



Addendum No. 1 to Request for Proposal

For

Operation and Maintenance

Of

Payra Thermal Power Plant (2 x 660MW)

Date : 27th February 2019
Memo No. : 458/BCPCL/Payra1320MW/2019
Deadline for Proposal Submission : 12:00 hrs on 4 April, 2019

Sl. No	Reference	Original Description	Revised Description
1.	Section 5, Clause 4.2(b), Page 40 or 181	Must have good working relationship with Dongfang and Shanghai Electric Company (major equipment OEMs of Payra Project)	Must have good working relationship the following major OEMs of Payra Project: a) Dongfang (Boiler) b) Shanghai Electric Company (Steam Turbine) c) ABB Pte. Ltd., Singapore (DCS) d) ABB High Voltage Switchgear (Xiamen) Co., Ltd. (GIS)
2.	Section 7, Clause 1.5, Page 126 or 181	If an ambiguity or discrepancy is found in the documents, the Independent Expert appointed in accordance with Sub-Clause 20.1.2 [Independent Expert] will rule as to the interpretation. This ruling will be binding, unless one of the Parties refers it to Arbitration with 30 days of the ruling being given.	In the event of any ambiguity or conflict between the Contract Documents listed above, the order of the precedence shall be the order in which the Contract Documents are listed in this Clause 1.5 above.
3.	Section 7, Clause 21.9, Page 168 or 181	<p>Upon termination of this Contract pursuant to Sub-Clause 21.6 [Termination by the Employer for Cause], the Employer shall make the following payments to the Contractor:</p> <ul style="list-style-type: none"> (a) any portion of the Remuneration payable to the Contractor for Services satisfactorily performed or Performance Target achieved prior to the Termination of the Contract and (b) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]. <p>The only payments to be made to the Contractor on termination by the Employer pursuant to Sub-Clause 21.6 [Termination by the Employer for Cause] are those set out in this Sub-Clause 21.9.</p> <p>The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract.</p>	<p>Upon termination of this Contract pursuant to Sub-Clause 21.6 [Termination by the Employer for Cause], the Employer shall make the following payments to the Contractor:</p> <ul style="list-style-type: none"> (a) any portion of the Remuneration payable to the Contractor for Services satisfactorily performed or Performance Target achieved prior to the Termination of the Contract and (b) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]. <p>Employer shall make the following deductions from the payments due to the Contractor:</p> <ul style="list-style-type: none"> (a) any debt or other monies due from the Contractor to the Employer and (b) any claim that the Employer (acting reasonably) may have against the Contractor whether for damages or otherwise. <p>The only payments to be made to the Contractor on termination by the Employer pursuant to Sub-Clause 21.6 [Termination by the Employer for Cause] are those set out in this Sub-Clause 21.9.</p> <p>The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any</p>

