policy or policies.

13.2.3 In the event the O&M Operator does any work for damage rectification which is covered by insurance, then the deductibles which are applicable to such claim of the Owner (as approved by the insurance company) shall also be deducted from any payments to be made to the O&M Operator for carrying out such damage rectification.

13.2.4 Owner's insurance policies shall include a waiver of subrogation endorsement in favour of O&M Operator.

13.3 **O&M Operator's Insurance Obligation**

13.3.1 Without prejudice to its obligations under this Contract or otherwise under Applicable Law, the O&M Operator, at its cost, shall arrange, secure and maintain all such insurance, except those listed in Clause 13.2, as may be required in connection with the performance of the Services and obligatory in terms of Applicable Law or as per Prudent Utility Practices to protect its interest and interests of the Owner against all perils relating to operating and maintaining the Plant. The O&M Operator shall *inter alia* arrange, secure and maintain the following insurance policies:

13.3.1.1 **Workmen's Compensation Insurance**

13.3.1.1.1 This insurance policy shall protect the O&M Operator against all claims applicable under the Workmen's Compensation Act, 1923. This insurance policy shall also cover the O&M Operator against claims for injury, disability, disease or death of its (and/or its Subcontractor's) employees, which, for any reason, are not covered under the Workmen's Compensation Act, 1923. This insurance policy shall cover liability for such minimum amounts which shall not be less than:

a. Workmen's compensation: As per statutory provisions.

b. Employee's liability: As per statutory provisions.

13.3.1.2 **Comprehensive Automobile Insurance**

13.3.1.2.1 This insurance policy shall be in such a form to protect the O&M Operator against all claims for injuries, disability, disease and death to members of public including the employees of the Owner and damage to the property of others arising from the use of motor vehicles during, on or off the Plant operations, irrespective of the ownership of such vehicles. This insurance policy shall cover liability for the following minimum amounts subject to the Motor Vehicles Act, 1988:

a. Fatal Injury: Rs. 1,000,000 (Rupees One Million only) each Person & Rs 10,000,000 (Rupees Ten Million only) each occurrence.

b. Property Damage: Rs. 10,000,000 (Rupees Ten Million only) each occurrence.

13.3.1.3 **Comprehensive General Liability Insurance**

This insurance policy shall protect the O&M Operator against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the O&M Operator,

its agents, its employees, its representatives and Subcontractors or from riots, strikes and civil commotion. This insurance policy shall also cover all the liabilities of the O&M Operator arising out of the Clause 14.0 (Indemnity) of this Contract. 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).

13.3.1.4 **Group Personnel Accident Policy**

13.3.1.4.1 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) or as may be prescribed under Applicable Law, whichever is higher. Further, the O&M Operator shall ensure that this insurance policy covers all of its Subcontractor's employees deployed at the Plant from time to time. It shall also ensure that the aggregate limit of liability under the policy for each year is not less than the full amount of compensation payable under the Applicable Law for all accidents that may occur in that year .

13.3.1.5 **Insurance of Consumables**

13.3.1.5.1 This comprehensive cargo and transport insurance policy shall protect the Consumables during the transportation of the same to the Site against all risks of loss or damage normally insurable including war, strikes, riots and civil commotion from the time Consumables are ready for being loaded on to the relevant means of transportation at the Loading Point until arrival at the Site (warehouse to warehouse insurance). The sum insured under such insurance policy must not be less than 110% (one hundred and ten percent) of the full replacement value of the Consumables transported including freight and insurance charges.

The policy conditions are expected to include:

(a) institute cargo clause (A);

(b) institute transit (A) clause;

(c) strike, riot and civil commotion clause;

(d) institute classification clause;

(e) termination of transit clause (terrorism);

(g) concealed damage clause 180 (one hundred and eighty) days;

(h) waiver of subrogation in favour of principal;

(i) cargo concealed damage 50/50 clause;

(j) loss payee clause in favour of the Owner; and

(k) payment on account clause.

13.3.1.5.2 The O&M Operator or its Subcontractors shall comply with all warranties stipulated by its insurers in the cargo transit policy.

13.3.1.5.3 The insurance shall commence from the time the Consumables are loaded on to the vehicle and/or provided to a carrier including during loading and shall be

effective up to the delivery of such component to the Site, so as to completely insure the Owner from any losses arising during transportation of any component of the Consumables.

13.3.1.5.4 Any replacement/repairs due to damage/loss to the Consumables, including tools and tackles, during transit shall be carried out by the O&M Operator at its own cost and expense. Such replacement/repairs will be undertaken by the O&M Operator irrespective of the raising of and/or settlement of such insurance claims in this regard. In the event of any damage during transit, raising and settlement of insurance claims (including follow-up with insurance company), shall be the sole responsibility of the O&M Operator, after obtaining a 'no objection certificate' from the Owner in this regard. The insurance claim towards such damage/loss shall be settled by the O&M Operator directly with the insurance company and the O&M Operator shall be the beneficiary of the settlement against all such insurance claims.

13.3.2 The hazards to be covered will pertain to all the Services and the areas where the O&M Operator and the O&M Operator Staff have to perform Services pursuant to this Contract.

13.3.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the O&M Operator to maintain all necessary insurance coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of this Contract and as per Prudent Utility Practices.

13.3.4 Any deductibles or claims under recovery from the insurance providers shall also be to the account of the O&M Operator.

13.3.5 The form and the limit of such insurance, together with the underwriter in each case should be acceptable to the Owner. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the Term shall be of the O&M Operator alone. The O&M Operator's failure in this regard shall not relieve it of any of its contractual responsibility and obligation. If the O&M Operator does not maintain the insurance coverage specified in this Clause 13.3, the Owner shall have right, but not the obligation, to provide for such insurance coverage at the O&M Operator's risk and cost.

13.3.6 At least 15 (fifteen) days prior to procuring the insurance policies, the O&M Operator shall submit to the Owner for its approval list of the insurance and reinsurance companies from which it intends to procure such policies.

13.3.7 The O&M Operator shall, promptly after having procured any such policy or policies, provide Owner with a certificate of insurance and shall notify Owner in writing of any changes therein from time to time or, prior to so doing, of the cancellation of any such policy or policies. O&M Operator shall provide evidence satisfactory to the Owner of payment of the premium under each of these policies.

13.3.8 The O&M Operator shall ensure that the insurances maintained by the O&M Operator shall contain a clause to the effect that the insurers have agreed to assign the rights to the Owner and its directors, officers, employees and agents and shall provide for 30 (thirty) days written notice to be given to Owner prior to any cancellation, non- renewal or material modification of such policies.

13.3.9 The O&M Operator shall ensure that all insurance policies to be taken out by the O&M Operator pursuant to this Clause 13.3 shall contain such terms, provisions and endorsements as may be required by the Lenders.

13.3.10 The insurance covers to be taken by O&M Operator shall be in the joint names of Owner, Lenders and O&M Operator. O&M Operator shall, however, be authorized to deal directly with insurance company or companies and shall be responsible in regard to maintenance of all insurance covers. 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 under such policies.

13.3.11 The O&M Operator shall ensure that the Owner and the Lenders, or any other Person designated by the Owner, is named as the first loss payee in all insurance contracts effected by the O&M Operator pursuant to this Clause 13.3.

13.3.12 The proceeds realized under claims for insurance policies effected pursuant to Clause 13.3.1.3, shall be utilized by the O&M Operator, for rectification of the damage caused to the Plant, subject to the right of the O&M Operator to appropriate any part of such proceeds towards the cost incurred by it, prior to receipt of such proceeds, in respect of the rectification of damage caused to the Plant. Provided that, this right of the O&M Operator shall be subject to the rights of the Owner and/or the Lenders as assignees or loss payees of the insurance policies.

13.3.13 Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the O&M Operator of its liabilities and obligations under this Contract and in particular from the O&M Operator's obligation to hold the Owner harmless in accordance with any indemnity provisions contained in this Contract.

14.0 INDEMNIFICATION

14.1 Indemnification by O&M Operator

14.1.1 O&M Operator agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("**Owner Indemnified Parties**"), from and against any and all Losses arising:

14.1.1.1 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;

14.1.1.2 From actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, consumables, equipment, methods, processes, designs or information furnished by O&M Operator or its Subcontractors in performance of the Services. Should any Supply of Consumables or Services provided by O&M Operator become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, O&M Operator shall, at the Owner's option, either procure for the Owner the right to continue using such consumables / services, replace same with equivalent, non-infringing consumables / services, or modify the consumables / services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance as provided by the infringing consumables / services;

14.1.1.3 From injury to or death of any Person (including employees of the Owner, O&M

Operator and O&M Operator's Subcontractors or any third party) or from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of O&M Operator or its Subcontractors. O&M Operator's indemnity obligations hereunder include claims and damages arising from non-delegable duties of the Owner or arising from use by O&M Operator of Plant, equipment, tools, scaffolding or facilities furnished to O&M Operator by the Owner; or

14.1.1.4 From present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the Plant and/or adjacent areas solely to the extent arising out of the gross negligence or Willful Misconduct of the O&M Operator, its Subcontractors or sub-vendors in the performance of the Services under this Contract; provided, however, that nothing contained herein shall be construed as requiring O&M Operator to take any corrective action with respect to any Hazardous Material in existence prior to the Effective Date.

14.1.2 O&M Operator's indemnity obligations shall apply regardless of whether the Owner Indemnified Party was concurrently negligent, whether actively or passively, excepting only where the Losses are caused solely by the negligence or Willful Misconduct of, or by defects in design furnished by the Owner Indemnified Party. O&M Operator's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Owner Indemnified Party for legal action to enforce O&M Operator's indemnity obligations.

14.1.3 With respect to claims by employees of O&M Operator or its Subcontractors on the Owner Indemnified Party, the indemnity obligations created under this Clause 14.1 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for O&M Operator, its Subcontractors or suppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations, and O&M Operator waives any limitation of liability or immunity arising from workers' compensation or such other acts or regulations.

14.1.4 The Owner shall be entitled to retain from payments otherwise due to O&M Operator such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within O&M Operator's indemnity obligations under this Clause 14.1, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.

14.1.5 O&M Operator acknowledges that specific payment has been incorporated into the Takeover Phase Fee and Yearly Operating Fee as legal consideration for O&M Operator's indemnity obligations as may be provided in this Contract.

14.2 **Indemnification by Owner**

14.2.1 Owner agrees to defend, indemnify and hold harmless the O&M Operator, its Affiliates, and all of their directors, officers, employees, agents and representatives ("**O&M Operator Indemnified Parties**") from and against any and all Losses arising out of or resulting from claims of third parties for any damage to or destruction of property of, or death of or bodily injury to, any Person due to any gross negligence or Willful Misconduct of the Owner in the course of performance of its obligations under this Contract; provided that the foregoing obligations shall not apply to the extent the O&M Operator Indemnified Parties are negligent or to the extent such Losses are caused by the acts of omission or commissions of the O&M Operator Indemnified Parties.

14.3 **Defense of Claims**

14.3.1 The indemnifying Party shall be entitled, at its option, and expense and with counsel of its selection, to assume and control the defense of any claim, action, suit or proceeding in respect of, resulting from, relating to or arising out of any matter for which it is obligated to indemnify the other Party hereunder, provided it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party in connection with the defense of such claim, action, suit or proceeding, prior to the assumption by the indemnifying Party of such defense.

14.3.2 Notwithstanding the provisions of Clause 14.3.1, unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the indemnified Party and assumes control of the defense of a claim, suit, action or proceeding in accordance with Clause 14.3.1, the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.

14.3.3 Neither Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other Party; provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party. Except where such consent is unreasonably withheld, if an indemnified Party settles or compromises any claim, action, suit or proceeding in respect of which it would otherwise be entitled to be indemnified by the other indemnifying Party without the prior written consent of the other indemnifying Party, the other indemnifying Party shall be excused from any obligation to indemnify the indemnified Party making such settlement or compromise in respect of such settlement or compromise.

14.3.4 Following the acknowledgment of the indemnification and the assumption of the defense by the indemnifying Party, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party.

14.4 In the event that the indemnity provisions in this Contract are contrary to the laws of India, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Law.

14.5 Provision of this Clause 14.0 shall survive termination or expiry of this Contract.

15.0 **LIMITATION OF LIABILITY**

15.1 Both Owner and O&M Operator understand and agree that there shall be absolutely no personal liability on the part of any of the members, shareholders, officers, employees, directors, agents, authorized representatives or Affiliates of the Owner or O&M Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder.

15.2 With the exception of those provisions of this Contract providing for the payment of liquidated damages, neither the O&M Operator nor the Owner shall be liable to the other as a result of any action or inaction under this Contract or otherwise for any special, indirect, incidental or consequential losses such as but not limited to

loss of profit, loss of revenue, loss of use of the Plant, loss of power, loss of opportunity, loss of goodwill, loss of contracts or cost of capital. It is hereby agreed that this limitation of liability shall not apply in respect of claims for which either Party is indemnified under Clause 14.0 (Indemnification) or covered by the insurance under Clause 13.0 (Insurance). Nothing in this Clause 15.0 shall reduce the O&M Operator's liability for liquidated damages in accordance with the provisions of this Contract and the Owner's liability for Bonus in accordance with the provisions of this Contract.

15.3 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, Willful Misconduct or liabilities arising out of liquidated damages provisions and indemnity provisions in this Contract.

15.4 The provisions of this Contract constitute O&M Operator's and Owner's exclusive liability, respectively, to each other, and O&M Operator's and Owner's exclusive remedy, respectively, to each other, with respect to the obligations under this Contract.

16.0 SUSPENSION OF SERVICES

16.1 Owner reserves the right, at its convenience, to suspend and reinstate performance of the whole or any part of the Services without invalidating the provisions of this Contract. Orders for suspension or reinstatement of the Services shall be issued to the O&M Operator in writing.

16.2 Upon receiving any such notice of suspension, O&M Operator shall promptly suspend further performance of the Services to the extent specified, and during the period of such suspension shall take proper care of and protect all equipment in the Plant, inventories in stores, supplies and equipment O&M Operator has with it for performance of the Services. Upon the request of the Owner, the O&M Operator shall promptly deliver to the Owner copies of outstanding Subcontracts of O&M Operator and shall take such action with respect to such Subcontracts as may be directed by the Owner. O&M Operator shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Owner may, at any time, withdraw the suspension of performance of the Services as to all or part of the suspended Services by written notice to the O&M Operator specifying the effective date and scope of withdrawal, and O&M Operator shall resume diligent performance of the Services for which the suspension is withdrawn on the specified effective date of withdrawal.

16.3 If such suspension continues for a continuous period of 180 (one hundred and eighty) days, at the end of such period, O&M Operator or Owner may, by a further 30 (thirty) days prior written notice, terminate the Contract and in such case Owner shall pay to the O&M Operator costs in accordance with Clause 44.7 as if such a termination was a termination under Clause 44.5.

17.0 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.]

17A [4]**PARENT UNDERTAKINGS AND PARENT COMPANY GUARANTEE**

As on the Effective Date, the Parent has provided the following undertakings to the Owner in relation to the O&M Operator's obligations under this Contract:

a. An undertaking that during the Term the Parent will ensure that the O&M Operator has adequate and skilled manpower and the necessary technical expertise to perform its obligations under this Contract and the Parent shall provide all the technical support and infuse sufficient Net Worth to the O&M Operator to perform its obligations under this Contract, a format of which is attached as Annexure 16 (Parent Undertaking); and
b. An undertaking that the Parent will not dilute its shareholding below 51% in the O&M Operator during the Term, a format of which is attached as Annexure 17 (Shareholding Undertaking).

As on the Effective Date, the Parent has provided the Parent Company Guarantee (Annexure 15) to the Owner, as security for the obligations of the O&M Operator (both payment and performance) under this Contract.

18.0 **APPLICABLE LABOUR LAWS**

18.1 The O&M Operator shall comply with all the rules and regulations under the Applicable Law during the performance of the Services under this Contract.

18.2 The O&M Operator shall comply with all Applicable Laws with respect to employment of labour (issued by the Central Government or the State Government as the case may be).

18.3 The O&M Operator shall *inter alia* comply with the provision of the the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020, the Occupational Safety, Health and Working Conditions Code, 2020, Employees Liability Act, 1938 or any modification thereof or a new legislation replacing one or more of the enactments mentioned herein or any other law relating thereto and rules made there under from time to time.

18.4 The O&M Operator shall obtain all Permits required under Applicable Law in connection with the O&M Operator Staff employed by it for performing the Services including but not limited to licenses required under the Code on Social Security, 2020, the Occupational Safety and Health and Working Conditions Code, 2020. All registration and statutory inspection costs and expenses (including payment of fees), if any, in respect of the performance of the Services pursuant to this Contract shall be to the account of the O&M Operator.

18.5 The O&M Operator shall pay to the labour, employed by it, either directly or through Subcontractors, wages in accordance with the provisions of the Code on Wages, 2019 and the Occupational Safety, Health and Working Conditions Code, 2020 as applicable in Tripura.

18.6 The O&M Operator shall cover contract labourers to be engaged by them during

[3] Relevant provision will be chosen depending on whether the Successful Bidder has relied on its Parent to meet the qualifications requirements.
[4] This provision would be required in case the Successful Bidder has relied on its Parent to meet the qualifications requirements.

the Term for the purpose of provident fund benefits as per rules under the Code on Social Security, 2020.

18.7 The O&M Operator shall submit to the Owner on the 10th (tenth) day of every month a return on the prescribed form for the payment of wages under the provisions of the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020 as prevalent in Tripura. Failure of the O&M Operator to submit such a form shall be considered as breach of this Contract.

18.8 If Owner as "Principal Employer" is held liable to pay contribution, etc. under any Applicable Law or court decision in respect of any O&M Operator Staff, then O&M Operator would reimburse the amount of contribution so paid by the Owner and in addition the O&M Operator shall keep the Owner fully indemnified in this regard.

18.9 In the event of the O&M Operator committing a default or breach of any of the provisions of the Applicable Law as mentioned in this Clause 18.0, as amended from time to time, or in furnishing any information or submitting or filling any form, register/slip under the provisions of such Applicable Law, the Owner shall be at liberty to take recourse to any action it may deem fit, under the circumstances, to protect its own interest. Further, all amounts as may become due for payment to the concerned authorities/agencies on account of such defaults or breach shall be settled by the Owner after recovering the same from the O&M Operator. The Owner shall be entitled to deduct such amounts from the Contract Price payable to the O&M Operator under this Contract.

19.0 PROJECT AGREEMENTS

19.1 Project Agreements means agreements signed by the Owner relating to operation, maintenance, overhauls of the Plant including but not limited to the following:

19.1.1 Gas Sales and Purchase Agreement;

19.1.2 Term Sheet having a delivery commencement date of February 11, 2026 executed between the Owner and ONGC Limited;

19.1.3 Power Purchase Agreements;

19.1.4 State Support Agreement;

19.1.5 EPC Contracts; and

19.1.6 LTSA.

19.2 Project Agreements shall also include amendment or replacement of above agreements or any additional agreements related to construction, operation, maintenance and overhauls of the Plant.

19.3 Owner shall administer Project Agreements with reasonable assistance from O&M Operator. O&M Operator shall co-operate in good faith with and assist the Owner in administering and complying with the Project Agreements and maximizing the benefits to be derived by the Owner there under.

19.4 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.

19.5 Any new or changed requirements contained in any amended, additional or replacement Project Agreement shall be incorporated by the O&M Operator into the O&M Plan & Procedures subject to the prior written approval of such changes to the O&M Plan & Procedures by the Owner. Such requirements shall be incorporated by the O&M Operator into the performance of the Services as promptly as practicable after the O&M Operator obtains notice thereof, but in any event no later than 30 (thirty) days thereafter, unless it can be reasonably demonstrated that a longer period is required for technical or other reasons beyond control of the O&M Operator.

19.6 This Clause 19.0 shall not be deemed to make O&M Operator a party to the Project Agreements or amendments/replacements thereof to which it is not a named party. This Clause 19.0 shall also not impose any obligation on the O&M Operator other than its obligations under this Contract.

20.0 SUBCONTRACTING

20.1.1 O&M Operator shall not sub-contract any work related to main plant equipment covered under this Contract and as specified under the Technical Specifications. Inspection, maintenance, overhauls and repair of all major equipment such as gas turbine generator transformers, steam turbine generator transformers, LCI (including its control system), UAT, reactors, ICT, station transformers, bus bar differential protection relay, battery charger, all HT motors, bus duct pressurization unit , Line Reactor, Bus Reactor , SCADA, Plant UPS , partial discharge monitoring system, HRSG, boiler feed pump, condensate extraction pump, circulating water pump, vacuum pump, hydraulic coupling and booster pump of HP BFP, SF6 Breaker, electro hydraulic actuators of governing system of steam turbine HP bypass and IP LP bypass system, Plant and non-plant area FDA system, CCTV system for Plant area, non-Plant area and boundary area, Instrument air compressor , air compressors of nitrogen plant, Complete Hydrogen Plant, Cooling Tower, EDG , Plant HVAC system, Max DNA (for complete plant), Mark VIe, historian and cyber security server including backup server for DCS and Mark VIe, PLC of DM plant , hydrogen plant, HVAC , Gas chromatograph, gas line mass flow meters , CEMS system , Gas line volume flow meter, CPCB server , TSPCB server etc. shall not be sub-contracted by the O&M Operator without the prior written consent of the Owner and shall be carried out in the presence of the OEMs for the relevant equipment. Save and except the major equipment manufactured by BHEL as set out in Annexure 7 of the Technical Specifications, the O&M Operator shall arrange for the presence of the OEMs while it is rendering these Services (of inspection, maintenance, overhauls and repair) to provide supervision at its own cost. Provided that only in case of equipment where BHEL is the OEM and it denies to provide supervision services to the O&M Operator in writing, then O&M operator may arrange for a retired BHEL expert to provide such supervision services at its sole cost. The O&M operator shall obtain the prior written approval from the Owner (Head O&M) approving the appointment of retired BHEL expert who would provide such supervision service prior to arranging and appointing him.

Without prejudice to the above, with respect to the BHEL manufactured major equipment as set out in Annexure 7 of the Technical Specifications including Steam Turbine including RLA and flow path audit, steam turbine generator, gas turbine generator, gas turbine generator, slip ring assembly machining & GBC along with Gearbox, GTG DAVR and STG DAVR, the Owner shall be responsible to issue a contract to BHEL for the provision of inspection, overhauling and maintenance services for such equipment. For the avoidance of any doubt, it is clarified the

Owner's obligation in this regard is limited to awarding such contract to BHEL and making payment for these services. All other responsibilities in respect of these services to be provided by BHEL including coordination with hired agencies for timely mobilization, monitoring of work, providing necessary support by providing all required tools & tackles, skilled and unskilled workmen, and taking all necessary action for ensuring satisfactory and timely completion of work shall be of the O&M Operator.

Provided that, for all other major equipment manufactured by OEMs, except the major equipment listed in Annexure 7 of the Technical Specifications, O&M Operator will appoint the relevant OEM's engineer along with required manpower with the prior written approval of the Owner to provide the supervision services, at its own cost. The O&M Operator will ensure that the OEM's engineer and the required manpower is present on Site to provide supervision services while the O&M Operator performs such Services at its own cost. O&M Operator shall remain responsible for the overall timely completion of the Services.

20.1.2 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, Hoists and Sewage Treatment Plant (STP) . 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.

20.1.3 The O&M Operator will undertake that servicing of 95/25 MT EOT crane of TG hall and 50MT EOT Crane before MI/HGPI/overhaul of Gas turbine, gas turbine generator, Steam turbine and Steam turbine generator by OEM as per Annual Maintenance Plan(AMP) is done and completed in each Operating Year prior to the Planned Shutdown of the relevant equipment. Further, the O&M Operator has to depute OEM personnel of 95/25 MT EOT crane of TG hall and 50MT EOT Crane during lifting and lowering of Gas turbine rotor, Gas turbine generator rotor, Steam LP-HP turbine rotor and Steam turbine generator rotor.

20.1.4 Consumables to be supplied under this Contract shall be procured by O&M Operator as per specification provided by OEM/EPC Contractor and preferably from source recommended by OEM/EPC Contractor (if any) and in each case approved by Owner.

20.1.5 The experience list of subcontractors under consideration by the O&M Operator

for this Contract shall be furnished to the Owner for approval, prior to entering into any Subcontracts. Such subcontracting shall not relieve the O&M Operator from any obligation, duty or responsibility under this Contract. Any subcontracting without prior written approval from the Owner, as per the preceding sentence, shall be void.

20.1.6 O&M Operator shall provide Owner with a copy of the proposed Subcontract (with price deleted) for Owner's review of the ordering specification and other terms and conditions thereof and it shall not execute any Subcontract until Owner has approved the terms thereof.

20.1.7 O&M Operator shall ensure that its Subcontractors shall comply fully with the terms of this Contract applicable to the portion of the Services performed by them. If any portion of the Services which has been Subcontracted by O&M Operator is not processed in accordance with this Contract, on request of the Owner, the Subcontractor shall be replaced at the earliest at no additional cost to the Owner and shall not be employed again for the performance of any part of the Services.

20.1.8 O&M Operator shall be solely responsible for the performance and co-operation of its Subcontractors.

20.1.9 O&M Operator shall include a provision in every Subcontract that it executes authorizing assignment of such Subcontract to Owner without requiring further consent from such Subcontractor.

20.1.10 Owner shall have the right from time to time to contact O&M Operator's Subcontractors to discuss progress of the portion of the Services subcontracted to them.

20.1.11 O&M Operator shall not be relieved of its responsibility for the Services by virtue of any Subcontracts it may execute regardless of Owner's acceptance of such Subcontract.

20.1.12 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.

20.1.13 O&M Operator shall be responsible to procure, manage and close all the work permits required in accordance with the Project Site requirements agreed between the Owner and the O&M Operator from the Owner/department of the O&M Operator for verification, supervision, job execution and coordination with the contractors appointed by the Owner or OEMs of the Owner to undertake a part of the Services or perform the obligations of the Owner herein.

21.0 LIEN

21.1 To the full extent permitted by Applicable Law, O&M Operator hereby waives and releases any and all rights of mechanic's / unpaid seller’s lien and similar rights for payment for services, labor, equipment or materials bought by the O&M Operator for performance of the obligations under this Contract and granted by law to Persons supplying consumables, equipment, goods and other things and/or Persons performing services and bringing things of value to improve or modify land or structures hereon, which O&M Operator may have against property belonging to the Owner.

21.2 O&M Operator shall at all times promptly pay for all services, materials, equipment and labour used by O&M Operator in the performance of the obligations under

this Contract and shall, to the fullest extent allowed by Applicable Law, at its expense keep all properties belonging to the Owner free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by O&M Operator or its employees, supplier or Subcontractors in the performance of the obligations under this Contract. If O&M Operator fails to release and discharge any lien or threatened lien against the property of the Owner arising out of performance of the obligations under this Contract within 7 (seven) days after receipt of written notice from the Owner to remove such claim of lien, the Owner may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and O&M Operator shall pay the Owner any and all costs and expenses of the Owner in discharging/releasing such lien, including reasonable attorneys' fees incurred by the Owner.

22.0 **FORCE MAJEURE**

22.1 Force majeure is herein defined as any cause which is beyond the reasonable control of the O&M Operator or the Owner, as the case may be, which the affected Party could not foresee or with a reasonable amount of due diligence could not have foreseen, which could not have been prevented or overcome by the affected Party through the exercise of reasonable skill or care, which does not result from the affected Party's negligence or the negligence of its agents, employees or Subcontractors, and which substantially affects the performance of the obligations under this Contract ("**Force Majeure**"), such as:

22.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, pandemic, epidemics, cyclone, lightning, storm, plague;

22.1.2 Lawful strikes and lawful lockouts and other generalized labour action occurring within India (excluding such events which are Site specific and attributable to O&M Operator);

22.1.3 Act of terrorism or sabotage, act of any Government Agency, including but not limited to war (whether declared or undeclared), invasion or armed conflict, revolution, riot, civil commotion, quarantines, embargoes, in each case occurring inside India or directly involving India;

22.1.4 Radioactive contamination or ionising radiation or chemical contamination originating from a source in India or resulting from another Force Majeure event;

22.1.5 Fire or explosion, except as may be attributable to the O&M Operator;

22.1.6 An act of God;

22.1.7 Any act, failure to act, restraint or regulation, of any Government Agency (excluding actions that constitute remedies or sanctions lawfully exercised as a result of breach by the affected Party of any Applicable Law which is not discriminatory in nature);

22.1.8 In case of the Owner, force majeure claimed by power purchaser as per PPA, Grid Code or by the System Operator or by the transmission utility; or

22.1.9 In case of the Owner, occurrence of a force majeure event under any of the Project Agreements;

provided either Party shall within 7 (seven) days from the occurrence of any such cause notify the other Party in writing.

22.2 For avoidance of doubt, it is clarified that lack of funds shall not be construed as an event of Force Majeure.

22.3 O&M Operator shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature and payments as stated under Clause 22.6 shall constitute the sole remedy of the O&M Operator for delays under this Clause.

22.4 Neither Party shall be considered to have defaulted in the performance of any of its obligations under this Contract, when and to the extent such failure of performance shall be due to a Force Majeure event.

22.5 **Obligation to cure Force Majeure Diligently**

22.5.1 If either Party claims an event of Force Majeure, then the Party claiming the event shall:

22.5.1.1 Provide prompt notice, and in any event within 7 (seven) days from the occurrence of such Force Majeure event, to the other Party of the occurrence of Force Majeure event, stating whether it claims relief under this Clause 22.0 by giving reasons of such event, expected duration of such event and probable impact of such event on the performance of its obligations hereunder;

22.5.1.2 Exercise all reasonable efforts to continue to perform its obligations hereunder;

22.5.1.3 Consult with the other Party, agree upon the action to be taken and expeditiously take action to correct or cure the event or condition excusing performance;

22.5.1.4 Exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests;

22.5.1.5 Furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstances; and

22.5.1.6 Provide prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

22.5.2 The affected Party shall not be obliged, when complying with its obligations under this Clause 22.5, to take any steps which would not be in accordance with Prudent Utility Practice or to take any steps beyond its reasonable control. The suspension of the obligations hereunder of the affected Party shall be of no greater scope and no longer duration than is reasonably necessitated by the Force Majeure event.

22.5.3 Notwithstanding anything contained herein to the contrary, during an event of Force Majeure, the O&M Operator shall take all reasonable measures to mitigate or limit the amount of Operating Costs for the duration of the Force Majeure event. The O&M Operator shall consult Owner with respect to its plans to mitigate or limit such Operating Costs and shall take such actions as are reasonably directed by the Owner.

22.6 **Payment to O&M Operator in Case of Force Majeure**

22.6.1 Notwithstanding the occurrence of the Force Majeure event, if the O&M Operator is able to perform the Services (and operate and maintain the Plant) in such a manner that the Plant is able to generate electrical power at 50% (fifty percent) or more of the Rated Capacity and for which electrical power the power purchaser is obliged to make payment under the PPA, then the O&M Operator shall be entitled

to receive the prevailing Operating Fee under this Contract.

22.6.2 If, as a result of the Force Majeure event the O&M Operator is unable to perform the Services or partly perform the Services (and operate and maintain the Plant) such that the Plant is either unable to generate electrical power or is able to generate electrical power at less than 50% (fifty percent) of the Rated Capacity (for which electrical power the power purchaser is obliged to make payment under the PPA), then the O&M Operator shall be entitled to receive 50% (fifty percent) of the prevailing Operating Fee under this Contract for a period limited to 90 (ninety) days provided always that the Owner shall be entitled to terminate this Contract at any time after such 90 (ninety) day period in accordance with Clause 44.3.1.

22.7 **Effect of Continued Force Majeure Event**

22.7.1 Notwithstanding anything to the contrary contained in this Contract, the O&M Operator shall be entitled to relief for Force Majeure as provided for in this Clause
22.0 only:

22.7.1.1 if such relief is granted to the Owner under each of the PPAs; and

22.7.1.2 subject further to the extent of such relief granted to the Owner under each of the PPAs.

22.8 So long as the affected Party has at all times since the occurrence of the Force Majeure event complied with the obligations of Clause 22.5 and continues to so comply then, the affected Party shall not be liable for any failure or delay in performing its obligations (other than an obligation to make a payment) under or pursuant to this Contract during the existence of a Force Majeure event; provided, however, that no relief shall be granted to the affected Party pursuant to this Clause 22.8 to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure event not occurred.

22.9 If the performance of this Contract is prevented, hindered or delayed for a continuous period of 180 (one hundred eighty) days from the beginning of a Force Majeure event or for an aggregate period of more than 270 (two hundred seventy) days during the Term, due to a Force Majeure event, then the Parties shall mutually decide further course of action. If mutual settlement cannot be arrived at within 30 (thirty) days, either Party shall have the right to terminate this Contract in accordance with Clause 44.3.2.

23.0 **REPRESENTATIONS AND WARRANTIES**

23.1 The O&M Operator represents and warrant that:

23.1.1 The O&M Operator is a company duly organized, validly existing and in good standing under the jurisdiction of its incorporation. The O&M Operator has full power, authority and legal right to execute and deliver and perform its obligations under this Contract. This Contract has been duly executed by its legal representative and constitutes a legal, valid and binding obligation of the O&M Operator, enforceable in accordance with its terms except to the extent that such enforcement may be limited by any Bankruptcy Event, agreement of creditors, insolvency, moratorium or similar laws affecting generally the enforcement of lenders rights;

23.1.2 The execution and delivery of, and performance by, the O&M Operator of its

obligations under this Contract are not in violation of, or in conflict with, any provision of the O&M Operator's organizational or authorizing documents, and do not constitute a default under any contracts, agreements or other instruments to which the O&M Operator is a party or by which it is bound, and are not in violation of, or in conflict with, any term or provision of any law applicable to it;

23.1.3 The O&M Operator is not in default under any loan agreement, mortgage, deed of trust, indenture executed by it or any other agreement evidencing indebtedness to which it is a party or by which it or its property is bound or affected to the lenders;

23.1.4 There is no legal action, suit, proceeding, inquiry or investigation against the O&M Operator before or by any Government Agency or such other relevant authority as per laws applicable to it, of which the O&M Operator has received legal notice or of which it has otherwise become aware, that could adversely affect its ability to comply with its obligations under this Contract;

23.1.5 The O&M Operator has reviewed or examined and has the requisite knowledge and understanding with respect to the Site, the Technical Specifications, the Plant specifications and technical information set out in the EPC Contracts including its obligations under this Contract, Directives, Dispatch Procedures and the rules of the applicable electricity transmission supply system in effect as of the Effective Date, and all other factors and conditions affecting the performance of the O&M Operator's obligations under this Contract (including labour conditions in India) and accepts the same and agrees that the Site, the battery limits and such specifications, information, requirements, obligations, rules and procedures are satisfactory and will not prevent or impair or have any adverse effect on the performance by the O&M Operator of its obligations under this Contract;

23.1.6 It is fully experienced and properly qualified to perform its obligations provided for herein, and that it is properly equipped, organized and financed to perform such Services;

23.1.7 It is properly licensed and qualified to do business in all governmental jurisdictions in which the Services are to be performed. Upon written request by Owner, O&M Operator shall furnish to them such evidence as Owner may require relating to the O&M Operator's ability to fully perform the obligations under this Contract; and

23.1.8 The O&M Operator has reviewed and has the requisite knowledge and understanding with respect to each of the Project Agreements and is capable of performing all the Services in accordance with the terms hereof and the relevant terms of each of the Project Agreements.

23.2 The Owner represents and warrant that:

23.2.1 The Owner is a Company duly organized, validly existing under Applicable Laws. The Owner has full power, authority and legal right to execute and deliver and perform its obligations under this Contract. This Contract has been duly executed by its legal representative and constitutes a legal, valid and binding obligation of the Owner, enforceable in accordance with its terms except to the extent that such enforcement may be limited by any Bankruptcy Event, agreement of creditors, insolvency, moratorium or similar laws affecting generally the enforcement of Lender's rights;

23.2.2 The execution and delivery of, and performance by the Owner of its obligations under this Contract are not in violation of, or in conflict with, any provision of the

Owner's organizational or authorizing documents, and do not constitute a default under any contracts, agreements or other instruments to which the Owner is a party or by which it is bound, and are not in violation of, or in conflict with, any term or provision of any Applicable Law;

23.2.3 The Owner is not in default under any Loan Agreement, mortgage, deed of trust, indenture executed in relation to any Loan Agreement or any other agreement evidencing indebtedness to which it is a party or by which it or its property is bound or affected to the Lenders;

23.2.4 There is no legal action, suit, proceeding, inquiry or investigation against the Owner before or by any Government Agency of which the Owner has received legal notice and which adversely affects its ability to comply with its obligations under this Contract.

24.0 WARRANTY AND WARRANTY PERIOD

24.1 The O&M Operator hereby warrants to the Owner that the Services shall be performed and Consumables shall be supplied 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**"):

24.1.1 using the skill, care and diligence to be expected of appropriately qualified and experienced professional engineers with experience in rendering services of a type, nature and complexity similar to the Services in the independent power generation industry;

24.1.2 using the standards of all workmanship and fabrication which conform in all respects to the standards specified under the Technical Specifications;

24.1.3 services shall be first-class in every particular aspect and free from defects and deficiencies in workmanship;

24.1.4 consumables shall be new, merchantable, of the most suitable grade and fit for their intended purposes; and

24.1.5 performance of the Services and supply of Consumables shall be such that the Plant shall meet all safety, operability and performance criteria as specified in this Contract; and

24.1.6 using means, methods and techniques required for the performance of the Services which are appropriate for the conditions and materials involved.

