

# ***NTPC Limited***

(A Government of India Enterprise)



## **VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW)**

### **BIDDING DOCUMENTS FOR WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE**

#### **SECTION - I, II, III, IV & V**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**

# ***NTPC Limited***

(A Government of India Enterprise)



## **VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW)**

### **BIDDING DOCUMENTS FOR WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE**

#### **SECTION - I, II, III, IV & V**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

**BIDDING DOCUMENTS  
FOR  
SUPPLY AND INSTALLATION  
OF  
WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE  
FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT,  
STAGE-III (2 X 500 MW)**

**BID DOCUMENT NO. : CS-2240-155C-2**

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- 6a. Performance Security Form in case of contract awarded to Joint Venture - **Not Applicable**
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- 8. Form of Completion Certificate
- 9. Form of Operational Acceptance Certificate
- 10. Form of Trust Receipt
- 11. Forms of Indemnity Bond (3 Nos.)
- 12. Form of Authorization Letter
- 13. Forms of Deed of Joint Undertaking
- 14. Form of Bank Guarantee by Associate/Collaborator
- 15. Form of Joint Venture Agreement - **Not Applicable**
- 16. Form of Bank Guarantee Verification Check List
- 17. Form of Extension of Bank Guarantee

## Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance paid to (place)
CPM	Critical Path Method
EDI	Electronic Data Interchange
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FOB	Free on Board
FOR	Free on Rail / Road
FP	Forms & Procedures
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
INCOTERMS	International Rules for Interpreting Trade Terms

Note : The terms EXW, CIF, etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, 38, Cours Albert Ler, 750008, Paris, France.

## **SECTION - I**

### **INVITATION FOR BIDS (IFB)**

**ABRIDGED INVITATION FOR BID**

**NTPC LIMITED**  
**(A Government of India Enterprise)**

**CORPORATE CONTRACTS, NOIDA**

**INVITATION FOR BIDS (IFB)**  
**FOR**  
**WAGON TIPPLERS, CONVEYING AND CRUSHING PLANT PACKAGE**  
**FOR**  
**VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)**  
**AT**  
**VINDHYANAGAR - 486885, DIST. SIDHI (MP) INDIA**  
**(International Competitive Bidding)**

**IFB No.: CS-2240-155C-2**

**Date: 20.05.2009**

NTPC invites sealed bids from eligible bidders for aforesaid package.

Bid document shall be on sale from 20.05.2009 to 19.06.2009.

Bids shall be received upto 1030 hrs. (IST) on 20.07.2009 and shall be opened on the same day at 1100 hrs. (IST).

For detailed IFB please visit at [www.ntpctender.com](http://www.ntpctender.com) or [www.ntpc.co.in](http://www.ntpc.co.in) or may contact DGM/ Dy. Manager (CS-III), NTPC Limited, 6th Floor, Engineering Office Complex, A-8A, Sector-24, NOIDA, Distt. Gautam Budh Nagar (UP), India, Pin-201301 on Telephone No. 0091-120-2410021/ 2596676/ 2596658 or at office.

**DETAILED INVITATION FOR BIDS**

**NTPC LIMITED**  
**(A Government of India Enterprise)**

**CORPORATE CONTRACTS, NOIDA**

**INVITATION FOR BIDS (IFB)**  
**FOR**  
**WAGON TIPPLER, CONVEYING AND CRUSHING PLANT PACKAGE**  
**FOR**  
**VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)**  
**AT**  
**VINDHYANAGAR - 486885, DIST. SIDHI (MP) INDIA**  
**(International Competitive Bidding)**

**IFB No.: CS-2240-155C-2**

**Date: 20.05.2009**

1.0 NTPC Limited (NTPC) invites sealed bids from eligible bidders for Supply and Installation of Wagon Tippler, Conveying and Crushing Plant Package for Vindhyachal Super Thermal Power Project, Stage-III (2x500MW) at Vindhyanagar - 486885, Dist. Sidhi (MP) India, as per the Scope of Work mentioned hereinafter.

**2.0 SCOPE OF WORK**

The brief Scope of work is as under:

The Brief scope of work of the package covers complete Belt conveying system having 1400mm wide belt conveyors of 1400TPH rated capacity along with crushers, vibrating screens, wagon tipplers, technological structures, Dust Suppression/Service water system, Civil & Structural works for wagon tippler, crusher house, transfer points, conveyor supports, conveyor galleries tunnel, wagon tippler control room, CHP main control room, MCC rooms, water storage tanks for DS/SW/DW supply system and Complete electrical including PLC based controls for monitoring of CHP operation.

3.0 NTPC intends to finance subject package through External Commercial Borrowings/ own sources.

4.0 Detailed specification, scope of work and conditions are given in the bidding documents, which are available for examination and sale at the address given below and as per the following schedule:



## DETAILED INVITATION FOR BIDS

Bidding Document No.	:	CS-2240-155C-2
Document Sale Date	:	From 20.05.2009 to 19.06.2009
& Timing	:	From 1100 hrs to 1500 hrs (IST)
Bid Receipt Date & Time	:	Upto 20.07.2009 by 1030 hrs (IST)
Bid Opening Date & Time	:	20.07.2009 at 1100 hrs (IST)
Cost of Bidding Document	:	Rs.22,500 (Rupees Twenty Two Thousand Five Hundred Only) per set for Indian Bidders and US \$ 500 (US Dollar Five Hundred Only) per set for Foreign Bidders.

- 5.0 All bids must be accompanied by Bid Security for an amount equivalent to **Indian Rs. 20,309,000 or US Dollars 399,000** in the form as stipulated in the Bidding Documents. If the Bid Price is quoted in more than one currency, the Bid Security shall be in US Dollars. **ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND RETURNED TO THE BIDDERS WITHOUT BEING OPENED".**

### 6.0 BENEFITS/ EXEMPTIONS TO SUPPLIES FOR MEGA POWER PROJECTS

Ministry of Power (Govt. of India) has certified that Vindhyachal Super Thermal Power Project Stage-III (2x500 MW) fulfills the laid down criteria for Mega Power Project. Accordingly, supplies of goods for this package shall be eligible for the benefits / exemptions as per provisions of relevant notifications of the Govt. of India.

### 7.0 QUALIFYING REQUIREMENT FOR BIDDERS

In addition to the satisfactory fulfillment of the requirements stipulated under section ITB, the following shall also apply.

- 7.1.1 a) The bidder should have designed, manufactured/ got manufactured, erected and commissioned at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) including all associated structural steel works and electrical works of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening.

Or

- b) The bidder should have designed, manufactured/ got manufactured, erected/ supervised erection and commissioned/ supervised commissioning at least one number of integrated bulk material

## DETAILED INVITATION FOR BIDS

handling plant (essentially comprising of conveying) of at least 1000 Metric tonnes per hour rated capacity or above for coal/other minerals which is in successful operation for at least one (1) year as on date of bid opening and collaborates/associates with a design agency who has designed at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening.

and

7.1.2 Bidder should have executed the following works within the preceding seven (7) years as on the date of bid opening:

- i)
  - a) Basement type structures like Track hopper, Wagon Tipplers, Tunnels etc. involving deep excavation and extensive dewatering and industrial buildings with finishing works.
  - b) Minimum 10,000 cu. m. of reinforced cement concrete work in any one (1) year in a single contract.
- ii) Minimum 1500 MT of fabrication and erection of steel structures in a period of any one (1) year in a single contract.

7.1.3 Bidder who meets the requirements of only paras 7.1.1 above can also participate provided he associates with a single firm who fully meets the requirements specified at para 7.1.2 above. In case the bidder himself meets the requirement of either civil or steel structural works as stipulated at para 7.1.2 (i) or 7.1.2 (ii) above respectively, he can associate for the balance portion (i.e. the steel structural works or civil works) with a single firm who meets the requirement of the civil works or steel structural works as mentioned at para 7.1.2 (i) or 7.1.2 (ii) above respectively.

7.1.4 In all cases where bidder collaborates / associates as per para 7.1.1(b) & 7.1.3 above, bidder shall furnish undertaking (s) jointly executed by him and his collaborator (s)/ associate (s) for successful performance of the relevant system as per NTPC format enclosed in bid documents. The deed (s) of joint undertaking (s) shall be submitted along with the bid failing which the bidder shall be disqualified and his bid shall be rejected. In case of award, collaborator/ associate for civil & steel structural works will be required to furnish an on-demand bank guarantee for 1.25% (one & quarter percent) of total contract price of package in addition to the contract performance security to be furnished by the bidder. Collaborator/ associate for bidders seeking qualification through para 7.1.1(b) for design agency will be required to furnish

## DETAILED INVITATION FOR BIDS

an on-demand bank guarantee for 0.125% (one eighth of one percent) of total contract price of package in addition to the contract performance security to be furnished by the bidder.

### NOTES for clause 7.1.2 above:

- i) If the qualifying work is completed in the seven (7) year period specified above even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.
- ii) The word "executed" means bidder or his associate should have achieved the criteria specified in the above QR even if the total contract is not completed/closed.
- iii) The one (1) year period means any continuous twelve (12) months period.

### 7.2 Financial Criteria:

7.2.1 The average annual turnover of the Bidder/its Civil & Steel Structural associates, in the preceding three (3) financial years as on the date of bid opening, shall not be less than amount specified below or in equivalent foreign currency.

- (i) INR 334 million (Indian three hundred and thirty four million only) for the Bidder
- (ii) (a) INR 353 million (Indian Rupees three hundred and fifty three million only) for Civil associate
- (b) INR 180 million (Indian Rupees one hundred and eighty million only) for Steel Structural associate.

In case the bidder who intends to meet the qualifying requirements without any Associate/ Collaborator for Civil and Steel structural works, average annual turnover of the bidder shall not be less than the sum of the turnovers specified at i) and ii) above.

Further, in case the bidder associates either for civil or steel structural works, then average annual turnover of the bidder shall not be less than the sum of turnovers of the works other than those requiring association and average annual turnover of Associate shall not be less than the turnover specified for the corresponding work for which bidder is associating.

## DETAILED INVITATION FOR BIDS

7.2.2 The Net Worth of the Bidder as on the last day of the preceding financial year shall not be less than 25% of the paid-up share capital.

7.2.3 In case the bidder is not able to furnish its audited financial statements on stand alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- (j) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

7.2.4 In case a bidder does not satisfy the financial criteria, stipulated at Cl. 7.2.1 and/ or Cl. 7.2.2 above on its own, the holding company would be required to meet the stipulated turnover requirements at Cl. 7.2.1 above, provided that the net worth of such holding company as on the last day of the preceding financial year is atleast equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

7.2.5 The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by the Bankers shall not be less than INR 409 million (Indian Rupees four hundred and nine million only) or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

7.2.6 Where another Company of the group acting as the Treasury Centre is responsible for Treasury Management of the bidder having combined credit/ guarantee limit for the whole group, the bidder would be required to provide a Banker's certificate regarding the unutilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed

## DETAILED INVITATION FOR BIDS

deposits available to such Treasury Centre. Further, Treasury Centre shall certify that out of the aforesaid limits certified by the bankers', the Bidder shall have access to the line of credit of a level not less than the specified amount at Cl. 7.2.5 above. In proof of this, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the Treasury Centre, supported by a Resolution passed by the Board of Directors of the holding company, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

- 7.2.7 In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at Cl. 7.2.5 above is not sufficient, a comfort letter from one of the bankers specified in the bid documents unequivocally stating that in case the bidder is awarded the contract, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amount to the bidder or to the Treasury Management Centre as the case may be, shall be acceptable.

