

### **Amendment No. I to Tender No. SLI8436P16**

Subject : Amendment to Engineering, Procurement and Construction (EPC) Contract of 50 MW (+10%) capacity Wind Energy Project at suitable site(s) in the state of Gujarat and/ or Madhya Pradesh with its Comprehensive Operation & Maintenance for 20 years.  
**(Tender No SLI8436P16 dated 3<sup>rd</sup> September, 2015).**

The terms and conditions of the Bidding Document stands modified to the extent indicated below and all other terms and conditions of the Bidding Document remains unaltered.

| Sr. No | Description  | Clause / Para / Section    | Tender Page | Original Clause   | Modification / Addition / Deletion   |
|--------|--|----------------------------|-------------|---|--|
| 1      | Special Conditions of Contract For Supply, Erection & Commissioning) | Section V<br>5.1           | 46          | <b>Commissioning of Project</b> shall mean the commissioning of entire Wind Power Project of capacity 50 MW (+10%), its interfacing with State Grid and commencement of export of electrical energy to the grid.  | <b>Commissioning of Project</b> shall mean the commissioning of <b>each of the sub parts of the 50MW+10% Wind Power Project , each having a minimum capacity of 25MW</b> and its interfacing with State Grid and commencement of export of electrical energy to the grid.  |
| 2      | Special Conditions of Contract For Supply, Erection & Commissioning) | Section V<br>5.10.4        | 53          | Commissioning schedule for the wind farm shall be as follows :<br><br>a. 25 MW (Minimum) by 10th March 2016<br><br>b. Complete 50MW+10% by nine months from date of issue of LOA<br><br>The date of commissioning shall be the date as mentioned in the certificates of commissioning issued by the respective State Nodal Agency or the State utility for all WEGs and & <b>the project remains in continuous operation thereafter</b> | Commissioning schedule for the wind farm shall be as follows :<br><br>a. 25 MW (Minimum) by 10th March 2016<br><br>b. Complete 50MW+10% by nine months from date of issue of LOA<br><br>The date of commissioning shall be the date as mentioned in the certificates of commissioning issued by the respective State Nodal Agency or the State utility for all WEGs. |
| 3      | Special Conditions of Contract For Supply,                           | Section V<br>Clause 5.11.1 | 53          | Machine availability during Stabilization period should not be less than 70%. Minimum monthly machine availability after stabilization should be <b>90% for each</b>  | Machine availability during Stabilization period should not be less than 70%. Minimum monthly machine availability   |

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|        | Erection & Commissioning)  |                                    |             | <b>WEG</b> for the next One month   | after stabilization should be <b>85% for each WEG</b> for the next one month.  |
| 4      | Special Conditions of Contract for Operation & Maintenance (O&M) of Wind Power Plant | Section VI<br>Clause 6.4<br>(viii) | 73          | Maintain with the assistance of the Owner, records regarding the facility in accordance with <b>generally acceptable accounting principles under the Laws</b>   | Maintain with the assistance of the Owner, records regarding the facility in accordance with <b>prudent industry practices</b>   |
| 5      | Special Conditions of Contract for Operation & Maintenance (O&M) of Wind Power Plant | Section VI<br>Clause 6.11          | 77          | <p>By OIL</p> <p>Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary, and any other purpose, as deemed fit by OIL, shall be taken by OIL regularly during O&amp;M contract period. In case of any loss/ claim under the policy, O&amp;M contractor shall immediately inform the same to OIL &amp; <b>file the claim with Insurance Company on behalf of OIL.</b> Thereafter, Contractor shall submit all the required documents to Insurance Company and take all the measures required to protect the interest of OIL for settlement of claim.</p> <p>The Contractor shall replace the damaged equipment without waiting for settlement of insurance claim. OIL will bear the cost of replacement/ repair over and above the insurance claim, if any, except for damages due to fire, theft &amp; burglary. The cost of replacement/ repair shall be mutually decided.</p> | <p>By OIL</p> <p>Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary, and any other purpose, as deemed fit by OIL, shall be taken by OIL regularly during O&amp;M contract period. In case of any loss/ claim covered under the policy, O&amp;M contractor shall immediately inform the same to OIL &amp; <b>facilitate OIL in filing the claim with Insurance Company.</b> Thereafter, Contractor shall submit all required documents to OIL for onward submission to Insurance Company for filing claim and take all necessary measures required to protect the interest of OIL for settlement of such claim.</p> <p>The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, on the basis of estimation duly approved by OIL. OIL shall issue LOA / PO, wherever applicable , to go ahead and carry out repairs /</p> |