24.2 O&M Operator's shall be liable for defects in workmanship of the Services provided by it and/or Consumables supplied by it for a period of 12 (twelve) months after the date of expiry of: (i) Term of this Contract; or (ii) termination of this Contract in accordance with the terms hereof, whichever is earlier (the "**Warranty Period**").

24.3 Without limitation of any other rights or remedies of the Owner, if any defect in the Services provided and/or Consumables supplied under this Contract in violation of the foregoing warranties arises within the Warranty Period, O&M Operator shall, upon receipt of written notice of such defect, at no cost to the Owner, promptly re-perform such non-conforming portion of the Services and/or promptly furnish design and engineering, labour, equipment and materials necessary to correct such

defect and cause the Services to comply fully with the foregoing warranties and/or promptly furnish replacement Consumables or parts thereof necessary to correct such defect or repair /modify the defective Consumables, so as to meet the specification.

24.4 If any replacement, repair or modification is of such a character which may affect the subsequent performance of the Services or any part thereof in accordance with the Performance Guarantees, Owner may within 30 (thirty) days after such replacement, repair or modification give to the O&M Operator notice requiring that such further tests be conducted in respect of the relevant part as may be necessary to demonstrate the adequacy and efficacy of the replacement, repair or modification.

24.5 In case of a re-performance of Service and/or furnishing of labor, equipment and materials by the O&M Operator pursuant to Clause 24.3 to correct defects, then such re-performance shall be warranted by 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 re-performance of such Services or date of completion of the correction.

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, 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.

24.7 In the event O&M Operator shall have been notified of any defects in the Services in violation of O&M Operator's foregoing warranties and shall fail to promptly and adequately correct such defects, Owner shall have the right to correct or to have such defects corrected at the account of O&M Operator, and O&M Operator shall promptly pay to the Owner the costs incurred in correcting such defects.

24.8 The acceptance of the Services/Consumables by the Owner shall in no way relieve the O&M Operator of its obligation under this Clause.

24.9 In respect of goods supplied by the Subcontractors to the O&M Operator where a longer warranty (more than 12 (twelve) months) is provided by Subcontractors, the Owner shall be entitled to the benefit of such longer warranty period.

24.10 O&M Operator shall include, as a minimum, the foregoing Warranty requirements in any Subcontract that it places.

24.11 The O&M Operator shall be responsible for payment of all costs, taxes (including all indirect taxes) and duties incurred in the course of performance of its obligations under this Clause 24.0.

25.0 PERFORMANCE BANK GUARANTEE

25.1 The O&M Operator shall, within 15 (fifteen) days of the Effective Date, provide to the Owner an unconditional and irrevocable performance bank guarantee of an amount equivalent to 10% (ten percent) of the Contract Price for due performance of its obligations under this Contract for due performance of its obligations under this Contract, with an initial validity of up to 90 (ninety) Days beyond the Warranty

Period, a format of which is attached as Annexure 4 (Form of Performance Bank Guarantee) ("**Performance Bank Guarantee**").In case the Parties agree to extend the Contract for the Renewed Term, the Performance Bank Guarantee shall be extended for the Renewed Term.

25.2 If, at the time of discharge of Performance Bank Guarantee, the Warranty Period has been extended on any part of the Services, pursuant to Clause 24.5, 24.6 or if a dispute has been referred for resolution pursuant to Clause 46.0 (Settlement of Disputes), the O&M Operator shall, on or before 21 (twenty one) days before the expiry of the Performance Bank Guarantee, issue an extension of the existing Performance Bank Guarantee or issue a separate security in the form of an unconditional and irrevocable bank guarantee for an amount proportionate to the Contract Price for such part, valid till the extended Warranty Period pursuant to Clause 24.5, 24.6 or until final resolution of the dispute and payment of any amount due as a result thereof, as the case may be.

25.3 The Performance Bank Guarantee to be submitted by O&M Operator shall be from an Acceptable Bank and in the form acceptable to the Owner and as prescribed under Annexure 4 (Form of Performance Bank Guarantee).

25.4 The O&M Operator acknowledges and agrees that the Performance Bank Guarantee shall be held by the Owner as security for the satisfactory completion of the obligations of the O&M Operator in accordance with this Contract, including recovery of any amounts due to the Owner from the O&M Operator. The Owner shall have the unconditional option under the Performance Bank Guarantee to invoke and encash the same and shall be entitled to recover from the Performance Bank Guarantee, any amounts which may become due to the Owner from the O&M Operator.

25.5 In the event the credit rating of the Acceptable Bank which has provided the Performance Bank Guarantee falls below AA+ by Credit Rating and Information Services India Limited or below AA by ICRA Limited or below AA+ by Credit Analysis and Research Limited or below BBB by Fitch Ratings, then the O&M Operator shall provide a fresh Performance Bank Guarantee from an Acceptable Bank which has a credit rating equal to or higher than the credit ratings mentioned in this Clause 25.5.

26.0 FIELD QUALITY ASSURANCE AND INSPECTIONS

26.1 To ensure the conformance of the Services, whether performed at the Site, by O&M Operator or by its Subcontractors, with the provisions of this Contract, O&M Operator shall adopt, as well as ensure adoption by its Subcontractor, suitable Field Quality Program. Such Field Quality Program shall inter alia cover the following:

26.1.1 The O&M Operator's organization structure for the management and implementation of the proposed Field Quality Program;

26.1.2 The design and documentation control system;

26.1.3 The procedure for purchase and vendor selection including vendor analysis, source inspection, inspection of incoming raw materials, verification of purchased materials etc.;

26.1.4 The system for shop manufacturing including process control;

26.1.5 The system for control of non-conforming items and corrective actions;

26.1.6 The procedures for inspection and testing;

26.1.7 The system for indication and appraisal of inspection status;

26.1.8 The system for control of calibration and testing of measuring and testing equipment;

26.1.9 The system for quality audits;

26.1.10 The system for maintenance of records; and

26.1.11 The system for packing and forwarding including transportation (where called for).

26.2 The Field Quality Program, proposed for adoption by the O&M Operator, shall be submitted for the review and approval of the Owner, within 30 (thirty) days of the Effective Date. Owner may, where it deems fit, indicate customer hold points (CHPs) during the various stages/process of Services, beyond which work shall not proceed at the Plant, without the specific clearance of the Owner. The approved Field Quality Program shall form part of this Contract and shall be strictly adhered to.

26.3 The Owner or its representative(s) shall have the right to inspect and/or to test the Services to check their conformity with the provisions of this Contract. The Field Quality Program shall *inter alia* specify the required inspections and tests, the procedures involved and the place where such inspections and tests shall be conducted. Nothing in this Clause 26.0 shall, in any way, release the O&M Operator from any of its Warranty or other obligations under this Contract.

26.4 In case of stage inspection, the O&M Operator shall proceed from one stage to another only after the component is inspected by the Owner or their representative(s) and permission given to proceed further. The procedure shall be adopted for any rectifications/repairs suggested by the Owner or their representative(s).

26.5 O&M Operator shall also be responsible for monitoring each Subcontractor's compliance with the Field Quality Program. The Owner shall have the right to conduct audits of the O&M Operator's Field Quality Program.

27.0 CONSUMABLES AND SPARE PARTS

27.1 O&M Operator shall supply Consumables required from time to time for operation and maintenance of the Plant, which will be consumed during operation and maintenance 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.

27.2 The O&M Operator's obligations include procurement, packaging, supply and delivery of the Consumables in accordance with the terms and conditions of this Contract and in accordance with Prudent Utility Practice. The procurement and supply of the Consumables shall be in sequence, using due care and diligence and in timely manner so as to comply with Annual Operating Plan & Budget, the Inventory Management and Procurement Procedure and the O&M Plan & Procedure.

27.3 O&M Operator shall procure and ensure availability of Consumables ahead of start of Operational Phase, but no later than 2 (two) weeks prior to the start of Operational Phase, which are required for uninterrupted, smooth and trouble free

operation and maintenance of the Plant.

27.4 O&M Operator shall procure and supply all Consumables as per specification provided by OEM/EPC Contractor and preferably from source recommended by OEM/EPC Contractor (if any) and in each case approved by Owner.

27.5 O&M Operator shall prepare storage system for receiving all Spare Parts and Consumables and maintain their records in electronic form (Spare Parts in SAP) and in book form. O&M Operator shall take in its custody, store, and preserve all Spare Parts and special tools & tackles available with Owner and reconciliation of 'spare parts' in accordance with the Prudent Utility Practices.

27.6 O&M Operator shall be responsible to conduct all the tests it is required to conduct as part of the scope of its Services herein and under the Technical Specifications. While performing such tests using the special testing equipment owned by the Owner including but not limited to relay testing kit, Tan Delta kit, Cable fault locator kit, SF6 gas handling kit, 6KL transformer oil filtration machine if any defect arises in such equipment, then the O&M Operator shall repair or rectify such defects or replace the defective testing equipment at its sole cost and expense. If the O&M Operator fails/delay/denies to perform duties as mentioned in the scope of Services, OTPC shall perform such tests or rectify the defective equipment on behalf of O&M Operator and shall back charge the actual invoice amount incurred by it to them as per Clause 30.0 of this Contract. If any testing equipment and 6 KL Transformer oil filtration machine is not available or not in working condition for the required tests to be conducted in accordance with this Agreement, then the O&M Operator shall arrange such equipment and filtration machine at no additional cost to the Owner.

27.7 O&M Operator shall recommend list of Spare Parts to be procured for 2 (two) years trouble free operation and maintenance of the Plant based on review of list of Spare Parts available with the Owner and based on location of Plant and supply logistics to the Site. Detailed procurement specification of recommended Spare Parts shall be provided by O&M Operator and if required by Owner, technical evaluation of quotations for such Spare Parts shall be done by O&M Operator.

27.8 Owner shall procure at its cost and provide to O&M Operator, Spare Parts as per approved Annual Operating Plan & Budget required for uninterrupted, smooth and trouble free operation and maintenance of the Plant. Owner shall procure Spare Parts based on requisition for Spare Parts made by O&M Operator through SAP as per the Annual Operating Plant & Budget. O&M Operator shall be responsible for timely requisition of Consumables and Spare Parts keeping in mind the purchase requisition approval time, purchase order processing time and lead time for manufacturing and delivery of the Consumables and Spare Parts. In any event, the O&M Operator shall submit on a quarterly basis a report on the inventory list/status of the Spare Parts and Consumables as more particularly detailed in Annexure 13 hereto. Any emergency requirement of Spare Parts, not mentioned in approved Annual Operating Plan & Budget, but anticipated as required based on inventory level and Plant condition shall also be requisitioned, with approval of Owner, in order to enable the Owner to timely procure such Spare Parts. For such additional Spare Parts not forming part of approved Annual Operating Plan & Budget, O&M Operator shall submit justification for requisitioning it. 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.

27.9 O&M Operator shall be responsible for inspection of all incoming materials (including Spare Parts and Consumables) required for Plant within seven days of material receipt at store before inducting them in stores inventory. Any rejected material shall not be included in inventory and shall be stored separately by O&M Operator as per material storage plan to be prepared by O&M Operator and to be approved by Owner. The O&M Operator shall complete the inspection of all incoming materials within the aforesaid period in all circumstances, and shall not delay such inspection for any reason whatsoever (including any overhaul or shutdown work being carried out at the Plant).

27.10 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;

27.11 O&M Operator shall prepare and implement duly approved by Owner a cost effective Inventory Management and Procurement Procedure to ensure that Spare Parts and Consumables required for Plant are properly stored, preserved and accounted for and that adequate stock is available at all times to support uninterrupted operation and maintenance of the Plant. Without prejudice to the preceding sentence, the Owner may develop its own inventory management and procurement manual and provide the same to the O&M Operator. In the event such inventory management and procurement manual is provided by the Owner to the O&M Operator at any time during the Term, then the O&M Operator shall comply with and implement such inventory management and procurement manual and such manual shall prevail over any Inventory Management and Procurement Procedure.

27.12 As part of Inventory Management and Procurement Procedure, O&M Operator shall codify all the materials required to be purchased and stocked. Inventory Management and Procurement Procedure shall also include standard purchase specification, suggested vendors, reorder level, minimum stock level, economic order quantity, lead time for procurement, etc., for all the materials to be procured.

27.13 O&M Operator shall fully assist Owner in technical discussions with vendor, vendor development, vendor evaluation, reverse engineering, alternative supplier development and other cost reduction measures.

28.0 MAINTENANCE TOOLS AND TACKLES

28.1 Owner is having special tools & tackles, for the effective maintenance and servicing of the major equipment of the Plant as mentioned under Annexure 6 of the Technical Specifications. However, all other tools, tackles, jigs, fixtures, instruments, appliances, material handling equipments, etc., in adequate numbers required for providing Services under this Contract shall be arranged by O&M Operator. Price for deploying these items is included in the Contract Price.

28.2 O&M Operator shall provide technician's tool box to all the operators and technicians including sufficient spark proof tools employed by it at Plant. These tool boxes shall contain all general tools required for regular operation and maintenance including all spanners/tools up to sizes 32 (thirty two) mm. Fabrication and supply of any jigs & fixtures required for operation, maintenance and testing is part of the Services and the price for providing such jigs and fixtures is included in the Contract Price.

28.3 Tools, tackles, appliances, and material handling equipment deployed by O&M Operator excluding all special tools, accessories, fixtures, instruments, etc. that are supplied by the Owner, shall remain property of O&M Operator and shall be taken back by O&M Operator after expiry or termination of this Contract.

28.4 In case where the Owner hands over the tools, tackles, equipment and other materials to the O&M Operator for executing the Contract, the O&M Operator shall, at the time of taking delivery of such materials, be required to execute an Indemnity Bond as per the format prescribed under Annexure 7 (Indemnity Bond) in favour of the Owner for keeping the tools, tackles, equipment and other materials in safe custody and to utilize the same exclusively for the purposes of this Contract. Value of Indemnity Bond to be furnished by the O&M Operator shall be decided by the Owner.

28.5 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.

29.0 CHANGE IN LAW AND CHANGE IN TAXES

29.1 Change in law

29.1.1 If after the Effective Date there is a Change in Law or a Change in Permit which is expected to result in the increase or decrease in the Contract Price by an amount of Rs. 3,000,000 (Rupees Three Million Only) or more during the Term, then either Party may request the other for a revision of the Contract Price in accordance with Clause 29.1.2, to reflect any such increase or decrease in costs. Such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the Contract Price.

For the avoidance of doubt, it is clarified that any revision to the Contract Price would be restricted to direct transactions between the Parties.

29.1.2 In case of a Change in Law or a Change in Permit affecting the Contract Price, the O&M Operator or the Owner, as the case may be, shall provide notice to the other, of such request, setting forth the proposed amount of, and the relevant details and calculations relating to, such increase or decrease in the Contract Price. Promptly upon, and in any event within 7 (seven) days of, the O&M Operator or the Owner, as the case may be, receiving such request (such date of receipt the "**Change in Law Request Date**"), the Parties shall discuss such proposed increase or decrease, in good faith and within 90 (ninety) days of the Change in Law Request Date, mutually agree upon a revised Contract Price.

29.1.3 If the Parties fail to agree upon a revision to the Contract Price, the matter shall be referred to a nationally recognized firm of auditors, mutually acceptable to the Parties. If the Parties cannot agree on a firm of auditors then, in the case of a disagreement relating to an increase in the Contract Price, Owner shall appoint a nationally recognized firm of auditors and in the case of a disagreement relating to a decrease in the Contract Price, the O&M Operator shall appoint a nationally recognized firm of auditors. The firm of auditors appointed under this Clause 29.1.3, shall within 90 (ninety) Days of such appointment, make a determination as to such proposed revision, which determination shall be binding on the Parties,

save in the event of fraud or mistake as to material fact. Any such revised Contract Price shall be effective for payments to be made under the immediately following invoices following the date that the Parties reach mutual agreement or the date of a determination of the firm of auditors, as the case may be.

29.2 **Change in Taxes**

29.2.1 If rates of any Direct Tax, applicable to the income of the O&M Operator, its Subcontractors (or their contractors) or their employees, are increased or decreased, or a new Direct Tax is introduced, or an existing Direct Tax ceases to have effect, then the same shall be to the account of the O&M Operator and the Owner shall not have any liability in this regard.

29.2.2 The rate of all Indirect Tax i.e., taxes, duties, levies, octroi, etc. payable and as mentioned under Part F of Annexure 2 (Contract Price) shall be as prevalent on [●]. In case of any statutory variation (upward or downward) in these taxes, duties, etc. or imposition of any new Indirect Taxes or withdrawal of existing Indirect Taxes under Applicable Law by any Government Agency during the Term of this Contract, the O&M Operator or the Owner, as the case may be, shall provide notice to the other, of such change in Indirect Taxes, setting forth the proposed amount of, and the relevant details and calculations relating to, such increase or decrease in the Contract Price along with relevant documentary evidence. Promptly upon, and in any event within 7 (seven) days of, the O&M Operator or the Owner, as the case may be, receiving such request (such date of receipt the "**Change in Tax Request Date**"), the Parties shall discuss such proposed increase or decrease, in good faith and within 90 (ninety) days of the Change in Tax Request Date, mutually agree upon a revised Contract Price.

For the avoidance of doubt, it is clarified that any revision to the Contract Price would be restricted to direct transactions between the Parties.

29.2.3 If the Parties fail to agree upon a revision to the Contract Price, the matter shall be referred to a nationally recognized firm of auditors, mutually acceptable to the Parties. If the Parties cannot agree on a firm of auditors then, in the case of a disagreement
relating to an increase in the Contract Price, Owner shall appoint a nationally recognized firm of auditors and in the case of a disagreement relating to a decrease in the Contract Price, the O&M Operator shall appoint a nationally recognized firm of auditors. The firm of auditors appointed under this Clause 29.2.3, shall within 90 (ninety) Days of such appointment, make a determination as to such proposed revision, which determination shall be binding on the Parties, save in the event of fraud or mistake as to material fact. Any such revised Contract Price shall be effective for payments to be made under the immediately following invoices following the date that the Parties reach mutual agreement or the date of a determination of the firm of auditors, as the case may be.

30.0 **BACKCHARGE**

30.1 A backcharge is a cost sustained by Owner and chargeable to O&M Operator for the Owner's performance of Services that is the responsibility of O&M Operator (**"Backcharge"**).

30.2 Without limitation and by way of example only, Backcharge may result from:

30.2.1 Services performed by the Owner, at O&M Operator's request, which are within O&M Operator's scope of Services under this Contract;

30.2.2 Costs sustained by the Owner as a result of O&M Operator's non-compliance with the provisions of this Contract or O&M Operator's act of omission or negligence; or

30.2.3 Costs incurred by the Owner to fix all defects, deficiencies or errors that may appear in the Services during the Warranty Period.

30.2.4 Costs incurred by the Owner for undertaking any work due to any default, omission, negligence, breach or failure of the O&M Operator in engaging third parties, procuring services, deploying manpower, utilizing materials or equipment, carrying out rectification, mitigation, replacement or restoration activities including but not limited to:

a. Non-deployment of manpower necessitating engagement of alternate manpower.
b. Failure to attend breakdowns requiring Owner/OEM/third party intervention.
c. Failure to perform Preventive Maintenance/Corrective Maintenance/Repair Maintenance leading Owner to execute the work.
d. Failure to rectify defects, punch points, audit observations, or warranty issues.
e. Failure to maintain statutory compliance resulting in Owner engaging consultants, agencies, or contractors.
f. Failure to maintain housekeeping, roads, drains, firefighting systems, township facilities, etc., requiring Owner intervention.
g. Emergency work carried out by Owner to protect personnel, plant, environment, or property.
h. Rework arising from defective workmanship.

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.

30.4 A Backcharge shall consist of:

30.4.1 Labor: at actual cost plus 25 % (twenty five percent) to cover payroll additives;

30.4.2 Materials: at actual supplier and freight invoice cost delivered to jobsite;

30.4.3 Equipment: at actual third-party rental cost or at Owner's equipment rental rates, whichever may be applicable;

30.4.4 Subcontracts: At actual cost;

30.4.5 All taxes, levies, duties and assessments attributable to the backcharge work; and

30.4.6 25% (twenty-five percent) shall be added to the foregoing for indirect costs, overhead, supervision and administration. Within 24 (twenty-four) hours after receipt of the Backcharge notice, O&M Operator shall fax back to the Owner a signed copy of the Backcharge notice, indicating either acceptance of the Backcharge or agreement to perform the described backcharge work within the indicated schedule period for performance, utilizing O&M Operator's supplied labor, material and equipment, as applicable.

30.5 O&M Operator will be required to sign the Backcharge notice before commencement of the backcharge work by the Owner or others. In the event

O&M Operator refuses to sign, Owner shall, at its option, proceed with the backcharge work and charge the Backcharge cost to O&M Operator's account. 30 (thirty) days after commencement of the backcharge work or on completion of the backcharge work, whichever occurs earlier, Owner will invoice O&M Operator for the incurred Backcharge cost and the O&M Operator shall forthwith pay the same.

30.6 Backcharge shall be recoverable in addition to and irrespective of whether the default entitling the Owner to claim Backcharge is also subject to Liquidated Damages, deductions or any other remedy under this Contract.

31.0 O&M OPERATOR TO INFORM ITSELF FULLY

31.1 O&M Operator shall be deemed to have carefully examined the Technical Specifications, the Site location, the Plant including documentation, drawings and specifications for the Services and supply of Consumables and fully acquainted itself with Site conditions, conditions of equipment, building & structures and all other conditions relevant to the Services, and its surroundings, including for the mobilization of resources to the Site and transportation of the equipment or materials required for the performance of this Contract. O&M Operator shall be deemed to have assumed the risk of such conditions and will, regardless of such conditions, expenses, and difficulty of performing the Services, or negligence of the Owner, if any, fully complete the Services and supply of Consumables for the Contract Price without further recourse to the Owner. Information on the Site, equipments and local conditions at such Site furnished by the Owner in specifications, drawings or otherwise is not guaranteed by the Owner and is furnished only for the convenience of the O&M Operator.

31.2 The O&M Operator acknowledges that the specifications and drawings provided by the Owner may not be complete in every detail. O&M Operator shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Owner. In the event the O&M Operator, in the performance of this Contract, encounters or comes across any conflict, error, omission or discrepancy in the drawings, specifications, instructions, in work done by any other contractor, or in Site conditions, the O&M Operator shall promptly notify Owner in writing and Owner shall issue written instructions to be followed in relation to such conflict, error, omission or discrepancy. If O&M Operator proceeds with the Services and supply of Consumables prior to receiving such instructions, then required corrections shall be at O&M Operator's expense.

32.0 DRAWINGS, DOCUMENTS, DATA AND REPORTS

32.1 Owner shall provide to the O&M Operator one copy of all technical, operational and other information in relation to the Services/Plant in the Owner's possession or under its control, including copies of all O&M Manuals, drawings and documents.

32.2 O&M Operator shall review O&M Manuals and as-built drawings and documents of the Plant and give written comments/recommendations on these drawings, documents and O&M Manuals wherever required or whenever asked by the Owner. Provided, however, that such comments would be in the nature of suggestions and there would be no obligation on the Owner to comply with such suggestions.

32.3 Drawings, technical documents and data prepared or developed by O&M Operator and furnished to the Owner in performance of the Services, shall be the property of the Owner and may be used by the Owner without restriction.

32.4 O&M Operator shall modify, update and maintain the Plant library and update drawings, O&M Manuals, O&M Plan & Procedures, Inventory Management and Procurement Procedure, etc. as and when required. Plant facilities/systems drawings shall be updated by O&M Operator regularly to reflect the changes to the Plant's "as built" configuration.

32.5 O&M Operator shall prepare and maintain operating logs, records and reports in a form acceptable to Owner documenting the details of operation & maintenance of the Plant and the Services being performed by the O&M Operator. O&M Operator shall also prepare and maintain logs, reports, and records required under any Applicable Laws, Project Agreements, Permits, etc.

32.6 Copies of all such reports which are required to be submitted to any Government Agency by O&M Operator or Owner, shall be prepared by O&M Operator and submitted to the Owner for the Owner's approval (which approval shall not be unreasonably withheld) prior to the submission to any Government Agency. As far as possible, O&M Operator shall submit such reports to the Owner not less than 10 (ten) days before they are due to be submitted to a Government Agency.

32.7 O&M Operator shall prepare and submit to the Owner Daily Reports, Monthly Reports and Annual reports relating to operation & maintenance of the Plant including environmental compliance records, maintenance, repair, operational data, fuel delivery/consumption data and any other information reasonably requested by Owner. Information included in these reports should be sufficient to form the basis for review by power purchasers of invoices and tariff adjustment by Government Agency. Without prejudice to the foregoing obligation of the O&M Operator to submit required information to the Owner, the minimum list of reports to be submitted by O&M Operator and their periodicity is as set out in Annexure 13 (Reports).

32.8 O&M Operator shall cause and ensure that its HR Head carries out an inspection/visit on the O&M Operator Staff atleast once each quarter and promptly, in any event within 15 days from the completion of such visit/inspection, submit a report *inter alia* on the qualification, competence, performance etc. of the O&M Operator Staff to the Owner ("**Quarterly HR Report**").

32.9 Upon completion of training exercise (as arranged/organized by the O&M Operator for *inter alia* improving the efficiency of the O&M Operator Staff), the O&M Operator shall submit a report of the training identifying *inter alia* key focus areas of training, value addition etc. to the Owner ("**Training Report**").

32.10 O&M Operator shall incorporate full name and logo of the Owner on all the documents reviewed, modified and/or prepared by them.

33.0 ACCESS TO SITE

Subject to security and safety requirements, reasonable access of the Plant at all times, as is necessary to perform the Services in accordance with the terms of this Contract, shall be provided to the O&M Operator. Limited access to the remaining area of the Site shall also be provided by the Owner to the O&M Operator, from time to time, as may be necessary for the performance of the Services by the O&M Operator in accordance with the terms of this Contract.

33.1 The Services shall be performed on 24 (twenty four) hours on a 3 (three) shift basis with emergency coverage as necessary. The O&M Operator shall ensure that the workers get reasonable facilities at the Plant for carrying out the Services.

33.2 In the execution of the Services, no Person other than the O&M Operator or its duly appointed representative, Subcontractor and workmen, shall be allowed to work at the Plant, except by the special permission, in writing of the Owner. O&M Operator shall be solely responsible for the performance and cooperation of its Subcontractors.

33.3 The Owner, the Owner's Engineer, the Owner's PMC and their respective agents/representative shall have at all times access to the Plant, the Site and any logs, records, documents, drawings, procedures and manuals related to the operation and maintenance of the Plant.

33.4 The power purchasers, the LTSA Contractor, the Lender's engineers, Insurers and their respective agents/representatives shall have access to the Plant as and to the extent permitted under PPA, LTSA, Loan Agreements, or Insurance Policy/Agreements respectively. They shall also have access to the Site and any logs, records, documents, drawings, procedures and manuals related to the operation and maintenance of the Plant as provided in PPA, LTSA and Loan Agreements, as the case may be.

33.5 During inspection or review of the Plant, the Owner, the Owner's Engineer, the Owner's PMC, power purchaser, LTSA Contractor, Lender's engineers, Insurers and their respective agents/representatives shall comply with Plant's security and safety rules and procedures as prescribed by the Owner. Such inspection and reviews shall be carried out in such manner that they do not interfere unreasonably with O&M Operator's Services.

33.6 The Owner may allow access to other visitors subject to prior intimation to O&M Operator in writing.

33.7 The Owner may allow access to other contractors for working in the Plant premises without interfering with the Services of O&M Operator.

34.0 FIRE PROTECTION

34.1 The O&M Operator shall at all times comply with the EHS Policy while performing the Services during the Term. Without prejudice to the obligation under the preceding sentence, the work procedures that are to be used during the performance of the Services shall be those which minimize fire hazards to the extent practicable. The O&M Operator shall ensure that combustible materials, combustible waste, rubbish and any Hazardous Material (not limited to the following: waste oil, all filters, insulation material , lead sheet , battery , tube lights , oil soaked cotton waste , e waste etc.) shall be collected and removed from the Plant and to be shifted to hazardous waste storage area as designated by the owner through proper handover records through store immediately at least once each day. Work area after maintenance shall be cleaned and all maintenance waste shall be dumped at the designated area. Fuel, oils and volatile or flammable materials shall be stored away from the equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Plant for any purpose unless otherwise specified. If any such material is received with any other equipment/material at the Plant, the same shall be removed and replaced with acceptable material before moving into the operating, maintenance or storage area.

34.2 The O&M Operator shall ensure that corrugated paper fabricated cartons, etc. will not be permitted in the Plant either for storage or for handling of materials. All such materials used shall be of water proof and flame resistant type. All other

materials such as working drawings, plans, etc. which are combustible but are essential for the Services to be performed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

34.3 The entire supervisory personnel and sufficient number of workers of the O&M Operator shall be trained for fire-fighting and shall be assigned specific fire protection duties. Adequate number of such trained personnel must be available at the Plant during the entire Term at all times.

34.4 The O&M Operator shall ensure that access to fire protection equipment placed at various locations in the Plant are easily accessible at all times.

34.5 O&M Operator shall employ adequate number of drivers, firemen, etc. to operate, maintain and repair 2 (two) numbers fire tenders (or any additional fire tender to be purchased by Owner without any extra cost to the Owner). Persons of age more than 58 years shall not be deployed for the position of fire supervisors, firemen and fire tender driver-cum-operators.

34.6 O&M Operator shall get the firefighting equipment including but not limited to SCABA set, DV, FEH/SH, and operate, maintain and hydro test the fire extinguisher including all its parts namely, PASS SOP sticker, anchoring, refilling and periodically testing and ensuring compliance as per required norms of Government Agency, Tariff Advisory Committee (TAC) and insurers.

35.0 SECURITY

35.1 Owner shall be responsible for security of Plant including for the RWIS. Owner shall prepare a security plan for the Plant and provide the same to the O&M Operator within 3 (three) months from the Effective Date]. The O&M Operator shall implement such security plan during the Term.

35.2 Owner shall deploy security personnel at Plant. Owner's representative shall be responsible for coordination with security team.

35.3 Owner shall install CCTV systems at various locations along the boundary wall and also at important locations in the Plant. O&M Operator shall be responsible for maintenance of CCTV system installed in the Plant including those along the boundary wall. CCTV control room shall be manned by security personnel deployed by the Owner.

35.4 For the safety of Plant, Owner shall install watch towers along the boundary wall. The maintenance of watch tower, boundary wall and fencing shall be done by O&M Operator and shall at all times be O&M Operator's responsibility.

35.5 O&M Operator shall ensure that all the employees engaged by O&M Operator and its Subcontractors follow all rules and regulations implemented by security team.

36.0 O&M OPERATOR'S AREA LIMITS

36.1 The Owner will mark-out the boundary limits of access roads, parking spaces, storage and operational areas for the O&M Operator and the O&M Operator shall not trespass the areas which are outside the boundary limits so marked out. The O&M Operator shall be responsible to ensure that none of the O&M Operator Staff move out of the areas marked out for its operations. In case of a need for the O&M Operator Staff to work in areas other than those marked out for it, written permission of the Owner shall be obtained before proceeding to work in such areas.

37.0 TRANSPORTATION, MATERIALS HANDLING AND STORAGE

37.1 Transportation

37.1.1 Responsibility

37.1.1.1 The O&M Operator shall be fully responsible for the transportation and insurance of the Consumables from the Loading Point to the Site, including for the payment of all transportation and handling costs and expenses.

37.1.1.2 It is acknowledged by the O&M Operator that the responsibilities for transportation set out in this Clause are included in the Contract Price.

37.1.2 Mode of Transport

The O&M Operator shall at its own risk and expense, transport the Consumables from the Loading Point to the Site by the mode of transport that the O&M Operator in its reasonable judgment considers most suitable. Unless otherwise provided in this Contract, the O&M Operator shall have the right to select any safe mode of transport operated by any Person to transport the Consumables to the Site. The O&M Operator shall ensure that such mode of transport is in full compliance with Applicable Laws.

37.1.3 Approvals

The O&M Operator shall be responsible for obtaining, if necessary, approvals from any Government Agency for transportation of the Consumables to the Site. The Owner shall use reasonable endeavours to assist the O&M Operator in obtaining such approvals, if requested by the O&M Operator.

37.2 The O&M Operator shall unload, receive, handle, store and use all materials including Consumables and Spare Parts provided to it pursuant to this Contract for the performance of Services in accordance with Prudent Utility Practice and standard of performance described in Clause 3.0 of Technical Specification and only for the intended purpose.

37.3 All the materials including Consumables arriving at the Plant shall be promptly received, unloaded, transported and stored in the storage spaces by the O&M Operator. Such materials and Consumables shall be used by the O&M Operator for performance of the Services under this Contract. O&M Operator shall store all the Consumables under their scope exclusively in a separate store other than the store specified for keeping 'spare parts'. For this purpose, Owner shall provide a covered clear storage space (without any rack system) measuring approximately 11 M X 14 M to O&M Operator for their use to store the Consumables.

37.4 The O&M Operator shall be responsible for examining all the consignments and notifying the Owner immediately of any damage, shortage, discrepancy, etc. This notification shall be for the purpose of Owner's information only. The O&M Operator shall submit to the Owner every week a report detailing all receipts during the week.

37.5 O&M Operator shall be solely responsible for any shortage or damage in handling and/or in storage and use of the materials at the Plant.

37.6 The O&M Operator shall maintain an accurate and exhaustive record detailing out the list of all materials including Consumables received by it for the purposes of use

in the Plant and shall keep such records open for the inspection of the Owner.

37.7 All materials including Consumables shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the materials without the specific written permission of the Owner. The materials and Consumable stored shall be properly protected to prevent damage either to the materials and Consumable or to the floor where they are stored. The materials and Consumables from the store shall be moved to the actual location at the appropriate time so as to avoid damage to such materials.

37.8 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and shall be periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion, bending, etc. due to prolonged storage.

37.9 All electrical equipment such as motors, etc. shall be tested for insulation resistance at least once in 3 (three) months from the date of receipt till the date of installation and a record of such measured insulation values shall be maintained by the O&M Operator. Such records shall be open for inspection by the Owner.

37.10 The O&M Operator shall ensure that all the packing materials and protection devices used for packing the equipments during transit and storage are removed before materials are installed and/or the Consumables are used.

37.11 All the materials including Consumables likely to deteriorate due to storage shall be thoroughly protected and stored in a suitable manner so as to prevent damage or deterioration in quality by storage.

37.12 All materials including Consumables stored in the open or dusty locations shall be covered with suitable weather-proof and flameproof covering material, wherever applicable.

37.13 If the materials belonging to the O&M Operator are stored in areas other than those earmarked for it, the Owner will have the right to get it moved to the area earmarked for the O&M Operator at the O&M Operator's cost.

37.14 The O&M Operator may store materials including Consumables, appropriate for storage in open, in open storage yard. However, Owner may direct the O&M Operator to move certain materials and Consumables which in its opinion will require indoor storage, to indoor storage areas (with or without air-conditioning facility, as per recommendations of the OEM) which the O&M Operator shall strictly comply with.

37.15 All Spares Parts which are to be supplied by the Owner shall also be promptly received, unloaded and transported and stored in the storage spaces by the O&M Operator. The O&M Operator shall be responsible for examining all the shipment and notifying the Owner immediately of any damage, shortage, discrepancy, etc. The O&M Operator shall maintain separately an accurate and exhaustive record detailing out the list of all materials received by it on behalf of Owner for the purpose of use in the Plant and shall keep such records open for the inspection by the Owner.

37.16 The O&M Operator shall also be responsible for 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 from

repair shop/such other delivery point as agreed with the Owner upon such repair.

38.0 **COOPERATION AND COORDINATION AT THE SITE**

38.1 O&M Operator shall co-operate with contractors and consultants appointed by the Owner and freely exchange with them such technical information as is necessary to perform the Services most efficiently and economically and to avoid unnecessary duplication of efforts. Owner shall be provided with a copy of all correspondence addressed by the O&M Operator to such other contractors and consultants of the Owner in respect of such exchange of technical information.

38.2 In case where the performance of the Services by the O&M Operator affects the operation of the Plant, such Services of the O&M Operator shall be scheduled to be performed only in the manner stipulated by the Owner and the same shall be acceptable at all times by the O&M Operator. The Owner may impose such restrictions on the facilities provided to the O&M Operator as it may think fit in the interest of the Owner and the O&M Operator shall strictly adhere to such restrictions and co-operate with the Owner.

38.3 The field activities of the contractors working at Plant will be coordinated by the Owner and the Owner's decision shall be final in resolving any dispute or conflict between the O&M Operator and other contractors of the Owner regarding scheduling and co- ordination of Services. Such decision by the Owner shall not be a cause for extra compensation for the O&M Operator.

38.4 The Parties expressly agree that the procedures in relation to implementation of the terms of this Contract shall be discussed mutually between the Parties forthwith after the Effective Date.

38.5 In case of any suggestion requested by the Owner to undertake any job as per the Plant requirements during running or preservation period the O&M Operator has to send acknowledgement of the receipt of the request letter or email from the Owner, within forty-eight (48) hours stating their action for execution of the requested work and undertake the job promptly. In case the affirmation for taking up the job is not received within one week from the request from the Owner; the job will be undertaken by Owner on Backcharge basis as per Clause No. 30.0 above.

38.6 **Meetings**

38.6.1 The Owner shall hold daily / weekly/ monthly / quarterly and annual meetings (or meetings at such shorter duration as it may deem necessary) of all contractors working at Plant, at a time and place to be designated by the Owner. The O&M Operator shall attend such meetings and take notes of discussions during the meeting and the decisions of the Owner and shall strictly adhere to those decisions in performing the Services.

38.6.2 In addition to the above meetings, the Owner may call for other meetings either with individual contractors or with selected number of contractors and in such a case the O&M Operator, if called, will also attend such meetings.

38.6.3 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.

38.6.4 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.

38.6.5 The O&M Operator shall prepare detailed minutes of all such meetings attended by it and provide the Owner such minutes for Owner's approval within 1 (one) day after the date of the meeting. Upon finalization and Owner's approval, all such minutes shall be preserved by the O&M Operator in a minutes book to be maintained by the O&M Operator at the Plant.

39.0 O&M OPERATOR'S MATERIALS BROUGHT ON TO PLANT

39.1 The O&M Operator shall bring to Plant all equipment, components, parts, materials, including materials handling equipment, tools and tackle for the purpose of performing the Services with prior written notice to the Owner. All such goods shall be used for the purpose of providing the Services only and shall not on any account be removed or taken away by the O&M Operator without the written permission of the Owner. The O&M Operator shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

39.2 After the completion of Term, the O&M Operator shall remove from the Site under the direction and with written permission of the Owner the materials brought by it for performing the Services which are not property of the Owner. If the O&M Operator fails to remove such materials, within 15 (fifteen) days of issue of a notice by the Owner to do so then the Owner shall have the liberty to dispose of such materials as detailed under Clause 39.1 above and credit the proceeds thereto to the account of the O&M Operator.

40.0 PROTECTION OF PLANT, PROPERTY AND PERSONNEL

40.1 The O&M Operator shall be responsible for any damage resulting from any act or omission of the O&M Operator or its Subcontractors. It shall also be responsible for protection of all Persons including members of public and employees of the Owner and the employees of other contractors and Subcontractors and all public and private properties in the vicinity of the Site including structures, buildings, other plants and equipment and utilities either above or below the ground.

40.2 The O&M Operator will ensure provision of necessary safety equipment as specified under the EHS Policy including but not limited to barriers, sign-boards, warning lights and alarms, etc., to provide adequate protection to Persons and property. The O&M Operator shall be responsible to give reasonable notice to the Owner and the owners of public or private properties and utilities when such properties and utilities are likely to get damaged or injured during the performance of the Services and shall make all necessary arrangements with such owners, in relation to removal and/or replacement or protection of such properties and utilities.

40.3 The Owner shall not be responsible or held liable for any damage to Person or property consequent upon the use, misuse or failure of any tools and equipments used by the O&M Operator Staff, even though such tools and equipments may be furnished, rented or loaned to the O&M Operator Staff. The acceptance and/or use of any such tools and equipments by O&M Operator Staff shall be construed to mean that the O&M Operator accepts all responsibility for and agrees to indemnify and hold the Owner harmless from any and all claims for damages resulting from use, misuse or failure of such tools and equipments.

40.4 O&M Operator shall be responsible during performance of the Services for protection of the Plant and/or the work which has been completed by other contractors of the Owner. Necessary care shall be taken by the O&M Operator to see that no damage to the work and/or the Plant is caused by it and/or the O&M

Operator Staff during the course of performance of the Services.

41.0 **SAFETY**

41.1 The O&M Operator shall at all times comply with the EHS Policy while performing the Services. In addition the O&M Operator shall ensure proper safety of all the workmen, materials, plant and equipment belonging to it or to the Owner or to others working at the Plant and RWIS. The O&M Operator shall also be responsible for provision of all safety notices, safety equipment and health, environment and safety signage/banners/posters required both under Applicable Law and any additionally required by the Owner.

41.2 O&M Operator has to submit the full body health checkup report along with fitness certificate from any reputed hospital (notified by the Owner) at the start of each Operating Year for each employee deployed at Site.

41.3 O&M Operator has to submit Form No. 31 A (as per Factory Act for medical fitness) for all the manpower deployed during the short shutdown or annual overhaul or Scheduled Outage.

41.4 The O&M Operator shall notify well in advance to the Owner of its intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such Hazardous Materials. The Owner shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the Services and the O&M Operator shall strictly adhere to and comply with such instructions. The Owner shall have the right, at its sole discretion, to inspect any such container or such plant/equipment for which material in the container is required to be used and if in its opinion, its use is not safe, it may forbid the use of such material contained in such container(s). No claim due to such prohibition shall be entertained by the Owner nor shall the Owner entertain any claim of the O&M Operator towards additional safety provisions/conditions to be provided for/constructed as per Owner's instructions. Further any such decision of Owner shall not, in any way, absolve the O&M Operator of its responsibilities and, in case, use of such a container or entry thereof into the Plant area is forbidden by Owner, the O&M Operator shall use alternative methods, with the approval of Owner, without any cost implication to the Owner.

41.5 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the O&M Operator shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down under Applicable Laws (such as Petroleum Act, 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India). All such storage shall be with prior written approval of the Owner. In case any approval is necessary from the Chief Inspector (Explosives) or any other Government Agency, the O&M Operator shall provide reasonable assistance to the Owner in obtaining the same.

41.6 All tools, tackles and equipments used in operation and maintenance of the Plant by the O&M Operator shall meet the prescribed Indian/international standards and where such standards do not exist, the O&M Operator shall ensure these to be absolutely safe/best industry standards. All equipment, tools, tackles and Plants shall be strictly operated and maintained by the O&M Operator in accordance with manufacturer's operation manual and safety instructions and as per procedures/guidelines/rules of the Owner in this regard.

41.7 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.

41.8 The O&M Operator shall be fully responsible for the safe storage of its and its Subcontractors radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE Rules in connection with use, storage and handling of such material will be taken by the O&M Operator.

41.9 The O&M Operator shall provide suitable safety equipment of prescribed standard including but not limited to PPEs, spark proof tools, arc suit, breathing apparatus etc. to all employees and workmen according to the need, as may be directed by Owner who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

41.10 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person strictly in accordance with the codes of practice/rules framed under Indian Explosives Act, 1948 pertaining to handling, storage and use of explosives.

41.11 The O&M Operator shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings as per IS standard shall be erected under the control and supervision of an experienced, certified and competent Person. The installed scaffolding shall be certified by the competent person and suitable tag for use to be installed before the use of the scaffolding. For erection, good and standard quality of material only shall be used by the O&M Operator.

41.12 The O&M Operator shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to other contractors under any circumstance, whatsoever, unless expressly permitted in writing by the Owner to handle such fuses, wiring or electrical equipment.

41.13 Before the O&M Operator connects any electrical appliance to any plug or socket belonging to the other contractor, it shall:

41.13.1 satisfy the Owner that the appliance is in good working condition;

41.13.2 inform the Owner of the maximum current rating, voltage and phases of the appliances; and

41.13.3 obtain permission of the Owner detailing the sockets to which the appliances may be connected.

41.14 The Owner will not grant permission to connect until it is satisfied that:

41.14.1 the appliance is in good condition and is fitted with a suitable plug; and

41.14.2 the appliance is fitted with a suitable cable having 2 (two) earth conductors, 1 (one) of which shall be an earthed metal sheath surrounding the cores.

41.15 No electric cable used by the other contractor/Owner will be disturbed without prior permission of the Owner. No weight of any description will be imposed on any cable and no ladder or similar equipment will be rested against or attached to it.

41.16 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the O&M Operator and a permit to work on it should be issued by the O&M Operator before any repair work is carried out. While working on electric lines/equipment, whether live or dead, suitable and sufficient quantity of tools shall be provided by the O&M Operator to electricians/workmen/officers.

41.17 The O&M Operator shall employ adequate number of qualified, licensed, full time electricians/electrical supervisors to maintain electrical installations, to the satisfaction of the Owner. O&M Operator shall have HT contractor's license to work in 400/132 Kv switchyard in accordance with the applicable Central Electricity Authority regulations.

41.18 The O&M Operator shall employ at least 1 (one) full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen. Such safety officer shall co-ordinate with the safety officer appointed by the Owner in respect of all matters relating to the safety of area and material at Site. In case of work being carried out through Subcontractors, the Subcontractor's workmen/employees will also be considered as the O&M Operator's employees/workmen for the above purpose. The name and address of such safety officer of the O&M Operator will be promptly informed in writing to the Owner before the O&M Operator commences Services at Plant or immediately after any change of the O&M Operator's safety officer is made during the Term.

41.19 In case any accident occurs during the performance of the Services, thereby causing any minor or major or fatal injury to O&M Operator's employees due to any reason, whatsoever, it shall be responsibility of the O&M Operator to promptly inform the same to the Owner, in prescribed form, and also to all the authorities envisaged under the Applicable Laws. First information report shall be submitted within 24 hours and detail report (RCA) shall be submitted within fourteen working days.

41.20 The Owner shall have the right, at its sole discretion, to stop the work, if in its opinion the work is being carried out in such a way that it may cause accidents and/or endanger the safety of the Person(s) and/or property and/or equipment. In such cases, the O&M Operator shall be informed in writing about the nature of hazards and possible injury/accident and it shall comply to remove the shortcomings promptly. The O&M Operator after stopping the specific work may, if necessary, appeal against the order of stoppage of work to the Owner within 3 (three) days of such stoppage of work and decision of the Owner in this respect shall be conclusive and binding on the O&M Operator.

41.21 The O&M Operator shall not be entitled to any damages/compensation for stoppage of work due to safety reasons as provided in Clause 41.20 above.

41.22 The O&M Operator shall follow and comply with all safety rules, prescribed by the Owner, relevant provisions of Applicable Laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between the statutory requirements and the prescribed safety rules referred above, the more stringent provisions shall be applicable and binding upon the O&M Operator.

41.23 The O&M Operator acknowledges that providing a safe working environment at

the Plant is a material requirement of the EHS Policy and this Contract. If the O&M Operator fails in providing safe working environment as per the provisions of Clause 41.22 above or continues the work even after being instructed to stop work by the Owner as provided in Clause 41.20 above, then it would be a breach of the EHS Policy and this Contract. In case of such a breach, the O&M Operator shall promptly pay to the Owner, on demand, compensation at the rate of Rs. 50,000/- (Rupees fifty thousand only) per day or part thereof till the instructions are complied with and so certified by the Owner. However, in case of accident taking place causing injury, to any individual, the provisions contained in Clause 41.24 shall also apply in addition to compensation mentioned in this Clause 41.23.

41.24 The O&M Operator acknowledges that having a zero fatality rate at the Plant is important for the Owner and a material requirement of the EHS Policy. If the O&M Operator does not take all safety precautions and/or fails to comply with the EHS Policy, the prescribed safety rules or Applicable Laws for the safety of the equipment and plant and for the safety of personnel and the O&M Operator does not prevent hazardous conditions which cause injury to its own employees or employees of other contractors, or employees of the Owner or any other Person who may be present at Plant or adjacent thereto, the O&M Operator shall be responsible for payment of compensation to the Owner as per the following schedule:

a.	Fatal injury or accident causing death	Rs. 1,000,000/- (Rupees One Million Only) per Person.	These are applicable death/injury to any Person whatsoever.
b.	Major injuries or accident for causing 25% (twenty five percent) or more permanent disablement to workmen or employees	Rs. 250,000/- (Rupee Two Hundred Fifty Thousand only) per Person.	These are applicable death/injury to any Person whatsoever.

Permanent disability shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act, 1923 and rules framed there under or any other Applicable Laws as applicable from time to time. In case the Owner is made to pay such compensation then the O&M Operator shall be liable to pay to the Owner such amount in addition to the compensation indicated above.

The amounts paid to the Owner by the O&M Operator pursuant to Clause 41.23 and/or Clause 41.24 shall be deposited by the Owner in a labour welfare fund which will be utilized by the Owner for the welfare of the labour.

41.25 **Safety Code**

41.25.1 The O&M Operator shall, at its own expense, arrange for the minimum safety provisions listed in Annexure 8 (Safety Code) to this Contract or as required by the Owner, in respect of all labour directly or indirectly employed for performance of the Services and shall provide all facilities in connection therewith. In case the O&M Operator fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the O&M Operator.

41.25.2 All the vehicles deployed by the O&M Operator at the Plant, for any purpose whatsoever, shall comply with rules and regulations set by the Owner in respect

of safety including speed limit, safety belt, fitness certification etc.

41.26 O&M Operator shall not, under any circumstances apply to or enter into negotiations with any Government Agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Contract, or to the performance of Services, without Owner's prior written approval.

41.27 The O&M Operator shall, at its own expense, arrange required quantity of oil & chemical absorbents. These oil and chemical absorbents shall be deployed at locations to be decided jointly by the Owner and the O&M Operator and shall be replenished as and when used during the Term of this Contract. In case the O&M Operator fails to provide necessary materials/facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the O&M Operator.

41.28 O&M Operator shall not, under any circumstances, cause or permit, in connection with the Services to be performed hereunder, the discharge, emission or release of any Hazardous Materials and/or waste, pollutant, contaminant or other substance in violation of any Applicable Laws. O&M Operator shall comply with all Applicable Laws (including Environmental Law) requirements applicable to the Services and shall be responsible for compliance with all such requirements relating to the Hazardous Materials, health and safety, notice and training. Environmental statement board to be updated on weekly basis by the O&M Operator.

41.29 Whenever any work relating to Hazardous Material is required to be executed, job safety analysis shall be carried out and report shall be submitted to the Owner for its approval and the O&M Operator shall proceed with such work relating to Hazardous Material after approval of the Owner is received.

41.30 The O&M Operator shall conduct emergency fire and safety drill once in a month in each area of the Plant and once in three month for complete Plant and shall submit report to the Owner clearly identifying deficiencies, areas of improvement and action plan for improvement.

41.31 The O&M Operator shall ensure availability of 4 (four) number of arc flash suit in wearable condition during the Term/Renewed Term, at all times during breaker isolation activity.

42.0 PERMITS AND CORRUPT/FRAUDULENT PRACTICES

42.1 The O&M Operator shall in its name obtain any and all Permits necessary for the O&M Operator to do business and to be authorized to provide the Services (in the jurisdictions where the Services are to be performed) as contemplated by this Contract including the Permits as set out in Annexure 9 (Permits) to this Contract. O&M Operator shall also obtain such Permits required, for any employees, contractors or Subcontractors who are not citizens of India, to work, reside or otherwise perform the Services in India. Owner shall provide reasonable assistance to O&M Operator in obtaining, renewing and replacing all such Permits.

42.2 The O&M Operator shall provide reasonably necessary assistance to Owner, to secure, Permits (and renewals of the same) that Owner is required to obtain from or file with any Government Agency regarding the operation and maintenance of the Plant including the Permits as set out in Annexure 9 (Permits) to this Contract.

42.3 With respect to replacements and renewals of the Permits obtained by the Owner, to the extent that O&M Operator has actual knowledge of the existence and the

terms of the original Permits, the O&M Operator will:

42.3.1 provide reasonable notice to the Owner in writing of the need to replace, renew or obtain such Permits;

42.3.2 perform any information monitoring and testing required to replace, renew, obtain or comply with such Permits;

42.3.3 provide the Owner with any data, information and results of the monitoring and testing mentioned in Clause 42.3.2 above which is under their control; and

42.3.4 prepare documents reasonably requested by the Owner in connection with replacing, renewing or obtaining such Permits.

42.4 For the avoidance of doubt it is clarified that the Permits stated in Annexure 9 (Permits) are not exhaustive and hence any other Permits required for rendering the Services as mentioned in this Contract shall also be the responsibility of the O&M Operator. The Permits related to the Plant shall be the responsibility of the Owner. However, the O&M Operator shall extend necessary support to Owner in obtaining such Permits.

42.5 **Corrupt/Fraudulent Practices**

The O&M Operator shall not, directly or indirectly, engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Obstructive Practice during the negotiation of this Contract or at any time during the Term.

43.0 **EMERGENCIES**

43.1 The Owner shall prepare an emergency plan for the Plant and provide the same to the O&M Operator within 2 (two) months of the Effective Date. The O&M Operator shall follow such emergency plan in case of any Emergency Event.

43.2 Notwithstanding anything to the contrary contained herein, the O&M Operator may take any operator action as the O&M Operator deems to be necessary in the case of an Emergency Event affecting the Plant or the operation of the Plant to counteract the effects where the O&M Operator considers immediate action is required to safeguard life or property.

43.3 In the event of occurrence of an Emergency Event, the O&M Operator shall notify the Owner by telephone as soon as reasonably practicable, and in any case within 8 (eight) hours, and in writing within 24 (twenty four) hours of the occurrence of any Emergency Event, providing details of the Emergency Event and O&M Operator's actions taken in an effort to prevent any threatened damage, injury or loss to the Plant or Persons or property located on or in the vicinity of the Plant/Site. Following such notification, at the request of the Owner, the Parties shall discuss without delay the further actions which should be taken in relation to the Emergency Event.

43.4 The O&M Operator shall notify the Owner by telephone as soon as reasonably practicable, and in any case within 8 (eight) hours, and in writing within 24 (twenty four) hours of discovery of any unusual adverse operating condition or characteristic which cannot be immediately corrected by the O&M Operator. Following such notification, at the request of the Owner, the Parties shall discuss without delay the further actions which should be taken in relation to such unusual adverse operating condition or characteristic.

43.5 If the Owner considers that any Emergency Event has occurred in relation to the Plant, the Owner may give notice (which may be oral notice and confirmed with subsequent written notice) to the O&M Operator specifying the nature of the Emergency Event which it has identified and the manner in which such Emergency Event should be rectified. The O&M Operator shall rectify such defect with all due diligence. If the O&M Operator fails to comply with such notice promptly, the Owner shall be entitled to take such actions as may be necessary to remedy such breach by the O&M Operator at O&M Operator's expense.

43.6 If an Emergency Event is covered by any insurance policy obtained pursuant to Clause 13.0 (Insurance) of this Contract then the O&M Operator shall be entitled to receive the Operating Fee for the relevant period. However, if the Plant cannot be operated due to the actions/inactions of the O&M Operator on the occurrence of an Emergency Event and such an Emergency Event is not covered by any insurance policy obtained pursuant to Clause 13.0 (Insurance) of this Contract then the O&M Operator shall not be entitled to the Operating Fee for the relevant period.

44.0 TERMINATION & BANNING

44.1 Termination by Owner for O&M Operator's Event of Default

44.1.1 Each of the following events, unless occurring solely as a result of breach by the Owner of its obligations under this Contract or a Force Majeure event, shall constitute an event of default and the Owner may terminate this Contract by giving 30 (thirty) days written notice of termination to the O&M Operator other than in case of Clauses
44.1.1.3, 44.1.1.4, 44.1.1.5, 44.1.1.6, 44.1.1.8, 44.1.1.14 where the Owner may terminate this Contract by giving 7 (seven) days written notice ("**O&M Operator's Event of Default**"):

44.1.1.1 O&M Operator refuses or neglects to comply with any reasonable order given to it in writing by the Owner in connection with the obligations of the O&M Operator under this Contract;

44.1.1.2 Failure of the O&M Operator to comply with the Dispatch Instructions and the failure to pay associated UI charges as provided for in Clause 3.7 and/or the UI charges imposed on the Owner are higher than the cap of O&M Operator's liability as mentioned in Clause 3.7;

44.1.1.3 Failure of the O&M Operator to maintain any or all of the Performance Guarantees as per the limits specified below for two consecutive months and such failure continues after written notice is provided to the O&M Operator by the Owner and the O&M Operator has not cured such default for the immediately succeeding month within 30 (thirty) days from the date of such notice:

a. Monthly Plant Heat Rate at 110% (one hundred and ten percent) or below of the heat rate mentioned in Clause 10.4.3.

44.1.1.4 Failure of the O&M Operator to achieve any of the guaranteed parameters prescribed under Clauses 10.6.1 to 10.6.4 above, and such failure is not cured within 15 (fifteen) days from the date of receipt of written notice provided to the O&M Operator by the Owner;

44.1.1.5 Failure of the O&M Operator to comply with or fulfill its Warranty obligations under Clause 24.0 (Warranty and Warranty Period);

44.1.1.6 Annual Shutdown for more than 4 (four) days beyond the agreed Annual Shutdown period, due to reasons attributable to the O&M Operator;

44.1.1.7 Abandonment of the Services by the O&M Operator;

44.1.1.8 Failure by the O&M Operator to take diligent and effective steps to prevent any foreseeable event which could be detrimental to the interests of the Owner or failure by the O&M Operator to advise the Owner promptly of any event which could materially adversely affect the interest of the Owner;

44.1.1.9 Failure of the O&M Operator to pay any undisputed amount due by it, which shall not be less than 20% (twenty percent) of Yearly Operating Fee, and such failure continues for 90 (ninety) days after due date of payment;

44.1.1.10 Tampering by the O&M Operator or its Subcontractors, employees or agents with the metering system or any other equipment or system.

44.1.1.11 O&M Operator indulging in Corrupt Practices or Coercive Practices or Fraudulent Practices or Obstructive Practices during the signing of this Contract or during the Term in the opinion of the Owner;

44.1.1.12 Any Bankruptcy Event or insolvency of the O&M Operator; provided, that in the case of involuntary bankruptcy proceedings, the O&M Operator shall have 60 (sixty) days cure period after the commencement of such proceedings to stay or lift such proceedings;

44.1.1.13 Transfer or charge by the O&M Operator of any of its rights or obligations under this Contract without prior written consent of the Owner;

44.1.1.14 Any change in the Control of the O&M Operator which is not in accordance with Clause 17.0 (Change in Control);

44.1.1.15 Any act or omission by the O&M Operator such that the Owner is or is likely to be or become in breach of any of its obligations under this Contract or constitutes or is likely to give rise to an Owner's event of default as mentioned under Clause 44.2;

44.1.1.16 Any act or omission by the O&M Operator in breach or violation of this Contract and, as a consequence of which, the Plant or the Owner's enjoyment of its rights or benefits under the Project Agreements are adversely affected;

44.1.1.17 During any Operating Year, the liabilities under the indemnity contained in Clause 14.1 will, but for the stated maximum liability contained in Clause 15.0 (Limitation of Liability), exceed such stated maximum;

44.1.1.18 O&M Operator ceases to carry on its business;

44.1.1.19 Failure of the O&M Operator to comply with an Arbitral Award within 30 (thirty) days of the Arbitral Award or within such time as prescribed under such award, whichever is earlier;

44.1.1.20 O&M Operator has incurred or is liable for liquidated damages in excess of the amount set out in Clause 11.17;

44.1.1.21 The Operating Cost in any Operating Year exceeds the amounts under Annual Operating Plan & Budget approved by Owner for such Operating Year by more than 5% (five percent);

44.1.1.22 A breach by the O&M Operator of any of the terms of the contract

44.1.1.23 Failure by the O&M Operator to perform any obligation under this Contract with due diligence and expedition including any breach of Applicable Laws and such failure continues after written notice is provided to the O&M Operator by the Owner; provided, that the O&M Operator shall have up to 30 (thirty) days after such notice is given to cure such default or to diligently commence and continue in good faith to cure such default prior to any such termination (provided that in no event shall such cure period exceed 120 (one hundred and twenty) days including the 30 (thirty) days of notice period); or

44.1.1.24 If any of the representations and warranties provided by the O&M Operator under Clause 23.1 or during the negotiation of this Contract is incorrect, false or misleading.

44.2 **Termination by O&M Operator for Owner's Event of Default**

44.2.1 Each of the following events, unless occurring as a result of a breach by the O&M Operator of its obligations under this Contract or a Force Majeure event, and subject to the conditions defined elsewhere in this Contract shall constitute an event of default and the O&M Operator may terminate this Contract by giving 30 (thirty) days written notice of termination to the Owner ("**Owner's Event of Default**"):

44.2.1.1 Failure by the Owner to pay to the O&M Operator any undisputed amount due and payable under this Contract, which is not less than 20% (twenty percent) of the Yearly Operating Fee and that remains unpaid for a period of 90 (ninety) days or more from the due date for such payment;

44.2.1.2 Any willful and persistent material breach of this Contract by the Owner and such breach continues for 60 (sixty) days after written notice is provided to the Owner by the O&M Operator; provided, that the Owner shall have further 30 (thirty) days after such expiry of above period to cure such breach or to diligently commence and continue in good faith to cure such breach prior to any such termination; or

44.2.1.3 Any Bankruptcy Event or insolvency of the Owner; provided, that in the case of involuntary bankruptcy proceedings, the Owner shall have 60 (sixty) days cure period after the commencement of such proceedings to stay or lift such proceedings.

44.3 **Termination due to Force Majeure Events**

44.3.1 The Owner shall have a right to forthwith terminate this Contract if the performance of this Contract is prevented, hindered or delayed due to a Force Majeure event for a continuous period of 90 (ninety) days from the beginning of a Force Majeure event.

44.3.2 If the performance of this Contract is prevented, hindered or delayed due to a Force Majeure event for a continuous period of 180 (one hundred eighty) days from the beginning of a Force Majeure event or for an aggregate period of more than 270 (two hundred seventy) days during the Term, and the Parties cannot mutually decide further course of action within 30 (thirty) days thereafter, either Party shall have the right to terminate this Contract by giving the other Party a 30 (thirty) days written notice of termination.

44.4 **Termination by Owner due to Extraordinary Circumstances**

44.4.1 Each of the following events shall constitute extraordinary circumstances and the

Owner may terminate this Contract by giving 7 (seven) days written notice of termination:

44.4.1.1 Termination of any of the Power Purchase Agreements;

44.4.1.2 Termination of Gas Sales and Purchase Agreement; or

44.4.1.3 Expropriation or nationalization of the Plant.

44.5 **Termination for Convenience by Owner**

44.5.1 Owner may terminate this Contract without assigning any reason by giving 3 (three) months written notice of termination to the O&M Operator.

44.6 **Termination Procedure**

44.6.1 Notice of termination shall be given to the other Party specifying the termination date with effect from which this Contract shall be terminated ("**Termination Date**") except for the obligations or duties that are stated to survive termination or are to be carried out after termination or owed by a Party at the time of or as a result of such termination. Termination notice shall also specify in reasonable detail the circumstances giving rise to termination of this Contract.

44.7 **Payment on Termination**

44.7.1 Within 90 (ninety) days after Termination Date, Owner shall pay the following to the O&M Operator after adjusting liquidated damage applicable on Termination Date and any other amount owed by O&M Operator to the Owner:

44.7.1.1 Applicable Yearly Operating Fee on a *pro rata* basis for Services rendered by the O&M Operator in an Operating Year up to Termination Date;

44.7.1.2 Fee for any additional supply of Consumables and/or Services performed by the O&M Operator in addition to the scope of the Services contemplated under this Contract, if any, as mutually agreed between the Parties;

44.7.1.3 Demobilization cost incurred by O&M Operator to the extent permitted in Clause 44.7.2.

44.7.2 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 costs required by Applicable Law to be incurred by the O&M Operator, to the extent incurred, and its demobilization costs, to the extent incurred, which shall be limited to the following:

44.7.2.1 Payroll and related personnel costs for a period of up to 3 (three) weeks from the Termination Date;

44.7.2.2 Payroll and related personnel costs plus a price equal to 15% (fifteen percent) of the amount of such payroll and related personnel costs, for periods beyond the 3 (three) weeks specified in Clause 44.7.2.1 above, when the Owner has requested the O&M Operator's employees to remain for whatever reason and such employees agree to remain; and

44.7.3 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.

44.7.4 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.

44.8 **Obligation upon Termination**

44.8.1 In case of termination by the Owner as per Clause 44.1, the O&M Operator shall continue to operate and maintain the Plant and perform its obligations as per terms and conditions of this Contract until the date which is earlier of:

44.8.1.1 90 (ninety) days after the Termination Date, or

44.8.1.2 the date its successor (as appointed by the Owner in its sole discretion) has commenced operation and maintenance of the Plant (the "**Successor Operator**"). Operating Fees for this period shall be paid at the time of final settlement of account as per Clause 44.7.

44.8.2 In case of termination by O&M Operator as per the Clause 44.2, or by the Owner pursuant to Clause 44.4, the O&M Operator, if requested by the Owner, shall carry out its obligations under this Contract after termination for a period of 90 (ninety) days or such longer period as may be agreed between the Parties, for smooth hand over to the Successor Operator with the *pro rata* Operating Fee being payable for such period.

44.8.3 In case of termination due to Force Majeure as per Clause 44.3 or termination due to Owner's convenience as per Clause 44.5, the Owner shall be liable to make payment for all Services provided by the O&M Operator till the Termination Date and O&M Operator shall be liable to hand over the Plant and all the works completed pursuant to this Contract till the Termination Date. The O&M Operator, if requested by the Owner, shall work for a period not exceeding 90 (ninety) days after termination for smooth hand over and 50% (fifty percent) of the Operating Fee shall be paid for such period to the O&M Operator.

44.8.4 The O&M Operator shall use its best efforts to facilitate the appointment and commencement of duties of the Successor Operator so as not to disrupt the normal operation and maintenance of the Plant and shall provide full access to the Plant and to all relevant information, data and records relating thereto to the Successor Operator and its representatives and accede to all reasonable requests made by such Persons in connection with the preparation for taking over the operation and maintenance of the Plant.

44.8.5 Without prejudice to the provisions of this Clause 44.8, upon termination of this Contract, O&M Operator shall perform all the Services and take all actions as specified in Clause 4.4 of Technical Specifications. The O&M Operator shall deliver to (and shall, with effect from termination, hold in trust for and to the order of) the Owner or (if so required by the Owner by written notice) to the Successor Operator all property in its possession or under its control owned by the Owner or leased or licensed to the O&M Operator.

44.8.6 The O&M Operator shall transfer to the Successor Operator, from the Termination Date, its rights as the O&M Operator under all Subcontracts entered into by it in relation to the performance of its obligations under this Contract or relating to the performance of the Services. Pending such transfer, the O&M Operator shall hold

its rights and interest there under for the account and to the order of the Successor Operator provided that the Owner shall indemnify the O&M Operator for all liabilities reasonably incurred by the O&M Operator under such Subcontracts as a result of it continuing to hold such rights and interests.

44.9 **Banning**

Upon the occurrence of any other ground specified in the "Process of Banning/provision Suspension of Business dealing with erring Firm" available at https://otpcindia.in/ (the "**Banning Process**"), the Owner may issue 'Show Cause' notice to the O&M Operator. The O&M Operator shall reply to the show cause notice within 30 (thirty) days of its receipt. The O&M Operator shall be considered under provisional suspension / banning from the date of issue of the show cause notice. During the period of provisional suspension, pending completion of enquiry process /banning of business dealings, the O&M Operator shall not be eligible to bid, directly or indirectly, in any tender of the Owner. The period of such suspension / banning shall be determined by the Owner in accordance with the Banning Process.

45.0 **GOVERNING LAW AND JURISDICTION**

45.1 This Contract shall be governed by the laws of India.

45.2 The courts of New Delhi shall have exclusive jurisdiction in all matters arising under this Contract, including execution of arbitration awards.

45.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

46.0 **SETTLEMENT OF DISPUTES**

46.1 The Parties hereto agree that any dispute or difference arising out of or in connection with this Contract shall, to the extent possible, be settled promptly and amicably between the Parties. Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such disputes.

46.2 All unsettled disputes or differences arising out of or in connection with this Contract which cannot be amicably resolved by the Parties shall in the first instance be decided by the Owner in accordance with provisions of Clause 46.3 below.

46.3 **Owner's Decision**

46.3.1 If any dispute or difference of any kind whatsoever shall arise between the Owner and the O&M Operator, arising out of this Contract whether during the performance of its obligations or after its completion or whether before or after the termination, Abandonment or breach of this Contract, such dispute or difference cannot be amicably settled by the Parties in accordance with Clause 46.1, it shall, in the first place, be referred to and settled by the Managing Director of the Owner, who, within period of 30 (thirty) days after being requested to do so, shall give written notice of its decision to the O&M Operator.

46.3.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Services under this Contract and shall forthwith be given effect to by the Parties who shall comply with all such decisions, with all due diligence, whether it requires arbitration, as hereinafter provided or not.

46.3.3 If after the Owner has given written notice of its decision to the O&M Operator and no notice to arbitration has been communicated to it by the O&M Operator within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Parties.

46.3.4 The Owner's decision (or the failure of the Owner to give decision within the time specified in Clause 46.3.1) and issuance of a written notice for arbitration pursuant to Clause 46.3.3 shall be a condition precedent to the right to request arbitration. It is the intent of this Contract that there shall be no delay in the execution of the Services and the decision of the Owner, as rendered, shall be promptly observed.

46.3.5 In the event of the Owner failing to notify its decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of a Party being dissatisfied with any such decision, either Party may require that the matters in dispute be referred to arbitration as provided in Clause 46.4.

46.4 **Arbitration**

46.4.1 All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") or any statutory modification, in the manner hereinafter provided. The venue and seat of arbitration shall be New Delhi, India.

46.4.2 The arbitration shall be conducted in accordance with the Arbitration Act by 3 (three) arbitrators, (1) one each to be nominated by the O&M Operator and the Owner and the third to be nominated by the 2 (two) arbitrators nominated by the Parties at the commencement of arbitration proceedings. The 3rd(third) arbitrator so appointed shall act as the presiding arbitrator.

46.4.3 If one Party fails to appoint its arbitrator within 30 (thirty) days after the other Party has named its arbitrator, the Party which has named an arbitrator may request the President of the Institution of Engineers to appoint the second arbitrator on behalf of such Party. If the two arbitrators appointed by both Parties do not succeed in appointing a third arbitrator within 30 (thirty) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Chairman of ONGC.

46.4.4 The decision of the majority of the arbitrators ("**Arbitral Award**") shall be final and binding upon the Parties. The expense of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time, with the consent of both the Parties increase the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the Party concerned to nominate another arbitrator in place of the outgoing arbitrator.

46.4.5 The arbitrators shall have full powers to review and/or revise any decision, opinion, directions, certification or valuation of the Owner in consonance with this Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Owner for the purpose of obtaining the said decision.

46.4.6 No decision given by the Owner in accordance with the foregoing provisions shall disqualify it from giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

46.5 During settlement of disputes including arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under this Contract.

46.6 Parties agree that neither Party to this Contract shall be entitled for any interest on the amount of award.

46.7 The provisions of this Clause 46.0 shall survive termination of this Contract.

47.0 **ASSIGNMENT**

47.1 Except as expressly provided in this Clause, neither Party may assign its rights or obligations hereunder directly or indirectly, whether by pledge, assignment, sale of assets or sale or merger (statutory or otherwise), without the prior written consent of the other Party.

47.2 Notwithstanding the foregoing, it is agreed that, without the consent of the O&M Operator:

47.2.1 The Owner may assign or create a security interest over its rights and interest under or pursuant to this Contract or any movable property of the Owner or any rights or assets of the Owner, in favour of any of the Lenders; or

47.2.2 The Owner may assign this Contract or its rights or obligations here under to any Subsidiary or Affiliate of the Owner.

47.3 The holder of any security interest in this Contract shall not be prevented or impeded by the O&M Operator from enforcing such security interest. The O&M Operator shall execute all consents to assignment and/or acknowledgements of any security interest as are requested by the Owner to give effect to the foregoing or to perfect any security interest, and shall provide such certificates and opinions of counsel addressed to the Owner and the Lenders as may be requested in connection with any financing of the Plant. The O&M Operator agrees that such consents and acknowledgements shall, *inter alia*, include:

47.3.1 an agreement by the O&M Operator to allow the holder of such security interest to cure defaults by the Owner;

47.3.2 an acknowledgement by the O&M Operator that the Owner is not in default under this Contract due to such assignment;

47.3.3 representations and warranties by the O&M Operator;

47.3.4 a prohibition against amending, assigning or terminating this Contract without the written consent of the holder of such security interest; and

47.3.5 a consent by the O&M Operator to allow the assignment of the Contract to the successors-in-interest of the holder of such security interest after foreclosure hereon.

47.4 The O&M Operator acknowledges and agrees that the Lenders and providers of insurance will review this Contract and may require changes there to as a condition for providing financing and/or insurance, and the O&M Operator agrees to consider any such requirements in good faith and otherwise to co-operate with the Lenders/insurers in executing such amendments to this Contract or providing such other letters of consent and comfort as may be reasonably requested by the Lenders/insurers.

48.0 **RELEASE OF INFORMATION**

48.1 The O&M Operator shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Services under this Contract, or description of the Site or the Plant, dimensions, quantity, quality or other information, concerning the Services, the Plant, the Site or the Plant unless prior written permission has been obtained from the Owner.

49.0 **CONFIDENTIAL INFORMATION**

49.1 Subject to Clause 49.2, each Party shall keep all documents, data, photographs, technical information or other information provided directly or indirectly by the other Party in connection with this Contract ("**Confidential Information**") private and confidential for a period of 6 (six) years from the Effective Date and shall not, without the consent of the other Party, publish or divulge to any third party, any Confidential Information or any particulars thereof, whether such Confidential Information has been provided prior to, during or following termination of this Contract.

49.2 Each Party shall be entitled to disclose the Confidential Information without the prior written consent of the other Party, if such Confidential Information:

49.2.1 was furnished prior to this Contract without restriction;

49.2.2 is or becomes available within the public domain (other than by breach of the foregoing obligation of confidentiality);

49.2.3 is received by either Party from a third Party without restriction and not in breach of this Contract;

49.2.4 is independently developed by either Party;

49.2.5 is required to be provided to any contractors/subcontractor, subject to inclusion of terms similar to the provision of this Article 49.0 in the agreement with such contractor/subcontractor;

49.2.6 is required to be provided to the Lenders;

49.2.7 if and to the extent required to be provided by the rules of a relevant and recognized stock exchange or securities commission;

49.2.8 if and to the extent required to be provided under Applicable Law or pursuant to an order of any court of competent jurisdiction provided that the original disclosing Party is given notice and adequate time to seek a protective order applicable to the information, if practicable, before it is disclosed;

49.2.9 if and to the extent required to enforce any right or remedies under this Contract;

49.2.10 if required to be provided to any insurer under a policy of insurance related to this Contract;

49.2.11 if required to be provided to directors, employees and officers of such Party provided that the disclosing Party determines in good faith that the recipient has a legitimate need to see such Confidential Information; and the recipient has been made aware of and has agreed to be bound by the requirements of this Clause 49.0;

49.2.12 in case of the Owner, if required to be provided to any of its Affiliates; or

49.2.13 in case of the Owner, if required to be provided to such other parties to whom the Owner may be reasonably required to disclose such information.