### NOTES for clause no 7.2.0 above

- (i) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
  - (ii) Other income shall not be considered for arriving at annual turnover.
  - (iii) For unutilized line of credit for fund based and non-fund based limits and Turnover indicated in foreign currency, the exchange rate as on 7 days prior to the date of bid opening shall be used.
- 7.3 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / his collaborators/ associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
- 8.0 NTPC reserves the right to reject any or all bids or cancel/ withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder/ intending bidder shall have any claim arising out of such action.

## DETAILED INVITATION FOR BIDS

- 9.0 A complete set of Bid documents may be purchased by any interested bidder on submission of a written application and payment (non-refundable) of the cost of bidding documents as mentioned above in the form of a Crossed Account Payee Demand Draft in favor of NTPC Limited, New Delhi. The bidding documents can also be downloaded from <http://www.ntpctender.com> on registration and online payment (non-refundable) towards cost of bidding documents and the downloaded documents can be used for bidding purposes.

In case the registered bidders who have downloaded the bidding documents require an additional manual copy of the documents then such bidders shall be required to purchase the manual copy of the bidding documents following the procedure detailed above.

- 10.0 Prospective bidders from U.P State are compulsorily required to provide TIN number at the time of purchase of bidding documents from office of NTPC.

- 11.0 Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.

- 12.0 Address for communication:

DGM (Contract Services-III)/  
Dy. Manager (Contract Services-III),  
NTPC Limited,  
Sixth Floor, Engineering Office Complex,  
A-8A, Sector-24, NOIDA,  
Distt. Gautam Budh Nagar, (UP), INDIA  
Pin - 201301  
Fax No.: 0091-120 - 2410284 / 2410011 / 2410359  
Tel. No.: 0091-120 - 2596658 / 2596676

## **SECTION - II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

**INSTRUCTIONS TO BIDDERS (ITB)****TABLE OF CLAUSES (ITB)**

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<b>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</b>	<b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</b>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
	<p style="text-align: center;"><b>INSTRUCTIONS TO BIDDERS</b></p> <p style="text-align: center;"><b>A. Introduction</b></p> <p><b>1. Source of Funds</b></p> <p>1.1 NTPC Limited (hereinafter called 'NTPC' or 'Employer') intends to finance the package named in the Bid Data Sheet (BDS), through commercial borrowings and other sources.</p> <p>1.2 NTPC intends to make financing arrangements for the subject package by means of Buyers Credit from International Banks through the Export Credit Agencies of the Country concerned to the extent the goods and services covered in the package are imported from OECD countries. For the above purpose, the Export Credit Agencies require certain procedural formalities to be completed by the equipment supplier of their country. The bidder shall, in case of award of contract, facilitate completion of such formalities as may be required by the respective Export Credit Agency to enable NTPC to avail Buyers Credit for funding eligible goods and services covered in the package. The aforesaid option of funding is also intended to be availed by NTPC for supply of goods and services from OECD countries by the sub-vendors/sub-contractors of the Bidder. The bidder shall make similar compliance in respect of its sub-vendors/subcontractors to the extent the goods are imported from concerned OECD country.</p> <p><b>2. Eligible Plant, Equipment and Services</b></p> <p>2.1 For the purposes of these bidding documents, the word "facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the contractor under the contract. The words "plant and equipment", "installation services" etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.</p> <p>2.2 All countries and areas are the eligible source countries for goods and services to be supplied under this contract and accordingly goods and services to be supplied under this contract may have their origin in any country and area.</p> <p>2.3 For purposes of this clause, "origin" means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>2.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.</p>		
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)	PAGE 1 OF 31