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			other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract.
4.	Section 7, Clause 21.10, Page 168 or 181	<p>Upon termination of this Contract pursuant to Sub-Clause 21.7 [Termination by the Contractor for Cause] the Employer shall make the following payments to the Contractor:</p> <ul style="list-style-type: none"> (a) any portion of the Remuneration payable to the Contractor for Services satisfactorily performed or Performance Target achieved prior to the Termination of the Contract; (b) the Costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment, Materials and Supplies from the Facilities and in the repatriation of the Contractor's Personnel and its Subcontractors' personnel; (c) any amounts required to be paid by the Contractor to its Subcontractors in connection with the termination of any Subcontracts, including any reasonable cancellation charges; (d) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]; (e) the reasonable Costs of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with Third Parties in connection with the Contract and that are not otherwise covered by this SubClause 21.8 [Payment on Termination by the Employer for Convenience]; and (f) a payment in compensation for lost profits under the contract, which shall be either: <ul style="list-style-type: none"> (i) the amount for Liquidated Damages on Termination for Employer Convenience specified in the Contract Data, or if no such amount is specified, (ii) the amount of profit the Contractor would be expected to lose as a result of early termination of the contract. The Contractor shall submit an estimate of this amount. The Employer shall either pay this amount or 	<p>Upon termination of this Contract pursuant to Sub-Clause 21.7 [Termination by the Contractor for Cause] the Employer shall make the following payments to the Contractor:</p> <ul style="list-style-type: none"> (a) any portion of the Remuneration payable to the Contractor for Services satisfactorily performed or Performance Target achieved prior to the Termination of the Contract; (b) the Costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment, Materials and Supplies from the Facilities and in the repatriation of the Contractor's Personnel and its Subcontractors' personnel; (c) any amounts required to be paid by the Contractor to its Subcontractors in connection with the termination of any Subcontracts, including any reasonable cancellation charges; (d) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]; (e) the reasonable Costs of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with Third Parties in connection with the Contract and that are not otherwise covered by this SubClause 21.8 [Payment on Termination by the Employer for Convenience]; and (f) a payment in compensation for lost profits under the contract, which shall be either: <ul style="list-style-type: none"> (i) the amount for Liquidated Damages on Termination for Employer Convenience specified in the Contract Data, or if no such amount is specified, (ii) the amount of profit the Contractor would be expected to lose as a result of early termination of the contract. The Contractor shall submit an estimate of this amount. The Employer shall either pay this amount or

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		<p>submit it to dispute resolution under Sub-Clause 20.1 [Dispute Resolution].</p> <p>The only payments to be made to the Contractor on termination by the Employer pursuant to Sub-Clause 21.7 [Termination by the Contractor for Cause] are those set out in this Sub-Clause 21.10. The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract.</p>	<p>submit it to dispute resolution under Sub-Clause 20.1 [Dispute Resolution].</p> <p>Employer shall make the following deductions from the payments due to the Contractor:</p> <ul style="list-style-type: none"> (a) any debt or other monies due from the Contractor to the Employer and (b) any claim that the Employer (acting reasonably) may have against the Contractor whether for damages or otherwise. <p>The only payments to be made to the Contractor on termination by the Employer pursuant to Sub-Clause 21.7 [Termination by the Contractor for Cause] are those set out in this Sub-Clause 21.10. The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract.</p>
5.	Section 7, Clause 13.8, Page 144 of 181	<p>The Employer shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contractor Remuneration (as estimated at that time) in accordance with Clause 12 [Contractor’s Remuneration]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.</p> <p>In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Services, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Independent Expert, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making</p>	DELETED

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		<p>payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in such notice of the extent to which such funds will be available.</p>	
6.	Section 7, Clause 16.2, Page 148 of 181	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <ul style="list-style-type: none"> (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Services, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents and (a) damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's performance or nonperformance of the Services and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them. <p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.</p>	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <ul style="list-style-type: none"> (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Services, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents; (b) damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's performance or nonperformance of the Services and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them and (c) Breach of laws by the Contractor. <p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.</p>

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7.	Section 6, Chapter 2, Clause 2.2.2 (h)	Performance Parameter	Minimum / Maximum Value to be Met	Incentive Payment	Liquidated Damage Payment	Performance Parameter	Minimum / Maximum Value to be Met	Incentive Payment	Liquidated Damage Payment
		Dependable Capacity	622MW (Per Year) (Minimum)	N/A	USD10,000 below the declared value	Dependable Capacity	622MW (Per Year) (Minimum)	N/A	USD10,000 below the declared value
		Net Output Energy	As per the requirement of BPDB (Per Year)	N/A	USD2,000 for 1 million kWh less than the required Net Output Energy	Net Output Energy	As per the requirement of BPDB (Per Year)	N/A	USD2,000 for 1 million kWh less than the required Net Output Energy
		Target Availability (TAn) as calculated in accordance with Schedule D, Availability Factor	85% (Per Year) (Minimum)	30% x net profit of Employer/k Wh	USD30,000 for each 0.1% reduction	Target Availability (TAn) as calculated in accordance with Schedule D, Availability Factor	85% (Per Year) (Minimum)	30% x net profit of Employer/k Wh	USD30,000 for each 0.1% reduction
		Net Plant Heat Rate (NPHR)	8,746.35kJ/k Wh (Per Year) (Maximum)	USD100 for each 1kJ/kWh decrease of Net Plant Heat Rate	USD100 for each 1kJ/kWh increase of Net Plant Heat Rate	Net Plant Heat Rate (NPHR)	8,746.35kJ/k Wh (Per Year) (Maximum)	USD100 for each 1kJ/kWh decrease of Net Plant Heat Rate	USD100 for each 1kJ/kWh increase of Net Plant Heat Rate
		Consumption of secondary fuel oil	0.005 Litre/kWh	USD100 for each ton reduce compare with the Yearly	Will be equal to the cost of Fuel Oil plus five percent (5%)	Consumption of secondary fuel oil	0.005 Litre/kWh	USD100 for each ton reduce compare with the Yearly	Will be equal to the cost of Fuel Oil plus five percent (5%)