49.3 **Confidentiality of Intellectual Property and Information**

49.3.1 Each Party shall:

49.3.1.1 make available to the other Party without charge such materials, documents and data as would normally be made available to the other Party in connection with the Services hereunder (except any internal cost accounting or cost reporting data or any materials documents and data protected by legal privilege or which is subject to any duty of confidentiality to any third party) acquired or brought into existence in any manner whatsoever by each of them in connection with the Services as the other may reasonably request for the purposes of exercising its rights or carrying out its duties in respect of the Plant or performing its obligations under this Contract; and

49.3.1.2 use all reasonable endeavors to make available such materials and documents and data acquired or brought into existence by third parties as the other Party may reasonably request for the purpose referred to in Clause 49.3.1.1 above and as would normally be made available by Persons acting in accordance with Prudent Utility Practice.

49.3.2 Neither Party shall without the prior written authority of the other Party publish alone or in conjunction with any other Person any article or other material relating to any dispute arising under this Contract nor impart to any radio or television program or any other medium any information regarding any such dispute.

49.3.3 All documents, papers, computer discs, magnetic tapes or other records made or created wholly in relation to the performance by the O&M Operator of its obligations under this Contract containing Confidential Information shall be and remain the property of the Owner, and shall be handed over by the O&M Operator to the Owner during the Term of this Contract on the Owner giving the O&M Operator 2 (two) days' notice and in any event immediately on the termination or expiry of this Contract.

50.0 **INTELLECTUAL PROPERTY**

50.1 **Ownership and License of Intellectual Property**

50.1.1 If any intellectual property is developed by the O&M Operator and/or its employees, agents, consultants, representatives or Subcontractors for the purpose of performing its obligations under this Contract during the Term, such intellectual property shall belong to the Owner.

50.1.2 The Owner shall, subject to any applicable third party restrictions, grant the O&M Operator during the Term a royalty-free, non-exclusive, personal and nontransferable license to use the intellectual property which is owned by or licensed to the Owner by third parties only to the extent necessary to enable the O&M Operator to perform its obligations under this Contract. Such licenses shall not carry the right to grant sub- licenses.

51.0 **PATENT RIGHTS AND ROYALTIES**

51.1 Royalties and fees for patents covering materials, articles, apparatus, devices,

equipment or processes used by O&M Operator for performing its obligations under this Contract shall be deemed to have been included in the Contract Price. O&M Operator shall satisfy all demands that may be made at any time for such royalties or fees and it alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. O&M Operator shall, at its own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the supply of Consumables and/or Services, and, in case of an award of damages, O&M Operator shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of O&M Operator who shall also satisfy/comply any decree, order or award made against Owner.

51.2 O&M Operator hereby represents to the Owner that, as of the Effective Date, O&M Operator has received no notification of any rightful patent infringement claim which would prejudice the Owner's right to use the supplied consumables or maintain the Services.

52.0 WAIVER

52.1 No Waiver of Rights

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of this Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have hereunder.

52.2 Payments Not to Affect Right of the Owner and Liability of O&M Operator

No sum paid on account by the Owner shall affect or prejudice the rights of the Owner against the O&M Operator or relieve the O&M Operator of its obligations for supply of Consumables and/ or Services under this Contract or be interpreted as approval of the supply of Consumables delivered and/or Services done.

53.0 VALIDITY AND SURVIVAL OF PROVISIONS

53.1 Validity of Provisions and Severability

The provisions of this Contract are severable. In the event any provision or condition of this Contract shall be held to be invalid, void or otherwise unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract. The Parties agree in such circumstances to negotiate an equitable amendment to the provisions of this Contract to give effect to the original intention of the Parties.

53.2 Survival of Provisions

The provisions of this Contract which by their nature are intended to survive the termination or expiry of this Contract shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or expiry.

54.0 LANGUAGE AND MEASURES

54.1 The governing language for the Contract shall be English. All documents pertaining to this Contract including specifications, schedules, notices, correspondence,

operating and maintenance instructions, drawings or any other document shall be written in English language. The metric system of measurement shall be used exclusively in this Contract.

55.0 **NOTICES**

55.1 All notices, reports, certificates or other communications to be given by one Party to the other under this Contract shall be in writing and by letter or facsimile transmission or electronic mail (save as in case of major issues relating to this Contract, such as notices of tests, arbitration, termination, etc.) and shall be deemed to be duly given when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission or electronic mail, provided that the sender has received a receipt indicating proper transmission) or 3 (three) days after being dispatched by an internationally recognized courier (in the case of a letter) to such Party at its address or facsimile number or electronic mail address specified in Clauses 55.2 and 55.3 below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Party by notice in writing.

55.2 Address for Notice to Owner:

Attn: COO (Chief Operating Officer)
Address: Udaipur-Kakraban Road, P.O.
Palatana, District Gomati,
Tripura - 799105 (India)
Ph:
Fax:
Email:

55.3 Address for Notice to O&M Operator:

Attn:
Address:
Tel:
Fax:
Email:

55.4 For the avoidance of doubt it is provided that in case of a facsimile transmission, a positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary.

56.0 **CONTRACTUAL RELATIONSHIP**

56.1 The O&M Operator shall act as an independent contractor performing this Contract. This Contract does not create any agency, partnership, joint ventures or joint relationship between the Parties. Subject to the compliance of this Contract, O&M Operator shall be solely responsible for the manner in which Consumables are supplied and Services are performed. All employees, representatives or Subcontractors engaged by the O&M Operator in performing this Contract shall be under the complete control of the O&M Operator and shall not be deemed to be employees of the Owner and nothing contained in this Contract or in any Subcontract awarded by the O&M Operator shall be construed to create any contractual relationship between any such employees or representative or Subcontractors and the Owner. O&M Operator shall be responsible for its acts, defaults or negligence and acts, defaults or negligence of its agencies, servant, O&M Operator's staff, workmen or Subcontractor.

56.2 Nothing contained in this Contract or any Subcontract awarded by O&M Operator shall create any contractual relationship between any Subcontractor and Owner.

57.0 **COPIES OF CONTRACT AND COUNTERPARTS**

57.1 This Contract shall be signed in 2 (two) originals. The O&M Operator shall be provided with 1 (one) signed original and the other one will be retained by the Owner.

57.2 Subsequent to signing of this Contract, the O&M Operator, at its own cost, shall provide the Owner with at least 5 (five) photocopies of this Contract within 30 (thirty) days after the signing of this Contract.

58.0 **ENTIRE AGREEMENT**

58.1 This Contract constitutes the entire understanding between Parties hereto with respect to the subject matter hereof and supersedes all communication, negotiations and agreement (whether written or oral) of the Parties with respect hereto made prior to the date of this Contract.

58.2 There are no understandings or agreements between the Owner and the O&M Operator which are not fully expressed herein including the Annexures referred to in this Contract.

58.3 No modifications of this Contract shall be valid unless the same is agreed in writing between the Parties hereto and issued as an amendment in writing to this Contract.

IN WITNESS WHEREOF the Owner and the O&M Operator have caused this Agreement to be duly executed by their duly authorized representatives as of the day, month and year herein above written

For and on behalf of	For and on behalf of
ONGC TRIPURA POWER COMPANY LIMITED	**[•]**
By_____	By_____
Name:	Name:
Title:	Title:
WITNESS:	
By_____	By_____
Name:	Name:
Title:	Title:

ANNEXURES TO O & M CONTRACT

ANNEXURE-1

STAFFING PLAN FOR OPERATIONAL PHASE

A.	**O&M Operator Staff: Operation**	
	a. Plant Manager	1 No.
	b. Operations Manager	1 No.
	c. Shift-in-charge	4 Nos.
	d. Shift Engineers	12 Nos.
	e. Shift Operator	16 Nos.
	f. Chemist	1 Nos.
	g. Lab Technician	4 Nos.
	h. RWIS and Hydrogen Plant operator	2 Nos.
	Total: Operation	**41 Nos.**
B.	**O&M Operator Staff : Maintenance**	
	a. Manager - Mechanical Maintenance	1 No.
	b. Engineer – Mechanical Maintenance	4 Nos.
	c. Technician – Mechanical Maintenance	8 Nos.
	d. Manager - Electrical Maintenance	1 No.
	e. Engineer – Electrical Maintenance	4 Nos.
	f. Technician – Electrical Maintenance	8 Nos.
	g. Manager – C&I Maintenance	1 No.
	h. Engineer – C&I Maintenance	3 Nos.
	i. Technician – C&I Maintenance	6 Nos.
	j. Engineer – Civil Maintenance	1 No.
	k. Manager – Planning & Technical Cell	1 No.
	l. Engineer – Planning & Technical Cell	1 No.
	Total: Maintenance	**39 Nos.**
C.	**O&M Operator Staff : Support Services**	
	a. Head Purchase	1 No.
	b. Purchase Engineer	1 Nos.
	c. Store-keeper	2 Nos.
	d. Store Assistant	2 Nos.
	e. HSE Manager	1 No.
	f. HR/IR & Admin	1 No.
	g. Fire Supervisor	4 Nos.
	h. Firemen	8 Nos.
	i. Fire Tender Driver-Cum-Operator	8 Nos.
	j. Finance & Accounts	1 No.
	Total: Support Services	**29 Nos.**
	Total: O&M Operator Staff – Operational Phase	**109 Nos.**

Note : Pls refer to Schedule A to this Annexure 1 for Organogram based on above staffing plan

STAFFING PLAN FOR TAKEOVER PHASE

D.	**O&M Operator Staff: Operation**	
	a. Plant Manager	1 No.
	b. Operations Manager	1 No.
	c. Shift-in-charge	2 No.
	d. Shift Engineer	6 Nos.
	e. Shift Operator	8 Nos.
	f. Chemist	1 No.
	g. RWIS operator	1 No.
	Total: Operation	**20 Nos.**
E.	**O&M Operator Staff : Maintenance**	
	a. Manager - Mechanical Maintenance	1 No.
	b. Engineer – Mechanical Maintenance	1 No.
	c. Manager - Electrical Maintenance	1 No.
	d. Engineer – Electrical Maintenance	1 Nos.
	e. Manager – C&I Maintenance	1 No.
	f. Engineer – C&I Maintenance	1 No.
	Total: Maintenance	**6 Nos.**
F.	**O&M Operator Staff : Support Services**	
	a. Store Assistant	2 No.
	b. Store Keeper	2 No.
	Total: Support Services	**4 Nos.**

Total: O&M Operator Staff – Takeover Phase 30 Nos.

Note:

1. The Plant Manager, Operations Manager, Shift-in-charge, Shift Engineers, Maintenance Manager – Mechanical, Maintenance Manager – Electrical, Maintenance Manager – C&I and Chemist shall necessarily be on the regular roll of O&M Operator. Other staff may be either on regular roll or on contract basis with O&M Operator. Staff to be taken on contract basis shall be clearly indicated in the bid.

2. Unskilled manpower and other staff (like riggers, helpers, drivers, sweepers, cleaners, tea-boys, housekeepers etc) required for any Plant activities and in order to fulfill O&M Operator's obligation under this Contract shall be arranged by O&M Operator in adequate numbers. Other clerical and administrative staff shall also be arranged by O&M Operator.

3. Owner has two fire tenders apart from other firefighting and fire protection equipments. O&M Operator shall employ driver-cum-operators for fire tenders and firemen.

4. Experience and qualification requirement shall be following:
    a. **Plant Manager**: Full Time Engineering degree from reputed government or All India Council for Technical Education ("**AICTE**") approved engineering college with minimum 20 (twenty) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in operations or maintenance function of thermal power plant out of which minimum 10 (ten) years shall be in Combined Cycle Power Plant of rated capacity not less than 500 MW in

senior/middle management level. Preference shall be given to a person who has worked as head of plant for 2 (two) years or more.

b. **Operations Manager**: Full Time Engineering degree from reputed government or AICTE approved engineering college with minimum 15 (fifteen) years of relevant power plant working experience after obtaining engineering degree, in a role of graduate engineer or above, in operations / maintenance function of thermal power plant out of which minimum 10 (Ten) years shall be as Shift-in-charge and/or Operations Manager of large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. For experience in thermal power plant the work experience of main plant operation (Boiler, Turbine and Generator) will be considered Preference shall be given to a person who has worked as Operations Manager / Shift-in-charge of power plant with frame 9FA gas turbine.

c. **Maintenance Managers**: Engineering degree in respective discipline with minimum 15 (fifteen) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in operations / maintenance function of relevant discipline in thermal power plant out of which minimum 10 (ten) years shall be as maintenance engineer of relevant discipline of large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. For experience in thermal power plant the work experience of main plant operation (BTG) will be considered.

   For the position of Manager – Maintenance (C&I) preference shall be given to a person who has experience in maintenance of MARK-VI or maxDNA.

   For the position of Manager – Maintenance (Electrical) preference shall be given to a person who has experience in maintenance of large size thermal power plant and 400/220 KV switchyard.

   For the position of Manager – Maintenance (Mechanical) preference shall be given to a person who has experience in maintenance of frame 9FA/9E/V94.2 gas turbine and BHEL manufactured steam turbine of unit capacity not less than 250 MW.

d. **Manager (Planning & Technical Cell)**: Full Time Engineering degree from reputed government or AICTE approved engineering college along with Energy manager or Energy auditor certification with minimum 15 (fifteen) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in thermal power plant out of which minimum 10 (ten) years shall be in operations / planning / maintenance of combined cycle power plant or thermal power plant of unit capacity not less than 250 MWplant performance & efficiency monitoring, performance testing of plant & individual equipment and maintenance work planning in Plant Maintenance Module of SAP in large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. For experience in thermal power plant the work experience of main plant operation (BTG) will be considered. Preference shall be given to a person who has experience in operation of combined cycle gas turbine having frame 9FA gas turbine and BHEL manufactured steam turbine.

e. **Shift-in-charge**: Engineering degree with minimum 10 (ten) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in operations / maintenance function in thermal power plant out of which minimum 7 (seven) years shall be as shift engineer (control desk

operation) of large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. For experience in thermal power plant the work experience of main plant operation (BTG) will be considered. Preference shall be given to a person who has worked as shift engineer (control desk operation) of power plant with frame 9FA gas turbine and has done Post Graduate Diploma in Power Plant Engineering from institute like National Power Training Institute (NPTI).

f. **Maintenance Engineer**: Engineering degree in respective discipline with minimum 6 (six) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in maintenance function of relevant discipline in thermal power plant out of which minimum 4 (four) years shall be as maintenance engineer of relevant discipline in large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. For experience in thermal power plant the work experience of main plant operation (BTG) will be considered.

   For the position of Engineer – Maintenance (C&I) preference shall be given to a person who has experience in maintenance of MARK-VI or maxDNA in large size thermal power plant.

   For the position of Engineer – Maintenance (Electrical) preference shall be given to a person who has experience in maintenance of large size thermal power plant and 400/220 KV switchyard.

   For the position of Engineer – Maintenance (Mechanical) preference shall be given to a person who has experience in maintenance of frame 9FA/9E/V94.2 gas turbine and BHEL manufactured steam turbine of unit capacity not less than 250 MW.

g. **Shift Engineer**: Engineering degree with minimum 8 (eight) years of relevant working experience after obtaining engineering degree in a role of graduate engineer or power block engineer, in operations function in large size combined cycle plant whose single unit capacity is more than 100 MW / thermal power plant whose single unit capacity is more than 250 MW out of which minimum 6 (six) years shall be as shift engineer (control desk operations) of large size Combined Cycle Power Plant or thermal power plant of unit capacity not less than 250 MW. Preference shall be given to a person who has worked in operations of power plant with frame 9FA/9E/V94.2 gas turbine and has done Post Graduate Diploma in Power Plant Engineering from institute like National Power Training Institute (NPTI).

h. **Technical Cell Engineer**: Engineering degree with minimum 6 (six) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in thermal power plant out of which minimum 4 (four) year shall be as engineer in operations/maintenance/planning/technical cell of combined cycle power plant or thermal power plant of unit capacity not less than 250 MW, plant performance & efficiency monitoring, performance testing of plant & individual equipment and maintenance work planning in Plant Maintenance Module of SAP in large size Combined Cycle Power Plant.

i. **Civil Engineer**: Engineering degree in respective discipline with minimum 4 (four) years of relevant working experience after obtaining engineering degree, in a role of graduate engineer or above, in construction / maintenance of thermal power plant.

j. **Shift Operator/RWIS Operator**: Engineering diploma in respective discipline with minimum 4 (four) years of relevant working experience after obtaining engineering diploma, in a role of diploma engineer or above, in operations function in thermal power plant out of which minimum 2 (two) years shall be as field operator in large size combined cycle power plant.

k. **Technicians**: Engineering Diploma/ITI in respective discipline with minimum 4 (four) years of relevant power plant working experience.

l. **Chemist**: Graduate degree in chemistry with minimum 4 (four) years of relevant thermal power plant working experience.

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.

n. **Head Purchase**: Engineering degree preferably in Mechanical Engineering with minimum 8 (Eight) years of relevant working experience and experience of working in SAP – MM Module.

o. **Purchase Assistant**: Engineering diploma preferably in Mechanical Engineering with minimum 4 (four) years of relevant working experience.

p. **Store Keeper**: Graduate degree with minimum 4 (four) years of relevant working experience.

q. **Store Assistant**: Graduate/+2 with minimum 1 (one) years of relevant working experience.

r. **Fire Supervisor**: Diploma in Fire Safety with minimum 8 years of relevant working experience.

s. **Firemen:** With minimum 6 years of relevant working experience.

t. **Fire Tender Driver-Cum-Operator**: With minimum 4 years of relevant working experience.

5. Educational qualification shall be from an institute of repute and shall be acceptable to the Owner.

6. 1 (one) Person in operation with minimum 4 (four) years of 9FA Gas Turbine operation experience is essential. However, 1 (one) Person with minimum 2 (two) years of 9FA Gas Turbine operation in each shift is desirable.

7. C&I Maintenance: At least 1 (one) engineer shall have maintenance experience in MARK-VI and 1 (one) engineer shall have maintenance experience in maxDNA.

8. Mechanical maintenance: At least 1 (One) engineer shall have experience of large size industrial gas turbine maintenance and 1 (one) engineer shall have experience of large size steam turbine maintenance.

9. Atleast 1 (one) certified boiler operator shall be deployed in operations team and all the HV switch gear operation is to be done by qualified/ designated competent personnel only.

10. Electrical Maintenance staff shall have requisite license.

11. O&M Operator shall have contractor's license to work on 400KV/132 KV system / line.

12. Organogram of the Staffing Plan and functional structure of the O&M Operator is attached as Schedule A to this Annexure 1.

13. Designations given in this Staffing Plan is functional designation and is independent of Administrative Designation of employees solely governed by HR Policy of O&M Operator.

14. 'Engineering degree' referred in this Staffing Plan is full time four year graduate engineering course at the end of which award of either B.Tech (Bachelor of Technology) or B.E (Bachelor of Engineering) is provided.

15. 'Engineering diploma' referred in this Staffing Plan is full-time three-year diploma engineering course at the end of which award of Diploma in Engineering is provided.

16. 'Role of graduate engineer or above' referred in this Staffing Plan means positions for which minimum educational qualification requirement is engineering degree.

SCHEDULE A

Organogram – of Staffing Plan

ANNEXURE-2

CONTRACT PRICE

SL. NO	DESCRIPTION OF ITEM	Amount (in INR)
I	**TAKEOVER PHASE**	
IA	Price for providing services as defined in Biding Document during the Takeover Phase of Plant starting from date of Letter of Award and ending on 24:00 hrs on 31st December 2026.	-
IB	All applicable taxes, duties and levies on IA above.	-
A	**TOTAL PRICE - PRE-OPERATIONAL PHASE - (IA + IB)**	-
II	**OPERATIONAL PHASE- 1st YEAR**	
IIA	Price for operation & maintenance services starting from 00:00 Hrs of 1st January 2027 and ending on 24:00 hrs on 31st December 2027.	-
IIB	All applicable taxes, duties and levies on IIA above.	-
B	**SUB-TOTAL (TOTAL PRICE FOR 1ST YEAR OF OPERATION starting from 00:00 Hrs of 1st January 2027 and ending on 24:00 hrs on 31st December 2027) -(IIA + IIB)**	-
III	**OPERATIONAL PHASE- 2nd YEAR**	
IIIA	Price for operation & maintenance services starting from 00:00 Hrs of 1st January 2028 and ending on 24:00 hrs on 31st December 2028.	-
IIIB	All applicable taxes, duties and levies on IIIA above.	-
C	**SUB-TOTAL (TOTAL PRICE FOR 2 ND YEAR OF OPERATION starting from 00:00 Hrs of 1st January 2028 and ending on 24:00 hrs on 31st December 2028) -(IIIA + IIIB)**	-
IV	**OPERATIONAL PHASE- 3rd YEAR**	
IVA	Price for operation & maintenance services starting from 00:00 Hrs of 1st January 2029 and ending on 24:00 hrs on 31st December 2029.	-
IVB	All applicable taxes, duties and levies on IVA above.	-
D	**SUB-TOTAL (TOTAL PRICE FOR 3RD YEAR OF OPERATION starting from 00:00 Hrs of 1st January 2029 and ending on 24:00 hrs on 31st December 2029) -(IVA + IVB)**	-
E	**TOTAL PRICE FOR TAKEOVER AND OPERATIONAL PHASE (A+B+C+D)**	-
F	TOTAL TAXES, DUTIES & LEVIES (INR)	-

PART-A:

Total Quoted Takeover Phase Fee : INR '_____'

Total Quoted Operating Fee : INR '_____'

PART-B

Take Over Phase Fee for the Takeover Phase: INR '_____'

PART-C

Total Quoted Operating Fee for the Operational Phase including all taxes & duties :

Quoted Operating Fee for the first Operating Year : INR '_____'

Quoted Operating Fee for the second Operating Year : INR '_____'

Quoted Operating Fee for the third Operating Year : INR '_____'

Part D

The Operating Fee for each Operating Year shall be adjusted in accordance with the formula/methodology provided below:

COMPUTATION OF O&M FEES

O&M fees payable for a calendar month during each Operating Year shall be in accordance with the following formulae –

1. O&MF1 = (OF/12) (APA_1/GAPA), subject to ceiling of (OF/12).
2. O&MF2 = ((OF*2/12) (APA_2/GAPA), subject to ceiling of (OF*2/12)) –O&MF1.
3. O&MF3 = ((OF*3/12) (APA_3/GAPA), subject to ceiling of (OF*3/12)) –(O&MF1+O&MF2).
4. O&MF4 = ((OF*4/12) (APA_4/GAPA), subject to ceiling of (OF*4/12)) –(O&MF1+O&MF2+O&MF3).
5. O&MF5 = ((OF * 5/12) (APA_5/GAPA), subject to ceiling of (OF*5/12)) –(O&MF1+O&MF2+O&MF3+O&MF4).
6. O&MF6 = ((OF*6/12) (APA_6/GAPA), subject to ceiling of (OF*6/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5).
7. O&MF7 = ((OF * 7/12) (APA_7/GAPA), subject to ceiling of (OF*7/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6).
8. O&MF8 = ((OF *8/12) (APA_8/GAPA), subject to ceiling of (OF*8/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6+ O&MF7).
9. O&MF9 = ((OF * 9/12) (APA_9/GAPA), subject to ceiling of (OF*9/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6+ O&MF7+ O&MF8).
10. O&MF10 = ((OF *10/12) (APA_{10}/GAPA), subject to ceiling of (OF*10/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6+ O&MF7+ O&MF8+ O&MF9).
11. O&MF11 = ((OF * 11/12) (APA_{11}/GAPA), subject to ceiling of (OF*11/12)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6+ O&MF7+ O&MF8+ O&MF9+ O&MF10).
12. O&MF12 = ((OF) (APA_{12}/GAPA), subject to ceiling of (OF)) – (O&MF1+O&MF2+O&MF3+O&MF4+ O&MF5+ O&MF6+ O&MF7+ O&MF8+ O&MF9+ O&MF10+ O&MF11).

Where,
O&MF = O&M fees for the particular month

APA_N= Annual Plant Availability achieved upto the end of the N^{th} month (to be calculated in accordance with the formula prescribed under clause 10.2 and the Certificate of Annual Plant Availability jointly signed by the Owner and the O&M Operator and submitted in accordance with Clause 7)

OF = Quoted Operating Fees for a particular Operating Year as mentioned in Part C of this Annexure 2

GAPA = Guaranteed APA i.e. 94% (as defined in clause 10.2.1)

O&MF1, O&MF2, O&MF3, O&MF4, O&MF5, O&MF6, O&MF7, O&MF8, O&MF9, O&MF10, O&MF11 & O&MF12 are the O&M fees of 12 months respectively.

Part F – Indirect Taxes which are part of the Contract Price (TERM) : INR '_____'

Part G - Schedule of Price for Manpower

Sl. No.	Category of Manpower	1st year of operation (0-12 months)	2nd year of operation (13-24 months)	3rd year of operation (25-36 months)
		MONTHLY PRICE IN FIGURES(INR)	MONTHLY PRICE IN FIGURES(INR)	MONTHLY PRICE IN FIGURES(INR)
A	**Operation:**			
a	Plant Manager			
b	Operations Manager			
c	Shift-in-charge			
d	Shift Engineers			
e	Shift Operator			
f	Chemist			
g	Lab Technician			
h	RWIS & H_2 Plant operator			
B	**Maintenance:**			
a	Manager - Mechanical Maintenance			
b	Engineer – Mechanical Maintenance			
c	Technician – Mechanical Maintenance			
d	Manager - Electrical Maintenance			
e	Engineer – Electrical Maintenance			
f	Technician – Electrical Maintenance			
g	Manager – C&I Maintenance			
h	Engineer – C&I Maintenance			
i	Technician – C&I Maintenance			
j	Engineer – Civil Maintenance			
k	Manager – Planning & Technical Cell			
l	Engineer – Planning and Technical Cell			
C	**Support Services:**			
a	Head Purchase			
b	Purchase Engineer			
c	Store-keeper			

Sl. No.	Category of Manpower	1st year of operation (0-12 months)	2nd year of operation (13-24 months)	3rd year of operation (25-36 months)
		MONTHLY PRICE IN FIGURES(INR)	MONTHLY PRICE IN FIGURES(INR)	MONTHLY PRICE IN FIGURES(INR)
d	Store Assistant			
e	HSE Manager			
f	HR/IR & Admin			
g	Fire Supervisor			
h	Firemen			
i	Fire Tender Driver-Cum-Operator			
j	Finance & Accounts			

Note:

1.) Above mentioned price of manpower is all inclusive including cost of mobilization, demobilization, transportation, accommodation, taxes, duties, visa, license fee, etc.
2.) Above price is applicable for all personnel, Indian and expatriates.
3.) Above price is payable for number of days service provided in a month on pro-rata basis. No price is payable for the days person is on leave except for holidays declared by OTPC.
4.) Above price includes working on overtime, working on holiday, working during shifts, working during day or night.
5.) If during the course of the O&M Contract if any additional manpower is required to perform any additional services (at the request of the Owner) in addition to the Services envisaged under the O&M Contract, then the price for such additional manpower shall be determined on the basis of this schedule of price. Any such price adjustment shall be made on a yearly basis.
6.) If in any Operating Year under the O&M Contract there is a shortfall in manpower deployed at Site then the Operational Phase Fee payable for the absence period shall be reduced on the basis of this schedule of price. For such shortfall in deployment, the Owner shall have the right to engage additional manpower through manpower supplier and total expenses towards any such deployment shall be deducted along with appropriate overhead costs from the monthly Operational Phase Fee payable to the O&M Operator.
7.) If non deployment is done for more than one month, the applicable deduction will be increased for each subsequent month by 10% for each such subsequent months.
8.) The manpower price of the first year shall be at least 5% (five percent) less than the manpower price for the second year; and, the manpower price of the second year shall be at least 5% (five percent) less than the manpower price for the third year.

ANNEXURE-3

TECHNICAL SPECIFICATIONS

ANNEXURE-4

FORMAT FOR PERFORMANCE BANK GURANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To,

ONGC Tripura Power Company Limited,
10th Floor, Core 4 & central, SCOPE Minar
Laxmi Nagar
Delhi - 110092
Ph: +91-11-22404700
Fax:+91-11- 22017731/ 22018831

Dear Sirs,

At the request and for the account of our client _____ having its registered office at _____ (hereinafter referred to as the "**Contractor**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns), and in consideration of ONGC Tripura Power Company Ltd having its registered office at **Udaipur-Kakraban Road, Palatana P.O., District Gomati, Tripura - 799105** (India) (hereinafter referred to as the "Owner", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) having awarded the Contract for operation & maintenance for 2x363.3 MW Combined Cycle Power Plant at Palatana, Tripura, India under reference no. _____ dated _____ to the Contractor (as amended, supplemented or modified from time to time in accordance with the terms thereof, hereinafter referred to as the "**Contract**") and the Contractor having agreed to provide a contract performance guarantee to the Owner for the full and faithful performance of each of Contractor's payment and other obligations under the Contract in an amount equal to **Rs** _____ [Rupees _____] (as such, amount may change pursuant to terms of the Contract, hereinafter "**Aggregate Maximum Amount**"),

We, _____, having our head office at _____ (hereinafter referred to as the "**Bank**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay to the Owner, immediately on receipt of written demand, any and all monies which the Owner certifies that it is entitled to draw hereunder pursuant to the terms and conditions of the Contract to the extent of the Aggregate Maximum Amount for the claim (s) arising up to the End Date (as defined below) without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Owner on the Bank under this Guarantee shall be (a) conclusive evidence that the Owner is entitled to demand payment thereof from the Bank pursuant to the terms and conditions of the Contract and (b) binding on the Bank, in each case notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority Multiple drawings may be made under this Guarantee. The Aggregate Maximum Amount under this Guarantee shall be automatically reduced by the amount paid to the Owner against demands for payment under this Guarantee.

This Guarantee may be amended to extend the then-current End Date upon the written request of the Contractor, but this Guarantee shall not otherwise be amended, and the Aggregate Maximum Amount shall not be reduced without the prior written consent of the Owner.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting the liability of the Bank under this Guarantee, to postpone from time to time the exercise of any powers vested in the Owner or of any right which the Owner might have against the Contractor, to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants in the Contract or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under this Guarantee by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank from such obligations.

The Bank also agrees that the Owner, at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

The Bank's liability under this Guarantee is limited to the Aggregate Maximum Amount and it shall remain in force up to and including _____, 20__ (such date as may be extended, the "**End Date**"). The End Date shall be extended from time to time for such period as may be desired by the Owner and accepted by the Contractor on whose behalf this Guarantee has been issued. The Bank hereby agrees to notify the Owner in writing by registered mail not less than 30 (thirty) days prior to any expiration or other cancellation of this Guarantee if for any reason this Guarantee will expire according to its terms or will otherwise be cancelled and the validity of this Guarantee has not been extended beyond the then current End Date. This Guarantee shall expire on the End Date whether returned to us or not, but, Owner may raise a claim occurred on or prior to End Date on Bank within 2 (two) months of End Date of this Guarantee and Bank will honour such claim(s), and no claims will be honoured thereafter.

Dated this ____day of _____, 20____at _____

WITNESS

(Signature)_____ (Signature) _____

(Name) ---------- (Name) ----------

(Official Address) (Designation with Bank stamp)

Attorney as per Power of Attorney
No.
Dated

Note: Currency of this Bank Guarantee shall be INR (Indian Rupees). This Bank guarantee shall be provided under a cover letter from the bank which is duly signed by 2 (two) authorized officers of such bank.

ANNEXURE - 5

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

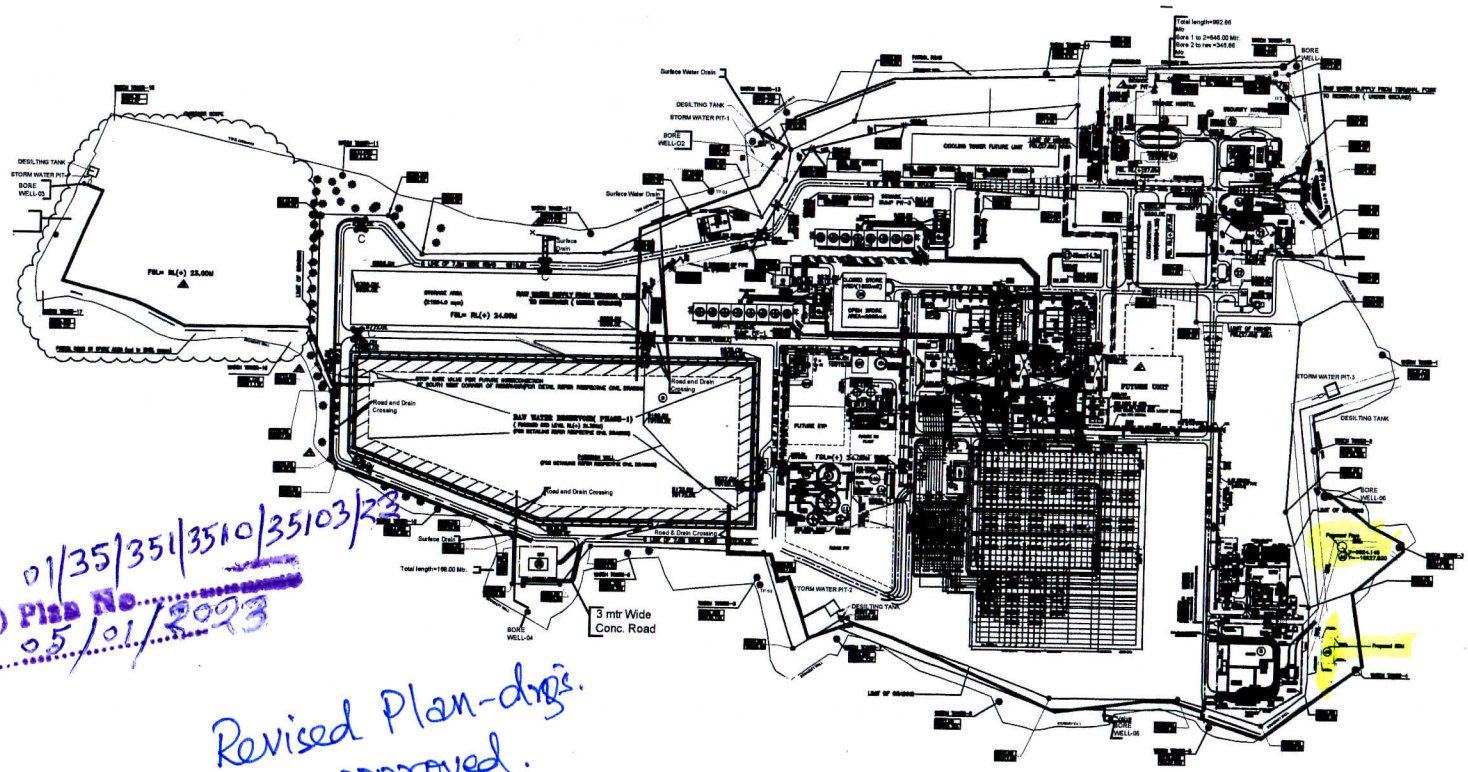
ANNEXURE – 6

SITE

FIRST ANGLE PROJECTION

VBDE-100N-DOI-SIS-DG-EJ

ON SMO



WIND ROSE

ITEM NO.	DESCRIPTION	REMARKS
1	GAS TURBINE	BHEL SCOPE
2	STEAM TURBINE HALL	-do-
3	HRSG	-do-
4	B. F P. BUILDING	-do-
5	TRANSFORMER YARD AREA	-do-
6	EMERGENCY D.G. SET	-do-
7	SWITCHYARD AREA	-do-
8	GAS STATION	CUSTOMER IN NOT
9	RAW WATER RESERVOIR	BHEL SCOPE
10	RAW WATER PUMPHOUSE	-do-
11	PT PLANT	-do-
11a	CHEMICAL HOUSE	-do-
11b	CLARIFIED WATER STORAGE TANK	-do-
11c	CLARIFIED WATER PUMP HOUSE	-do-
12	WORKSHOP	-do-
13	STORES	-do-
14	GUARD POND	-do-
15	GRID CONTROL ROOM	-do-
16	CONTRACTOR BUILDING	deleted in rOI
17	FIRE DRILL TOWER	BHEL SCOPE
18	DM PLANT	-do-
19	SERVICE WATER OVERHEAD TANK	-do-
20	SECURITY	-do-
21	ADMIN. BUILDING (DOUBLE STORY)	-do-
22	CANTEEN	-do-
23	CAR PARKING	-do-
24	TWO WHEELER PARKING	-do-
25	MEDICAL CENTRE	-do-
26	FIRE STATION	-do-
27	CONTROL & FACILITY BUILDING	-do-
28	COMPRESSOR BUILDING	-do-
29	CW PUMP HOUSE	-do-
30	COOLING TOWER	-do-
31	NG COMPRESSOR STATION	-do-
32	SECURITY HOSTEL	-do-
33	TRAINEE HOSTEL(DOUBLE STOREY)	-do-
34	TRAINEE CENTRE(DOUBLE STOREY)	-do-
35	HYDROGEN PLANT	-do-
36	WATCH TOWERS (1 TO 10)	-do-
37	ETP	-do-
38	CHEMICAL STORAGE	DELEATED
39	CHEMICAL LAB AND O&M OFFICE	BHEL SCOPE
40	SEWAGE TREATMENT PLANT	-do-
41	CW CHLORINATION PLANT BUILDING	-do-
42	ELECTRICAL CONTROL BLDG.	-do-
43	HOTWELL H/U & HRSG FILL PUMP HOUSE	-do-
44	Proposed Flare	ONGC Scope
45	Proposed GDU	ONGC Scope

Factory (Revised) Plan No. 01/35/351/3510/35103/23

Date 05/01/2023

Revised Plan-drgs. approved.