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
<p>3.</p> <p>3.1</p> <p>4.</p> <p>4.1</p>	<p><b>Cost of Bidding</b></p> <p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> <p><b>B. The Bidding Documents</b></p> <p><b>Content of Bidding Documents</b></p> <p>The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:</p> <p>Section I – Invitation for Bids (IFB)</p> <p>Section II – Instructions to Bidders (ITB)</p> <p>Section III – Bid Data Sheet (BDS)</p> <p>Section IV – General Conditions of Contract (GCC)</p> <p>Section V – Special Conditions of Contract (SCC)</p> <p>Section VI – Technical Specifications (TS)</p> <p>Section VII – Forms and Procedures (FP)</p> <ol style="list-style-type: none"> <li>1. Bid Form and Price Schedules</li> <li>2. Bid Security Form - Bank Guarantee</li> <li>2a. Bid Security Form - Bank Guarantee in case of Bid from Joint Venture <b>(Not Applicable)</b></li> <li>2b. Bid Security Form - Letter of Credit</li> <li>3a. Form of Notification by the Employer to the Bidder</li> <li>3b. Form of Sight Draft</li> <li>4. Forms of Notification of Award</li> <li>5. Form of Contract Agreement</li> <li>6. Performance Security Form</li> </ol>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> WAGON TIPPLER, CONVEYING &amp;  CRUSHING PLANT PACKAGE  SECTION-II (ITB) </div> <div style="width: 45%; text-align: right;"> PAGE  2 OF 31 </div> </div>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
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VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	<div data-bbox="762 1890 1267 1980">WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</div> <div data-bbox="1267 1890 1426 1980">PAGE 3 OF 31</div>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
<p>5.2</p> <p>5.3</p> <p>6.</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>7.</p> <p>7.1</p>	<p>the Employer's response (including an explanation on the query but not identification of its source) will be sent to all prospective Bidders that have received the bidding documents.</p> <p>The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.</p> <p>The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.</p> <p><b>Amendment to Bidding Documents</b></p> <p>At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The amendment will be notified in writing or by cable to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.</p> <p>In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids.</p> <p><b>C. Preparation of Bids</b></p> <p><b>Language of Bid</b></p> <p>The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.</p>
	<div> <div>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</div> <div>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</div> <div>PAGE 4 OF 31</div> </div>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
<p>8.</p> <p>8.1</p> <p>8.2</p> <p>8.3</p>	<p><b>Documents Comprising the Bid</b></p> <p>The bid submitted by the Bidder shall comprise the following documents:</p> <p>(a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 8.3 below.</p> <p>(b) Price Schedules duly completed in all respects by the Bidder.</p> <p>(c) The bid shall also contain necessary details of the Equipment and Mandatory Spares to be imported from Associate/Collaborator by manufacturer or bidder in Attachment-18 to the Bid Form.</p> <p>Bidders shall note that, if permitted according to ITB Clause 8.3 (g) below, they are entitled to submit an alternative bid within the scope specified. In such cases, Bidders shall submit full details and justifications, etc., in Attachment 7 to the bid as indicated in ITB Sub-Clause 8.3 (g) below.</p> <p>Each Bidder shall submit with its bid the following attachments:</p> <p>(a) <b>Attachment 1 : Bid Security</b></p> <p>A bid security furnished in accordance with ITB Clause 12 in a separate sealed envelope. Bids not accompanied by the requisite bid security in a separate sealed envelope, or bids accompanied by bid security of inadequate value, shall not be entertained and in such cases, bids shall be returned to the bidders without being opened pursuant to ITB Sub-Clause 12.3.</p> <p>(b) <b>Attachment 2 : Power of Attorney</b></p> <p>A power of attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.</p> <p>(c) <b>Attachment 3 : Bidder's Qualifications</b></p> <p>In the absence of pre-qualification, documentary evidence establishing that the Bidder is qualified to perform the contract, if its bid is accepted, shall be furnished in Attachment-3 to bid.</p> <p>The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined below :</p>
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</p> <p>PAGE 5 OF 31</p>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
	<p>The Bidder shall provide satisfactory evidence that he and/or, where applicable, his collaborator/associate:</p> <ul style="list-style-type: none"> <li>(i) is a supplier, from an eligible source country, who regularly manufactures equipment of the type specified and/or undertakes the type of work specified and has adequate technical knowledge and relevant experience.</li> <li>(ii) does not anticipate a change in ownership during the proposed period of execution of work (If such a change is anticipated, the scope and effect thereof shall be defined).</li> <li>(iii) has adequate financial stability and status to meet the financial obligations pursuant to the Works covered in the Bidding Documents. (The Bidders should submit five (5) copies of their profit &amp; loss account and balance sheet for the last five (5) years).</li> <li>(iv) has adequate capability and capacity to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under this specification) of the bidder. If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organised by the Bidder for this purpose and which shall meet the Employer's approval, shall be furnished.</li> <li>(v) has an adequate field service organisation to provide the necessary field erection and management services required to successfully erect, test and commission the equipment / system as required by the Bidding Documents.</li> <li>(vi) has established quality assurance systems and organisation designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication and field installation activities.</li> <li>(vii) a company formed by the merger of two or more companies or divisions of such companies engaged in supply and installation of Coal Handling Systems can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.</li> </ul>		
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>In addition to the requirements stipulated above, the Bidder should also meet the qualifying requirements stipulated in Item No. 3.0 of Bid Data Sheets.</p> <p>Bids submitted by a Joint Venture of two or more firms as partners, if so permitted in the Bid Data Sheet, shall comply with the following requirements:</p> <ul style="list-style-type: none"> <li>i) The bid shall include all the information required for Attachment 3 as described above for each Joint Venture partner.</li> <li>ii) The bid shall be signed so as to be legally binding on all partners.</li> <li>iii) One of the partners shall be designated as leader, this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of Joint Venture Partners.</li> <li>iv) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader.</li> <li>v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.</li> <li>vi) An agreement entered into by the joint venture partners as per the format provided in the Bidding Documents shall be submitted with the bid.</li> </ul> <p>In order for joint venture to qualify, each of its partners must meet the minimum criteria listed for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.</p> <p>A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.</p> <p>In case Bidder is permitted in the Bid Data Sheets to offer to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorised by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country; and (iii) be responsible for ensuring that the manufacturer or producer of the related item meets the minimum criteria listed for that item.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>(d) <b>Attachment 4 : Eligibility and Conformity of the Facilities</b></p> <p>Documentary evidence established in accordance with ITB Clause 2 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted) are eligible and conform to the bidding documents.</p> <p>The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall include :</p> <ul style="list-style-type: none"> <li>(i) a detailed description of the essential technical and performance characteristics of the facilities;</li> <li>(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities following completion of facilities in accordance with provisions of contract; and</li> <li>(iii) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.</li> </ul> <p><b>Attachment 4A : Special Tools and Tackles</b></p> <p>The bidder shall provide the details regarding Special Maintenance Tools and Tackles. The cost of these Tools and Tackles shall be included in the Bid Price.</p> <p>(e) <b>Attachment 5 : Subcontractors Proposed by the Bidder</b></p> <p>The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Sub-Contractor comply with the requirements of ITB Clause 2 and ITB Sub-Clause 8.3 (c).</p> <p>The Employer reserves the right to delete any proposed Subcontractor from the list prior to award of contract, and after discussion between the Employer and the Contractor, Appendix 5 to the form of Contract Agreement shall be completed, listing the approved Subcontractors for each item.</p> <p>(f) <b>Attachment 6 : Deviations</b></p> <p>Deviations, if any, from the terms and conditions or Technical Specifications of Bidding Documents shall be listed ONLY in Attachment 6 to the bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the Bidders is drawn to the provisions of ITB Sub-Clause 21 regarding the rejection of Bids that are not substantially responsive to the requirements of the bidding documents.</p> <p>Bidders may further note that except for the deviations listed in Attachment 6, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents including technical specifications without any extra cost to the Employer irrespective of any mention to the contrary, any where else in the bid, failing which the bid security of the Bidder may be forfeited.</p> <p>At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw these deviations listed in Attachment-6 at the cost of withdrawal stated by him in his bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.</p> <p><b>Attachment 6A : Certificate Regarding Acceptance of Important Conditions</b></p> <p>No deviation, whatsoever, is permitted by the Employer, to the provisions of the Bidding Documents listed in ITB Sub-Clause 21.5. The Bidders are advised that while making their Bid Proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB Sub-Clause 21.5 in Attachment-6A. Attachment-6A duly signed and stamped by the bidder is to be furnished in a separate sealed envelope. Any bid not accompanied by such certificate in a separate sealed envelope shall be rejected by the Employer and returned to the Bidder without being opened.</p>	
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	<p>(g) <b>Attachment 7 : Alternative Bids</b></p> <p>Bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the Employer's design of the facilities as described in the bidding documents, and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>(h) <b>Attachment 8 : Local Representation</b></p> <p>If a foreign bidder has engaged an Indian agent, it will be required to give the following details in its bid as per the format enclosed in the Bidding Documents :</p> <p>(i) The name and address of the local agent;</p> <p>(ii) What Service the agent renders; and</p> <p>(iii) The fixed amount of remuneration for the agent included in the offer;</p> <p>The agency commission shall be indicated in the space provided for in the Price Schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of Notification of Award and shall not be subject to any escalation or any further exchange variation, whatsoever and will be payable prorata alongwith the base Contract price payments.</p> <p>(i) <b>Attachment 9 : Deemed Export Benefits</b></p> <p>Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-2 of the bid, if any shall be necessarily declared by the bidders in Attachment-9 to the bid. Bidder may further note that the relevant certificate for claiming the deemed export / custom duty benefits shall be issued on the aforesaid declaration basis only. In case no such import content is envisaged in the bid or the CIF value of import content to be declared is zero, the bidder shall indicate "<b>NIL</b>" against the CIF value of import content.</p> <p>In cases where no value is indicated by the bidder against the CIF value of import content in Attachment-9 or statement / any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the CIF value of import content in the bid shall be considered as "<b>NIL</b>" for the purpose</p>	
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	<p>of evaluation of bids and issuance of relevant certificate for claiming the deemed export / custom duty benefits. No further claim in this regard shall be entertained by the Employer.</p> <p>(ii) <b>Attachment 9A : Custom Duty Benefits for Construction Equipment</b></p> <p>Declaration regarding the Custom Duty Benefits for Import of Construction Equipment considered in the Bid.</p> <p>(j) <b>Attachment 10 : Functional Guarantees</b></p> <p>The declaration on the Guaranteed parameters as per Employer's format.</p> <p>(k) <b>Attachment 10A : Functional Guarantees for Alternative Offer (NOT APPLICABLE)</b></p> <p>The declaration on the Guaranteed Parameters for alternatives as per Employer's Format.</p> <p>(l) <b>Attachment 11 : Erection Tools and Tackles</b></p> <p>List of Erection Tools and Equipments which the bidder proposes to bring to site in case the contract is awarded to him.</p> <p>(m) <b>Attachment 12 : Technical Data Sheets</b></p> <p>Technical Data Sheets duly filled in as per the Employer's format.</p> <p>(n) <b>Attachment 13 : Bought Out Items</b></p> <p>Details of bought out items to be directly despatched by subvendor to site.</p> <p>(o) <b>Attachment 14 : Quality Assurance Programme</b></p> <p>Details regarding the overall quality management &amp; procedures which the bidder proposes, to follow during various phases of execution of the contract.</p> <p>(p) <b>Attachment 15 : Additional Information</b></p> <p>Additional Information which the bidder wishes to provide in his bid.</p> <p>(q) <b>Attachment 16 : Milestone Schedule</b></p> <p>Details regarding the timing &amp; sequence of all key activities necessary for successful completion of the facilities and giving the important milestone as per Employer's format.</p>
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	<p>(r) <b>Attachment 17 : Price Adjustment Data</b></p> <p>Details regarding Price Adjustment as per Employer's format.</p> <p>(s) <b>Attachment 18 : Equipment and Mandatory Spares to be imported from Associate/Collaborator</b></p> <p>Details of Equipment (including type test) and Mandatory Spares to be imported from Associate/Collaborator by the Manufacturer or the bidder, as per Employer's format enclosed.</p> <p>(t) <b>Attachment 19 : EFT Authorisation Form</b></p> <p>Electronic Fund Transfer Authorisation form duly filled in as per Employer's format.</p> <p>(u) <b>Attachment 20 : Form of Acceptance of Fraud Prevention Policy</b></p> <p>Form of acceptance of Fraud Prevention Policy duly filled in as per Employer's format.</p>		
9.	<b>Bid Forms and Price Schedules</b>		
9.1	The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents as indicated therein following the requirements of ITB Clauses 10 and 11.		
10.	<b>Bid Prices</b>		
10.1	Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, engineering, manufacture, including procurement and subcontracting, (if any), delivery, construction, installation, commissioning, Completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specification.		
10.2	Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation to the provisions of the bidding documents save those listed in ITB Sub-Clause 21.5, such deviations shall be listed in Attachment 6 of its bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations.		
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10.3	<p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. The Bidders shall present their prices in the following manner:</p> <p>Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule (1 to 4) shall be summarized in a Grand Summary (Schedule 5) giving the total bid price(s) to be entered in the Bid Form.</p> <table><tr><td>Schedule No. 1</td><td>Plant and Equipment including Type Tests charges and Mandatory Spare Parts supplied from Abroad</td></tr><tr><td>Schedule No. 2</td><td>Plant and Equipment including Type Tests charges and Mandatory Spare Parts to be manufactured within Employer's Country</td></tr><tr><td>Schedule No. 3</td><td>Local Transportation including port handling, port clearance, port charges, Inland transit Insurance and other local costs incidental to delivery of Plant &amp; Equipment and Mandatory Spares.</td></tr><tr><td>Schedule No. 4</td><td>Installation Services including Erection Works, insurance covers other than inland transit insurance and other services as specified in the bidding document.</td></tr><tr><td>Schedule No. 5</td><td>Grand Summary (Schedules Nos. 1 to 4)</td></tr><tr><td>Schedule No. 6</td><td>Recommended Spare Parts</td></tr><tr><td>Schedule No. 7</td><td>Taxes and Duties, applicable on ex-works (India) price component (Schedule-2) in respect of direct transactions between the bidder and the Employer, not included in bid price</td></tr><tr><td>Schedule No. 8A</td><td>Break up of type test charges quoted in Schedule-1</td></tr><tr><td>Schedule No. 8B</td><td>Break up of type test charges quoted in Schedule-2</td></tr></table> <p>Bidders shall note that the plant and equipment included in Schedule No. 1 and 2 above exclude all materials used for civil, building and other construction works, if any. All such materials shall be included and priced under Schedule No. 4 (Installation Services).</p>		Schedule No. 1	Plant and Equipment including Type Tests charges and Mandatory Spare Parts supplied from Abroad	Schedule No. 2	Plant and Equipment including Type Tests charges and Mandatory Spare Parts to be manufactured within Employer's Country	Schedule No. 3	Local Transportation including port handling, port clearance, port charges, Inland transit Insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares.	Schedule No. 4	Installation Services including Erection Works, insurance covers other than inland transit insurance and other services as specified in the bidding document.	Schedule No. 5	Grand Summary (Schedules Nos. 1 to 4)	Schedule No. 6	Recommended Spare Parts	Schedule No. 7	Taxes and Duties, applicable on ex-works (India) price component (Schedule-2) in respect of direct transactions between the bidder and the Employer, not included in bid price	Schedule No. 8A	Break up of type test charges quoted in Schedule-1	Schedule No. 8B	Break up of type test charges quoted in Schedule-2
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Schedule No. 8B	Break up of type test charges quoted in Schedule-2																			
10.4	<p>In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:</p> <p>(a) Plant and equipment including Type Test charges and mandatory spares to be supplied from abroad (Schedule No. 1) shall be quoted on CIF (Indian port-of-entry) basis. In addition, the FOB price shall also be indicated.</p>																			
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	<p>Further, Bidders seeking qualification on the basis of association / collaboration with manufacturer(s) of particular equipment(s) are required to quote the price of such equipment(s) including spares on CIF (Indian Port of Entry) basis, if the items are to be imported by the manufacturer or the Bidder. In case, such equipment and spares are not quoted by the bidder on CIF (Indian port-of-entry) basis, then Employer shall assess the CIF (Indian port-of-entry) price of such equipment and mandatory spares for the purpose of evaluation and accordance of price preference.</p> <p>(b) Plant and equipment including Type Test charges and mandatory spares manufactured or fabricated within the Employer's country (Schedule No. 2) shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities. However, Sales Tax (not the surcharge in lieu of Sales Tax), Local Tax including entry tax/octroi (if applicable) and other levies in respect of direct transactions between the Employer and the Bidder shall not be included in the Ex-works price but shall be quoted separately in Schedule No. 7. Further, taxes and other levies, if any, on type tests on equipment with respect to direct transaction shall be quoted separately in Schedule-7. The taxes and levies quoted by the bidder in Schedule-7 shall be as applicable in the Employer's country as on seven (7) days prior to the last date for submission of bids.</p> <p>(c) Local transportation, inland transit insurance, port clearance, port charges and other local costs incidental to delivery of the Plant and Equipment including mandatory spares shall be quoted in Schedule No. 3. The Employer shall be responsible and be liable only for payment of custom duty and import duties, if imposed in future, on CIF component of the Plant and Equipment including mandatory spares to be supplied from abroad. However, the Employer, as a consignee shall furnish promptly necessary clarifications and documents as may be required to be furnished by the consignee for the purpose of customs clearance.</p> <p>(d) Installation Services shall be quoted separately in Schedule No. 4 and shall include rates or prices for all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit insurance, operations and maintenance services, the provision of operations and maintenance manuals, training, training of Employer's personnel etc. and other services as identified in the bidding documents and necessary for the proper execution of the Installation Services, including all taxes, duties, levies and charges payable in the Employer's country as of seven (7) days prior to the deadline for submission of bids.</p>	
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	<p>(e) Recommended spare parts shall be quoted separately in Schedule 6 on CIF/EXW basis in accordance with either subparagraph (a) or (b) above. Local transportation charges including inland transit insurance and port charges etc. for recommended spares shall also be quoted in Schedule-6.</p>		
10.5	<p>The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.</p>		
10.6	<p><b>Benefits/Exemptions to Supplies for Mega Power Project</b></p>		
10.6.1	<p>Inviting Bids for the package named in the Bid Data Sheets on International Competitive Bidding (ICB) basis has been approved by Ministry of Power, Govt. of India. Further, Ministry of Power (Govt. of India) has certified that Vindhyachal Super Power Project, Stage-III (2x500MW), fulfills the laid down criteria for Mega Power Project. As such, the domestically manufactured goods supplied for this package are eligible for deemed export benefits as per the Foreign Trade Policy of Govt. of India. The goods imported for this package are eligible for exemption from customs duty as per the relevant Notifications of Govt. of India, as applicable for Mega Power Project. Further, Govt. of India has advised the Indian State Governments to exempt supplies made to Mega Power Projects from sales tax and local levies. However, in case, the State Governments do not provide the exemptions, then the Employer shall bear and pay/reimburse applicable Sales Tax and Local levies as per provisions of GCC Clause 14.</p>		
10.6.2	<p>Bidders may like to ascertain availability of deemed export benefits for import of goods and Customs Duty benefits available for import of Construction Equipment, if any, as per the extant Foreign Trade Policy and Customs Acts &amp; Notifications of Govt. of India respectively. The bidders shall be solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits, the Employers will not compensate the Bidders. The Bidder shall furnish alongwith their bid, declarations to this effect in Attachment-9 and Attachment-9A as per the format enclosed in the Bidding documents. Bids which do not conform to these provisions will be treated as non responsive and rejected.</p>		
10.6.3	<p>Where the Bidder has quoted taking into account the deemed export benefits/ Customs Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer in terms of the Foreign Trade Policy / Customs Acts &amp; Notifications of Govt. of India along with his bid in Attachment-9A The relevant Certificate will be issued on this basis only and no subsequent change will be permitted. The Bidders shall be solely responsible for obtaining deemed export benefits / Customs Duty benefits available for import of Construction Equipment from the Govt. of India. In case of failure of the bidders to receive the benefits partly or fully from Govt. of India or in case of any delay in respect of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.</p>		
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>		<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</p>	<p>PAGE 15 OF 31</p>



Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
10.7.	<p><b>Price Basis</b></p> <p>Prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in Appendix 2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders must indicate the name, source, origin of labour and material indices along with their base values in Attachment-17 to his bid.</p>	
11.	<p><b>Bid Currencies</b></p>	
11.1	<p>Prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none"> <li>(a) Plant and equipment including Type Test charges and mandatory spares covered under ITB Sub-Clause 10.4 (a) and 10.4 (b), and recommended spare parts covered under ITB Sub-Clause 10.4 (e) shall be quoted in any currency. Domestic Bidders while quoting in foreign currency must comply with the requirement as laid down by Govt. of India from time to time.</li> <li>(b) Local transportation, Inland transit insurance and other local costs incidental to delivery of the plant and equipment covered under ITB Sub-Clause 10.4 (c) and installation services covered under ITB Sub-Clause 10.4 (d) shall be quoted in local currency. However, foreign component, if any, of Installation Services may be quoted in foreign currency.</li> <li>(c) Local transportation, inland transit insurance and other local costs incidental to delivery of recommended spares covered under ITB Sub-Clause 10.4 (e) shall be quoted in local currency.</li> <li>(d) If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use not more than three foreign currencies.</li> </ul>	
12.	<p><b>Bid Security</b></p>	
12.1	<p>The bidder shall furnish, as part of its bid, a bid security in a separate sealed envelope in the amount and currency as stipulated in the Bid Data Sheet.</p>	
12.2	<p>The bid security shall, at the Bidder's option, be in the form of a Banker's cheque, irrevocable letter of credit or a bank guarantee. In case of domestic bidders, the Bank Guarantee shall be from a Bank as specified in the Bid Data Sheets. In case of foreign bidders, the Bank Guarantee can be from any other bank also in addition to the banks specified in Bid Data Sheet and if the Bank Guarantee is from a Bank not specified in the Bid Data Sheet, then the Bank Guarantee shall be confirmed by any such Bank as specified in the Bid Data Sheet. The format of the bank guarantee or letter of credit shall be in accordance with the form of bid security included in the bidding documents.</p>	
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>		<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>Bid security shall remain valid for a period of forty five (45) days beyond the original bid validity period and beyond any extension of bid validity subsequently requested under ITB Sub-Clause 13.2.</p>
12.3	<p>Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.</p>
12.4	<p>The bid security shall be furnished in a separate sealed envelope. Any bid not accompanied by an acceptable bid security, in a separate sealed envelope, shall be rejected by the Employer as being nonresponsive and returned to the Bidder without being opened.</p>
12.5	<p>The bid securities of all the unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.</p>
12.6	<p>The bid security of the successful bidder to whom the contract is awarded will be returned when the said bidder has signed the Contract Agreement, pursuant to ITB Clause 31, and has furnished the required performance security, pursuant to ITB Clause 32.</p>
12.7	<p>The bid security may be forfeited :</p> <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws or varies its bid during the period of bid validity</li> <li>(b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 21.2;</li> <li>(c) if the Bidder does not withdraw any deviation listed in Attachment-6 at the cost of withdrawal indicated by him;</li> <li>(d) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation not listed in Attachment 6 but found elsewhere in the bid; or</li> <li>(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit <ul style="list-style-type: none"> <li>(i) to sign the Contract Agreement, in accordance with ITB Clause 31, and/or</li> <li>(ii) to furnish the required Contract performance Guarantee/Security deposit, in accordance with ITB Clause 32.</li> </ul> </li> </ul>
13.	<p><b>Period of Validity of Bid</b></p>
13.1	<p>Bids shall remain valid for a period of 180 days after the closing date prescribed by the Employer for the receipt of bids, pursuant to ITB Clause 16. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> WAGON TIPPLER, CONVEYING &amp;  CRUSHING PLANT PACKAGE  SECTION-II (ITB) </div> <div style="width: 35%; text-align: right;"> PAGE  17 OF 31 </div> </div>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
13.1.1	The bidder is required to keep the prices of recommended spares covered under Price Schedule No.6 valid for a period of six (6) months after placement of Notification of Award for main equipment and mandatory spares.
13.2	In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
14.	<b>Format and Signing of Bid</b>
14.1	The Bidder shall prepare an original and five (5) copies/sets of the bid clearly marking each one as " <b>Original Bid,</b> " " <b>Copy NO. 1,</b> " " <b>Copy NO. 2,</b> " <b>ETC.,</b> as appropriate. In the event of any discrepancy between them, the original shall govern.
14.2	The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 8.1 shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 8.3 (b). All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
14.3	Any interlineation, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.
14.4	The Bidder shall furnish information as described in the relevant paragraph of the Bid Form on commission or gratuities, if any, paid or to be paid to agents relating to this Bid, and/or to contract execution if the Bidder is awarded the contract.
<b>D. Submission of Bids</b>	
15.	<b>Sealing and Marking of Bids</b>
15.1	The Bidder shall seal the original and each copy of the Bid in separate envelopes duly marking the envelopes as "ORIGINAL BID" and "COPY NO. : (number)". The bid security furnished in accordance with ITB Clause 12 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1 : BID SECURITY". The "Certificate regarding Acceptance of Important Conditions" as per ATTACHMENT - 6A duly signed and stamped by the Bidder, shall also be sealed in a separate envelope entitled "ATTACHMENT-6A : CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS". The envelopes shall then be sealed in an outer envelope.
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
15.2	<p>The inner and outer envelopes shall :</p> <p>(a) be addressed to the Employer at the address given in the Bid Data Sheet, and</p> <p>(b) bear the package name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet, pursuant to ITB Sub-Clause 16.1.</p>	
15.3	<p>The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late," or is received without the requisite Bid Security and/or Certificate regarding Acceptance of Important Conditions, by the Employer.</p>	
15.4	<p>If the outer envelope is not sealed and marked as required by ITB Sub-Clause 15.2 above, the Employer will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.</p>	
16.	<p><b>Deadline for Submission of Bids</b></p>	
16.1	<p>Bids must be received by the Employer at the address specified under ITB Sub-Clause 15.2 no later than the time and date stated in the Bid Data Sheet. In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.</p>	
16.2	<p>The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 6.3, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>	
17.	<p><b>Late Bids</b></p>	
17.1	<p>Any bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 16, will be rejected and returned unopened to the Bidder.</p>	
18.	<p><b>Modification and Withdrawal of Bids</b></p>	
18.1	<p>The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for bid submission.</p>	
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>		<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
18.2	<p>The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:</p> <p>(a) The Bidders shall provide an original and five (5) copies of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "<b>Bid Modifications-Original</b>" and "<b>Bid Modifications-Copies</b>." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "<b>Bid Modifications</b>."</p> <p>(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 15.2, 15.3 and 15.4.</p>
18.3	<p>A Bidder wishing to withdraw its bid shall notify the Employer in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by cable, but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. The notice of withdrawal shall</p> <p>(a) be addressed to the Employer at the address named in the Bid Data Sheet, and</p> <p>(b) bear the package name, the IFB number, and the words "<b>BID WITHDRAWAL NOTICE</b>." Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.</p>
18.4	<p>No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 12.6.</p>
<b>E. Bid Opening and Evaluation</b>	
19.	<b>Opening of Bids by Employer</b>
19.1	<p>The Employer will open all bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet. Bidders' representatives shall sign a register as proof of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.</p>
19.2	<p>Bidders' names, Bid modifications or withdrawals, Bid prices, discounts, the presence of any alternative bid, the presence or absence of requisite bid security and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. Late bids pursuant to ITB clause 17, and/or bids not accompanied by the "Certificate regarding Acceptance of Important Conditions" as per Attachment-6A in a separate sealed envelope pursuant to ITB Sub-Clause 8.3 (f), and/or Bids not accompanied by</p>
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	requisite bid security in a separate sealed envelope pursuant to ITB Clause 12, will be rejected and returned unopened to the Bidder.			
19.3	Bids (and modifications sent pursuant to ITB Sub-Clause 18.2) that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.			
19.4	The Employer will prepare minutes of the bid opening.			
20.	<b>Clarification of Bids</b>			
20.1	During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.			
21.	<b>Preliminary Examination of Bids</b>			
21.1	The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.			
21.2	Arithmetical errors will be rectified on the following basis. 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, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause 12.6 (b).			
21.3	The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder. as a result of the technical and commercial evaluation, pursuant to ITB Clauses 23, and 24.			
21.4	Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.			
<table><tr><td>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</td><td>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</td><td>PAGE 21 OF 31</td></tr></table>		VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)	PAGE 21 OF 31
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
21.5	<p>No deviation, whatsoever, is permitted by the Employer to the provisions relating to the following clauses (Important Conditions) :</p> <ul style="list-style-type: none"> <li>(a) Governing laws (Clause 5 of GCC, Section IV).</li> <li>(b) Settlement of Disputes (Clause 6 of GCC, Section IV).</li> <li>(c) Terms of Payment (Clause 12 of GCC, Section IV).</li> <li>(d) Performance Security (Clause 13.3 of GCC, Section IV).</li> <li>(e) Security for Deed of Joint Undertaking (Clause 13.4 of GCC, Section IV).</li> <li>(f) Taxes and Duties (Clause 14 GCC, Section IV).</li> <li>(g) Completion Time Guarantee (Clause 26 of GCC, Section IV).</li> <li>(h) Defect Liability (Clause 27 of GCC, Section IV).</li> <li>(i) Functional Guarantee (Clause 28 of GCC, Section IV).</li> <li>(j) Patent Indemnity (Clause 29 of GCC, Section IV).</li> <li>(k) Limitation of Liability (Clause 30 of GCC, Section IV).</li> <li>(l) Price Adjustment (Appendix-2 to Form of Contract Agreement, Section VII).</li> </ul> <p>Bidders are required to furnish a certificate as per Attachment-6A, indicating their compliance to the provisions of the above Clauses in a separate sealed envelope. In case the certificate as per Attachment-6A duly signed and stamped by the bidder, is not furnished along with the Bid in a separate sealed envelope, the bid shall be rejected and returned to the Bidder without being opened.</p>
21.6	<p>The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
22.	<p><b>Conversion to Single Currency</b></p>
22.1	<p>To facilitate evaluation and comparison, the Employer will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to a single currency. The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, is specified in the Bid Data Sheet.</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
<p>23.</p> <p>23.1</p>	<p><b>Technical Evaluation</b></p> <p>The Employer will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:</p> <ul style="list-style-type: none"> <li>(a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</li> <li>(b) achievement of specified performance criteria by the facilities</li> <li>(c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services</li> <li>(d) any other relevant factors, if any, listed in the Bid Data Sheet, or that the Employer deems necessary or prudent to take into consideration.</li> </ul>	
<p>24.</p> <p>24.1</p> <p>24.2</p>	<p><b>Commercial Evaluation</b></p> <p>The comparison shall be of the EXW price of domestically manufactured plant and equipment including Type Test charges and mandatory spares (within the Employer's country), such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the plant and equipment including mandatory spares plus the CIF (Indian port-of-entry) price of the plant and equipment including Type Test charges and mandatory spares offered from outside the Employer's country, plus the cost of local transportation, insurance covers, installation and other services required under the contract. The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 24.3. However, the Price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation of Bids.</p> <p>The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos.1 through 4 (with summary in Schedule No.5) alongwith the corrections pursuant to ITB Sub-clause 21.2, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 24.3 and in the Technical Specifications:</p> <ul style="list-style-type: none"> <li>(a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in Attachment 6 to the Bid.</li> </ul>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
24.3	<p>(b) compliance with the time schedule called for in Appendix 4 to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid.</p> <p>(c) the functional guarantees of the facilities offered.</p> <p>(d) the extra cost of work, services, facilities etc., required to be provided by the Employer or third parties.</p> <p>(e) Price Preference, pursuant to ITB Sub-Clause 25.1.</p> <p>Pursuant to ITB Sub-Clause 24.2, the following evaluation methods will be followed:</p> <p>(a) <b>Technical and Commercial Deviations</b></p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 6 to the bid will be used if necessary. If such a price is not given in Attachment-6, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.</p> <p>(b) <b>Time schedule (program of performance)</b></p> <p>The plant and equipment covered by this bidding document are required to be shipped and installed, and the facilities are to be completed within the period named in the Bid Data Sheet after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in Appendix 4 to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet. No credit will be given for earlier completion.</p> <p>(c) <b>Functional Guarantees of the facilities</b></p> <p>(i) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.</p> <p>(ii) For the purposes of evaluation, the adjustment specified in the Bid Data Sheet will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Bid Data Sheet.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)													
	<p>The Adjustment Factors shall be converted to such currency as specified in Bid Data Sheet.</p>													
	<p>(d) <b>Work, services, facilities etc., to be provided by the Employer</b></p> <p>Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.</p>													
	<p>(e) <b>Price Preference</b></p> <p>Price preference shall be granted pursuant to ITB clause 25.1.</p>													
24.4	<p>Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by Bidders shall remain unaltered.</p>													
24.5	<p>The method of evaluation is illustrated below :</p> <p style="text-align: center;"><b>Illustrative Method of Evaluation</b></p> <table><thead><tr><th></th><th style="text-align: right;">Any Bidder (Equivalent INR) -----</th></tr></thead><tbody><tr><td>1. Quoted Bid Price without taxes &amp; duties (after considering arithmetical errors)</td><td></td></tr><tr><td>(i) CIF price including Type Test charges + inland transportation including inland transit insurance for equipment and mandatory spares</td><td style="text-align: right;">N1</td></tr><tr><td>(ii) Ex-works price including Type Test charges + inland transportation including inland transit insurance for equipment and mandatory spares</td><td style="text-align: right;">N2</td></tr><tr><td>(iii) Price for Installation Services</td><td style="text-align: right;">N3</td></tr><tr><td>(iv) Total Price</td><td style="text-align: right;">N (N1+N2+N3)</td></tr></tbody></table>			Any Bidder (Equivalent INR) -----	1. Quoted Bid Price without taxes & duties (after considering arithmetical errors)		(i) CIF price including Type Test charges + inland transportation including inland transit insurance for equipment and mandatory spares	N1	(ii) Ex-works price including Type Test charges + inland transportation including inland transit insurance for equipment and mandatory spares	N2	(iii) Price for Installation Services	N3	(iv) Total Price	N (N1+N2+N3)
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<table><tr><td>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</td><td>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</td><td>PAGE 25 OF 31</td></tr></table>			VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)	PAGE 25 OF 31									
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)	PAGE 25 OF 31												

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<div>2. Cost compensations</div> <div>- Technical R</div> <div>3. Cost compensations</div> <div>- Commercial T</div> <div>4. Deficiency in mandatory spares (if any) V</div> <div>5. Adjustments for Functional Guarantees X</div> <div>6. Additional work of Employer Z1</div> <div>7. Price Preference (15% of LF component contained in the Bid) 0.15XLF=PP</div> <div>Where LF=CIF price quoted in Schedule-1 plus CIF value of import content of Ex-works Price quoted in Schedule-2. The CIF value of import content of ex-works price quoted in Schedule-2, shall be the value of import content as declared by Bidder in Attachment-9 to bid in respect of plant and equipment including mandatory spares to be manufactured or fabricated within the Employer's country and quoted on Ex-works (India) basis.</div> <div>8. Evaluated Bid Price EP1 (N+R+T+V+X+Z1+PP)</div> <div>Note : Aforesaid method of evaluation shall be equally applicable for all bidders.</div>	
25.	<b>Price Preference</b>	
25.1	<p>For granting price preference, the bid price of all bidders shall be increased by fifteen percent (15%) of the CIF component contained in the bid.</p> <p>Bidders seeking qualification on the basis of collaboration with manufacturer(s) of particular equipment (s) are required to quote the price of such equipment(s) including spares on CIF (Indian port-of-entry) basis, if the items are to be imported by the manufacturer or the bidder. In case, such equipment and spares are not quoted by the bidder on CIF basis, then Employer shall assess the CIF (Indian port-of-entry) price of such equipment and mandatory spares for the purpose of evaluation and the total bid price will be increased by 15% of such assessed CIF price also for the purpose of granting price preference.</p>	
26.	<b>Contacting the Employer</b>	
26.1	<p>Subject to ITB Clause 20, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.</p>	
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		PAGE 26 OF 31
WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)		

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
26.2	<p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
	<p style="text-align: center;"><b>F. Award of Contract</b></p>
27.	<p><b>Post-Qualification</b></p>
27.1	<p>In the absence of pre-qualification, the Employer will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in ITB Sub-Clause 8.3 (c) and Item no. 4.0 of Bid Data Sheet.</p>
27.2	<p>The determination will take into account the Bidder's financial, technical and production capabilities, in particular its contract, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate.</p>
27.3	<p>An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Employer will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
27.4	<p>The capabilities of the vendors and subcontractors proposed in Attachment 5 to the bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.</p>
28.	<p><b>Award Criteria</b></p>
28.1	<p>Subject to ITB Clause 29, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>
28.2	<p>Except for the deviations listed in Attachment-6 to the bid, the Bidder would be required to comply with all the requirements of Bidding Documents without any extra cost to Employer failing which his bid security will be forfeited. Further, the Employer may request the Bidder to withdraw any or all of the deviations listed in Attachment 6 to the winning bid, at the price shown for the deviation in Attachment 6 to the bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.</p>
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<p style="text-align: center;">WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</p>

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
28.3	<p>The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.</p>		
28.4	<p>The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 3.6 and briefly indicated below:</p> <p>In the case of successful Domestic Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> <li>(i) First Contract : For CIF (Indian port of entry)/CIP supply of plant and equipment including type tests and mandatory spares to be supplied from abroad.</li> <li>(ii) Second Contract : For Ex-works (India) supply of domestically manufactured plant and equipment including type tests and mandatory spares.</li> <li>(iii) Third Contract : For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipments supplied under the 'First Contract' &amp; the 'Second Contract' and all other services as specified in the Contract Documents.</li> </ul> <p>All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> <p>In the case of successful Foreign Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> <li>(i) First Contract : For CIF (Indian port-of-entry)/CIP supply of plant and equipment including type tests and mandatory spares to be supplied from abroad.</li> <li>(ii) Second Contract : For Ex-works (India) supply of domestically manufactured plant and equipment including type tests and mandatory spares.</li> <li>(iii) Third Contract : For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipments supplied under the First Contract &amp; the Second Contract and all other services as specified in the Contract Documents.</li> </ul>		
<b>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</b> </td> <td style="width: 50%; text-align: center;"> <b>PAGE 28 OF 31</b> </td> </tr> </table>	<b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</b>	<b>PAGE 28 OF 31</b>
<b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-II (ITB)</b>	<b>PAGE 28 OF 31</b>		

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
<p>29.</p> <p>29.1</p>	<p>All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> <p>The foreign bidder, however, has the option, to be exercised as a part of its bid proposal, to propose an Assignee in its bid to execute the Second Contract and/or the Third Contract. For the scope of work envisaged by the foreign bidder, in its bid, to be executed by Assignee, the Assignee should have relevant/required capacity and experience of executing similar job. The bidder shall substantiate with relevant/required documents in the bid to establish capacity and experience of the Assignee.</p> <p>If the foreign bidder has proposed an Assignee in its bid to execute the Second Contract and/or the Third Contract and has also furnished written unequivocal consent of the proposed Assignee to work as an independent Contractor on the terms and conditions offered by the bidder and if the Employer is satisfied with the capacity and experience of the Assignee proposed in the bid, the Employer will enter into the 'Second Contract' and/or the 'Third Contract' with the Assignee. However, if the Employer in its judgement does not find acceptance of the Assignee proposed in the bid as its Contractor, then on the request of the Employer, the bidder shall have option to propose an alternate Assignee on the same terms and conditions and cost as offered in its bid. It is expressly understood and agreed that in case the option is not exercised by the Bidder or if the Assignee fails to enter into Contract(s) with the Employer or if the Employer in its judgement does not find acceptance of the Assignee as its Contractor, then the foreign bidder shall be obliged to enter into and execute all the three Contracts with the Employer covering the entire scope of work envisaged in the bidding documents on the same terms and conditions and cost as offered in its bid.</p> <p>However, for the above purpose, only one Assignee shall be permitted for both Second Contract and/or Third Contract.</p> <p>It is our understanding that as per extant provisions, Indian Income Tax is not payable on sale of goods if the Contract is on Principal-to-Principal basis and the title of goods passes to Employer outside India as in the proposed First Contract in case of foreign Contractor. The Bidders are however advised to check the position from their own sources.</p> <p><b>Employer's Right to Accept Any Bid and to Reject Any or All Bids</b></p> <p>The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.</p>		
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)		PAGE 29 OF 31

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
30.	<b>Notification of Award</b>		
30.1	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by telefax, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract.		
30.2	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Sub-Clause 12.4.		
31.	<b>Signing the Contract Agreement</b>		
31.1	At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.		
31.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder/Assignee of foreign bidder (if applicable) shall sign and date the Contract Agreement and return it to the Employer.		
32.	<b>Performance Security</b>		
32.1	Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance securities for ten percent (10%) of the Contract Price for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents.		
32.2	In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) towards faithful performance of the Joint Deed(s) of Undertaking for amount(s) specified in Bid Data Sheets shall be furnished within twenty eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.		
32.3	In case of a successful foreign bidder, if the Employer accepts to enter into the Second Contract and / or Third Contract with the Assignee, pursuant to ITB Sub-Clause 28.4 above, then, within twenty eight (28) days after Notification of Award, assignee shall furnish additional performance security(ies) for ten percent (10%) of the value of the Contract(s) entered into with the Assignee and in the form provided in the Section "Forms and Procedures" of the bidding documents.		
32.4	Failure of the successful Bidder to comply with the requirements of ITB Clause 31 or Clause 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated bidder or call for new bids.		
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-II (ITB)	PAGE 30 OF 31



Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
33.	<b>Adjudicator</b>
33.1	<p>Adjudicator under the contract shall be appointed by the Appointing Authority as mentioned in the Bid Data Sheets.</p> <p>The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the contract. These costs shall be divided equally between the Employer and the Contractor.</p>
34.	<b>Corrupt or Fraudulent Practices</b>
34.1	<p>The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows :</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Employer.</p>
34.2	Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 42.2 of the General Conditions of Contract".
35.	<p><b>Fraud Prevention Policy</b></p> <p>The Bidder along with its associate/collaborator/subcontractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of NTPC displayed on its tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in Attachment-20 to bid form, as per format enclosed with the bidding documents.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	
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**SECTION - III**

**BID DATA SHEET**

**BID DATA SHEETS (BDS)****TABLE OF CLAUSES (BDS)**

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### SECTION - III

#### BID DATA SHEET (BDS)

#### WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)

The following bid specific data for the Plant & Equipment to be procured, shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Invitation for Bids (IFB) No. : CS-2240-155C-2

BDS Item No.	ITB Clause Ref., if any	Data
1.	ITB 1.1	<p><b>A. INTRODUCTION</b></p> <p>Name of the Package : Wagon Tippler, Conveying &amp; Crushing Plant Package</p>
2. (a)	ITB 5.1	<p><b>B. THE BIDDING DOCUMENTS</b></p> <p>Address of Employer : DGM (CS-III) / Dy. Mgr. (CS-III) NTPC Limited, 6th Floor, Engg. Office Complex, Plot A-8A, Sector 24, Noida-201 301 State of U.P. India</p> <p>Telephone No. 0091-120-2596658 / 2596676</p> <p>Fax No. 0091-120-2410359/ 2410284/ 2410011</p> <p>Add a new sub clause as follows :</p>
2.(b)	ITB 5.4	<p><b>"Pre-Bid Conference</b></p> <p>The Bidder or his authorised representative is invited to attend pre-bid conference which will take place at the following address:</p> <p style="text-align: center;">..... (Place of Pre-Bid Conference to be informed separately)</p> <p>The pre-bid conference shall be arranged on ..... onwards. (Date &amp; Time, to be informed separately)</p> <p>The purpose of the conference will be to clarify any issue regarding the Bidding Documents.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		<div style="display: flex; justify-content: space-between;"> <div>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-III (BDS)</div> <div>PAGE 1 OF 12</div> </div>

BDS Item No.	ITB Clause Ref., if any	Data
<p>3.0</p> <p>3.1.0</p> <p>3.1.1</p>	<p>ITB 8.3 (c)</p>	<p>The Bidder is requested to submit questions in writing or by fax to reach the Employer at the address indicated above, not later than fifteen (15) days before the pre-bid conference.</p> <p>Record notes of the pre-bid conference including the Employer's responses to the queries raised by the bidders in writing shall be transmitted to all the prospective bidders who have purchased the bidding documents. Further, any modifications of the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the bidding documents and not through the record notes of the pre-bid conference.</p> <p>Non-attendance at the pre-bid conference will not be a case for disqualification of a bidder.</p> <p>After pre-bid conference, bidders may seek further clarifications, if necessary, provided such clarifications are sought not later than 28 days prior to last date of submission of bids."</p> <p><b>C. PREPARATION OF BIDS</b></p> <p><b>Qualification Requirements for Bidders (QR)</b></p> <p>In addition to the satisfactory fulfillment of the Requirements stipulated under Section-ITB (Instruction to Bidders), the following shall also apply.</p> <p>a) The bidder should have designed, manufactured/ got manufactured, erected and commissioned at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) including all associated structural steel works and electrical works of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening.</p> <p style="text-align: center;"><b>or</b></p> <p>b) The bidder should have designed, manufactured/ got manufactured, erected/ supervised erection and commissioned/ supervised commissioning at least one number of integrated bulk material handling plant (essentially comprising of conveying) of at least 1000 Metric tonnes per hour rated capacity or above for coal/other minerals which is in successful operation for at least one (1) year as on date of bid opening and collaborates/associ-</p>
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>		<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-III (BDS)</p> <p>PAGE 2 OF 12</p>

BDS Item No.	ITB Clause Ref., if any	Data
3.1.2		<p>ates with a design agency who has designed at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening.</p> <p style="text-align: center;"><b>and</b></p> <p>Bidder should have executed the following works within the preceding seven (7) years as on the date of bid opening:</p> <ul style="list-style-type: none"> <li>i) a) Basement type structures like Track hoppers, Wagon Tippler, Tunnels etc. involving deep excavation and extensive dewatering and industrial buildings with finishing works.</li> <li>b) Minimum 10,000 cu.m. of reinforced cement concrete work in any one (1) year in a single contract.</li> <li>ii) Minimum 1500 MT of fabrication and erection of steel structures in a period of any one (1) year in a single contract.</li> </ul>
3.1.3		<p>Bidder who meets the requirements of only paras 3.1.1 above can also participate provided he associates with a single firm who fully meets the requirements specified at para 3.1.2 above. In case the bidder himself meets the requirement of either civil or steel structural works as stipulated at para 3.1.2 (i) or 3.1.2 (ii) above respectively, he can associate for the balance portion (i.e. the steel structural works or civil works) with a single firm who meets the requirement of the civil works or steel structural works as mentioned at para 3.1.2(i) or 3.1.2(ii) above respectively.</p>
3.1.4		<p>In all cases where bidder collaborates / associates as per para 3.1.1(b) and 3.1.3 above, bidder shall furnish undertaking(s) jointly executed by him and his collaborator(s)/associate(s) for successful performance of the relevant system as per NTPC format enclosed in bid documents. The deed(s) of joint undertaking(s) shall be submitted along with the bid failing which the bidder shall be disqualified and his bid shall be rejected. In case of award, collaborator/ associate for civil &amp; steel structural works will be required to furnish an on-demand bank guarantee for 1.25% (one &amp; quarter percent) of total contract price of</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-III (BDS)
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BDS Item No.	ITB Clause Ref., if any	Data
<p><b>3.2.0</b></p> <p>3.2.1</p>		<p>package in addition to the contract performance security to be furnished by the bidder. Collaborator/associate for bidders seeking qualification through para 3.1.1(b) for design agency will be required to furnish an on-demand bank guarantee for 0.125% (one eighth of one percent) of total contract price of package in addition to the contract performance security to be furnished by the bidder.</p> <p><b>NOTES for clause 3.1.2 above:</b></p> <p>i) If the qualifying work is completed in the seven (7) year period specified above even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.</p> <p>ii) The word “executed” means bidder or his sub-contractor should have achieved the criteria specified in the above QR even if the total contract is not completed/closed.</p> <p>iii) The one (1) year period means any continuous twelve (12) months period.</p> <p><b>Financial Criteria:</b></p> <p>The average annual turnover of the Bidder/its Civil &amp; Steel Structural associates, in the preceding three (3) financial years as on the date of bid opening, shall not be less than amount specified below or in equivalent foreign currency.</p> <p><b>i) INR 334 million</b> (Indian Rupees Three hundred Thirty Four million only) for the Bidder</p> <p><b>ii) a) INR 353 million</b> (Indian Rupees Three hundred Fifty Three million only) for Civil associate</p> <p><b>b) INR 180 million</b> (Indian Rupees One hundred Eighty million only) for Steel Structural associate.</p> <p>In case the bidder who intends to meet the qualifying requirements without any Associate/ Collaborator for Civil and Steel structural works, average annual turnover of the bidder shall not be less than the sum of the turnovers specified at i) and ii) above.</p>
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-III (BDS)</p>	<p>PAGE 4 OF 12</p>

BDS Item No.	ITB Clause Ref., if any	Data
3.2.2		<p>Further, in case the bidder associates either for civil or steel structural works, then average annual turnover of the bidder shall not be less than the sum of turnovers of the works other than those requiring association and average annual turnover of Associate shall not be less than the turnover specified for the corresponding work for which bidder is associating.</p> <p>The Net Worth of the Bidder as on the last day of the preceding financial year shall not be less than 25% of the paid-up share capital.</p>
3.2.3		<p>In case the bidder is not able to furnish its audited financial statements on stand alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:</p> <ul style="list-style-type: none"> <li>(i) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.</li> <li>(ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.</li> </ul> <p>In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.</p>
3.2.4		<p>In case a bidder does not satisfy the financial criteria, stipulated at Cl. 3.2.1 and/ or Cl.3.2.2 above on its own, the holding company would be required to meet the stipulated turnover requirements at Cl.3.2.1 above, provided that the net worth of such holding company as on the last day of the preceding financial year is atleast equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-III (BDS)
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BDS Item No.	ITB Clause Ref., if any	Data
3.2.5		<p>The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by the Bankers shall not be less than <b>INR 409 million</b> (Indian Rupees Four hundred Nine million only) or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.</p>
3.2.6		<p>Where another Company of the group acting as the Treasury Centre is responsible for Treasury Management of the bidder having combined credit/guarantee limit for the whole group, the bidder would be required to provide a Banker's certificate regarding the unutilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed deposits available to such Treasury Centre. Further, Treasury Centre shall certify that out of the aforesaid limits certified by the bankers', the Bidder shall have access to the line of credit of a level not less than the specified amount at Cl.3.2.5 above. In proof of this, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the Treasury Centre, supported by a Resolution passed by the Board of Directors of the holding company, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.</p>
3.2.7		<p>In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at Cl.3.2.5 above is not sufficient, a comfort letter from one of the bankers specified in the bid documents unequivocally stating that in case the bidder is awarded the contract, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amount to the bidder or to the Treasury Management Centre as the case may be, shall be acceptable.</p>
<p><b>NOTES for clause no 3.2.0 above</b></p>		
<p>(i) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.</p>		
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-III (BDS)</p>	<p>PAGE 6 OF 12</p>