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				design Value				design Value	
		Unscheduled Shutdowns (UNO)	4 Times per Year (Maximum)	USD10,000 if zero Unscheduled Shutdowns	a) USD10,000 for each extra Unscheduled Shutdown Plus b) Lost Generated Energy x 0.05 US Cents	Unscheduled Shutdowns (UNO)	4 Times per Year (Maximum)	USD10,000 if zero Unscheduled Shutdowns	a) USD10,000 for each extra Unscheduled Shutdown
		Number of Hours Shutdown after each Unscheduled Shutdown	6 Hours (Maximum)	N/A	USD5,000 for each extra hour	Consumption of Limestone	3 ton/h	USD100 for each 1% below the design value per year	USD100 for each 1% above the design value per year
		Consumption of Limestone	3 ton/h	USD100 for each 1% below the design value per year	USD100 for each 1% above the design value per year	The Contractor suffered serious personal injury		N/A	USD30,000.00 for each incident
		The Contractor suffered serious personal injury and above		N/A	USD30,000.00 for each incident	Major Equipment Accidents (Direct Economic Loss of USD 20,0000.00 or unit shutdown for more than 24 hours) Occurring in Contractor's operating and maintenance Responsibility		N/A	USD20,000.00 penalty for each accident

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		Major Equipment Accidents (Direct Economic Loss of USD 20,000.00 or unit shutdown for more than 24 hours) Occurring in Contractor's operating and maintenance Responsibility		N/A	USD20,000.00 penalty for each accident	General Equipment Accidents (Direct Economic Loss of USD100,000.00 or unit shutdown for more than 12 hours) Occurring in Contractor's operating and maintenance Responsibility		N/A	USD10,000.00 for each accident
		General Equipment Accidents (Direct Economic Loss of USD100,000.00 or unit shutdown for more than 12 hours) Occurring in Contractor's operating and maintenance Responsibility		N/A	USD10,000.00 for each accident	Electrostatic Precipitator Operation Rate	≥95%	N/A	USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
		Electrostatic Precipitator Operation Rate	≥95%	N/A	USD100.00 for each 1% lower than the indicator with	Dust Emission Compliance Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
						Compliance Rate of Industrial Wastewater Treatment	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap

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					USD1,000.00 cap				
		Dust Emission Compliance Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	Sewage Treatment Facilities Intact Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
		Compliance Rate of Industrial Wastewater Treatment	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	Plant Noise Level Compliance Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
		Sewage Treatment Facilities Intact Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	FGD Operation Rate	96%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
		Plant Noise Level Compliance Rate	100%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	SO2 Emission Standard Rate	96%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap
		FGD Operation Rate	96%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	Leakage of Ash Handling Operation	0		USD100.00 for each ash leakage event

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		SO2 Emission Standard Rate	96%		USD100.00 for each 1% lower than the indicator with USD1,000.00 cap	
		Leakage of Ash Handling Operation	0		USD100.00 for each ash leakage event	