05/01/2023

(Er. S. MAJUMDAR)
Chief Inspector of Factories & Boilers
Government of Tripura.

NOTES:-

1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED.
2. THE LOCATION OF BUILDINGS ARE PRELIMINARY, THE BUILDING DIMENSIONS ARE ALSO TENTATIVE.
3. A.) NON PLANT AREA(RATCHED)
   FINISHED GROUND LEVEL (FGL) — RL(+)27.0M
   ROAD LEVEL — RL(+)27.3M
   FINISH FLOOR LEVEL(FFL) INSIDE OF ALL BUILDING — RL(+)27.3M
   B. POWER OF TGB PLANT / NGBR PLANT AREA
   FINISHED GROUND LEVEL (FGL) — RL(+)24.0M
   ROAD LEVEL — RL(+)24.4M
   PAVEMENT LEVEL IN HRSG AREA — RL(+)24.3M
   GROUND FLOOR LEVEL OF MAIN PLANT BLDG. (0.0m) — RL(+)24.3M
4. WIDTH OF PATROL ROAD ALONG PLANT BOUNDARY — 3.0M
   WIDTH OF MAIN ROADS — 7.0M
   WIDTH OF VARIOUS APPROACH/ACCESS ROADS — 4.0M
5. BEYOND THE GRADED LEVEL , SUITABLE SLOPE TO MATCH EXISTING GROUND LEVEL AT BOUNDRY WALL SHALL BE PROVIDED

LEGENDS:-

PROPERTY LINE
BOUNDARY WALL
GREEN BELT
PIPE RACK

KEY PLAN

REV	DATE	DESCRIPTION	DRN	CHKD	APPROVED
01	17.11.2022	ADDITION/ MODIFICATION IS REVISED AS PER NEW BUILDING LAYOUT.	SS	MSV	DSN
02	12.12.2022	1. ADDITION/ MODIFICATION IS REVISED AS PER NEW BUILDING LAYOUT. 2. FUTURE ESP BUILDING AREA CHANGED AS PER NEW BUILDING LAYOUT.	SS	MSV	DSN

OWNER: ONGC - Tripura Power Company Limited

PROJECT: 726.6 MW Combined Cycle Power Project
PALLATANA, TRIPURA, INDIA

OWNER'S ENGINEER: FICHTNER Consulting Engineers (India) Pvt. Limited
Chennai

EPC CONTRACTOR: BHARAT HEAVY ELECTRICALS LTD
UNIT : PROJECT ENGINEERING MANAGEMENT, NEW DELHI

BHEL/ONGC PROPRIETARY INFORMATION
The information on this Document is the property of Bharat Heavy Electricals Limited it must not be used directly or indirectly in any way detrimental to the interest of the company

SCALE	SIZE	DRAWN	CHECKED	APPROVED
1:1000	A1	SS	MSV	DSN

TITLE: PLOT PLAN

BHEL/ONGC VENDOR DRG NO. PE-DG-819-100-M001

SHT. No. 1 OF 1

ANNEXURE-7

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE O&M OPERATOR FOR THE EQUIPMENT HANDED OVER/TO BE HANDED OVER IN INSTALMENTS BY THE OWNER FOR PERFORMANCE OF THE CONTRACT

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

This Indemnity Bond made this .....day of..... 20 ..... by....., having its Registered Office at ..... (hereinafter called as "**Contractor**" or "**O&M Operator**" which expression shall include its successors and permitted assigns) in favour of ONGC Tripura Power Company Limited., having its registered office at **Udaipur-Kakraban Road, Palatana P.O., District Gomati, Tripura - 799105** (India) (hereinafter referred to as the "**Owner**" or "**OTPC**" or "Company" which expression shall include its successors and permitted assigns).

WHEREAS the Owner has awarded to the O&M Operator, a contract for..... vide its Contract No. .....dated.....read in conjunction with its Amendment No. .....Dated ..... and Amendment No. .....Dated ..... (applicable when amendments have been issued) (hereinafter called the "**Contract**") in terms of which the Owner is required to hand over various tools, tackles, equipment and other material to the O&M Operator for performance of its obligations under the Contract.

AND WHEREAS by virtue of Clause 28.4 of the Contract, the Contractor is required to execute an Indemnity Bond in favour of the Owner for the various tools, tackles, equipment and other material to be issued to the O&M Operator by the Owner (hereinafter referred to as "**Owner Issued Materials**") for the purpose of performance of its obligations under the Contract.

NOW, THEREFORE, this Indemnity Bond WITNESSETH as follows:

1. That in consideration of various Owner Issued Materials as mentioned in the Contract, to be handed over to the O&M Operator in one lot or in installments from time to time for the purpose of performance of the Contract, the O&M Operator hereby undertakes to indemnify and to keep the Owner indemnified to the [extent of Rs.....(Rupees.....) being the value of the maximum quantity of the various Owner Issued Materials] that can be in the custody of the O&M Operator, computed at the rates included in the Contract. The O&M Operator hereby also acknowledges actual receipt of the initial installments of the Owner Issued Materials, as per details in the schedule appended hereto. Further, the O&M Operator agrees to acknowledge receipt of the subsequent installments of the Owner Issued Materials, as required by the Owner in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Indemnity Bond. The O&M Operator shall hold such Owner Issued Materials in trust as a "Trustee" for and on behalf of the Owner.

2. That the O&M Operator is obliged and shall remain absolutely responsible for the safe keeping and custody of the Owner Issued Materials at the Site against all risks whatsoever till the expiry of the term of the Contract in accordance with the terms of the Contract. The

O&M Operator undertakes to keep the Owner harmless against any loss or damage that may be caused to the Owner Issued Materials.

3. The O&M Operator undertakes that the Owner Issued Materials shall be used exclusively for operation & maintenance of the Plant for which the same has been issued, strictly in accordance with the terms and conditions of the Contract and that no part of the Owner Issued Materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the O&M Operator that non observance of the obligations under this Indemnity Bond by the O&M Operator shall inter-alia constitute a criminal breach of trust on the part of the O&M Operator for all intents and purposes including legal/penal consequences.

4. That the Owner is and shall remain the exclusive owner of the Owner Issued Materials free from all encumbrances, charges or liens of any kind, whatsoever. The Owner Issue Materials shall at all times be open to inspection and checking by Owner or other employees/agents authorized by him in this regard. Further, the Owner shall always be free at all times to take possession of the Owner Issued Materials in whatever form they may be, if in his opinion, the Owner Issued Materials are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the O&M Operator or any other Person or on account of any reason whatsoever and the O&M Operator binds itself and undertakes to comply with the directions of demand of the Owner to return the Owner Issued Materials without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Owner Issued Materials or the same or any part thereof is misutilised in any manner whatsoever, then the O&M Operator hereby agrees that the decision of the Owner as to assessment of loss or damage to the said Owner Issued Materials shall be final and binding on the O&M Operator. The O&M Operator binds itself and undertakes to make good the loss/damage of/to the Owner Issued Materials at its own cost and/or shall pay the amount of loss to the Owner without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Owner against the O&M Operator under the Contract and under this Indemnity Bond.

IN WITNESS WHEREOF, the O&M Operator has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE-1

Particulars of Owner Issued Materials handed over	Quantity	Particulars of Dispatch Documents	Signature of Attorney in token of receipt
		RR/GR /BLNo. Date (Carrier Name). :	

(Please number subsequent schedules)

For and on behalf of M/s .....

Signature .....

Name .....

Designation .....

Authorised Representative *

(Common Seal)
(In case of Company)

WITNESS :

Signature (i) .....(ii) .....
Name (i).....(ii) .....
Address (i).....(ii) .....

Indemnity Bonds are to be executed by the authorized persons of the Contractor and (i) either under its common seal or (ii) having the power of attorney issued under common seal of the Contractor with authority to execute Indemnity Bonds. In case of (ii) above, the original power of attorney if it is specifically for the Contract or a photostat copy of the power of attorney if it is general power of attorney shall be provided along with the Indemnity Bond. In case of (i) above a certified true copy of the board resolution in favour of the authorised person shall be provided along with the Indemnity Bond.

Annexure-8

SAFETY CODE

1.0 Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

2.0 Scaffolding or staging more than 3.25 (three decimal two five) meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 (one) meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3.0 Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally and, if the height of a platform or gangway or stairway is more than 3.25 (three decimal two five) meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in para 2 above.

4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of Persons or materials by providing suitable fencing or railing with a minimum height of 1 (one) meter.

5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 (nine) meters in length. Width between side rails in a rung ladder shall in no case be less than 30 (thirty) cm for ladders up to and including 3 (three) meters in length. For longer ladders this width shall be increased at least 6 (six) mm. for each additional 30 (thirty) cm. of length. Uniform step spacing shall not exceed 30 (thirty) cm.

6.0 Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the locations at the Plant shall be so stacked or placed as to cause danger or inconvenience to any Person or the public. The O&M Operator shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any Person for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit, action or proceeding to any such Person or which may, with the consent of the Owner, be paid to compromise any claim by any such Person.

7.0 **Excavation and Trenching:** All trenches, 1.5 (one decimal five) meters or more in depth, shall at all times be supplied with at least 1 (one) ladder for each 20 (twenty) meter length or fraction thereof. The ladder shall be extended from bottom of trench to at least 1 (one) meter above surface of the ground. Sides of a trench which is 1.5

(one decimal five) meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 (one decimal five) meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

8.0 **Demolition:** Before any demolition work is commenced and also during the process of the work :-

8.1 All roads and open areas adjacent to the work Site shall either be closed or suitably protected.

8.2 No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.

8.3 All practical steps shall be taken to prevent danger to Persons employed, from risk or fire or explosion, or collapse, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

9.0 All necessary personal safety gear/equipment, as considered adequate by the Owner, shall be made available by O&M Operator for use of Persons employed on the Site and maintained in a condition suitable for immediate use; and the O&M Operator shall take adequate steps to ensure proper use of equipment by those concerned. Such safety gear/equipment shall include, but not be limited to as under:-

9.1 Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

9.2 Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

9.3 Those engaged in welding works shall be provided with welder's protective eye-shields.

9.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

10.0 When workers are employed in sewers and manholes, which are in use, the O&M Operator shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

11.0 The O&M Operator shall not employ men below the age of 18 (eighteen) and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 (eighteen) are employed on the work of lead painting, the following precautions shall be taken:

11.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

11.2 Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

11.3 Overalls shall be supplied by the O&M Operator to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

12.0 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any Person in danger and adequate provision made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

13.0 Use of hoisting machines and tackle including their attachments, anchorages and supports shall conform to the following:-

13.1 These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

13.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

14.0 Every crane driver or hoisting appliance operator shall be properly qualified and no Person under the age of 21 (twenty one) years shall be in charge of any hoisting machine including any scaffold or give signals to operator.

15.0 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load in English as well in the vernacular language of the area. In case of a hoisting machine a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.

16.0 In case of machine provided by the Owner, safe working load shall be notified by the Owner. As regards O&M Operator's machines the O&M Operator shall notify safe working load of each machine to the Owner whenever it brings such machines to Site of work and get the same verified by the Owner.

17.0 Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum, the risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum, the risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum, the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

18.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be

maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

19.0 These safety provisions shall be brought to the notice of all concerned by display, in English, Hindi as well as in the vernacular language of the area, on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the O&M Operator.

20.0 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the O&M Operator shall be open to inspection by the Owner and the Inspecting Officers as defined in the Contractor's Labour Regulation.

21.0 No toxic materials or any other chemicals, which in the opinion of the Owner are harmful to human subsistence or local vegetation, shall be used in the Plant without specific permission for their use by the Owner.

22.0 Notwithstanding the above conditions 1 to 21, the O&M Operator is not exempted from the operation of any other Act or Rule in force.

ANNEXURE-9

LIST OF PERMITS / CLEARANCES - OWNER'S RESPONSIBILITY AND O&M OPERATOR'S RESPONSIBILITY

SL. No.	DESCRIPTION OF THE PERMITS	AUTHORITY	EXTENT OF O & M OPERATOR'S RESPONSIBILITY	EXTENT OF OWNER'S RESPONSIBILITY
1	Consent to Establish/ Consent to Operate	Tripura State Pollution Control Board (TSPCB), Govt. of Tripura	• Adherence to Pollution Control Norms • Maintenance of the equipment for meeting the performance standards as specified by TSPCB • Technical inputs, data etc required for renewal of permits	• Initial approval from the Authority. • Renewal of permit subject to O&M Operator ensuring compliance to performance standard specified by TSPCB
2	Environmental Clearance	Ministry of Environment & Forest (MOEF), Govt. of India	• Adherence to Environmental Clearance terms & Conditions • Adherence to Pollution Control Norms • Maintenance of the equipment for meeting the performance standards as specified by TSPCB • Technical inputs, data etc required for renewal of permits	• Initial clearance from the Authority. • Renewal of permit subject to O&M Operator ensuring compliance to performance standard specified by MOEF
3	Clearance for the Chimney	Airport Authority of India	• Adherence to AAI Clearance terms & conditions e.g. maintenance of aviation lighting	• Initial clearance from the Authority.
4	Annual Boiler Certification	The Chief Inspector of Boilers, Tripura	• Complete responsibility with O&M Operator. • Payment of Statutory fee to the Authority	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator • Reimbursement of the Statutory fee paid to the Authority.
5	Fire fighting/ Protection system approval	Loss Prevention Association of India/ Tariff Advisory Committee	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
6	CEIG annual Clearances	Regional Electrical	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned

	for electrical system within the Plant	Inspection Authority, CEA.	• Payment of Statutory fee to the Authority	Authority in the requested format to O&M Operator • Reimbursement of the Statutory fee paid to the Authority.
7	Post installation approval for Buildings, pipe layouts, cable routes, acid and chemical storage	The Chief Inspector of Factories, Tripura	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
8	Labour License	Labour Commissioner, Tripura	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
9	Registration of workers required pursuant to the Code on Social Security, 2020, or exemption to be claimed if other Group Insurance is taken (for O&M Operator's personnel)	ESI	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
10	Renewal of license for storage of petroleum products	Chief Controller of Explosive, Govt. of India	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
11	License to work as contractor in 400/132 KV Switchyard	Regional Electrical Inspection Authority, CEA	• Complete responsibility with O&M Operator. • Payment of Statutory fee to the Authority	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
12	Occupational Safety, Health and Working Conditions Code, 2020	State Factory Inspectorate	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
13	Indian Explosive Act ,1884	Chief Controller of Explosive, Govt. of	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits

		India		
14	Indian Electricity Grid Code	CEA	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
15	Gas Cylinder Rules 2016	CCOE	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
16	Static & Mobile pressure vessles (Unfired) rules 2016	CCOE	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits
17	Micro, Small and Medium Enterprises Development Act 2006	Ministry of MSME	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
18	Fatal Accidents Act 1985	Appropriate authority	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
19	Indian Contract Act 1872	Appropriate authority	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
20	GST Act 2017	GST Council	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
21	The Public Liability Insurance Act 1991	Appropriate authority	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
22	The Environment Protection Act 1986	MoEFCC	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
23	The Noise & Pollution (Regulations & Control) Rules, 2000	MoEFCC	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
24			•	•
25	Water (Prevention & Control of Pollution) Act 1974	State Pollution control board	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
26	E waste as per E-Waste Management Rules 2022	State Pollution control board	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
27	Hazardous and other Wastes (Management and Transboundary Movement) Rules-2016	State Pollution control board	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
28	Cyber Law	Appropriate	• Technical inputs required	• Obtaining the

		authority	for obtaining the approval	approval/ permits/filing return
29	Indian Stamp Duty 1899	Appropriate authority	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
30	Petroleum Act 1934	MoPNG	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
31	Petroleum Rules 2002	MoPNG	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
32	Petroleum & Naturals gas Rules 2025	MoPNG	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
33	Professional Tax Act 1975	Appropriate authority	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
34	Occupational Safety, Health and Working Conditions Code, 2020read with Occupational Safety, Health and Working Conditions (Central) Rules, 2026, Code on Social Security, 2020 and Social Security (Central) Rules, 2026	Dept. of Labour.	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
35	Social Security, 2020	Appropriate authority	• Technical inputs required for obtaining the approval	• Obtaining the approval/ permits/filing return
36	The Sexual Harassment Of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013	District Authority (DM)	• Technical inputs & compliance required for obtaining the approval	• Obtaining the approval/ permits/filing return
37	The Plastic Waste Management Rules, 2016	State Pollution control board	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
38	The Wetlands (Conservation and Management) Rules, 2017	Appropriate authority	• Technical inputs & compliance required for obtaining the approval	• Obtaining the approval/ permits/filing return
39	The Batteries (Management and Handling) Rules, 2022	State Pollution control board	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned Authority in the requested format to O&M Operator
40	Environment (Construction and	Appropriate authority	• Complete responsibility with O&M Operator.	• Provide letter/application addressed to concerned

	Demolition) Waste Management Rules, 2025			Authority in the requested format to O&M Operator

ANNEXURE-10

CURRENT SHAREHOLDING OF THE O&M OPERATOR

ANNEXURE-11

EHS POLICY

OTPC

ONGC Tripura Power Company Limited

10th Floor, Core 4 and Central, SCOPE Minar, Laxmi Nagar, Delhi-110092, Phone : +91-11-22404700, Fax : +91-11-22017731, 22018831

QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY POLICY

ONGC Tripura Power Company Limited (OTPC), engaged in generation of electrical energy is committed to enhance customer satisfaction, maintain highest standards of Quality, Environment, Occupational Health & Safety (QEOH&S) and minimize adverse impact on environment and health of all persons working for and on behalf of OTPC.

Towards this noble goal of 'ZERO HARM', we are committed to provide adequate resources and an active leadership in QEOH&S management. We shall strive to:

- Comply with all applicable legislations, codes, standards and related requirements to promote QEOH&S for sustainable development.
- Achieve excellence by continual improvement of effectiveness of the QEOH&S management systems.
- Provide quality power by maintaining economy in generation through optimizing the use of natural resources in a socially responsible manner.
- Protection of environment by prevention of environment pollution and occupational illness by using sustainable technologies and work practices.
- Establish and periodically review QEOH&S objectives and targets to continually enhance QEOH&S performance.
- Enhance knowledge, skills and competence on QEOH&S systems and management through sustained education & training.
- Seek involvement of employees, contract workers and all stakeholders in promotion and conservation of environment and improve occupational health and workplace safety on a sustained basis.

This policy has been communicated to all persons working at OTPC and shall be proactively shared with the public & interested parties.

This policy shall be reviewed every three years or earlier, if required.

24/11/2025

Praveen Saxena
Managing Director

ANNEXURE-12

GUARANTEED PARAMETERS - ANNUAL PLANT HEAT RATE AND PLANT AUXILIARY POWER CONSUMPTION

Sl.	PLF (%)	PLANT HEAT RATE (KCal/KWhr)	AUXILIARY POWER CONSUMPTION (%)
1	100	1505.70	3.413
2	99	1508.62	3.436
3	98	1511.53	3.459
4	97	1514.45	3.483
5	96	1517.36	3.507
6	95	1520.28	3.531
7	94	1523.19	3.556
8	93	1526.11	3.582
9	92	1529.02	3.608
10	91	1531.94	3.635
11	90	1534.85	3.662
12	89	1537.77	3.690
13	88	1540.68	3.719
14	87	1543.60	3.748
15	86	1546.51	3.778
16	85	1549.43	3.809
17	84	1552.34	3.840
18	83	1555.26	3.873
19	82	1558.17	3.906
20	81	1561.09	3.939
21	80	1564.00	3.974
22	79	1570.16	4.012
23	78	1576.32	4.051
24	77	1582.48	4.091
25	76	1588.64	4.132
26	75	1594.80	4.175
27	74	1600.96	4.218
28	73	1607.12	4.263
29	72	1613.28	4.308
30	71	1619.44	4.356
31	70	1625.60	4.404
32	69	1631.76	4.454
33	68	1637.92	4.505
34	67	1644.08	4.558
35	66	1650.24	4.613
36	65	1656.40	4.669
37	64	1662.56	4.727
38	63	1668.72	4.786
39	62	1674.88	4.848
40	61	1681.04	4.912
41	60	1687.20	4.978

ANNEXURE-13

REPORTS

I. The O&M Operator shall provide to the Owner by 6 (six) A.M. every day, a report for the previous day ("**Daily Report**"), in the form acceptable to the Owner, including, but not limited to, the following details:

1. Operation: Hourly Declared Available Capacity, hourly gross generation, gross generation of the day, hourly net dispatch, net dispatch of the day, Auxiliary Power Consumption and Deemed Generation;

2. Plant Performance: Efficiency of Gas Turbine, HRSG, steam turbine, DM plant and cooling tower, Plant load factor (PLF) of the day, Plant heat rate of the day, cumulative Plant heat rate for the month and year as of date;

3 Consumption: Raw water, DM Water, Consumables, Spare Parts and other items;

4. Outages: all outages (including Scheduled Outage, equipment outage and outages due to any other reason);

5. Environmental Compliance: Emission compliance, effluent quality compliance, events having any environmental impact;

6. Safety/Security: Lost time accident, near miss event, injuries, security event;

7. Inventory Status: Consumables, raw water, Spare Parts, etc. received, consumed;

8. Fuel Management: Fuel scheduled, Fuel received, Fuel scheduled but not delivered, Fuel made available for delivery but not taken, calorific value of Fuel, quality of Fuel;

9. Plant Condition: Inspections carried out, insured events, equipment failures, major equipment maintenance;

10. Personnel Action: Addition, reduction and availability of manpower;

11. Statutory Compliance: submit documents related to all statutory compliance to OTPC time to time; and

12. Any other reasonable information requested by Owner.

II. The O&M Operator shall provide to the Owner by 3rd (third) day of every month, a report for the previous month ("**Monthly Report**"), in the form acceptable to the Owner, including, but not limited to, the following details:

1. Operation: Daily Declared Available Capacity, daily gross generation, daily net dispatch, monthly gross generation, monthly net dispatch, Auxiliary Power Consumption and Deemed Generation;

2. Plant Performance: Efficiency of Gas Turbine, HRSG, steam turbine, DM Plant and cooling tower, Monthly PLF, Plant heat rate of the month and cumulative Plant heat rate for the year as of end of such month;

3. Consumption: Raw water, DM Water, Consumables, Spare Parts and other items;

4. Outages: all outages (including Scheduled Outage, equipment outage and outages due to any other reason);

5. Environmental Compliance: Emission compliance, effluent quality compliance, events having any environmental impact and compliance with Environmental Law;

6. Safety/Security: Lost time accident, near miss event, injuries, security event;

7. Inventory Status: Consumables, raw water, Spare Parts, etc., ordered, received, consumed, balance stock, number of days of stock and brief order status of pending orders;

8. Fuel Management: Fuel scheduled, Fuel received, Fuel scheduled but not delivered, Fuel made available for delivery but not taken, calorific value of Fuel, quality of Fuel;

9. Plant Condition: Inspections carried out, insured events, equipment failures, major equipment maintenance, annual boiler inspection report, energy audit report;

10. Manpower: Addition, reduction, manpower availability, local manpower employed and labour union activity;

11. A review of the financial performance as against the approved Annual Operating Plan & Budget for the O&M Operator and also include the projection for the next month; indicating deviations, if any;

12. Identification of and reasons for any deviation from the Annual Operating Plan & Budget for such period or any other plans or forecasts in respect of the relevant month and any such deviations anticipated for the following two months; and

13. Any other reasonable information requested by Owner.

III. Within 15 (fifteen) days of the end of each Operating Year (the "**Relevant Year**"), the O&M Operator shall prepare a comprehensive report for the such Relevant Year ("**Annual Report**") in the form acceptable to the Owner, covering all aspects of the operation and maintenance of the Plant including, but not limited to the following details:

1. Operation: Summary of Declared Available Capacity, gross generation, net dispatch, Auxiliary Power Consumption, Deemed Generation, total UI as per CERC regulations, System Operator's Dispatch Instructions versus actual generation versus actual dispatch;

2. Plant Performance: Efficiency of Gas Turbine, HRSG, steam turbine, DM Plant, cooling tower and other major equipment, Annual PLF for the Relevant Year, Annual Plant Heat Rate for the Relevant Year, result of performance test, energy audit report;

3. Consumption: Raw water, DM Water, Consumables, Spare Parts and other items;

4. Outages: all outages (including Scheduled Outage, equipment outage and outages due to any other reason);

5. Environmental Compliance: Emission compliance, effluent quality compliance, events having any environmental impact and compliance with Environmental Law;

6. Safety/Security: Lost time accident, near miss event, injuries, security event;

7. Inventory Status: Consumables, raw water, Spare Parts, etc. ordered, received, consumed, stock status and number of days of stock in hand, inventory analysis (fast, slow and non-moving);

8. Fuel Management: Fuel scheduled, Fuel received, Fuel scheduled but not delivered, Fuel made available for delivery but not taken, calorific value of Fuel and quality of Fuel;

9. Plant Condition: Inspections carried out, insured events, equipment failures, major equipment maintenance, major Plant and equipment failure damage report, failure analysis report, root cause analysis report, remedial action plan for Plant performance improvement, improvement in maintenance planning;

10. Manpower: Addition, reduction, local manpower employed, union activity;

11. Licenses and Permits: Schedule for renewal and new requirements;

12. Incentive or Liquidated Damages Calculation for the Relevant Year: Annual Plant Availability performance, Annual Plant Heat Rate performance, Auxiliary Power Consumption performance;

13. A review of the financial performance as against the approved Annual Operating Plan & Budget for the O&M Operator for the Relevant Year and also include the projection for the next year, indicating deviations, if any;

14. Identification of and reasons for any deviation from the Annual Operating Plan & Budget for such Relevant Year or any other plans or forecasts in respect of the Relevant Year and any such deviations anticipated for the following year;

15. Summary on the status of all statutory and non-statutory compliances; and

16. Any other reasonable information requested by Owner.

IV. O&M Operator shall prepare and submit to Owner following reports related to electrical equipment (as per frequency described against each report):

(a) **Monthly report of condition monitoring of Switchyard including:**

(i) Reading of SF6 pressure of all breaker poles;

(ii) LA counter readings;

(iii) Leakage current reading;

(iv) Spring charge motor operation counter; and

(v) Thermo vision scanning report of complete switchyard (400 kV and 132 kV).

(b) **Monthly report of condition monitoring of transformers and reactors including:**

(i) Oil pump operation checks;

(ii) Radiator fan checks;

(iii) Visual check for oil leakage;

(iv) WTI and OTI readings; and

(v) MOG reading.

(c) **Monthly report of condition monitoring of Generators including:**

(i) Carbon brush (excitation) checking;

(ii) Shaft earthing brush checking;

(iii) Hydrogen purity checking;

(iv) Partial discharge measurement reading;

(v) End winding vibration measurement; and

(vi) Bearing vibration and temperature reading.

(d) **Monthly report of Cathodic Protection check including:**

(i) Readings of rectifiers;

(ii) Readings of tests coupons; and

(iii) Readings of voltage (Cathode and Anode) in junction box.

(e) **10% Daily and 100% Monthly report of Battery Maintenance including:**

(i) Reading of Electrolyte Specific Gravity;

(ii) Reading of voltage; and

(iii) Cell Impedence Measurement.

(f) **Monthly record and reports of Energy Measurement including:**

(i) Power measurement record of all HT and LT Drives; and

(ii) Power measurement of all the fans and transformers.

(g) **Weekly/Monthly report of Energy Meter Readings including:**

(i) Tariff meters reading of 132 kV and 400 kV feeders, meter readings of GTG, STG and UAT side meters every week (data to be collected by data collection device and to be sent to the System Operator through Owner every week or any other frequency decided by System Operator); and

(ii) Mid Night (00:00) hours readings of all the energy meters on the first and last days of the Month (every month).

(h) **Bi-annual report of Energy Meter Calibration including:**

(i) Due date of calibration;

(i) Seal number of energy meter;

(ii) Initial and final reading during calibration;

(iii) Net assessment report; and

(iv) Meter replacement report.

(i) **Monthly report of condition monitoring of LT Motors including:**

(i) Type and interval of greasing;

(ii) DE/NDE Bearing Replacement record;

(iii) Thermal Overload/OC Setting and testing record; and

(iv) Vibration measurement record.

(j) **Monthly report of condition monitoring of LT Motors including:**

(i) Type and interval of greasing;

(ii) Oil filling/replacement record in case of oil lubrication;

(iii) DE/NDE Bearing replacement record;

(iv) Vibration measurement record; and

(v) Bearing temperature measurement record.

(k) **Monthly report of condition monitoring of Lighting including:**

(i) Lux measurement record;

(ii) DC light healthiness check; and

(iii) Visual inspection report for ON/OFF timing of street light.

(l) **Daily and monthly report of ABT System including:**

(i) Dispatch Instruction report;

(ii) Report of basic data from meters;

(iii) Feeder wise MW/MWH report;

(iv) Group wise (lines, generators, [UATs]) MW/MWH report;

(v) Cumulative counter reading reports; and

(vi) Report of DC, SG. CSG, Frequency, AG, UI, etc.

(m) **Annual record of Equipment replacement (History) including:**

(i) Serial number and name plate details;

(ii) Reason for replacement; and

(iii) Repair/adjustment/calibration done.

(n) **Annual Earthing measurement record including:**

(i) Continuity (Resistance) check; and

(ii) Earth pit resistance measurement by earth check.

(o) **Annual Insulation Measurement record of, including,:**

(i) Transformers;

(ii) Reactors;

(iii) CTs;

(iv) CVTs;

(v) Generators; and

(vi) HT motors.

(p) **Annual Tan-delta Measurement record of, including, (subject to shutdown availability):**

(i) Transformers;

(ii) Reactors;

(iii) Bushings;

(iv) CTs;

(v) CVTs;

(vi) Generators; and

(vii) HT motors.

(q) **Annual Relay testing record of, including, (subject to shutdown availability):**

(i) Generator and transformer protection relay;

(ii) Line protection relay;

(iii) 6.6 kV switchgear feeder relay;

(iv) Diesel Generator relay; and

(v) Bus bar protection relay.

(r) **Any other report required by Owner and/or Government Agency**

O&M Operator shall retain and preserve following operating documents and historical operating data which O&M Operator is required to transfer to the Owner on expiry of the Term of this Contract:

(s) **Logs/reports to be retained for the Term:**

(i) Daily Report;

(ii) Monthly Report;

(iii) Capacity declaration;

(iv) Amendment, if any, to capacity declaration; and

(v) Availability report.

(vi) Timesheets; and

(vii) Switching and tagging logs.

(viii) Injury/medical report;

(ix) Logs/charts – generation and output;

(x) Logs/charts – emission;

(xi) Correspondence files;

(xii) Dispatch Instructions;

(xiii) Welding records;

(xiv) Fuel analysis reports;

(xv) Accounting records & reports;

(xvi) Logs/charts – control room; and

(xvii) O&M Operator's log book.

(xviii) O&M Manuals;

(xix) O&M Plan & Procedures;

(xx) Plant drawings, documents & datasheets provided to the O&M Operator;

(xxi) Work Orders (historically contained in Computerized Plant Maintenance Management System);

(xxii) Permits;

(xxiii) Regulatory/Government Agency correspondence;

(xxiv) Medical surveillance records;

(xxv) Plant performance record;

(xxvi) Industrial hygiene record;

(xxvii) Maintenance history (until equipment is removed; historically contained in Plant maintenance management system as specified under the Technical Specifications);

(xxviii) Personnel physical evaluation forms;

(xxix) Monthly operations record;

(xxx) Annual operations record;

(xxxi) Training record;

(xxxii) Plant performance test record;

(xxxiii) Hazardous Material maintenance and disposal record; and

(xxxiv) Any other documents/report/record required by Owner.

(t) The O&M Operator shall include in the monthly report detailing the status of the RWHS, maintenance activities carried out, cleaning activities undertaken, deficiencies observed, corrective actions implemented and any recommendations for improving system performance.

V. O&M Operator shall prepare and submit to Owner following reports related to Mechanical equipment (as per frequency described against each report):

Sl No	Name of Report	Frequency
1	PM compliance	Monthly
2	CM reports	Monthly
3	PM checklists	Daily
4	Overhauling reports	Monthly
5	Signed CM list	Monthly
6	Bearing replacement report	Monthly
7	Daily maintenance report	Daily
8	Hazardous waste handover report	Monthly
9	Instrument calibration	Yearly
10	Oil top up reports	Monthly
11	Oil testing reports	Monthly
12	Oil consumption report	Yearly
13	Diesel consumption report	Yearly
14	NAS monitoring report	Monthly
15	RPVOT and FTIR of Lube Oil & Hydraulic oil	Annually
16	Root cause analysis reports	Monthly
17	Safety valves testing report	Yarly
18	AMC reports	Quarterly
19	Any Other report desired by owner from time to time	

VI. O&M Operator shall prepare and submit to the Owner report within 15 days from the commencement of each quarter detailing *inter alia* (i) Inventory of the Spare Parts and the Consumables; (ii) Status of the Consumables and Spare Parts (in terms of useful life); and (iii) identifying such Spare Parts/Consumables which would be required to be repaired/replaced such quarter.

VII. O&M Operator shall cause and ensure that a visit is carried out by its head of operations for the Project atleast once every quarter and a report providing inter alia providing overall performance and identifying areas of improvement is submitted to the Owner within 15 days from the completion of the visit.

VIII. 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 every three months (MD/COO/CEO of the Parent Company, in case bidder qualifies on Parent's credentials) 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.

IX. O&M Operator shall cause and ensure that its HR Head carries out an inspection/visit on the O&M Operator Staff atleast once each quarter and promptly, in any event within 15 days from the completion of such visit/inspection, the Quarterly HR Report.

X. Upon completion of training exercise, the O&M Operator shall submit a Training Report to the Owner in accordance with the terms of the Contract.

Annexure 15

PARENT COMPANY GUARANTEE[1]

THIS GUARANTEE is dated_____ and made between:

PARTIES:

(1) [●] (registered number [●]) whose registered office is at [●] (the "**Guarantor**"); and

(2) ONGC Tripura Power Company Limited, a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at _____, Tripura – _____ (India) (hereinafter referred as "**OTPC**" or "**Owner**" which expression shall include its successors and permitted assigns);

(3) [●], a company incorporated under the laws of [●], having its registered office at [●] (hereinafter referred to as (the "**O&M Operator**" or "**Bidder**" which expression shall include its successors and permitted assigns).

BACKGROUND:

(A) The Owner is owning, operating and maintaining a 2 x 363.3 MW combined cycle power plant at Palatana, which is about 60 (sixty) km from capital city Agartala in the State of Tripura ("**Project**").

(B) The Owner had issued Notice Inviting Bid dated [●] ("**NIB**"), Instruction to Bidders dated [●] ("**ITB**") and other bid related documents (ITB, NIB, Contract and other bid related documents are collectively referred to "**Bidding Documents**") inviting bids from contractors *inter alia* for the performance of scope of operation and maintenance services (as detailed in the Bidding Documents).

(C) The O&M Operator submitted its bid in response to the Bidding Documents relying on the Guarantors financial credentials and represented that it has along with the Guarantor, the financial capability to meet the qualification requirement specified in Clause 5.0 in the NIB.

(D) The O&M Operator in its Bid represents that it has the necessary specialized knowledge, expertise, technology and infrastructure for providing operation and maintenance services, supply, inspection, testing and repair services with respect to the Project and to perform its obligations as identified under the Bidding Documents.

(E) The Owner, based on a transparent bidding process, selected the Bidder as the successful bidder and the Owner has issued/shall issue a Letter of Award ("**LOA**") for appointment of the successful bidder.

(F) Pursuant thereto, the Owner and the O&M Operator shall enter into the Contract pursuant to which the O&M Operator shall perform, and the Owner shall engage the O&M Operator for the performance of the Services (as detailed under the Contract).

(G) The Guarantor is the registered, legal and beneficial owner of [●]% ([●] percent) of the issued share capital of the O&M Operator and the Guarantor has agreed to enter into this Deed for

[1] Required if the Successful Bidder has relied on the capability of the Parent to qualify.

the purpose of guaranteeing obligations (both performance and financial) of the O&M Operator to the Owner under the Bidding Documents (including the Contract) and LOA from time to time due, owing or incurred to the Owner in accordance with the terms and conditions set out below.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Deed:

"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, licenses, directives by Government Agency, approvals, instructions, standards of any Government Agency, having the force of law and shall include without limitation, all rules, regulations, decisions and orders of regulatory commissions.

"Contract" has the meaning given to it in the Bidding Documents.

"Bidding Documents" has the meaning given to it in Background (B).

"Business Day" means any day (other than a Saturday or a Sunday) when clearing banks are open for business in Delhi, India for the transaction of normal banking business.

"Demand" has the meaning given to it in Clause 2.1 (Irrevocable and Unconditional Guarantee).