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|        |  |  |             | <p>In case the claim is rejected by Insurance Company due to any reason the same will be borne by the Contractor.</p> <p>In case of claim against fire (not attributed to Force Majeure), theft &amp; burglary, OIL shall only reimburse the amount of claim received from Insurance Company to Contractor and the balance amount has to be borne by the Contractor</p> | <p>replacement.</p> <p>On settlement of such claims by the Insurance Company , OIL will bear the additional cost of replacement / repair over and above the insurance claim settled.</p> <p>In the event of rejection of the above claim by Insurance Company, the entire replacement / repair cost will be borne by the Contractor and the amount, if any, given by OIL for repair / replacement will be refunded back by the contractor.</p> <p>In case of claim against fire (not attributable to Force Majeure), theft &amp; burglary, OIL shall only reimburse to the contractor to the extent claim received from the Insurance Company and the differential cost of replacement / repair over and above the insurance claim settled, if any, will be borne by the Contractor.</p> <p>In the event of rejection of the above claim by Insurance Company, entire replacement / repair cost will be borne by the Contractor</p> |
| 6      | Special Conditions of Contract for Operation & Maintenance (O&M) of Wind | Section VI<br>Clause 6.13<br>2nd & 3 <sup>rd</sup> | 79          | Payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair / replacement / modification of any   | Payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair / replacement / modification of any   |

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|        | Power Plant                                       | Para                     |             | <p>equipment or system for the entire period of 20 years so as to give 95% machine availability for 20 years. The rates shall also be inclusive of tools &amp; tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the Owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the Bid Closing Date and Time prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any amount is payable / levied to/by TRANSCO / DISCOM, etc, on account of low power factor or any other account of wind farm, <b>(except charges for reactive power within 5% of total generation)</b> the same shall be deducted from the operator's remuneration or from other due payments/Bank Guarantees.</p> <p>Subsequent to the date of submission of offer by the Contractor, if there is a change in taxes, levies, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this contract, the Company / the Contractor shall reimburse/pay the Contractor/ the Company for such additional / reduced cost actually incurred.</p> | <p>equipment or system for the entire period of 20 years so as to give 95% machine availability for 20 years. The rates shall also be inclusive of tools &amp; tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the Owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the Bid Closing Date and Time prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any amount is payable / levied to / by TRANSCO / DISCOM, etc, on account of low power factor or any other account of wind farm the same shall be deducted from the operator's remuneration or from other due payments/Bank Guarantees.</p> <p>Subsequent to the date of submission of offer by the Contractor, if there is a change in taxes, <b>regulations</b>, levies, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this contract, the Company / the Contractor shall reimburse / pay the Contractor/ the Company for such additional / reduced cost actually incurred.</p> |
| 7      | Scope of work (Erection, Testing & Commissioning) | Section –VII B Clause No | 90          | Only those sites shall be accepted where wind resource assessment (WRA) has been carried out by installing wind mast of preferably <b>50m height</b> and measurement of wind-data for at  | Only those sites shall be accepted where wind resource assessment (WRA) has been carried out by installing wind mast of minimum <b>2/3 height of WEG offered</b> and measurement of   |

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|---------------|-------------------------------|--------------------------------------|--------------------|--|--|
|               |                               | 7.4.4 (a)                            |                    | least continuous one year period as per established industry practices/MNRE/NIWE/State nodal agency guidelines. The sites should have authentic wind resource assessment data to ensure estimation of long-term energy output from the wind-farm and meeting the techno-commercial viability of the project. | wind-data for at least continuous one year period as per established industry practices/MNRE/NIWE/State nodal agency guidelines. The sites should have authentic wind resource assessment data to ensure estimation of long-term energy output from the wind-farm and meeting the techno-commercial viability of the project   |
| 8             | Instructions To Bidders (ITB) | Section III<br>Clause No 3.10, 4 (j) | 20                 | Not Available  | Arithmetical errors if any will be rectified on the following basis:<br><br>If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited |