

### ADDENDA NO. 1 (Group-III)

Pursuant to the pre-bid conference held on Nov. 20, 2018 at Patna, following amendments are issued in the terms and conditions of the contract document (Vol-I) in respect of the tender for "Restoration and O&M" works of Group-III.

Sl. No.	Clause No.	Page No.	As mentioned in Tender Document	Amended Clause
<b>Vol-I</b>				
<b>I</b>	<b>Tender Program (NIT)</b>	2		
1.	Online Sale/Download date of Tender documents		From 01.11.2018 (10:00 Hrs.) to 19.11.2018 (18:00 Hrs.)	From 01.11.2018 (10:00 Hrs.)* to <b>27.11.2018</b> (18:00 Hrs.)
3.	Date/Time for submission/ uploading of offer/Bid		03.12.2018 upto 15.00 Hrs.	<b>12.12.2018</b> upto 15.00 Hrs. *
4.	Submission of form fee & EMD in Hard copy/Original		04.12.2018 upto 13: 00 Hrs. (Sone Bhawan, Patna)	<b>13.12.2018</b> upto 13: 00 Hrs.* (Sone Bhawan, Patna)
5.	Date & time for opening of technical and commercial		04.12.2018 at 17: 00 Hrs.	<b>13.12.2018</b> at 17: 00 Hrs. *
<b>II</b>	<b>Clause (ix) b Qualifying Criteria</b>	2	Each partner of Joint Venture/ Consortium shall fulfill the financial qualifying criteria.	<b>Either partner of Joint Venture/ Consortium shall fulfill the financial qualifying criteria (having average net-worth of `15.00 Crores or more during last three financial years as per audited financial report). However, the other partner(s) shall have to be a profit making company during last 3 years.</b>
<b>III</b>	<b>Clause 2.2 A General Scope and Coverage</b>	6	<ul style="list-style-type: none"> <li>➤ Efficient and optimized operation of generating sets for maximum generation and its auxiliaries, service of auxiliaries of Power Plant, Switchyard, Power Evacuation Transmission line and termination arrangement at power purchasers end of power evacuation transmission line.</li> <li>➤ To keep sufficient stock/ inventory of all consumable, spares and all lubricants for switchyard, transmission line and its termination arrangement and, for maintenance of Power Plant.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Efficient and optimized operation of generating sets for maximum generation and its auxiliaries, service of auxiliaries of Power Plant, Switchyard, Power Evacuation Transmission line and termination arrangement at power purchasers end of power evacuation transmission line (<b>applicable at only those ends which are in the maintenance scope of BSHPC</b>).</li> <li>➤ To keep sufficient stock/ inventory of all consumable, spares and all lubricants for switchyard, transmission line and its termination arrangement and, for maintenance of Power Plant (<b>applicable at only those ends which are in the maintenance scope of BSHPC</b>).</li> </ul>
<b>IV</b>	<b>Clause 2.11 (i) f Electrical License</b>	8	To be submitted as a part of Technical Bid Document	Deleted
<b>V</b>	<b>Clause 2.20 Signing of Agreement</b>	10	In the event of tender being accepted, intimation shall be given to the	In the event of tender being accepted, intimation shall be given to the

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			contractor, who shall thereupon attend office of Chief Engineer (Elect.) BSHPC to sign the "Restoration and O&M Agreement" and other documents within specified date of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.	contractor, who shall thereupon attend office of Chief Engineer (Elect.) BSHPC to sign the "Restoration and O&M Agreement" and other documents <b>including Electrical License</b> within specified date of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.
VI	<b>Clause 3.25.1 Performance Guarantee</b>	21	As a contract security, the successful tenderer, to whom the work is awarded shall be required to furnish in favour of the Owner a performance guarantee in the proforma as at Appendix-2. The guarantee amount shall be equal to `1.00 (One Crore Only) during the "Restoration period and the O&M" period for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract and in the tender Documents/Specification; the guarantee shall be valid till the expiry of 90 days after the end of the Contract.	As a contract security, the successful tenderer, to whom the work is awarded shall be required to furnish in favour of the Owner a performance guarantee in the proforma as at Appendix-2. The guarantee amount shall be equal to `1.00 <b>Crore</b> (One Crore Only) during the " <b>Restoration period</b> " and <b>40 Lakh (Forty Lakh Only) during the O&amp;M period</b> for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract and in the tender Documents/ Specification; the guarantee shall be valid till the expiry of 90 days after the end of the Contract.
VII	<b>Clause 3.25.4 Performance Guarantee</b>	21	Whether or not the equipment has been installed under his supervision, the Contractor shall give the following guarantees in respect of the equipment to be furnished. (a) All equipment shall be free from any defect due to faulty design materials and /or workmanship. (b) The equipment shall operate satisfactorily and reliably and the Performance and efficiencies of the equipment shall not be less than the respective guaranteed values.	The Contractor shall give the following guarantees in respect of the equipment replaced, repaired, refurbished and overhauled. (a) All such equipment shall be free from any defect due to faulty design materials and /or workmanship. (b) The equipment shall operate satisfactorily and reliably and the Performance and efficiencies of the equipment shall not be less than the respective guaranteed values.
VIII	<b>Clause 3.25.5 Performance Guarantee</b>	21	The equipment guarantees shall be valid for a minimum period of twelve (12) calendar months commencing immediately on the satisfactory completion of the final tests at site.	The equipment guarantees shall be valid for a minimum period of twelve (12) calendar months commencing immediately on the satisfactory completion of the final tests at site. <b>The equipment guarantees shall also be furnished afresh at the time of handing over of the plant.</b>
IX	<b>Clause 3.26 (i) Handing-Over &amp; Taking Over Of The Projects</b>	21	After award of the contract, the agency shall take over the projects within 15 days after preparation of joint inventory and status of the project with the representative of BSHPC. After completion of the contract period, the agency shall hand over the projects with same inventory and plants in good condition. The BSHPC shall consider handing over available accommodation, office to	After award of the contract, the agency shall take over the projects within 15 days after preparation of joint inventory and status of the project with the representative of BSHPC. After completion of the contract period, the agency shall hand over the projects with same inventory and plants in <b>working</b> condition. The BSHPC shall consider handing over available accommodation, office to

			facilitate round the clock operation and maintenance of the plant.	facilitate round the clock operation and maintenance of the plant.
X	Clause 3.28 (vi) Terms of Payment	23	<p><b>Rebate:</b> - For payment of any Bill within due date (Due date being the last day of the succeeding month), the following Rebate shall be paid by the contractor to the BSHPC in the following manner.</p> <p>a. A rebate of 2% shall be payable to the BSHPC for the payments made in full within three Business Days of receipt of the Bill by the BSHPC.</p> <p>b. For payment of Bill subsequently but within the Due Date a rebate of 1% shall be allowed for the payments made in full.</p> <p>c. No rebate shall be payable on the Bills raised on account of taxes, duties and surcharge etc.</p>	Deleted
XI	Clause 3.29.4 Delayed Payment	24	In the event of delay in payment of a Monthly Bill by the BSHPC Sixty (60) days beyond its due date, a late payment surcharge shall be payable by the BSHPC to the contractor at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the contractor through the next Monthly Bill.	The owner shall make best efforts to release the payments within the due date.
XII	Clause 4.8 Taxes, Duties and Octroi	29	Taxes, duties, Insurance and octroi as levied by Central/State Government or by statutory bodies on the power plant/ energy generated/ materials procured shall be paid by the Contractor.	Taxes, duties and octroi as levied by Central/State Government or by statutory bodies including introduction of any other additional levies on the power plant/ energy generated/ materials procured shall be paid by the Contractor <b>and reimbursed by the owner as per actuals on production of requisite documents</b>
XIII	Clause 4.20 Facilities to be provided to the Contractor (ii) Residences at Site	34	Subject to availability, accommodation can be allotted <b>only to few operating staff of Contractor on shift duty</b> on prevailing rate of BSHPC or commercial rent basis for the duration of the Contract. Contractor shall be responsible to get the accommodation vacated and handover to Owner within 30 (thirty) days of the expiry of Contract period. However, Contractor shall be fully responsible for arranging the accommodation for his staff.	Subject to availability, accommodation can be allotted to Contractor's personnel at the rate of ₹4500/- per month per flat to be escalated @5% after every year during the Contract period. The electricity charges shall be borne by the Contractor as per actuals. The Contractor shall be responsible to get the accommodation vacated and handed over to the Owner within 30 (thirty) days of the expiry of Contract period. This provision, however shall not absolve the Contractor from his responsibility for arranging the accommodation for his staff.

\* Amendment already uploaded at website on Nov. 20, 2018