"Guaranteed Obligations" means all obligations (whether monetary or performance related), liabilities and monies which are now or at any time hereafter may be due, owing or payable by the O&M Operator or obligations required to be performed by the O&M Operator in accordance with the terms of the Bidding Documents (including the Contract), actually or contingently, on any account whatsoever pursuant to the Bidding Documents (including the Contract), or as a consequence of any breach, non-performance, disclaimer or repudiation by the O&M Operator (or by any liquidator, receiver or any similar officer of the O&M Operator) of any of O&M Operator's obligations under the Bidding Documents (including the Contract), and (except as expressly otherwise provided) reference to the Guaranteed Obligations include references to any of them);

"Government Agency" means any local, State Government in India or the Government of India or any national authority, inspectorate, ministry, department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or State Government or the Government of India or any political subdivision thereof or any court, tribunal, judicial body, quasi-judicial authority or statutory person (whether autonomous or not) of the Republic of India which has jurisdiction over the Parties to, or the subject matter of, the Contract or any of the project agreements, and this definition includes, for the avoidance of doubt, any authority that may affect the Owner's or the O&M Operator's ability to perform any or all of its or their obligations under the Contract or any authority that gives consents or permits within India.

"ITB" has the meaning given to it in Background (B).

"LOA" has the meaning given to it in Background (E).

"NIB" has the meaning given to it in Background (B).

1.2. Words and expressions not defined

Words and expressions used in the Deed but not defined shall have the same meaning in this Deed as in the Bidding Documents.

1.3. Contents and headings

The contents page and headings are included for convenience only and shall not affect the interpretation or construction of this Deed.

1.4. References

In this Deed, unless the context requires otherwise, any reference to:

a) the Owner or the Guarantor respectively includes its successors in title and assigns and this Deed shall be enforceable notwithstanding any change in the constitution of the Owner, its absorption or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;

b) a party or the parties is to a party or the parties (as the case may be) to this Deed;

c) the Background is to the relevant statement about the background to this Deed made above, a Clause or Schedule is to a clause of or a schedule to this Deed (as the case may be) and references made in a Schedule to Paragraphs are to paragraphs of that Schedule;

d) a statute or statutory provision includes any consolidation or, re-enactment, modification or replacement of the same and any subordinate legislation in force from time to time;

e) the masculine, feminine or neuter gender respectively includes the other genders, references to the singular includes the plural (and vice versa) and references to a person includes a firm, corporation and unincorporated association, government, state or agency of state, any association or partnership or joint venture (whether or not having a separate legal personality);

f) a document is to that document as varied, supplemented or replaced from time to time;

g) the provision of cash cover is to the provision to the Owner of an amount in cash equal to the Owner's reasonable estimate of the maximum possible aggregate amount which the O&M Operator may at any time become liable to pay to the Owner in respect of the relevant contingent liabilities; and

h) "this guarantee" is to this Deed and includes each separate or independent stipulation or agreement in this Deed.

2. GUARANTEE

2.1 Irrevocable and Unconditional Guarantee

In consideration of the Owner issuing the LOA and entering into the Contract, the Guarantor irrevocably and unconditionally guarantees on the Owner's demand (a "**Demand**") to pay, discharge or (in the case of contingent liabilities) provide cash cover or cause and ensure performance of obligations, in an amount satisfactory to the Owner or performance, in a manner, satisfactory to the Owner in accordance with the provisions of the Bidding Documents (including the Contract), for the Guaranteed Obligations or, as the case may be, such part of them as is specified in the Demand.

2.2. Guaranteed Obligations

In consideration of the Owner appointing the O&M Operator for performance of Services under the LOA and the Contract, the Guarantor hereby unconditionally, absolutely and irrevocably: (i) guarantees to the Owner the full performance of the O&M Operator of its obligations under the Contract including but not limited to performances of Services (as specified in the Contract); payment of Liquidated Damages; payment of any claims of indemnity under the Contract and payment by the O&M Operator of the Guaranteed Obligations when due in accordance with the Contract and (ii) as a principal obligor and not merely as a surety, undertakes to the Owner that, if and each time that O&M Operator does not make payment of any amount of and/or fails to perform the Guaranteed Obligations when due in accordance with the Contract, Guarantor shall within fifteen (15) business days ("**Due Date**") of such amounts falling due for payment and not so paid by the O&M Operator, pay to the Owner such amounts pursuant to the Contract and/or within such time period as may be provided in the Demand by the Owner, cause and ensure performance of such obligations whether by the O&M Operator or otherwise in accordance with the terms provided under the Contract. Guarantor further agrees to pay to Owner all reasonable legal costs which may be incurred by Owner in connection with the enforcement of this Guarantee. Guarantor acknowledges having received a copy of the Contract and confirms its awareness and acceptance of the provisions thereof.

2.3. Guarantor as principal obligor; indemnity.

As a separate, additional, continuing and primary obligation, the Guarantor hereby unconditionally and irrevocably undertakes with the Owner that, should the Guaranteed Obligations not be performed by Guarantor under Clause 2.2 by reason of any provision of the Contract being or becoming void, voidable, unenforceable or otherwise invalid under any Applicable Law for any reason whatsoever then, notwithstanding that the same may have been known to Owner, the Guarantor shall, upon first written demand by Owner make payment of and/or perform the Guaranteed Obligations by way of a full indemnity, on account of failure of O&M Operator to perform the obligations under the Contract and/or make payment of any Guaranteed Obligations under or in accordance with the Contract.

2.4. Liquidation of O&M Operator

In the event of the liquidation of the O&M Operator and notwithstanding such liquidation, this guarantee shall extend to cover all Guaranteed Obligations which would have been owing to the Owner by the O&M Operator.

2.5. Statement of Account of O&M Operator

Any statement of account of the O&M Operator, signed as correct by any duly authorised officer of the Owner, shall be conclusive evidence as against the Guarantor of the amount of the Guaranteed Obligations.

3. CONTINUING SECURITY

3.1 Guarantee as continuing security

Subject to Clause 3.2, this guarantee is a continuing security and shall secure the Guaranteed Obligations notwithstanding intermediate payment or discharge or performance of all or part of the Guaranteed Obligations to the Owner and also notwithstanding the liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of the O&M Operator or the Guarantor, any change in the constitution, name or style of either of them or any other event, matter or thing.

3.2. Notice to Determine Guarantee

This guarantee shall terminate upon the expiry of the Warranty Period (as defined under the Contract).

3.3. Guarantee Additional to any Other Rights

This guarantee is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by or is contingent to) any other right, recourse, remedy, indemnity or security interest which may be or have been created in favour of the Owner in respect of the Guaranteed Obligations. Accordingly, this guarantee may be enforced notwithstanding the existence or invalidity of all or any of the same and also notwithstanding the Owner at any time exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of the same.

3.4. Enforcement

The Owner shall not be obliged to make any claim or demand on the O&M Operator or to resort to any bill, note, right, remedy, guarantee, indemnity or security interest or other means of payment from time to time held by or available to it before enforcing this guarantee nor shall the Owner be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any of the same.

3.5. Waiver of Defences

The Guarantor waives any rights available to it under sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872. Further, the liability of the Guarantor shall not be affected or reduced nor shall this Guarantee be discharged, reduced, impaired or affected by:

(i) the incapacity of the O&M Operator, the Guarantor or any change in the name, organization or corporate status of the O&M Operator, the Guarantor or any change in ownership of the O&M Operator, the Guarantor or any purported assignment by the O&M Operator, the Guarantor or acquisition of or nationalization or expropriation of the O&M Operator, the Guarantor and/or of any of their assets (or any part thereof), or any change in the constitution of the Owner or any present or future law or regulation purporting to prejudice any of the obligations or liabilities of the O&M Operator or the Guarantor or any dispute between the O&M Operator and the Owner;

(ii) the Owner granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of, the O&M Operator, the Guarantor or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or

omitting to claim or enforce payment from the O&M Operator, the Guarantor;

(iii) the existence of any security, guarantee, rights or remedies available to the Owner in relation to the Guaranteed Obligations or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Owner from time to time exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of the same;

(iv) the taking, variation, compromise, exchange, renewal or release of or refusal or neglect to perfect, take up or enforce, any rights against, or security over, the assets of the O&M Operator, the Guarantor or another guarantee or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security or under any contract;

(v) any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or of the O&M Operator under the Contract;

(vi) any act or omission which would not have discharged, impaired or affected the liability of the Guarantor had he been primary obligor instead of guarantor or by anything done or omitted which but for this provision might operate to discharge, reduce, impair or affect that liability;

(vii) any termination, amendment, variation, novation or supplement of or to the Contract; or

(vii)any other act or omission which would but for this provision operate to exonerate the Guarantor.

3.6. Waiver of Guarantor's rights

A. Until all the Guaranteed Obligations have been paid, discharged or satisfied in full, Guarantor agrees that, without the prior written consent of the Owner, it will not:

(a) demand or accept repayment in whole or in part of any indebtedness now or hereafter due to Guarantor from the O&M Operator, or demand or accept any collateral instruments in respect of the same or dispose of the same;

(b) take any step to enforce any right against O&M Operator in respect of any Guaranteed Obligations; or

(c) claim any set-off or counterclaim against the O&M Operator, or claim or prove in competition with the Owner in the liquidation of the O&M Operator, or have the benefit of, or share in, any payment from or composition with, O&M Operator or any other Obligor, of any other collateral instrument now or hereafter held by Owner for any Guaranteed Obligations but so that, if so directed by the Owner, it will prove for the whole or any part of its claim in the liquidation of the O&M Operator on terms that the benefit of such proof and of all money received by it in respect thereof shall be held separately from the other assets of Guarantor and, to the extent possible, in trust for the Owner and applied in or towards discharge of the Guaranteed Obligations in such manner as Owner shall reasonably deem appropriate.

B. Guarantor hereby assents to all of the terms of the Guaranteed Obligations and waives:

(a) **acceptance and notice of acceptance of this Guarantee from the Owner;**

(b) **the right to demand from the O&M Operator the performance or observance of all or any of the obligations hereunder;**

(c) **presentment, protest or notice of dishonor upon O&M Operator of all or any of the obligations hereunder;**

(d) **notice of any indulgences, extensions, consents or waivers given to O&M Operator;**

(e) **any requirement of diligence or promptness on the part of Owner in (i) making any claim or demand on, or commencing suit against, the O&M Operator and Guarantor or either of them and (ii) otherwise acting in the enforcement of rights of Owner in respect of the Guaranteed Obligations and this Guarantee.**

C. Waiver of Certain Rights - Guarantor expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution, and any other claim which it may now or hereafter have against the O&M Operator or any other person directly or contingently liable for the Guaranteed Obligations, or against or with respect to O&M Operator's property, arising from the existence or performance of this Guarantee, until all Guaranteed Obligations have been fully and finally paid and discharged to the satisfaction of the Owner.

4. INVALIDITY

If anything (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the O&M Operator, legal or other limitation, disability, incapacity or change in constitution of the O&M Operator) causes any purported obligation or liability of the O&M Operator which would have been the subject of this guarantee had it been valid and enforceable to be or become invalid or unenforceable against the O&M Operator on any ground whatsoever whether or not known to the Owner, then the Guarantor shall nevertheless be liable to the Owner in respect of that purported obligation or liability as if it were the primary obligation or liability of the Guarantor. The Guarantor shall indemnify and keep indemnified the Owner on demand against any losses, liabilities, costs and expenses resulting from the failure of the O&M Operator to observe any such purported obligation or liability.

5. RELEASES CONDITIONAL

Any release, settlement, discharge, re-assignment or arrangement (in this Clause 5 a "**release**") given or made by the Owner on the faith of any assurance, security or payment shall be conditional upon that assurance, security or payment not being avoided, reduced or ordered to be repaid under any enactment relating to liquidation, bankruptcy or insolvency. If such avoidance or reduction occurs or such order is made, the release given by the Owner shall not prejudice the right of the Owner to enforce this guarantee in respect of the Guaranteed Obligations and as between the Guarantor and the Owner this guarantee (notwithstanding the release) shall be deemed to have remained at all times held by the Owner as a guarantee for the Guaranteed Obligations as if such release had not been made.

6. GUARANTOR'S REPRESENTATIONS AND WARRANTIES

6.1. Acknowledgement of Owner's reliance

The Guarantor represents and warrants to the Owner as set out in Schedule 1 (Representations

and Warranties). The Guarantor acknowledges that the Owner relies on the representations and warranties set out in that Schedule in entering into the Contract.

6.2. Repetition

The Guarantor shall be deemed to repeat those representations and warranties on each day on which any of the Guaranteed Obligations remain outstanding, with reference to the facts and circumstances existing on that day. If at any time any representation and warranty ceases to be true or stands modified, Guarantor shall immediately, upon becoming aware of such incorrectness or modification, shall notify the Owner of the same.

7. GUARANTOR'S COVENANTS

The Guarantor covenants with the Owner as set out in Schedule 2 (Covenants).

8. COSTS AND EXPENSES

The Guarantor covenants with the Owner to indemnify the Owner fully (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all costs, expenses, liabilities, claims, demands, actions or proceedings of any kind incurred by (or made or brought against) it (or any manager or agent appointed by it):

a) as a result of any failure by the Guarantor to perform any of its obligations under this guarantee;

b) in the exercise (or purported exercise) or contemplation of any of the powers or rights conferred by this guarantee or by any other security interest granted (whether by the Guarantor or any third party) in respect of all or part of the Guaranteed Obligations.

9. PAYMENTS; NO DEDUCTIONS

9.1.Owner's account

All payments to be made by the Guarantor under this guarantee shall be paid to the Owner's account at such office or bank as it may notify the Guarantor from time to time.

9.2.No deductions

All payments made or to be made by the Guarantor under this guarantee shall be made in full without any deduction, withholding, set-off or counterclaim an account of any taxes or of any claim that the O&M Operator, the Guarantor or any other guarantor may have against the Owner.

9.3. Deductions where compelled by law

If the Guarantor is compelled by law to make any deduction or withholding, then it shall account for the same to the relevant authority as and when required by law, shall pay to the Owner all necessary additional amounts to ensure receipt and retention (free from any liability) by the Owner of the full amount which it would have received had the payment not been subject to the deduction or withholding and shall promptly provide to the Owner a certificate of deduction and such tax receipts and other documents as the Owner may require.

10. SEVERABILITY

If any part of any provision of this guarantee shall be or become invalid or unenforceable, then the remainder of such provision and all other provisions of this guarantee shall remain valid and enforceable.

11. AMENDMENTS, WAIVERS AND RIGHTS

11.1. Amendments and variations

No amendment or variation of the terms of this guarantee shall be effective unless it is made or confirmed in a written document signed by both parties.

11.2. No Release or waiver

No delay in exercising or non-exercise by the Owner of any of its rights, powers or remedies provided by law or under or in connection with this guarantee shall impair such rights, powers or remedies or operate as a waiver or release of that right. Any waiver or release must be specifically granted in writing signed by an authorised signatory of the Owner and shall:

(a) be confined to the specific circumstances in which it is given;
(b) not affect any other enforcement of the same or any other right; and
(c) unless it is expressed to be irrevocable, be revocable at any time in writing.

11.3. Cumulative rights and remedies

The rights and remedies of the Owner under this guarantee are cumulative and not exclusive of any rights or remedies of the Owner under the Applicable Laws. The Owner may exercise each of its rights as often as it thinks necessary.

11.4. Non-exercise of rights

The Owner shall be under no duty of any kind to the Guarantor in respect of the exercise or non-exercise of any of its rights under this guarantee. The Guarantor shall not rely on such exercise or non-exercise in any way.

12. ASSIGNMENT

(a) Owner's rights of disposition

The Owner may assign any and all rights under this guarantee without any requirement to notify the Guarantor or obtain its further consent.

(b) Disclosure of information

Notwithstanding any confidentiality obligation imposed on the Owner by law, it may disclose to any assignee, proposed assignee or person with whom from time to time it has or wishes to enter into an agreement in connection with this guarantee such information about the Guarantor as it thinks fit. The Guarantor irrevocably waives all rights of confidentiality in respect of such disclosure.

13. LAW AND JURISDICTION

This guarantee shall be construed in accordance with Indian law and for the exclusive benefit of the Owner that the courts of Delhi, India are to have exclusive jurisdiction to settle any disputes which may arise in connection with this guarantee.

14. NOTICES

a. Form and Delivery

All notices, reports, certificates or other communications to be given by one Party to the other under this guarantee shall be in writing and by letter or facsimile transmission or electronic mail and shall be deemed to be duly given when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission or electronic mail, provided that the sender has received a receipt indicating proper transmission) or 3 (three) days after being dispatched by an internationally recognized courier (in the case of a letter) to such Party at its address or facsimile number or electronic mail address specified, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Party by notice in writing. In case of a facsimile transmission, a positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary.

b. Address for Notice to Owner:

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

Address for Notice to the Guarantor:

[*To be provided by the Guarantor*]
Attn:_____
Address:_____
_____

Fax: _____
Email: _____

EXECUTION:
The parties have shown their acceptance of the terms of this Deed by executing it as a deed at the end of the Schedules.

SCHEDULE 1
REPRESENTATIONS AND
WARRANTIES

1. **VALIDITY**

1.1 Incorporation and capacity

The Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or to be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets.

1.2 Power and authority

The Guarantor has full power and authority to execute, deliver and perform its obligations under this guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this guarantee.

1.3 Obligations: Legal, Valid and Binding

This guarantee constitutes (or will upon due execution constitute) legal, valid and binding obligations of the Guarantor enforceable in accordance with its terms.

2. **APPROVALS AND AUTHORISATIONS**

All governmental and other approvals and authorizations required (or in the Owner's opinion desirable) in relation to the making, performance, validity and enforceability of this guarantee/the Contract and the transactions contemplated by them have been obtained and are in full force and effect.

3. **LITIGATION**

No litigation, arbitration or administrative proceedings involving the Guarantor, or its assets are current, pending or (to the Guarantor's knowledge) threatened other than those as may be specifically disclosed to the Owner in writing.

4. **ACCURACY OF SUPPLIED INFORMATION**

4.1 Accuracy of written information

The written information which has been supplied by or on behalf of the Guarantor to the Owner in connection with this guarantee is true and accurate in all respects.

4.2 Full disclosure

There is no matter of which the Guarantor is (or ought on reasonable enquiry to be) aware which has not been fully disclosed in writing by or on behalf of the Guarantor to the Owner and which would or might adversely affect the ability of the Guarantor to comply with its obligations under this guarantee.

5. **THE CONTRACTOR**

The Guarantor exercises control over the Contract and, Guarantor holds atleast 51% of issued share capital.

6. **FINANCIAL CAPACITY/TECHNICAL EXPERTISE**

The Guarantor has adequate networth and technical expertise inter alia to ensure that the Guaranteed Obligations are capable of being met at all times during the subsistence of this Guarantee.

SCHEDULE 2

COVENANTS

1. BUSINESS AND CONTRACTS

1.1 Alteration of business

The Guarantor shall not without the prior written consent of the Owner alter its business from that which the Guarantor is carrying on at the date of this guarantee.

1.2 Other obligations

The Guarantor shall ensure that its obligations under this guarantee rank at least *pari passu* with all of its other unsecured and unsubordinated obligations (whether actual or contingent).

2. THE GUARANTOR AND THE OWNER

2.1 Waiver of rights

Until the Guaranteed Obligations have been finally paid and satisfied in full (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement), the Guarantor covenants with the Owner as follows:

(a) to waive all rights of subrogation, reimbursement and indemnity which it may have against the O&M Operator; and

(b) not to take any step to enforce any right against the O&M Operator, any other guarantor or any other person liable in respect of the Guaranteed Obligations and in particular (but without limitation) not to:

(i) demand, accept, negotiate, assign, charge or otherwise dispose of:

(A) any moneys, obligations or liabilities from time to time due or owing to the Guarantor; or

(B) any promissory note, bill of exchange, guarantee, indemnity, mortgage, charge or other security held by the Guarantor from the O&M Operator other than in ordinary course of business;

(ii) claim any set-off or counter-claim against the same;

(iii) prove in competition with the Owner in the liquidation of the O&M Operator; or

(iv) have the benefit of or share in any payment or composition from the same or in any other guarantee, indemnity or security interest from time to time held by the Owner for any of the Guaranteed Obligations.

2.2 Further covenant by the Guarantor

If the Guarantor shall have any right of proof in the liquidation of the O&M Operator in respect of any matters unconnected with this guarantee or any right of contribution from a co-guarantor, the Guarantor (if requested by the Owner) shall exercise such rights on behalf of the Owner and shall hold any dividend or moneys received in respect of the same on trust for the Owner.

2.3 Moneys held on trust

Any moneys from time to time held on trust by the Guarantor for the Owner shall be transferred, assigned or, as the case may be, paid to the Owner promptly following the Owner's demand.

2.4 Compliance with applicable law

The Guarantor shall ensure that this guarantee continues to be valid and binding in accordance with the provisions of Applicable Law and/or laws of any other jurisdiction applicable to this Guarantee (including the laws of jurisdiction of it place of incorporation) including compliance with registration requirements (if any) for this Guarantee.

EXECUTION:

Note: The Guarantee is subject to requirements of applicable laws (including under Applicable Laws) and effectiveness clause may be required to be incorporated.

ANNEXURE 16

PARENT UNDERTAKING

Proposal No.: Date:

To

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

Ref: Tender No. _____and all the bidding documents issued to [*Insert Bidder Name*] ("**Bidder**") for the said tender on purchase ("**Bidding Document**")

Dear Sir,

With reference to the aforesaid tender for the operation and maintenance services for the 2 x 363.3 MW combined cycle power plant at Palatana, Tripura, India, I/We [☐], having our registered office at [☐] hereby assure, agree, acknowledge, unconditionally and irrevocably undertake and confirm that:

1. I/We hereby represent that we are the registered, legal and beneficial holder of [●] ([●] per cent) of the issued share capital of the Bidder.
2. I/We hereby acknowledge that the Bidder has represented to the Owner that it has the necessary specialized knowledge, expertise, technology and infrastructure for providing all Services (as provided under the Contract) and perform all obligations under the Contract.
3. I/We hereby acknowledge that the Bidder has relied on our financial capability to meet the qualification requirement specified in Clause 5.0 in the Notice Inviting Bid dated [●].
4. I/We hereby undertake that from the date of this undertaking until the Bid Validity Period (as defined under the Bid Documents) and thereafter if the Bidder is the successful bidder then during the Term (as defined in the Contract), I/We shall ensure that the Bidder has adequate and skilled manpower and the necessary technical expertise and financial capacity to perform its obligations under the Contract. Further, I/We undertake that we shall provide all the technical and financial support to the Bidder to perform its obligations under the Contract (including infusion of sufficient networth into the Bidder such that it meets and maintains eligibility requirements under the Notice Inviting Bids issued on [●]).
5. I/We hereby undertake that from the date of this undertaking until the Bid Validity Period (as defined under the Bid Documents) and thereafter if the Bidder is the successful bidder then during the Term (as defined in the Contract), we shall not dilute our shareholding below 51% (fifity one percent) during the Term in the Bidder without the prior written approval of the Owner.
6. I/We undertake that we would not take any action at any time from the date of this undertaking until the Bid Validity Period (as defined under the Bid Documents) and thereafter if the Bidder is the successful bidder then during the Term (as defined in the Contract), which would have the effect of us ceasing Control (as defined under the Contract as part of the Bidding documents) of the Bidder, without the prior written approval of the Owner.
7. This Undertaking shall be binding on the us, the Bidder (and our respective legal heirs, executors, permitted assigns, administrators, official receivers, successors etc.), and shall not be assigned nor be capable of assignment by us.

Further, I/We represent and warrant the following:

1. I/We are competent to provide the undertakings detailed hereinabove in accordance with the provisions of applicable laws (including Applicable Laws and laws of [●]) and our constitutional documents.

2. The obligations expressed to be assumed by us in this undertaking constitute our legal, valid, binding and enforceable obligations. This Undertaking is admissible in evidence and in proper form for enforcement in all appropriate jurisdictions.

3. The execution and delivery of this Undertaking and its compliance with or performance of the terms and provisions of this Undertaking, does not and will not contravene any provision of any applicable law binding on us.

Capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Bidding Documents/Contract.

(Signature) _____

Place:

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Note:

(i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.

(ii) In case the [☐] is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.

ANNEXURE-17

SHAREHOLDING UNDERTAKING

ANNEXURE-18

CORRECTION CURVES APPLICABLE FOR HEAT RATE

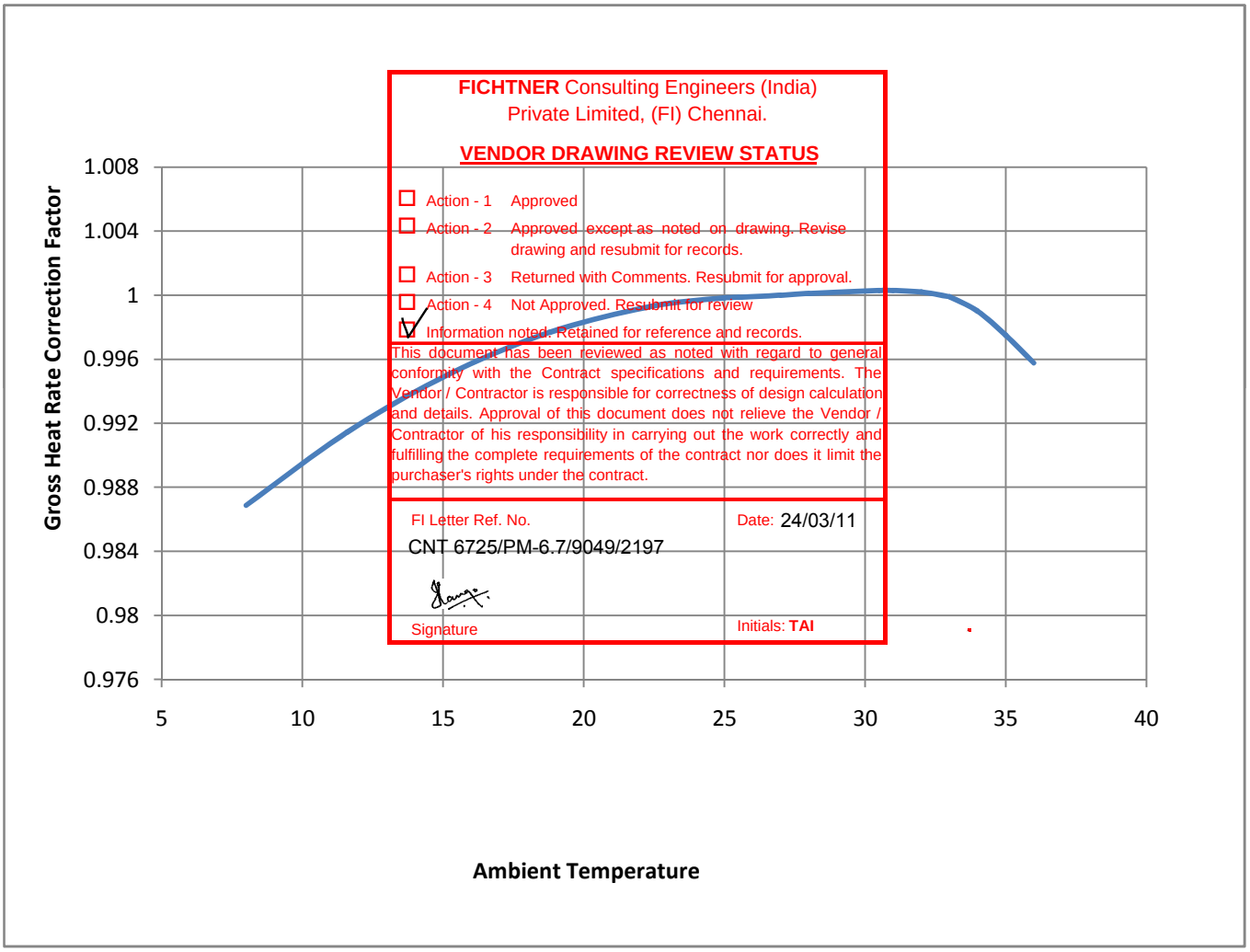
[PL Note: To be updated based on the comments under the Contract. Further, we note that the O&M Contract refers to Annexure 18 A to include an illustration to set out the methodology to determine the degradation/ correction curve. Please include Annexure 18A in this regard.]

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR AMBIENT TEMPERATURE

FOR INFORMATION ONLY

DESIGN AMBIENT TEMPERATURE = 27 DEG C
DESIGN CW TEMPERATURE = 32.0 DEG C



FICHTNER Consulting Engineers (India)
Private Limited, (FI) Chennai.

VENDOR DRAWING REVIEW STATUS

- ☐ Action - 1 Approved
- ☐ Action - 2 Approved except as noted on drawing. Revise drawing and resubmit for records.
- ☐ Action - 3 Returned with Comments. Resubmit for approval.
- ☐ Action - 4 Not Approved. Resubmit for review
- ☑ Information noted. Retained for reference and records.

This document has been reviewed as noted with regard to general conformity with the Contract specifications and requirements. The Vendor / Contractor is responsible for correctness of design calculation and details. Approval of this document does not relieve the Vendor / Contractor of his responsibility in carrying out the work correctly and fulfilling the complete requirements of the contract nor does it limit the purchaser's rights under the contract.

FI Letter Ref. No. CNT 6725/PM-6.7/9049/2197

Date: 24/03/11

Signature

Initials: **TAI**

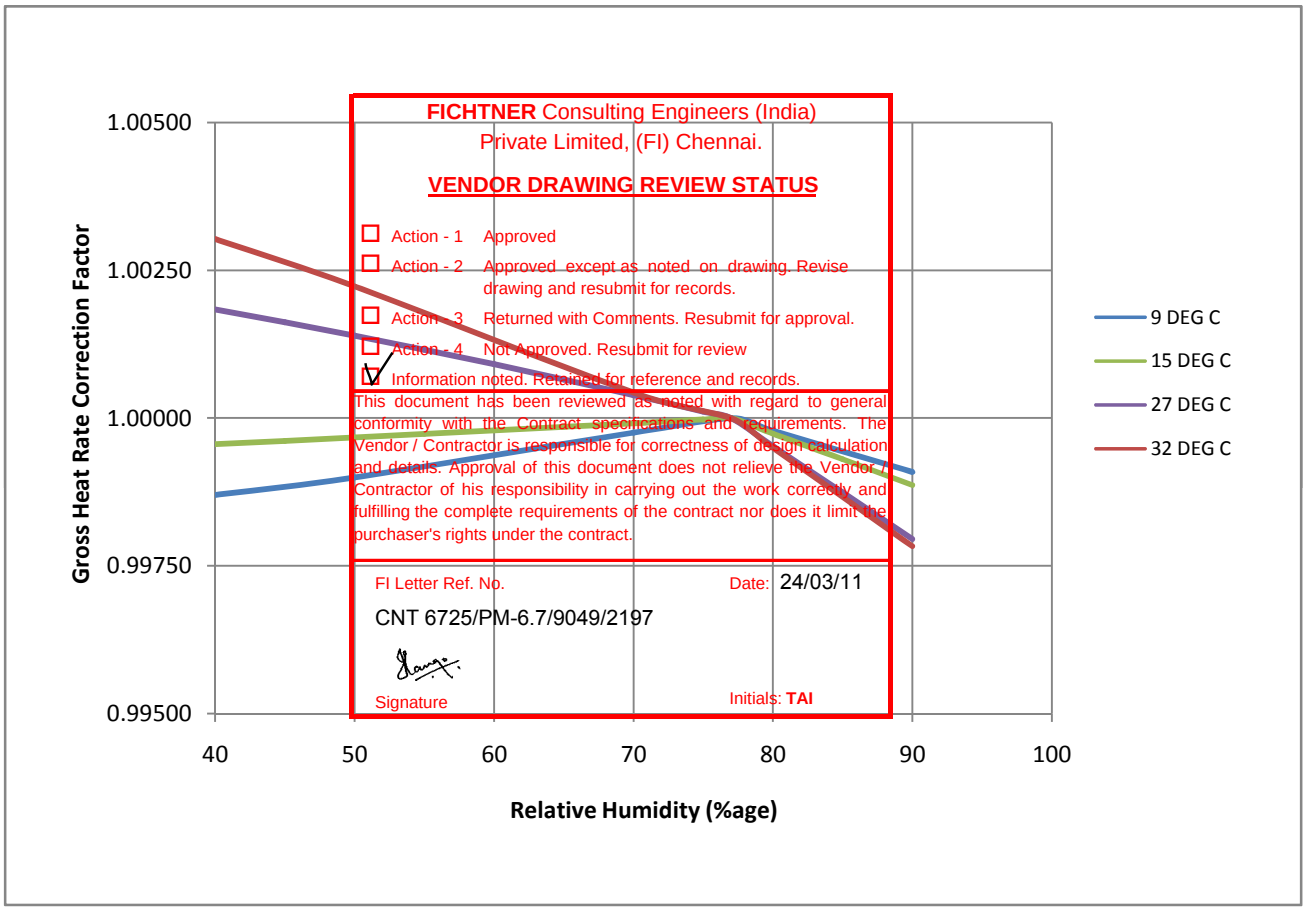
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR AMBIENT RELATIVE HUMIDITY

FOR INFORMATION ONLY

DESIGN RELATIVE HUMIDITY =77%



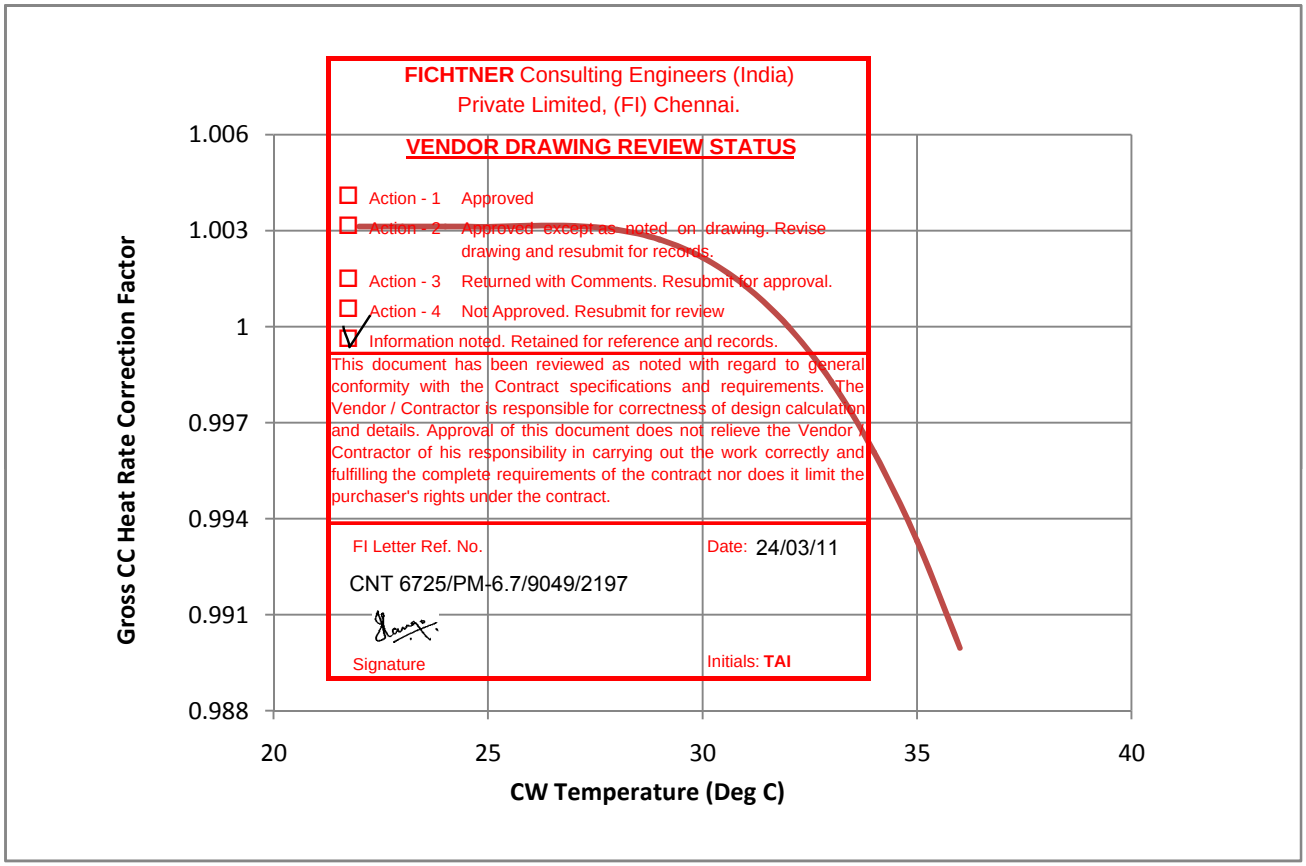
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR CW TEMPERATURE

FOR INFORMATION ONLY

DESIGN CW TEMPERATURE = 32.0 DEG C



FICHTNER Consulting Engineers (India) Private Limited, (FI) Chennai.

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FI Letter Ref. No. CNT 6725/PM-6.7/9049/2197 Date: 24/03/11

Signature Initials: **TAI**

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NOIDA	APPD.	

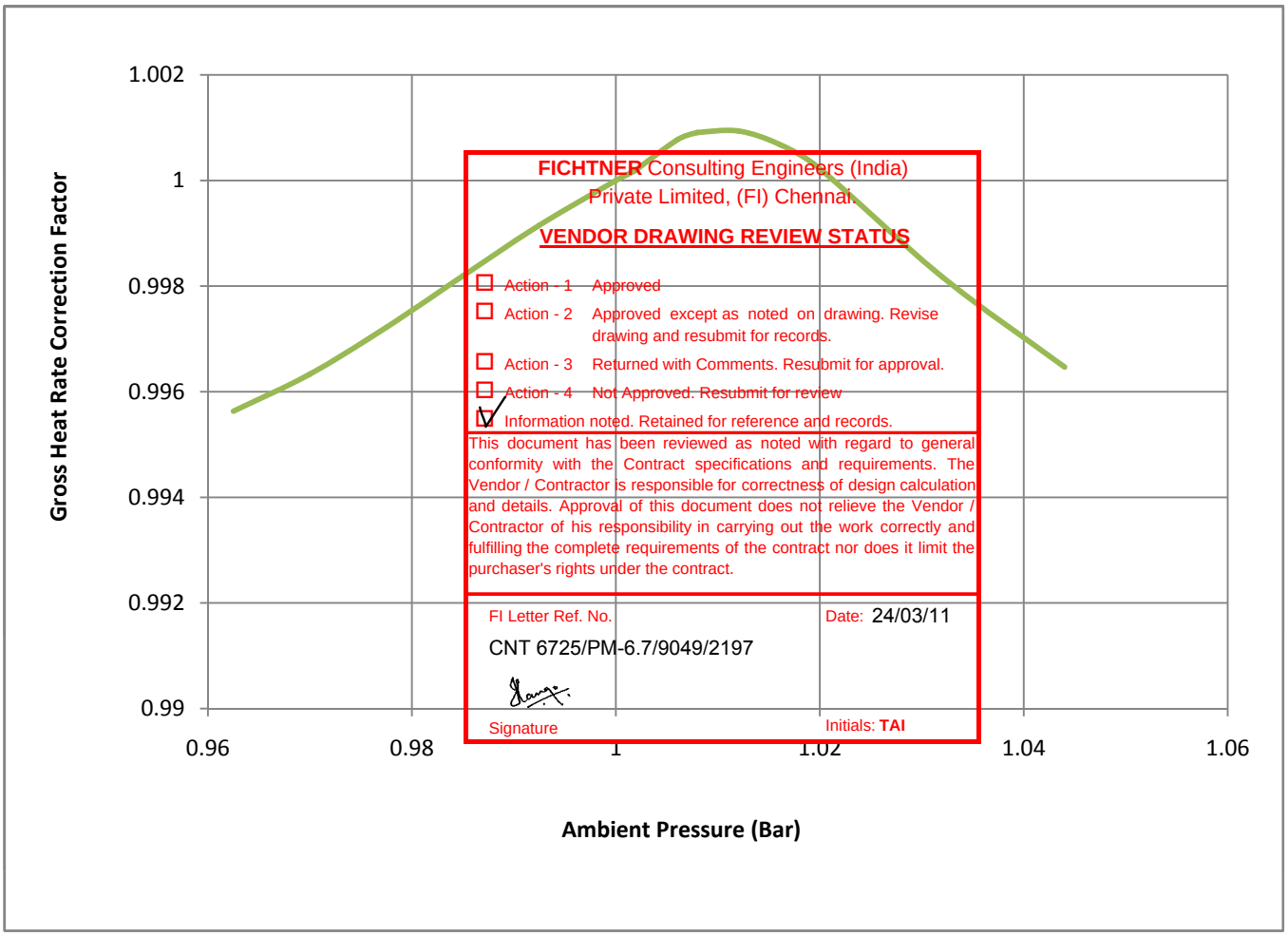
ONGC TRIPURA POWER COMPANY LIMTED

726.6 MW OTPC TRIPURA CCPP

CC HEAT RATE CORRECTION CURVE FOR AMBIENT PRESSURE

FOR INFORMATION ONLY

DESIGN AMBIENT PRESSURE = 1.000 Bar(a)



FICHTNER Consulting Engineers (India) Private Limited, (FI) Chennai.

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Date: 24/03/11

Signature

Initials: **TAI**

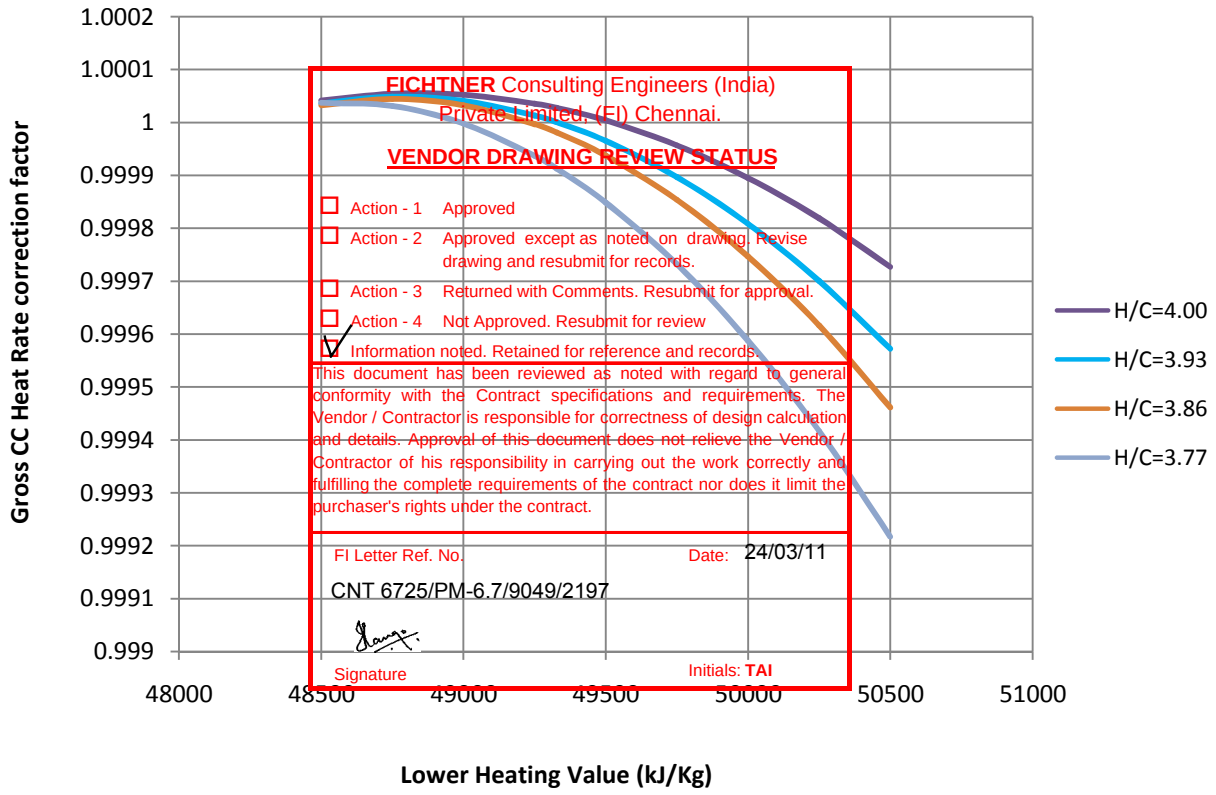
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR LHV

FOR INFORMATION ONLY

DESIGN CALORIFIC VALUE = 49328 KJ/KG
DESIGN H/C RATIO = 3.93



FICHTNER Consulting Engineers (India) Private Limited, (FI) Chennai.

VENDOR DRAWING REVIEW STATUS

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FI Letter Ref. No. CNT 6725/PM-6.7/9049/2197 Date: 24/03/11

Signature Initials: TAI

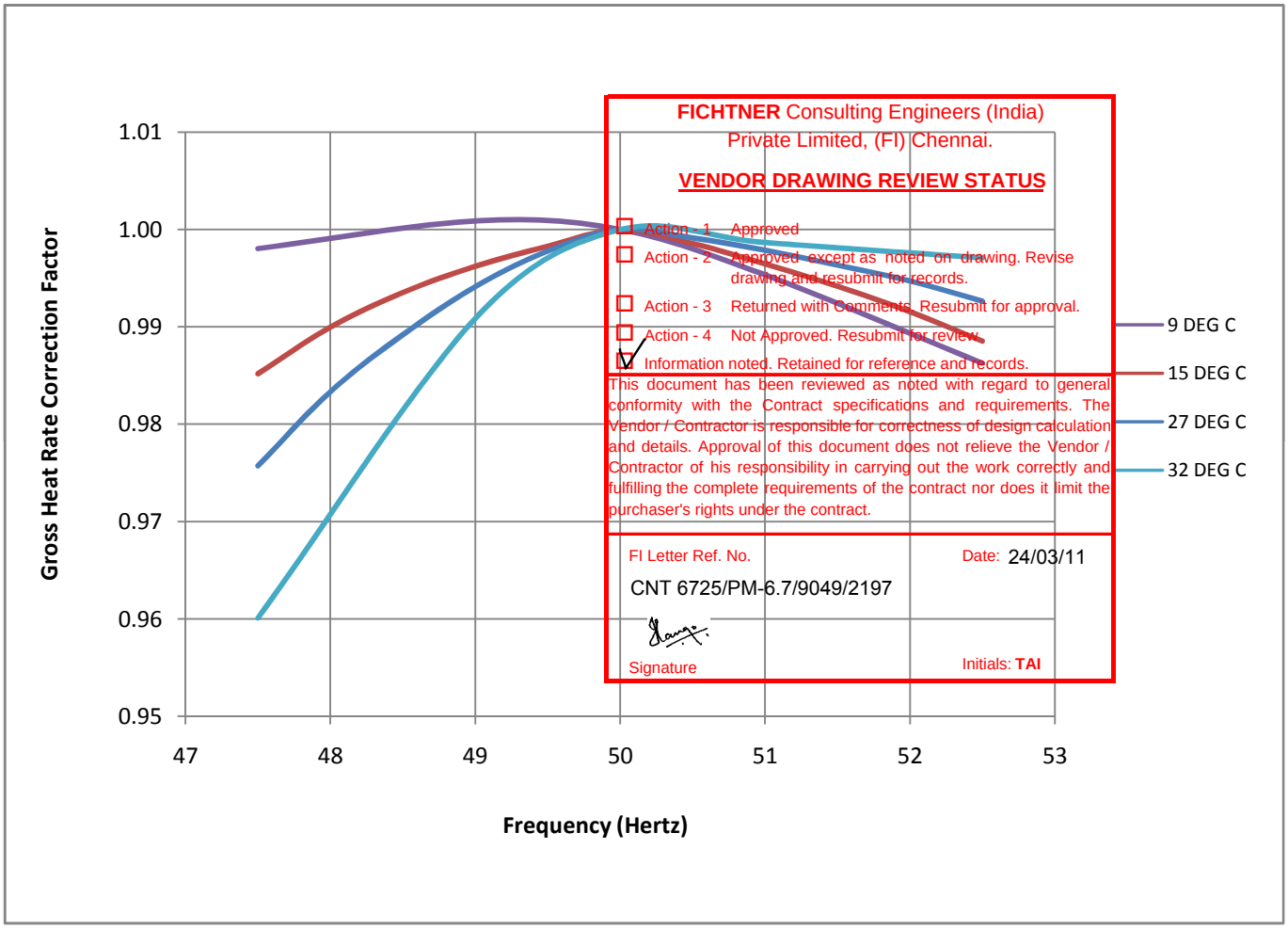
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD. REV-01	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR FREQUENCY

FOR INFORMATION ONLY

DESIGN FREQUENCY = 50 HZ



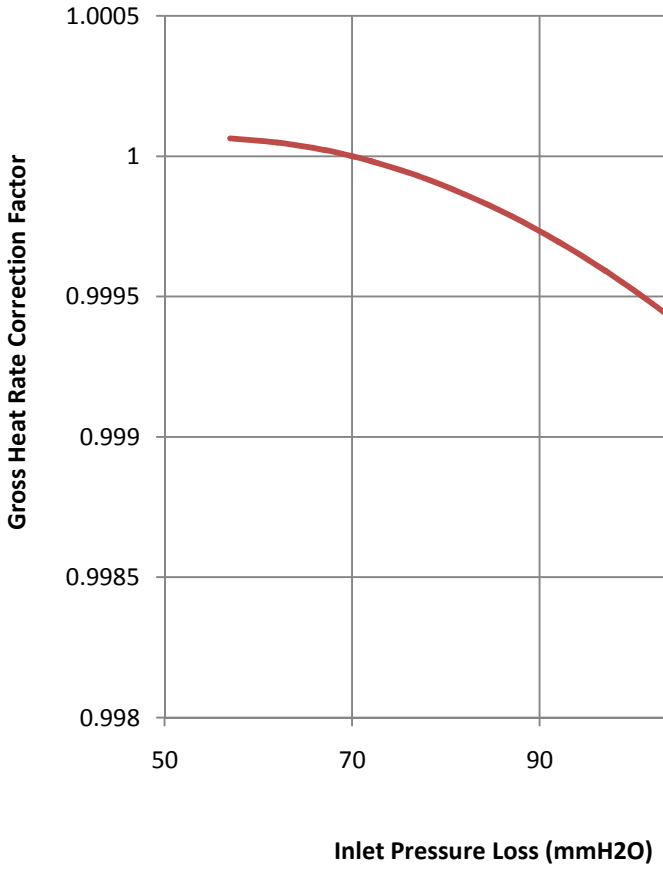
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR INLET PRESSURE LOSS

FOR INFORMATION ONLY

DESIGN INLET PR LOSS = 69.9 MM OF WC



FICHTNER Consulting Engineers (India) Private Limited, (FI) Chennai.

VENDOR DRAWING REVIEW STATUS

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FI Letter Ref. No. Date: 24/03/11

CNT 6725/PM-6.7/9049/2197

Signature Initials: **TAI**

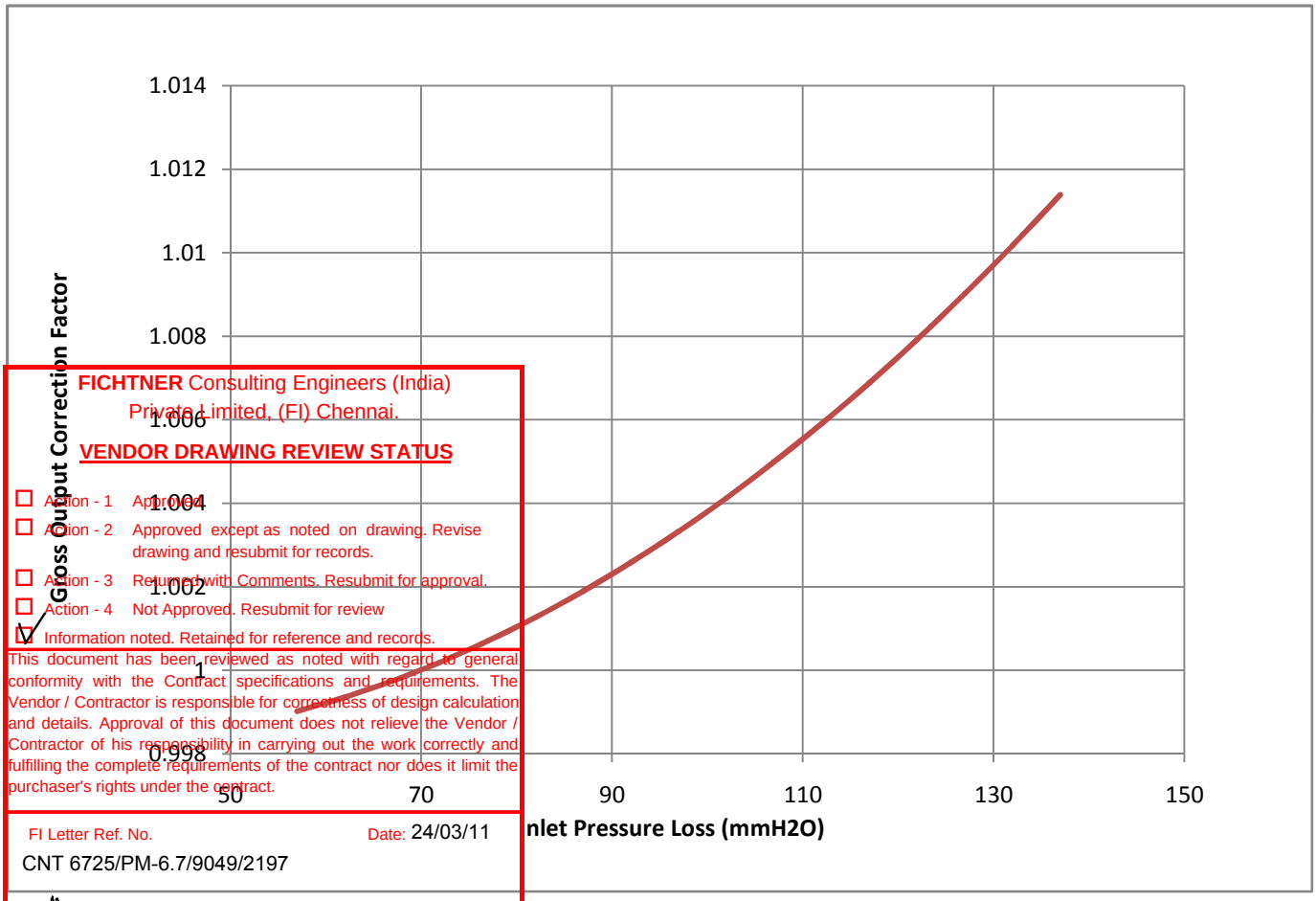
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DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMTED
726.6 MW OTPC TRIPURA CCPP

GROSS CC HEAT RATE CORRECTION CURVES FOR INLET PRESSURE LOSS

FOR INFORMATION ONLY

DESIGN INLET PR LOSS = 69.9 MM OF WC



FICHTNER Consulting Engineers (India) Private Limited, (FI) Chennai.

VENDOR DRAWING REVIEW STATUS

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FI Letter Ref. No. CNT 6725/PM-6.7/9049/2197

Date: 24/03/11

Signature

Initials: **TAI**

DOC NO: PE-DC-319-100-D309B	DRAWN: AKS	**BHEL PEM**
DEPARTMENT: MSE	CHECKED: AKS	
NOIDA	APPD.	

ONGC TRIPURA POWER COMPANY LIMITED

726.6 MW GAS BASED CCPP AT TRIPURA

CC OUTPUT & HEAT RATE CORRECTION CURVE FOR GT FIRED HOURS

DEGRADATION AT GUARANTEE POINT: 0 HRS

FOR INFORMATION ONLY

THE AGED PERFORMANCE EFFECT REPRESENTED BY THESE CURVES ARE BASED ON FOLLOWING:

1 PERFORMANCE IS RELATIVE TO THE GUARANTEE LEVEL

2 ALL COMBINED CYCLE PLANT EQUIPMENT SHALL BE OPERATED AND MAINTAINED IN ACCORDANCE WITH BHEL/GE'S RECOMMENDED PROCEDURES FOR OPERATION, PREVENTIVE MAINTENANCE, INSPECTION AND BOTH ON-LINE AND OFFLINE CLEANING

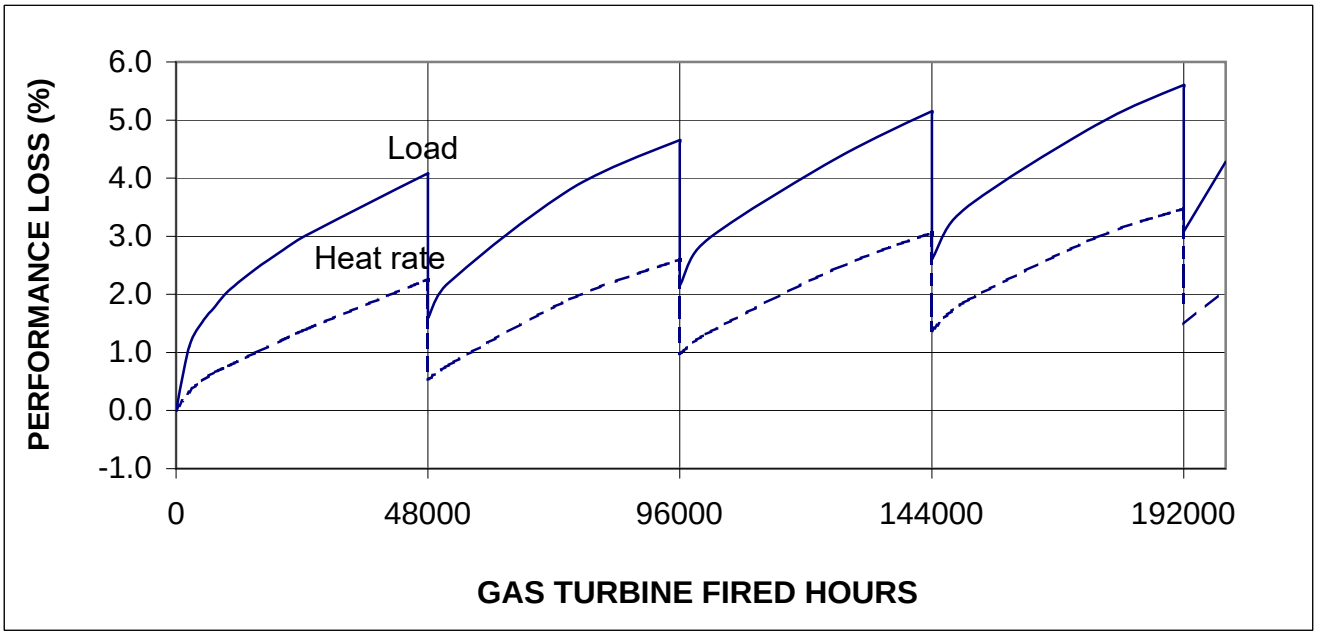
3 ALL OPERATIONS SHALL BE WITHIN THE DESIGN CONDITIONS SPECIFIED IN THE RELEVANT TECHNICAL SPECIFICATION.

4 A DETAILED OPERATIONAL LOG SHALL BE MAINTAINED FOR ALL RELEVANT OPERATIONAL DATA, TO BE AGREED TO AMONGST THE PARTIES PRIOR TO COMMENCEMENT OF CONTRACT.

5 BHEL/GE TECHNICAL PERSONNEL SHALL HAVE ACCESS TO PLANT OPERATIONAL DATA, AND SITE VISITS PRIOR TO CONDUCTING A PERFORMANCE TEST. THE OWNER WILL CLEAN AND MAINTAIN THE EQUIPMENT. THE DEGREE OF CLEANING AND MAINTENANCE WILL BE DETERMINED BASED ON THE OPERATING HISTORY OF EACH UNIT, ATMOSPHERIC CONDITIONS EXPERIENCED DURING THE PERIOD OF OPERATION, THE PREVENTIVE AND SCHEDULED MAINTENANCE PROGRAMS EXECUTED, AND THE RESULTS OF THE GE INSPECTION.

6 THE COMBINED CYCLE PLANT WILL BE SHUT DOWN FOR INSPECTION AND OFF-LINE COMPRESSOR WATER WASH, AS A MINIMUM, IMMEDIATELY PRIOR TO PERFORMANCE TESTING TO DETERMINE PERFORMANCE LOSS. THE COMBINED CYCLE PERFORMANCE TEST SHALL OCCUR WITHIN 100 FIRED HOURS OF THESE ACTIONS.

7 DEMONSTRATION OF GAS TURBINE AND COMBINED CYCLE PLANT PERFORMANCE SHALL BE IN ACCORDANCE WITH TEST PROCEDURES WHICH ARE MUTUALLY AGREED UPON.

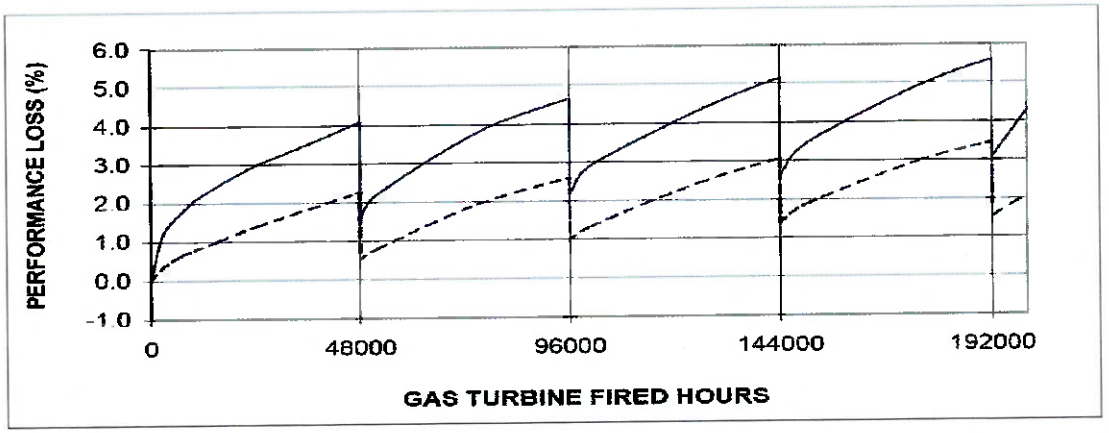


Doc No: PE-DC-319-100-D310	PREP: ASHISH KR SINGH	**BHEL PEM**
DEPARTMENT: MSE	CHKD: AK	
Sheet 1 of 1	APPD. AK	

EQUATIONS FOR COMBINED CYCLE CORRECTION CURVES FOR GROSS CC HEAT RATE 2 X 363.3 MW OTPC TRIPURA CCPP	
1. AMBIENT TEMPERATURE	**CONDITIONS**
0.97328772+0.00198739*T-0.0000356748*T^2-0.000000054259*T^3	FOR 25.5 >= T>=9
-1.547106+0.357320636*T-0.0187514*T^2+0.000436212*T^3-0.00000379485*T^4	FOR 34 >= T>25.5
2. AMBIENT PRESSURE	**CONDITIONS**
37.6313-111.946*P+113.8968*P^2-38.5821*P^3	FOR 1.002 > P>=0.96252
-178.93814+524.6683*P-509.773*P^2+165.0426*P^3	FOR 1.04358 >= T>=1.002
3. AMBIENT RELATIVE HUMIDITY	**CONDITIONS**
0.99766697+0.00002043866*RH+0.0000001300706172*RH^2	FOR 77= > RH>=40 & T=9
1.0054143-0.000070454648*RH	FOR 90= > RH>77 & T=9
0.9991275+0.00001018857*RH+0.0000000148*RH^2	FOR 77= > RH>=40 & T=15
1.0067038-0.000087185*RH	FOR 90= > RH>77 & T=15
1.00321459-0.000026449*RH-0.000000199*RH^2	FOR 77= > RH>=40 & T=27
1.01214548-0.000157994*RH	FOR 90= > RH>77 & T=27
1.0069717-0.00010494*RH+0.0000001794*RH^2	FOR 77= > RH>=40 & T=34
1.01292094-0.000168731*RH	FOR 90= > RH>77 & T=34
4. FREQUENCY	**CONDITIONS**
33.1133742-2.022728434*F+0.042421519*F^2-0.000296246*F^3	FOR 50= > F>=47.5 & T=9.0
-42.96545+2.5606086*F-0.049601*F^2+0.0003195*F^3	FOR 52.5= > F>50 & T=9.0
-47.56512+2.9106224*F-0.05813375*F^+0.000386947*F^3	FOR 50= > F>=47.5 & T=15.0
-9.78838+0.59959*F-0.0110261666919*F^2+0.0000669939*F^3	FOR 52.5= > F>50 & T=15.0
-11.44826+0.62506398*F-0.01008561567*F^2+0.0000512728*F^3	FOR 50= > F>=47.5 & T=27.0
-3.304346+0.225471*F-0.003871068*F^2+0.000021667819*F^3	FOR 52.5= > F>50 & T=27.0
292.80039-18.1884953*F+0.3774187*F^2-0.002607379*F^3	FOR 50= > F>=47.5 & T=34
1.2798582-0.00983329*F+0.0000847225*F^2	FOR 52.5= > F>50 & T=34
5. COOLING WATER TEMPERATURE	**CONDITIONS**
1.13331745-0.01529*CW+0.000569*CW^2-0.00000564*CW^3-0.000000039937*CW^4	FOR 36 >= CW>=22
6. LOWER HEATING VALUE	**CONDITIONS**
0.7146936789+0.00001168483*LHV-1.19615876860668E-10*LHV^2	FOR H/C=4.00, 50250>=LHV=>48500
0.644734+0.000014563945*LHV-1.4923905E-10*LHV^2	FOR H/C=3.93, 50250>=LHV=>48500
0.546790458+0.000018594707*LHV-1.90711484414142E-10*LHV^2	FOR H/C=3.88, 50250>=LHV=>48500
0.4779948369+0.000021495*LHV-2.2126295E-10*LHV^2	FOR H/C=3.77, 50250>=LHV=>48500
7. DEGRADATION	**CONDITIONS**
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 (attached separately)	
UNITS FOR VARIOUS PARAMETERS:	
TEMPERATURE	**DEG C**
PRESSURE	**BAR**
RELATIVE HUMIDITY	**%AGE**
FREQUENCY	**HERTZ**

Plant Performance Audit-1
ONGC Tripura Power Company Limited (OTPC)
2X363.3 MW Combined Cycle Power Plant, Tripura, India

CC Output and Heat Rate Correction Curve up to 200000 FFH provided by OTPC



Correction Factor Calculations for CC Output and Heat Rate based on correction curve provided by OTPC up to 200000 FFH

The correction factor output results estimated here in the below table-2 are based on the combined cycle output and heat rate correction curve up to 200000 FFH provided by OTPC. Black & Veatch does not guarantee the accuracy of the information, data, or results contained herein.

Table-1: Plant Input

GT	No. of MIs completed	1st MI FFH	2nd MI FFH	3rd MI FFH	Current FFH
GT-1	1	55850.2	0	0	69881.30
GT-2	1	55488.8	0	0	80343.70

Legend:

Blue Text - Dynamic Inputs - To be entered **manually** based on **plant** data

Green Text - Output Results based on correction curve provided by OTPC

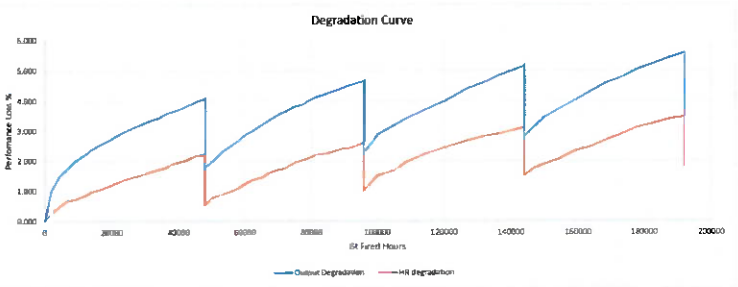
Table-2: CC Degradation Factor based on the Curve

Degradation	GT-1	GT-2
Heat Rate Degradation Factor	1.468	1.044
Heat Rate Degradation Correction Factor	0.9853247	0.9895575

ONGC-Tripura Power Co. Ltd. Palatana, Tripura

Plant Performance Audit-1
ONGC Tripura Power Company Limited (OTPC)
2X363.3 MW Combined Cycle Power Plant, Tripura, India

Actual CC Output and Heat Rate Correction Curves up to 200000 FFH provided by OTPC



Degradation curve in Table form

GT Fired Hours	Output Degradation	HR degradation
0	0.000	0.000
1810	1.015	0.245
4160	1.487	0.473
6880	1.785	0.667
9220	2.013	0.720
12330	2.258	0.860
13690	2.380	0.966
16790	2.573	1.072
19120	2.696	1.160
21650	2.871	1.265
23390	2.958	1.336
26500	3.116	1.442
28820	3.221	1.512
31730	3.362	1.635
33860	3.432	1.706
36390	3.589	1.777
38130	3.642	1.882
40850	3.747	1.970
42790	3.852	2.041
45310	3.980	2.164
47760	4.080	2.200
48000	4.100	2.252
48000	3.742	1.500
48000	1.800	0.500
50010	1.981	0.766
52740	2.296	0.872
55650	2.507	0.977
57790	2.682	1.083
60120	2.874	1.223
62450	3.014	1.346
65170	3.225	1.435
67310	3.365	1.593
69840	3.540	1.698
72360	3.663	1.752
74690	3.803	1.927
77400	3.890	2.015
79540	4.048	2.103
81480	4.136	2.209
84380	4.241	2.245
86710	4.329	2.315
89230	4.416	2.403
91360	4.504	2.421
93480	4.592	2.509
95770	4.643	2.600

GT-1

Input Data

GTs	No. of MIs completed	1st MI FFH	2nd MI FFH	3rd MI FFH	Current FFH
GT-1	1	56950	0	0	69881

Output Calculations

FFH Before 1st MI	FFH after 1st MI	FFH after 2nd MI	FFH after 3rd MI	Current FFH
56950	12931	69881	69881	69881
	69881	69881	69881	

Output Results

No of MIs completed	Heat Rate Degradation Factor	Output Degradation Factor
1	1.468	3.292

GT Fired Hours	Output Degradation	HR degradation
0	0.000	0.000
1810	1.015	0.245
4160	1.487	0.473
6880	1.785	0.667
9220	2.013	0.720
12330	2.258	0.860
13690	2.380	0.966
16790	2.573	1.072
19120	2.696	1.160
21650	2.871	1.265
23390	2.958	1.336
26500	3.116	1.442
28820	3.221	1.512
31730	3.362	1.635
33860	3.432	1.706
36390	3.589	1.777
38130	3.642	1.882
40850	3.747	1.970
42790	3.852	2.041
45310	3.980	2.164
47760	4.080	2.200
48000	4.100	2.252
52000	4.268	2.342
56000	4.442	2.432
60000	4.556	2.522
64000	4.690	2.612
68000	4.884	2.702
70000	4.968	2.792

After 1st MI		Output Difference	Heat Rate Difference
0	2.169	0.701	0.266
2010	2.350	0.967	

GT	MIs
GT 1	0
GT 2	1
	2
	3

0

GTs	MIs
GT-1	0
GT-2	1
	2
	3

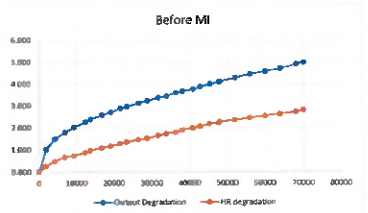
Performance Reset after MI as per Curve

1st MI	Output reset	2.300
	Heatrate reset	1.752
2nd MI	Output reset	2.400
	Heatrate reset	1.600
3rd MI	Output reset	2.400
	Heatrate reset	1.600

GT-1

Degradation Curve Reset Calculation		Degradation Factor wrt MI	
After 1st MI		Before MI	
Output	Heat Rate	Output	Heat Rate
56000	56000	56000	56000
60000	60000	60000	60000
4.442	2.432	4.442	2.432
4.556	2.522	4.556	2.522
4.469	2.453	4.469	2.453
After 2nd MI		After 1st MI	
Output	Heat Rate	Output	Heat Rate
12120	12120	12120	12120
14450	14450	14450	14450
3.243	1.425	3.243	1.425
3.383	1.548	3.383	1.548
3.292	1.468	3.292	1.468
After 3rd MI		After 2nd MI	
Output	Heat Rate	Output	Heat Rate
65000	65000	65000	65000
70000	70000	70000	70000
4.452	2.448	4.452	2.448
4.672	2.578	4.672	2.578
4.667	2.574	4.667	2.574
		After 3rd MI	
		Output	Heat Rate

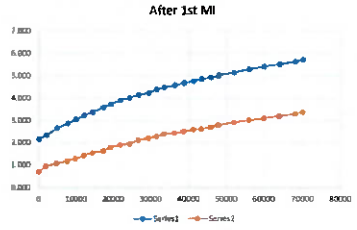
Degradation Curve based on MI Hours

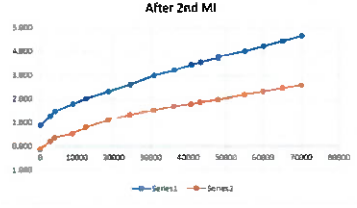


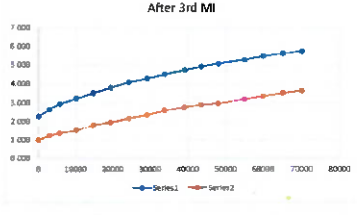
96000	4.700	2.605
96000	3.000	1.000
96000	2.300	1.000
98780	2.685	1.339
99960	2.878	1.498
104810	3.193	1.674
108500	3.421	1.938
114510	3.719	2.237
120130	4.017	2.448
126740	4.402	2.662
132170	4.630	2.819
136630	4.858	2.900
139150	4.963	2.980
143850	5.150	3.100
144000	5.200	3.100
144000	4.000	2.000
144000	2.800	1.500
148960	3.162	1.750
149690	3.460	1.878
154150	3.740	2.054
158810	4.020	2.317
163470	4.301	2.459
168320	4.598	2.687
173170	4.791	2.883
177820	5.037	3.110
183060	5.247	3.251
187520	5.440	3.392
192000	5.598	3.463
192000	5.207	3.000
192000	5.003	2.000
192000	3.200	1.800

4740	2.665	1.073	0.315	0.106
7650	2.876	1.179	0.210	0.105
9790	3.051	1.284	0.175	0.105
12120	3.243	1.425	0.193	0.141
14450	3.383	1.548	0.140	0.123
17370	3.594	1.636	0.210	0.088
19310	3.734	1.794	0.140	0.158
21840	3.909	1.900	0.175	0.105
24360	4.032	1.953	0.123	0.053
26690	4.172	2.128	0.140	0.175
29400	4.259	2.216	0.088	0.088
31540	4.417	2.305	0.158	0.088
33480	4.505	2.410	0.088	0.106
36380	4.610	2.446	0.105	0.036
38710	4.688	2.517	0.088	0.071
41230	4.785	2.605	0.088	0.088
43360	4.873	2.623	0.088	0.018
45880	4.961	2.711	0.088	0.088
47770	5.012	2.801	0.051	0.091
48000	5.069	2.804	0.057	0.003
52000	5.179	2.937	0.110	0.133
58000	5.329	3.029	0.150	0.093
60000	5.449	3.122	0.120	0.093
64000	5.559	3.215	0.110	0.093
68000	5.669	3.307	0.110	0.093
70000	5.759	3.400	0.090	0.093
After 2nd MI			Output Difference	Heat Rate Difference
0	0.892	-0.132		
2780	1.278	0.207	0.385	0.339
3960	1.470	0.365	0.193	0.159
8810	1.785	0.541	0.315	0.176
12500	2.013	0.805	0.228	0.264
18510	2.311	1.104	0.298	0.299
24330	2.609	1.316	0.298	0.212
30740	2.994	1.527	0.385	0.212
36170	3.222	1.686	0.228	0.159
40630	3.450	1.768	0.228	0.081
43150	3.555	1.848	0.105	0.080
47850	3.742	1.968	0.187	0.120
48000	3.792	1.968	0.050	0.000
55000	4.012	2.188	0.220	0.220
60000	4.232	2.318	0.220	0.130
65000	4.452	2.448	0.220	0.130
70000	4.672	2.578	0.220	0.130
After 3rd MI			Output Difference	Heat Rate Difference
0	2.267	0.974		
2960	2.629	1.224	0.362	0.250
5690	2.927	1.352	0.298	0.128
10150	3.207	1.528	0.280	0.176
14810	3.487	1.792	0.280	0.264
19470	3.768	1.933	0.280	0.141
24320	4.065	2.162	0.298	0.229
29170	4.258	2.355	0.193	0.194
33820	4.504	2.584	0.245	0.229
39060	4.714	2.725	0.210	0.141
43520	4.907	2.867	0.193	0.141
48000	5.065	2.938	0.158	0.071
55000	5.267	3.174	0.202	0.237
60000	5.467	3.324	0.200	0.150
65000	5.617	3.494	0.150	0.170
70000	5.717	3.614	0.100	0.120

65000	65000
70000	70000
5.617	3.494
5.717	3.614
5.715	3.612
Results	
Output Degradation	
0	4.469
1	3.292
2	4.667
3	5.715
HR Degradation	
0	2.453
1	1.468
2	2.574
3	3.612

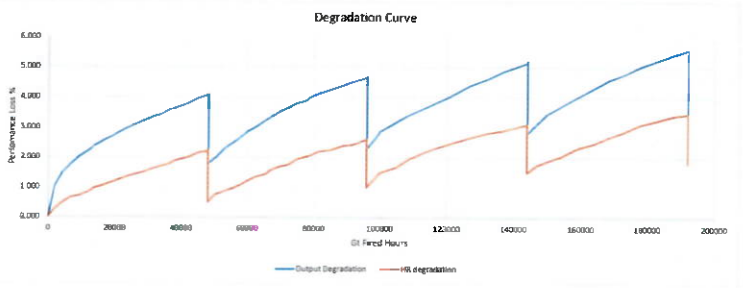






Plant Performance Audit-1
ONGC Tripura Power Company Limited (OTPC)
2X363.3 MW Combined Cycle Power Plant, Tripura, India

Actual CC Output and Heat Rate Correction Curves up to 200000 FFH provided by OTPC



Degradation curve in Table form

GT Fired Hours	Output Degradation	HR degradation
0	0.000	0.000
1810	1.015	0.245
4160	1.487	0.473
6880	1.785	0.667
9220	2.013	0.720
12330	2.258	0.860
13690	2.380	0.966
16790	2.573	1.072
19120	2.696	1.160
21650	2.871	1.265
23390	2.958	1.336
26500	3.116	1.442
28820	3.221	1.512
31730	3.362	1.635
33860	3.432	1.706
36390	3.589	1.777
38130	3.642	1.882
40850	3.747	1.970
42790	3.852	2.041
45310	3.980	2.164
47760	4.080	2.200
48000	4.100	2.252
48000	3.742	1.500
48000	1.800	0.500
50010	1.981	0.766
52740	2.296	0.872
55650	2.507	0.977
57790	2.682	1.083
60120	2.874	1.223
62450	3.014	1.346
65370	3.225	1.435
67310	3.365	1.593
69840	3.540	1.698
72360	3.663	1.752
74690	3.803	1.927
77400	3.890	2.015
79540	4.048	2.103
81480	4.136	2.209
84380	4.241	2.245
86710	4.329	2.315
89230	4.416	2.403
91360	4.504	2.421
93880	4.592	2.509
95770	4.643	2.600

GT-2

Input Data

GTs	No. of MIs completed	1st MI FFH	2nd MI FFH	3rd MI FFH	Current FFH
GT-2	1	55489.8	0	0	60343.7

Output Calculations

FFH Before 1st MI	FFH after 1st MI	FFH after 2nd MI	FFH after 3rd MI	Current FFH
55489.8	4854	60344	60344	60344
	60343.7	60343.7	60343.7	

Output Results

No of MIs completed	Heat Rate Degradation Factor	Output Degradation Factor
1	1.044	2.624

GT Fired Hours	Output Degradation	HR degradation
0	0.000	0.000
1810	1.015	0.245
4160	1.487	0.473
6880	1.785	0.667
9220	2.013	0.720
12330	2.258	0.860
13690	2.380	0.966
16790	2.573	1.072
19120	2.696	1.160
21650	2.871	1.265
23390	2.958	1.336
26500	3.116	1.442
28820	3.221	1.512
31730	3.362	1.635
33860	3.432	1.706
36390	3.589	1.777
38130	3.642	1.882
40850	3.747	1.970
42790	3.852	2.041
45310	3.980	2.164
47760	4.080	2.200
48000	4.100	2.252
52000	4.268	2.342
56000	4.442	2.432
60000	4.556	2.522
64000	4.690	2.612
68000	4.884	2.702
70000	4.968	2.792
After 1st MI		
0	2.120	0.669
2010	2.301	0.935

Output Difference	Heat Rate Difference
0.181	0.266

GT	MIs
GT 1	0
GT 2	1
	2
	3

0

GTs	MIs
GT-1	0
GT-2	1
	2
	3

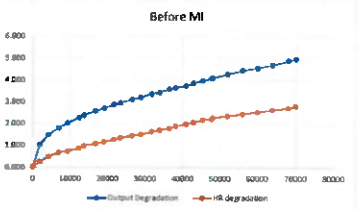
Performance Reset after MI as per Curve

1st MI	Output reset	2.300
	Heatrate reset	1.752
2nd MI	Output reset	2.400
	Heatrate reset	1.600
3rd MI	Output reset	2.400
	Heatrate reset	1.600

GT-2

Degradation Curve Reset Calculation		Degradation Factor wrt MI	
After 1st MI		Before MI	
Output	Heat Rate	Output	Heat Rate
52000	52000	52000	52000
56000	56000	56000	56000
4.268	2.342	4.268	2.342
4.442	2.432	4.442	2.432
4.420	2.421	4.420	2.421
After 2nd MI		After 1st MI	
Output	Heat Rate	Output	Heat Rate
4740	4740	4740	4740
7650	7650	7650	7650
2.616	1.040	2.616	1.040
2.826	1.146	2.826	1.146
2.624	1.044	2.624	1.044
After 3rd MI		After 2nd MI	
Output	Heat Rate	Output	Heat Rate
60000	60000	60000	60000
65000	65000	65000	65000
3.564	1.894	3.564	1.894
3.784	2.024	3.784	2.024
3.580	1.903	3.580	1.903
		After 3rd MI	
		Output	Heat Rate

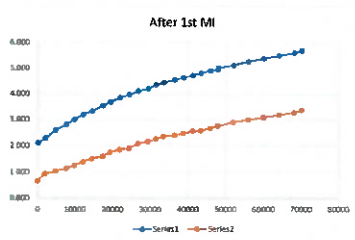
Degradation Curve based on MI Hours

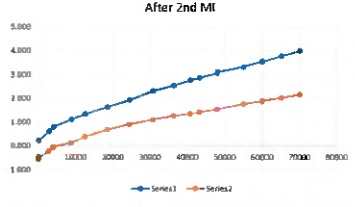


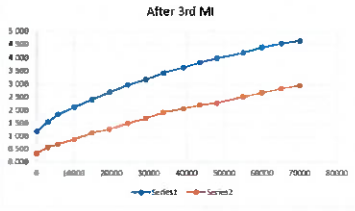
96000	4.700	2.825
98000	3.000	1.000
96000	2.300	1.000
98780	2.685	1.139
99960	2.878	1.498
104810	3.193	1.674
108500	3.421	1.938
114510	3.719	2.237
120330	4.017	2.448
126740	4.402	2.660
132170	4.630	2.819
136630	4.858	2.900
139150	4.963	2.980
143850	5.150	3.100
144000	5.200	3.100
144000	4.000	2.000
144000	2.800	1.500
146960	3.162	1.790
149680	3.460	1.878
154150	3.740	2.054
158810	4.020	2.317
163470	4.301	2.459
168330	4.598	2.687
173170	4.791	2.881
177820	5.037	3.110
183050	5.247	3.251
187520	5.440	3.392
192000	5.598	3.463
192000	5.267	3.000
192000	5.003	2.000
192000	3.800	1.800

4740	2.516	1.040	0.315	0.106
7850	2.826	1.146	0.210	0.106
9790	3.002	1.251	0.175	0.106
12320	3.194	1.392	0.193	0.141
14450	3.334	1.515	0.140	0.123
17370	3.544	1.603	0.210	0.088
19310	3.685	1.761	0.140	0.158
21840	3.860	1.867	0.175	0.106
24360	3.982	1.920	0.123	0.053
26690	4.123	2.095	0.140	0.175
29400	4.210	2.184	0.088	0.088
31540	4.368	2.272	0.158	0.088
33480	4.456	2.377	0.088	0.105
36380	4.561	2.413	0.105	0.036
38710	4.648	2.484	0.088	0.071
41230	4.736	2.572	0.088	0.088
43360	4.824	2.590	0.088	0.018
45880	4.911	2.678	0.088	0.088
47770	4.963	2.769	0.053	0.091
48000	5.020	2.772	0.057	0.003
52000	5.130	2.904	0.110	0.133
56000	5.280	2.997	0.150	0.093
60000	5.400	3.089	0.120	0.093
64000	5.510	3.182	0.110	0.093
68000	5.620	3.274	0.110	0.093
70000	5.710	3.367	0.090	0.093
After 2nd MI			Output Difference	Heat Rate Difference
0	0.224	-0.556		
2780	0.610	-0.216	0.385	0.339
3960	0.802	-0.058	0.193	0.159
8810	1.118	0.118	0.315	0.176
12500	1.345	0.382	0.228	0.264
18510	1.643	0.681	0.298	0.299
24330	1.941	0.892	0.298	0.212
30740	2.327	1.104	0.385	0.212
36170	2.555	1.263	0.228	0.159
40630	2.782	1.344	0.228	0.081
43150	2.888	1.424	0.105	0.080
47850	3.074	1.544	0.187	0.120
48000	3.124	1.544	0.050	0.000
55000	3.344	1.764	0.220	0.220
60000	3.564	1.894	0.220	0.130
65000	3.784	2.024	0.220	0.130
70000	4.004	2.154	0.220	0.130
After 3rd MI			Output Difference	Heat Rate Difference
0	1.180	0.303		
2960	1.542	0.553	0.362	0.250
5690	1.839	0.681	0.298	0.128
10150	2.120	0.857	0.280	0.176
14810	2.400	1.120	0.280	0.264
19470	2.680	1.262	0.280	0.141
24320	2.978	1.490	0.298	0.229
29170	3.171	1.684	0.193	0.194
33820	3.416	1.913	0.245	0.229
39060	3.627	2.054	0.210	0.141
43520	3.819	2.195	0.193	0.141
48000	3.977	2.267	0.158	0.071
55000	4.180	2.503	0.202	0.237
60000	4.380	2.653	0.200	0.150
65000	4.530	2.823	0.150	0.170
70000	4.630	2.943	0.100	0.120

60000	60000
65000	65000
4.380	2.653
4.530	2.823
4.390	2.665
Results	
Output Degradation	
0	4.420
1	2.624
2	3.580
3	4.390
HR Degradation	
0	2.421
1	1.044
2	1.903
3	2.665







Annexure 19

QUALITY OF DM WATER

	MB OUTLET	DM WATER TANK-1	DM WATER TANK-2
pH	6.8 to 7.2	6.8 to 7.2	6.8 to 7.2
Conductivity(micros/CM)	<0.1	<0.5	<.5
Silica(ppm as CaCO3)	<.02	<.02	<.02

ANNEXURE 20

Proposed Plan for Allotment of Quarters to O&M Operator in OTPC Township Colony

Sl. No.	Building Type	Area of Flats (in Sq ft. approx.)	Total No. of Flats to be given to O&M Operator	Eligibility of Quarters	Rental
1.	Type-II (4 BHK)	2800	2	Plant Manager, Operations - Manager	13,000
2.	Type-IV (3 B HK)	1300	11	Shift Incharge; Manager - Mech, Elec, C&I, Tech. Cell; Head - Purchase, HSE Manager	4,500
3.	Type-V (2 BHK)	1000	24	staff other than mentioned above	3,000
Total Number of Quarters			**37**		

Note :

1. Quarter shall be allocated to O&M Operator on 'Rental' basis.
2. Allocation of the quarters shall be subject to approval by the Owner.
3. Utility charges such as water and electricity shall be provided on chargeable basis, as per the rates approved by OTPC, HR & Admin department.

ANNEXURE-21

Form of "Leave and License Agreement" for lease of residential quarters at Township to be signed between OTPC and O&M Operator

LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement (hereinafter referred to as '**Agreement**') is made and entered into at Palatana Tripura on this [*] day of , 2023 by and between:

ONGC TRIPURA POWER COMPANY LTD., (OTPC), a company incorporated in India and having its registered office at **Udaipur- Kakraban Road, Palatana P.O., District Gomati, Tripura - 799105** (India) , represented herein through its constituted attorney Mr. [*], who is duly authorized in this regard *vide* Board resolution/Special Power of Attorney dated [*], (hereinafter referred to as the '**LICENCOR**', which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its respective legal heirs, representatives, executors, administrators and permitted assigns) of the **ONE PART;**

AND

[NAME OF O&M OPERATOR], a company incorporated in India, having its registered office at [*], represented herein through its constituted attorney Mr. [*], who is duly authorized in this regard *vide* Board resolution/Special Power of Attorney dated [*], (hereinafter referred to as the '**LICENCEE**'), of the **SECOND PART;**

(The '**Licencor**', and the '**Licencee**' shall hereinafter individually be referred to as the '**Party**' and collectively be referred to as the '**Parties**', as the case may be.)

WHEREAS the Licencor has established a 726.6 MW Combined Cycle Gas Turbine Thermal Power Project at Palatana, Tripura (hereinafter referred to as '**Power Plant**'), in order to supply power to the North Eastern States of India.

AND WHEREAS the Licencor has got constructed an OTPC Residential Colony / Township at Khilpara, Gomati, Tripura consisting of eighty two flats of five different categories *viz.* Type – I, Bungalow (1 nos), 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 to be used primarily for residential accommodation of the Licencor's employees. The ownership of the entire residential colony consisting of the said 82 flats, including the common areas therein vests solely with the Licencor.

AND WHEREAS the Licencor, vide agreement dated [*], (hereinafter referred to as "**O&M Contract**") has engaged the Licencee as the O&M Operator for the Power Plant, whereunder, the Licencee is responsible for [mention responsibilities of the O&M Operator as per agreement]

AND WHEREAS the employees of the Licencee, who are serving at the site of the Power Plant are, owing to the nature of their work in relation to the Power Plant, in need of residential accommodation in close proximity thereof. Therefore, the Licencee has requested the Licencor to provide residential accommodation to such employees of the Licencee at the OTPC Residential Colony / Township at Khilpara, Gomati, Tripura.

AND WHEREAS the Licencor has agreed to the request of the Licencee and has agreed to grant residential accommodation to the employees of the Licencee, who are presently employed with the Licencee and are currently responsible for the operation and maintenance of the Power Plant. In furtherance thereof the Licencor has reserved 33 of the above-mentioned 82 flats for residential accommodation of the such employees of the Licencee.

AND WHEREAS the Parties are desirous of recording the terms of their understanding in writing as under.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. GRANT OF LICENCE

1.1 The Licencor does, vide this Agreement, grants the Licencee, a licence to use and occupy, on a temporary and bare basis, (hereinafter referred to as the '**Licence**') the **Licensed Premises**, (reference to the Licenced Premises includes any and all parts thereof) which is more particularly described in the site plan appended herewith at **SCHEDULE – I**, and the Licencee hereby accepts the Licence on the express terms and conditions contained herein.

1.2 The Licencee represents, inter alia, that the use and occupation of the Licensed Premises by the Licencee shall be its personal right, extendable, by way of a sub-licence, with the approval of the Licencor, only to the Licencee's employees who are directly engaged in the operation and maintenance of the Power Plant and the same shall not be transferable in any other manner by the Licencee. Save as provided under this sub-clause, the Licencee shall neither be entitled, under any circumstance whatsoever, to assign or sub-license the Licence hereby granted nor is the Licencee entitled to create any third party rights in the Licensed Premises or transfer the benefits of this Agreement to any other person or entity whomsoever.

1.3 Nothing contained herein constitutes or creates or will be deemed to constitute or create any right, interest, easement, tenancy, sub-tenancy or any other right, title or interest in, to or upon the Licensed Premises in favour of the Licencee or as transferring any interest therein in favour of the Licencee other than, the temporary permissive right of use hereby granted. Nothing contained in this Agreement shall constitute a demise or letting of the Licensed Premises.

1.4 The Licencee shall be entitled to peaceful possession and enjoyment of the Licensed Premises, and the other rights herein, without any interruption or interference from the Licencor or any third party.

1.5 The Licencee shall neither claim any right, except as a Licencee nor claim any protection under the Tripura Building (Lease and Rent Control) Act, 1975 or any similar right under any other law for the time being in force.

1.6 The Licensed Premises shall always be deemed to be in the juridical and exclusive possession of the Licencor. The Licencee shall not change or replace the locks of the outer doors of the Licensed Premises without the written consent of the Licencor.

2. LICENCE PERIOD

2.1 The Licence hereby granted by the Licencor to the Licencee shall be co-terminus with and co-dependent on the O&M Contract and will consequently remain valid and subsisting for a continuous period of [*] (in words) months commencing w.e.f. from [*] November [●] (‘**Effective Date’**) and expiring on [*] November [●] (‘**Expiry Date**’) (both days inclusive) (hereinafter referred to as the ‘**Licence Period**’), unless terminated earlier in accordance with the terms of this Agreement.

2.2 Upon expiry of the Licence Period, the Licence may be renewed by the Parties on mutually agreed terms.

2.3 In the event the Licencee, for whatever reason, terminates the O&M Contract or this Agreement, within a period of 1 (one) year from the Effective Date, then the Licencee shall be liable to pay to the Licencor the Licence Fees for the remaining period i.e. from the date of termination till the anniversary of the Agreement as liquidated damages, which the parties

agree is a genuine pre-estimate of the loss that is likely to occur to the Licencor on account of such termination by the Licencee.

2.4 After a period of 1 (one) year from the Effective Date, the Licence may be terminated by either Party, provided the Party terminating the Licence shall have given to the other Party a one month termination notice in writing. Alternatively, the Licencee shall be entitled to terminate this Agreement immediately by making a payment of one month's Licence Fee in lieu of the said notice period.

3. LICENCE FEE

3.1 In consideration of the Licence hereby granted by the Licencor to the Licencee to use and occupy the Licensed Premises during the Licence Period, the Licencee shall pay to the Licencor amounts as set out in the table below on a monthly basis (hereinafter referred to as the '**Licence Fee**'):

Period	**Licence Fee**
[*] November 2023to [*] November 2024	Rs. [*] per month pro-rated for the first and last month.
[*] November 2024 to [*] November 2025	Rs. [*] per month pro-rated for the first and last month.
[*] November 2025 to [*] November 2026	Rs. [*] per month pro-rated for the first and last month.

3.2 With effect from the Effective Date, the Licencor shall on the 25th day of each English calendar month, issue an invoice to the Licencee stipulating the Licence Fee payable for the succeeding month along with the GST payable thereon.

3.3 The Licence Fee, along with the GST applicable thereon shall be payable in advance, by the Licencee, on or before the 5th day of every English calendar month for which the Licence Fee falls due during the Licence Period and such payment shall be made by the Licencee to the Licencor through RTGS/NEFT.

Bank details are as follows:

Account Holder: •

Account Number: •

Bank Name and Branch: •

IFSC Code: •

3.4 Failure by the Licencee to pay the Licence Fee within the time frame mentioned herein, the

Licencor shall be entitled to interest @18% (Eighteen Per Cent) p.a. on such delayed payment for the period commencing from the date on which the Licence Fee is due and payable till the date on which the Licence Fee is received by the Licencor.

4. SECURITY DEPOSIT

4.1 The Licencee shall, during the Licence Period, deposit and keep deposited with the Licencor a sum of Rs. [*] ([*]Only) as an interest- free refundable deposit for the due performance and observance by the Licencee of the terms and conditions of the Licence (the '**Security Deposit**'). The Security Deposit has been deposited by the Licencee to the Licencor on or before the execution of this Agreement (the payment and receipt whereof the Licencor hereby admits and acknowledges).

4.2 The Security Deposit shall remain deposited with the Licencor throughout the Licence Period and shall not carry any interest and shall be refunded without interest to the Licencee on the expiry or sooner determination of the Licence simultaneously upon Licencee handing over vacant and peaceful possession of the Licensed Premises.

5. UTILITIES

During the Licence Period, the Licencee shall, in a regular and timely manner, pay all charges/bills for electricity or power consumed, telephone, cooking gas, water and other utilities (collectively referred to as '**Utilities**') used in the Licensed Premises as per the bills received from the concerned authorities directly within the notice period. The Licencee shall make good at its cost including reconnection of electric supply in the event of default, during the Licence Period, on timely payments to concerned authorities or violation of any condition of electric supply.

6. INSPECTION OF THE LICENSED PREMISES

6.1 The Licencee hereby agrees and confirms that they have entered into this Agreement after inspecting and having satisfied themselves of the condition of the fittings including but not limited to the sanitary, electrical and water supply connections, provided at the Licensed Premises.

6.2 The Licencor or its duly authorised agent shall be entitled at all reasonable times, after giving 48 (Forty eight) hours prior written notice to the Licencee, to enter upon the Licensed Premises and inspect the same.

6.3 The Licencee shall be responsible for the upkeep and maintenance of the Licensed Premises (reasonable wear and tear excepted). Prior to the expiry or termination of the Licence, the Licencor shall be entitled to inspect the Licensed Premises to ascertain the condition thereof. The Licencee shall, at their own cost, carry out such repairs as may be necessary and restore the Licensed Premises therein to the same condition in which the same were (reasonable wear and tear excepted) at the commencement of the Licence.

6.4 The Parties shall, 10 (ten) days prior to the expected day of hand over of the possession of the Licensed Premises to the Licencor, make a joint inspection of the Licensed Premises and confirm in writing whether any damage has been done to the Licensed Premises or there is any need of repairs to the Licensed Premises. Thereafter, the Licencee shall ensure that there is no further damage to the Licensed Premises during the 10 day period prior to the handover of the Licensed Premises by the Licencee to the Licencor. The Licencee shall ensure that there is no damage to the Licensed Premises during the process of moving and shifting of personal belongings of the Licencee from the Licensed Premises.

7. OUTGOINGS AND TAXES

During the Licence Period, all present and future municipal taxes, rates, duties, levies and charges (including taxes and charges for water) payable to the Local Authorities or the Municipal Corporation in respect of the Licensed Premises shall be borne and paid by the Licencor alone.

8. REPRESENTATIONS AND COVENANTS OF THE LICENCOR

8.1 The Licencor represents to the Licencee that the Licencor is the owner of and absolutely seized and possessed of the exclusive and unencumbered right to use the Licensed Premises including and having the full power and absolute authority to give the Licensed Premises on leave and license to the Licencee as provided in this Agreement. Save and except the Licencor, no other person(s) is/ are interested in the Licensed Premises and the Licencor has complete right, title and interest over the Licensed Premises.

8.2 No notice(s) has / have been received either from local authorities or from the state government or otherwise for requisition and / or acquisition of the Licensed Premises or any part thereof by the Licencor.

8.3 There are no easements created under any document or by any covenant or by prescription which inter alia restrict this Agreement in respect of and / or upon the Licensed Premises or any part thereof.

8.4 The Licencor has not entered into any agreement in respect of the Licensed Premises or any part for sale or otherwise whereby the rights of the Licencor to grant leave and license in respect of the Licensed Premises are in any way jeopardized and / or affected; and further that the Licencor has not parted with possession of the Licensed Premises or any part thereof to any third parties in any manner whatsoever.

8.5 In case of transfer of the Licensed Premises by the Licencor to a third party, the terms and conditions of this Agreement shall mutatis mutandis apply to the said third party and such transfer shall be subject to this Agreement and shall not be detrimental to the interest of the Licencee. The Licencor in such an event obtain a written declaration and confirmation from the intending purchaser/ third party agreeing to be bound by this Agreement.

8.6 During the Licence Period, the Licencor shall promptly pay all existing and future rates, taxes, cess, assessments etc. in respect of the Licensed Premises.

8.7 The Licencor has duly paid all dues, charges and outgoings payable in respect of the Licensed Premises up to the date of this Leave and Licence Agreement in respect of the use, occupation, possession and enjoyment of the Licensed Premises.

8.8 The Licencor has complied with all laws, rules and regulations (statutory or otherwise) applicable to the Licensed Premises.

8.9 The Licensed Premises are not mortgaged, charged or otherwise encumbered in any manner whatsoever and the same are free from any and all third party(ies) claims, demands or interests whatsoever.

8.10 There are no suits, proceedings, lis pendens, notices, actions, demands, orders, decrees, attachments either before or after judgment or any prohibitory orders or otherwise any liabilities in respect of the Licensed Premises or any part thereof whereby the rights of the Licencor to the Licensed Premises are in any way restricted, affected or jeopardized.

8.11 There are no proceedings whether for recovery of taxes or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Licencor to deal with the Licensed Premises are in any way affected and / or restricted.

8.12 Subject to the Licencee regularly paying the Licence Fee and charges for Utilities hereunder and duly performing, observing and fulfilling all the terms and conditions of this Agreement, the Licencee shall be entitled to the use and occupation of the Licensed Premises without any hindrance from the Licencor.

9. REPRESENTATIONS AND COVENANTS OF THE LICENCEE

9.1 The Licencee shall use the Licensed Premises only for the purpose of residence of its employees who are working directly in relation to the operation and maintenance of the Power Plant.

9.2 The Licencee shall sub-licence the Licenced Premises only to its employees who are engaged directly in the operation and maintenance of the Power Plant and the Licencor shall approve such sub-licence in writing. Such sub-licence shall be bare, exclusive, non-transferable and non-assignable by the sub-licencee, extendable only to the sub-licencee's immediate family and domestic staff (if any), and valid for a period of 1 (one) year from its effective date.

9.3 That the sub-licence so executed shall also be co-terminus and co-dependent on the O&M Contract.

9.4 Notwithstanding the sub-licence in favour of its employee, the Licencee shall be solely responsible for the payment of the Licence Fee to the Licencor, which the Licencee undertakes to promptly pay to the Licencor in respect of the Licensed Premises during the subsistence of the Licence Period and/or any extension thereof.

9.5 The Licencee shall not undertake or carry out any permanent or structural additions or alterations in the Licensed Premises without the prior consent of the Licencor in writing. In the event the Licencor permits such permanent or structural additions or alterations then all the costs incurred towards such additions or alterations, shall be borne entirely by the Licencee.

9.6 The Licencee may install and remove its own movable fittings and movable fixture without causing any damage or loss to the structural pillars/ walls of the Licensed Premises.

9.7 The Licencee shall not use or permit the use of the Licensed Premises for any illegal or improper purpose and shall not knowingly do, cause, permit or suffer upon the Licensed Premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage to or prejudicially affect the interest of the Licencor or any other neighboring occupiers.

9.8 The Licencee shall perform and observe all the rules, regulations and bye laws relating to the Licensed Premises and the norms of the Licencor.

9.9 The Licencee shall be solely responsible for security its employees and articles, things and belongings in the Licensed Premises. The Licencor shall not be held liable or responsible for any theft, loss, damage or any injury to any person or persons in the Licensed Premises from any cause whatsoever during the Licence Period or as long as the Licensed Premises are in use and occupation of the Licencee.

9.10 The Licencee shall keep the interior of the Licensed Premises and the floors, walls, ceilings, doors, windows, electricity installations, water taps and other fittings and fixtures thereof in good repair and condition (reasonable wear and tear and damage by fire, damage to the colouring due to deterioration, tempest and acts of God are exempted) and shall repair, make good or replace any damage or breakage caused to the same or any part thereof.

9.11 The Licencee, or its sub-licencee's shall not keep or store in or upon any part of the Licensed Premises petrol or any other goods of combustible hazardous or explosive nature except goods of such nature as are required for household use and car and permitted by the applicable laws; nor to do or suffer to be done on the Licensed Premises anything which shall invalidate or make voidable or increase the premium payable on the policy or policies or insurance for the time being in force in respect of the building in which the Licensed Premises are situated.

9.12 The Licencee shall also be bound by the General Terms and Conditions of the OTPC Quarter Allotment Rules, 2019

10. FURNITURE AND FIXTURES

10.1 The Licencee shall be entitled to bring their own furniture and goods at their own cost in the Licensed Premises.

11. REPAIRS AND INSTALLATIONS

11.1 It is mutually agreed between the Parties that the Licencee shall incur costs and expenses towards the day to day repair works including but not limited to fuse blow-out, replacement of light bulbs/tubes leakage of water taps, maintenance of the water pump and other minor repairs etc. However, in respect of any major repairs, either structural or to the electrical or water connection, plumbing leaks, water seepage, major repairs of builder-fitted ACs shall be attended to by the Licencor and such repairs shall only be carried out pursuant to the Licencor granting the necessary approval. In the event the Licencor fails to carry out the repairs on receiving notice from the Licencee, the Licencee shall undertake the necessary repairs and the Licencor will be liable to immediately reimburse costs incurred by the Licencee.

11.2 The Licencee shall be entitled to install air conditioners, telephone, air coolers, television antenna / cable connection, etc., at their own cost in the said premises and make any alteration to the said premises for the purpose of such installation.

12. TERMINATION FOR DEFAULT

In the event the Licencee commits breach of any of the terms and conditions of this Agreement, the Licencor shall be entitled to give 30 (Thirty) days written notice to the Licencee calling upon the Licencee to rectify the breach, and if the Licencee fails to rectify the breach within the said period of 30 days, then, in such event, on the expiry of the said period of 30 days, the Licencor shall, at its sole option, be entitled to terminate the Licence hereby granted with immediate effect by giving notice in writing to the Licencee. On issue by the Licencor of such latter notice, the Licence shall stand terminated.

13. CONSEQUENCES OF EXPIRY OR TERMINATION

13.1 On the expiry or sooner termination of this Agreement the following actions shall occur simultaneously:

(i) the Licencee (including its sub-licencee's) shall vacate the Licensed Premises and remove all their articles, goods and belongings from the Licensed Premises and hand back to the

Licencor quiet, vacant and peaceful charge of the Licensed Premises in good condition (reasonable wear and tear excepted);

(ii) the Licencor shall refund to the Licencee the Security Deposit without interest after deducting therefrom (a) the amounts, if any, due to the Licencor towards unpaid Licence Fee; (b) costs for reinstating or restoring the damage, if any, caused to the Licensed Premises of the Licencor therein, other than reasonable wear and tear; and (c) an amount equivalent to the charges for Utilities for which bills have till then not been received on the basis of the previous three months' bills for such Utilities; and after adjusting the actual bill amounts, shall forthwith pay over the balance of the retained amount to the Licencee; in case the retained amount is insufficient for payment of such bills, the excess amount shall be reimbursed by the Licencee to the Licencor.

13.2 In the event of failure on the part of the Licencee to hand back quiet and vacant charge of the Licensed Premises to the Licencor and the Licencor being ready and willing to hand over the Security Deposit to the Licencee, the Licencor shall be entitled to retain the interest free Security Deposit until the Licencee vacates the Licensed Premises. Additionally, the Licencee shall be liable to pay to the Licencor a sum of Rs. [*] (Rupees [*] Only) per month and such damages shall be calculated on a pro-rata basis till the handover of Licensed Premises by the Licencee. The Licencee shall also remain liable to pay for all Utilities consumed in the Licensed Premises during such unauthorized and unlawful occupation. Provided always that during such period of unauthorized and unlawful occupation, the sub-Licencee's and their family members/staff shall be deemed to be trespassers. Notwithstanding anything contained in this Clause 13.2, the Licencor shall have the right to evict the sub-Licencee's.

13.3 The Licencee agrees that this Agreement is an agreement of leave and license in respect of the Licensed Premises and shall not be governed by Tripura Building Lease and Rent Control Act, 1975 and the competent civil courts alone shall have exclusive jurisdiction to resolve any dispute arising under this agreement and no other Court has any jurisdiction to entertain any matter arising out of this Agreement and arrangement.

14. FORCE MAJEURE

If at any time during the Licence Period, the Licensed Premises or any part thereof are destroyed or damaged by fire, tempest, flood, earthquake or other irresistible force or act of God or cause beyond the control of the Licencor (and which is not attributable to the

Licencee) ('**Force Majeure Event**') and the Licensed Premises are rendered unfit for occupation, then in such event, the Licence Fee payable hereunder or a fair proportion thereof according to the extent of the damage shall be suspended and cease to be payable until the Licensed Premises are restored by the Licencor to the same condition that the same were on the date of the Force Majeure Event provided that in the event of the Licensed Premises remaining unfit for occupation for a continuous period of 2 (two) months from the date of the Force Majeure Event, then in such event, notwithstanding the foregoing, the Licencee shall, at his option be entitled to terminate this Agreement, provided always that the Licencee shall not claim an extension of the Licence in case of a Force Majeure Event.

15. AMENDMENT

No amendment of any of the terms of this Agreement shall be valid or binding unless made in writing and signed by both Parties hereto.

16. NOTICE

Any notice or communication by one party to the other shall be given by email and followed by personal hand delivery or by registered post acknowledgement due. Notice to the Licencee's address stated above, and at the Licensed Premises and also by email. The email address of the Licencee is: •

17. Notice to the Licencor shall be sent to the address stated above and also by email. The email address of the Licencor is:•

18. The notice shall be deemed to be validly delivered, if sent by personal hand delivery or courier, on receipt at the address of the Licencee or Licencor, as the case may be, and if sent by registered post acknowledgement due, then on expiry of 5 (five) days from the date of posting.

19. GENERAL

19.1 This Agreement shall be governed by the laws of India and be subject to the exclusive jurisdiction of the competent Court in Tripura only.

19.2 This Agreement shall be executed in two counterparts, of which one counterpart shall be stamped with full stamp duty and be lodged for registration. The original registered counterpart of the Agreement bearing full stamp duty shall be retained by the Licencor and the Licencee shall be entitled to the counterpart which shall be stamped with stamp duty of

Rs.100/-.

19.3 The Parties shall attend the office of the Sub-Registrar of Assurances for registration of this Agreement immediately after execution.

19.4 The stamp duty and registration charges shall be borne and paid by the Parties in equal shares.

19.5 Each Party shall bear their respective Advocates' fees and brokerage charges, if any.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SCHEDULE – I

[Description of the Licenced Premises – 33 flats reserved for the O&M Operator – identify the flats and their common areas]

SIGNED AND DELIVERED by)
ON BEHALF OF THE LICENCOR)

)

THROUGH HIS DULY CONSTITUTED ATTORNEY)

)

_____

Witness for the LICENCOR)
•)

_____

SIGNED AND DELIVERED)

ON BEHALF OF THE LICENCEE)

_____

(PERMANENT ACCOUNT NUMBER AUPPS3419Q))

Witness for the LICENCEE)
•)

_____

RECEIPT

59.0 RECEIVED from the Licencee the sum of Rs. [*] (Rupees [*] only) being the interest free Security Deposit for due performance of the terms of the Leave and License Agreement payable hereunder. Vide cheque No._____ for an amount of Rs.[*]

60.0

I say received

•

(Licencor), through his duly constituted attorney, •

Annexure- 22

Tentative system or equipment to be installed at site during Term of the Contract in next three years:

- Air receivers, 2 nos. X 10 m^3 capacity.
- New spray water system with deluge valve (80 NB/100 NB) at GTG seal oil pits, GBC lube oil skids, STG bearings 4 & 5, STG lube oil coolers & lube oil filters, diesel tanks of fire pumps etc.
- Blowdown pumps for CT basins (50 LPS, 3Ph/10 HP), 2 nos.
- Ventilation system in switch gear rooms.
- New EOT Crane – 60/15 MT at TG Hall, A-B bay.
- Cooling tower for AC Plant-1, 1 no.
- LP CO2 buffer tank, 11KL, 1 no.
- 6.6 KV VFD for GBC Motor (01 Nos)
- Procurement of 10 KL oil filtration Machine
- AC and DC motor testing Bench
- Replacement of existing lighting with new industrial lighting set
- Procurement of New 750 KVA DG set
- 6.6 KV VFD for CEP Motor (01 Nos)
- 415 V VFD for CT Fan Motor (01 Nos)
- Installation of Rotor Flux Monitoring System in GTG-1 & GTG-2