BDS Item No.	ITB Clause Ref., if any	Data
3.3.0		<p>(ii) Other income shall not be considered for arriving at annual turnover.</p> <p>(iii) For unutilized line of credit for fund based and non-fund based limits and Turnover indicated in foreign currency, the exchange rate as on 7 days prior to the date of bid opening shall be used.</p> <p>Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / his collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.</p>
4.0	8.3 (c)	<b>Whether Joint Ventures are permitted : No</b>
5.0	ITB 12.1	<p>(a) <b>Amount of Bid Security</b> : Rs. 20,309,000/- (Indian Rupees Twenty Million Three Hundred &amp; Nine Thousand only) in currency of bid or US Dollars 399,000 (US Dollar Three Hundred Ninety Nine Thousand only). If the bid price is quoted in more than one currency, the Bid security shall be in US Dollars.</p> <p>(b) <b>Period of validity of Bid Security</b> : 45 days beyond expiry of the validity of bid, i.e. 225 days from the date of Bid Opening.</p>
5.1	ITB 12.2	<p>In case of domestic bidders, the Bank Guarantee for Bid Security shall be from a Bank as listed in Annexure-I to Section-III (Bid Data Sheets) of the Bidding documents. In case of foreign bidders, if the Bank Guarantee is from a bank not specified in the aforesaid list, the bank guarantee shall be confirmed by any such bank specified in the list.</p>
6.	ITB 16.1	<p><b>D. SUBMISSION OF BIDS</b></p> <p>Address to which Bids shall be submitted:</p> <p>Mr. Abhishek Kumar Jain, Dy. Manager/  Mr. Ramesh Mehta, DGM  Contract Services (III)  NTPC Limited,  6th Floor, Engg. Office Complex,  Plot A-8A, Sector 24, Noida-201 301  Distt. Gautam Budh Nagar,  State of U.P. India</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-III (BDS)
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BDS Item No.	ITB Clause Ref., if any	Data
7.	ITB 16.1	Deadline for Bid Submission-1030 hrs. (IST) on date as stated in IFB.
8.	ITB 19.1	<p><b>E. BID OPENING AND EVALUATION</b></p> <p>Location of Bid Opening      Contract Services (III) NTPC Limited, 6th Floor, Engineering Office Complex, A-8A, Sector-24, NOIDA-201 301 Distt. Gautam Budh Nagar State of U.P. INDIA</p> <p>Time for Bid Opening          1100 hrs. (IST)</p> <p>Date for Bid Opening          as stated in IFB</p>
9.	ITB 22.1 & ITB 24.3 (c)	<p>Currency chosen for :      Indian Rupees purpose of evaluation</p> <p>Type of Transaction :      Bills Selling Exchange Rate and Source of                established by exchange rate                STATE BANK OF INDIA</p> <p>Date of exchange rate :      Date of opening of bids</p>
10.	ITB 24.3 (b)	<p>Time to complete the facilities from date of Notification of Award.</p> <p>Completion of all facilities including trial operation for complete Package shall be attained within 22 months from the date of Notification of Award.</p>
10.1		The program for furnishing and erecting (including testing and putting into satisfactory operation) the plant and equipment covered in the package shall be in the form of Master Network identifying the Key phases in various areas of total works, like design, procurement, manufacture and field activities including civil construction and erection works. In addition, key milestone dates (10-15 nos.) shall also be identified for the complete facilities under the package. The Master Network shall conform to the following schedule dates for the key milestones.
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BDS Item No.	ITB Clause Ref., if any	Data		
		<div> <div>Sl. No.</div> <div>Description of area/ Major Milestone</div> <div>Duration in Months from NOA</div> <div>Start</div> <div>Finish</div> </div>		
		<b>A. Engg.</b>		
		1. Basic Engg.	00	02
		2. Detailed Engg. completion (including BOI's)		09
		<b>B. Manufacturing &amp; Supply</b>		
		3. Completion of BOI's ordering	–	10
		4. Manufacturing of equipments	05	13
		5. Supply of equipments	09	14
		<b>C. Civil &amp; Structural Works</b>		
		6. Initial Site mobilization	-	3
		7. Commencement of Civil Works	-	3
		8. Civil & Structural Works- Underground RCC Wagon Tippler Hoppers	3	15
		9. Civil & Structural Works- Other than Wagon Tippler Hoppers	4	14
		<b>D. Erection &amp; Commissioning</b>		
		10. Equipment erection	13	18
		11. Commissioning of Conveying & Crushing Systems	–	19
		12. Commissioning of Wagon Tippler-1	-	20
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-III (BDS)	PAGE 9 OF 12	

BDS Item No.	ITB Clause Ref., if any	Data			
10.2		<div><div><div>Sl. No.</div><div>Description of area/ Major Milestone</div><div>Duration in Months from NOA</div><div><div>Start</div><div>Finish</div></div></div></div>			
		<div><div>13.</div><div>Commissioning of Wagon Tippler-2</div><div><div>--</div><div>21</div></div></div>			
		<div><div>14.</div><div>Completion of Facilities</div><div><div>--</div><div>22</div></div></div>			
		<div><div>*</div><div>Supply of mandatory spares: To be supplied along with the supply of respective main equipment.</div></div>			
		<div><div>The Master Network shall include the major activities listed below for each of the systems showing their inter-relationship and duration so as to meet the schedule dates mentioned at 9.1 above. :</div></div>			
		<div><div><div>(i)</div><div>Activities to be incorporated in Master Network to be submitted with bid :</div></div></div>			
		<div><div><div>1.</div><div>Ordering on sub vendor (wherever applicable)</div></div></div>			
		<div><div><div>2.</div><div>Start of engineering</div></div></div>			
		<div><div><div>3.</div><div>Completion of engineering</div></div></div>			
		<div><div><div>4.</div><div>Start of manufacturing/fabrication</div></div></div>			
		<div><div><div>5.</div><div>Completion of manufacturing/fabrication</div></div></div>			
<div><div><div>6.</div><div>Commencement of supplies</div></div></div>					
<div><div><div>7.</div><div>Completion of supplies - all items</div></div></div>					
<div><div><div>8.</div><div>Completion of site delivery of mandatory spares</div></div></div>					
<div><div><div>9.</div><div>Commencement &amp; Completion of civil works (wherever applicable).</div></div></div>					
<div><div><div>10.</div><div>Commencement &amp; Completion of erection of equipments.</div></div></div>					
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-III (BDS)		PAGE 10 OF 12	

BDS Item No.	ITB Clause Ref., if any	Data
10.3	ITB 24.3 (c) (ii)	11. Commencement and completion of erection of stacker reclaimer.
		12. Readiness of Wagon Tippler for coal unloading.
		13. Completion of Commissioning of the system including all facilities (unit wise).
		14. Completion of Facilities.
10.4		The master network and the key milestone dates will be discussed with the successful bidder and agreed upon before the issue of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.
11.		After the Notification of Award, the contractor shall plan the sequence of work of manufacture, supply and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/erection sequence.
11.1		The bid evaluation factor shall be as indicated below :
		The total power consumption of various drive motors for the coal handling plant component required to be guaranteed vide item C(I) of Attachment-10 of Section-VII shall be taken into consideration in bid evaluation. Arithmetical error in totaling shall only be rectified on the following basis :
		(a) <b>For C (I)</b> - In case of discrepancy between the figure obtained by adding individual power consumption of conveyors (as filled up by bidder) and the figure indicated by the bidder against " <b>Total Power Consumption at Guaranteed Capacity to be considered for Evaluation purposes</b> " the Arithmetically corrected figure shall be considered for evaluation purposes of conveyors.
		The lowest arithmetically corrected total guaranteed power consumption for any bidder shall be taken as the base and the arithmetically corrected total power consumption figure for a particular bidder being evaluated shall be equalized by a differntial price factor of US\$ 1,111 (US Dollar One Thousand One Hundred and Eleven only) for each KW of excess power consumption over the base figure.
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BDS Item No.	ITB Clause Ref., if any	Data
12.	ITB 33.1	Appointing Authority for Adjudicator : CMD NTPC.
13.	ITB 12.7 ITB 31 ITB 32	<p><b>Ineligibility for Participation in re-tender:</b></p> <p>Notwithstanding the provisions specified in ITB sub-clause 12.7 and ITB Sub-Clause 32.4, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 31 or does not submit an acceptable Performance Security pursuant to ITB Clause 32, and which results in tender being annulled then such bidder may be treated ineligible for participating in re-tendering of this particular package.</p>
14.	ITB 11	<p>Add the following New Clause as 11.1(e) of ITB</p> <p>"The Foreign Currencies in which the Bid Prices are quoted shall be freely convertible."</p>
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**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF  
BANK GUARANTEE FOR BID SECURITY**

**SCHEDULED COMMERCIAL BANKS**

**(A) SBI AND ASSOCIATES**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore

**(B) NATIONALISED BANKS**

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank

10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab Nantional Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

**(C) SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

1. Bank of Rajasthan
2. Catholic Syrian Bank Ltd.
3. City Union Bank
4. Dhanalakshmi Bank
5. Federal Bank Ltd
6. Jammu & Kashmir Bank Ltd.
7. Karnataka Bank Ltd.
8. Karur Vysya Bank Ltd.
9. Lakshmi Vilas Bank Ltd.
10. Nainital Bank Ltd.



11. Kotak Mahindra Bank
12. Ratnakar Bank Ltd.
13. South Indian Bank Ltd.
14. TamilNad Mercantile Bank Ltd.
15. ING Vysya Bank Ltd.
16. Axis Bank Ltd.
17. SBI Commercial & International Bank Ltd.
18. IndusInd Bank Ltd.
19. ICICI Bank
20. HDFC Bank Ltd.
21. Development Credit Bank Ltd.
22. Yes Bank

**(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

1. Abu Dhabi Commercial Bank Ltd.
2. ABN Amro Bank N.V.
3. Bank of America N.A.
4. Bank of Bahrain & Kuwait B.S.C.
5. Mashreq Bank P.S.C
6. Bank of Nova Scotia
7. Calyon Bank
8. BNP Paribas

9. Barclays Bank
10. Citi Bank N.A.
11. Deutsche Bank A.G.
12. The Hong Kong Shanghai Banking Corporation Ltd.
13. Oman International Bank S.A.O.G.
14. Societe Generale
15. Sonali Bank
16. Standard Chartered Bank
17. J.P Morgan Chase Bank
18. State Bank of Mauritius Ltd.
19. Development Bank of Singapore
20. Bank of Ceylon
21. Bank International Indonesia
22. Arab Bangladesh Bank
23. Shinhan Bank
24. China Trust Commercial Bank
25. Mizuho Corporate Bank Ltd.

- 26. Krung Thai Bank Public Company Ltd.
- 27. Antwerp Diamond Bank N.V.
- 28. The Bank of Tokyo-Mitsubishi UFJ Limited.

**(E) OTHER PUBLIC SECTOR BANK**

- 1. IDBI Ltd.

## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

GENERAL CONDITIONS OF CONTRACT (GCC)		
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Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		A. Contract and Interpretation	
1.	Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>“GCC” means the General Conditions of Contract hereof.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Employer” means the person named as such in the SCC and includes the legal successors or permitted assigns of the Employer.</p> <p>“Project Manager” means the person appointed by the Employer in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by the Employer.</p> <p>“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</p> <p>“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.</p> <p>“Subcontractor,” including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.</p> <p>“Adjudicator” means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>“Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.</p> <p>“Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.</p> <p>“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer’s Personnel etc.</p> <p>“Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.</p> <p>“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.</p> <p>“Effective Date” means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.</p> <p>“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.</p> <p>“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications.</p>
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	<p>“Precommissioning” means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.</p> <p>“Commissioning” means trial/intial operation of the Facilities or any part thereof by the Contractor, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).</p> <p>“Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specied part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub-Clause 25.2 (Guarantee Test) hereof.</p> <p>“Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.</p> <p>“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.</p>	
2.	<p><b>Contract Documents</b></p> <p>2.1 Subject to Article1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>2.2 The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.</p> <p>2.3 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract immediately after Notification of Award.</p> <p>2.4 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least twenty (20) true copies of Contract Agreement within thirty (30) days after signing of the Contract.</p>	
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
3. Interpretation	<p data-bbox="497 253 703 286"><b>3.1 Language</b></p> <p data-bbox="497 286 1423 477">3.1.1 Unless the Contractor is a national of the Employer's country and the Employer and the Contractor agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p data-bbox="497 510 1423 633">3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p> <p data-bbox="497 667 1423 768"><b>3.2 Singular and Plural</b> The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> <p data-bbox="497 801 1423 925"><b>3.3 Headings</b> The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p data-bbox="497 958 1423 1059"><b>3.4 Persons</b> Words importing persons or parties shall include firms, corporations and government entities.</p> <p data-bbox="497 1093 1423 1339"><b>3.5 Incoterms</b> Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.  Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.</p> <p data-bbox="497 1373 927 1406"><b>3.6 Construction of the Contract</b></p> <p data-bbox="497 1440 1423 1496">3.6.1 The Contracts to be entered into between the Employer and the successful bidder shall be as under :</p> <p data-bbox="571 1529 834 1563"><b>For Foreign Bidder</b></p> <p data-bbox="571 1597 1423 1697">-- 'First Contract' for CIF (Indian port-of-entry)/CIP supply of all Plant and Equipment including type tests and mandatory spares to be supplied from abroad.</p> <p data-bbox="571 1731 1423 1821">-- 'Second Contract' for Ex-works (India) supply of all Plant and Equipment including type tests and mandatory spares of Indian origin.</p>
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	<p>– 'Third Contract' for providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading and inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing and commissioning including carrying out guarantee tests in respect of all the equipment supplied under the First Contract and the Second Contract and all other services specified in the Contract Documents.</p> <p>If the foreign bidder has proposed an Assignee in his bid to execute the Second Contract and/or the Third Contract and has also furnished written unequivocal consent of the proposed Assignee to work as independent Contractor on the terms and conditions offered by the bidder and if the Employer is satisfied with capacity and experience of the Assignee, the Employer will enter into the 'Second Contract' and/or 'Third Contract' with the said Assignee. In case no Assignee has been proposed by the foreign bidder in his bid or if the Assignee fails to enter into the Second Contract and/or Third Contract with the Employer or if the Employer in its judgement does not find acceptance of the proposed Assignee as its Contractor, then the foreign bidder shall be obliged to enter into and execute all the three Contracts with the Employer.</p> <p>If the Employer accepts to enter into Second Contract and/or Third Contract with the Assignee of foreign bidder, the said Assignee, in addition to the Contract Performance Securities to be provided by the foreign Contractor for ten percent (10%) of the value of all the three Contracts, i.e. First Contract, Second Contract and Third Contract, shall provide within twenty eight (28) days of Notification of Award, separate Contract Performance Security(ies) equivalent to ten percent (10%) of the value of the Contract(s) entered into with the Assignee for the due performance of the Contract, with an initial validity upto ninety (90) days beyond the scheduled Defect Liability Period of the last equipment covered under the Contract.</p> <p><b>For Domestic Bidder</b></p> <p>-- 'First Contract' for CIF (Indian port-of-entry)/CIP supply of all Plant and Equipment including type tests and mandatory spares to be supplied from abroad.</p> <p>-- 'Second Contract' for Ex-works (India) supply of all the Plant and Equipment including type tests and mandatory spares of Indian origin.</p> <p>-- 'Third Contract' for providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit in-</p>	
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	<p>insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing and commissioning including carrying out guarantee tests in respect of all the Plant and Equipment supplied under the 'First Contract' and 'Second Contract' and all other services specified in the Contract Documents.</p> <p>3.6.2 The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor.</p> <p>3.7 <b>Entire Agreement</b> Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>3.8 <b>Amendment</b> No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.</p> <p>3.9 <b>Independent Contractor</b> The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.</p> <p>Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.</p> <p>3.10 <b>Joint Venture or Consortium</b> If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.</p>
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	<p>3.11 <b>Non-Waiver</b></p> <p>3.11.1 Subject to GCC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>3.11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>3.12 <b>Severability</b></p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> <p>3.13 <b>Country of Origin</b></p> <p>"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.</p>		
<p>4. <b>Notices</b></p>	<p>4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalised pursuant to GCC Sub-Clause 17.2.3.1, with the following provisions.</p> <p>4.1.1 Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after despatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.</p> <p>4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>4.1.3 Any notice delivered personally or sent by cable, telegraph, facsimile or EDI shall be deemed to have been delivered on date of its despatch.</p> <p>4.1.4 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p>		
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<table border="1"> <tr> <td data-bbox="751 1899 1262 2000"> <p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</p> </td><td data-bbox="1262 1899 1433 2000"> <p>PAGE 7 OF 62</p> </td></tr> </table>	<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</p>	<p>PAGE 7 OF 62</p>
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	4.2	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
5. <b>Governing Law</b>	5.1	The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.
6. <b>Settlement of Disputes</b>	6.1	<b>Adjudicator</b>
	6.1.1	If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
	6.1.2	The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
	6.1.3	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another retired Judge of High Court/Supreme Court of India shall be jointly appointed by the Employer and the Contractor as adjudicator under the Contract. Failing agreement between the two within twenty eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC.
		The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of it's duties as adjudicator under the contract. This cost shall be divided equally between the Employer and the Contractor.
	6.2	<b>Arbitration</b>
	6.2.1	If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days
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	<p>of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.</p> <p>6.2.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>6.2.4 The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) 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 Appointing Authority for arbitrator designated in the SCC.</p> <p>6.2.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>6.2.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5(Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>6.2.7 Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.</p> <p>6.2.8 The decision of a majority of the arbitrators (or of the third arbitrator, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> <p>6.2.9 The arbitrator(s) shall give reasoned award.</p> <p>6.3 Notwithstanding any reference to the Adjudicator or arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree</p>
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	(b) the Employer shall pay the Contractor any monies due to the Contractor.	
	<b>B. Subject Matter of Contract</b>	
7. <b>Scope of Facilities</b>	<p>7.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligations cover the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement.</p> <p>7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.</p> <p>7.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts. The prices of spares covered under the Price Schedule No. 6 shall be kept valid for a period as specified in SCC.</p> <p>7.3.1 The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Schedule No. 6 shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Contractor also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.</p>	
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	<p>7.3.1.1 All the spares for the equipment under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.</p> <p>7.3.1.2 All the mandatory spares covered under the Contract shall be produced alongwith the main equipment as a continuous operation and the delivery of the spares will be effected alongwith the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended spares have been placed with the Contractor prior to commencement of manufacture of the main equipment.</p> <p>7.3.1.3 The Contractor will provide the Employer with the manufacturing drawings, catalogues, assembly drawings and any other document required by the Employer so as to enable the Employer to identify the recommended spares. Such details will be furnished to the Employer as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.</p> <p>7.3.1.4 To enable the Employer to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Contractor to the Employer are not higher than those charged by him from other customers in the same period.</p> <p>7.3.1.5 In addition to the spares recommended by the Contractor, if the Employer further identifies certain items of spares, the Contractor will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by the Employer and placement of order for additional spares if the Employer so desires.</p> <p>7.3.1.6 The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.</p> <p>7.3.1.7 The Contractor will provide the Employer with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that the Employer, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.</p> <p>7.3.1.8 The Contractor shall guarantee the long term availability of spares to the Employer for the full life of the equipment covered under the Con-</p>
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	<p>tract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Employer atleast 2 years advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Sub-contractors. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub-contractor, Contractor will provide the Employer, two years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by the Employer for the purpose of manufacture/procurement of such items.</p> <p>7.3.1.9 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by Employer as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/ negotiated with the Contractor. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of successful completion of Commissioning of the last equipment under the main contract and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by the Employer shall remain valid for the period of 5 years from the date of successful completion of Commissioning of the equipment.</p> <p>7.3.1.10 The Contractor will indicate in advance the delivery period of the items of spares, which the Employer may procure in accordance with above sub-clause. In case of emergency requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.</p> <p>7.3.1.11 In case the Contractor fails to supply the mandatory, recommended or long term spares in the terms stipulated above, the Employer shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Employer over the rates worked on the above basis. In the event of such risk purchase by the Employer, the purchases will be as per the Works and Procurement Policy of the Employer prevalent at the time of such purchases and the Employer at his option may include a representative from the Contractor in finalising the purchases.</p> <p>7.3.1.12 It is expressly understood that the final settlement between the parties in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of completion of Commissioning of the Plant and Equipment unless otherwise discharged expressly in writing by the Employer. Fur-</p>
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	<p>ther, the provisions pertaining to long term availability of spares shall be extended beyond 5 years applicability period mentioned hereinabove if so desired by the Employer and at the mutually acceptable escalation formula.</p> <p>7.3.1.13 The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under :</p> <p>(i) For 3 years operational spares (both mandatory and recommended)</p> <p>a) For any item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/ plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/equipments due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a joint examination and analysis by the Employer and the Contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Contractor as soon as they have been replaced by the Contractor.</p> <p>b) For the item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant, which with the written approval of the Employer, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/ component, will be warranted for 7000 hrs of trouble free operation if used within a period of eighteen (18) months reckoned from the date of delivery at site. However, if such spare parts are put to use after eighteen (18) months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of thirty six (36) months from the</p>
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	<p>scheduled date of the completion of Commissioning of equipment/plant covered under the contract or 7000 hrs of trouble free operation after such spares are put in service, whichever is earlier.</p> <p>c) For long term requirement</p> <p>For item of spares that may be ordered by the employer to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble free operation if used within a period of eighteen (18) months from the date of delivery at site. For item of spares that may be used after eighteen (18) months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 7000 hrs of trouble free operation, whichever is earlier. In any case the defect liability of spares will expire at the end of forty eight (48) months from the date of their receipt at site.</p> <p>ii) The Defect Liability of spares that are not used within 18 months from the respective date of the delivery at Site will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance with Contractor's standard recommended practice, if any, and the same has been furnished to the Employer.</p>	
<p>8. <b>Time for Commencement and Completion</b></p>	<p>8.1 The Contractor shall commence work on the Facilities from the date of Notification of Award and without prejudice to GCC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement.</p> <p>8.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.</p>	
<p>9. <b>Contractor's Responsibilities</b></p>	<p>9.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.</p> <p>9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.</p>	
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	<p>9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.</p> <p>9.4 The Contractor shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Sub-Clause 10.1 hereof.</p> <p>9.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 3.13 (Country of Origin).</p>
<p>10. <b>Employer's Responsibilities</b></p>	<p>10.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer as described in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract, except when otherwise expressly stated in the Contract.</p> <p>10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.</p> <p>10.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract), and are specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement.</p> <p>10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)	
	<p>manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.</p> <p>10.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities ; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 18.2 (Program of Performance) hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.</p> <p>10.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.</p> <p>10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.</p> <p style="text-align: center;"><b>C. Payment</b></p>	
11. <b>Contract Price</b>	<p>11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.</p> <p>11.2 The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement.</p> <p>11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.</p>	
12. <b>Terms of Payment</b>	<p>12.1 The Contract Price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.</p> <p>12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.</p>	
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13. Securities	12.3	The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.
	13.1	<b>Issuance of Securities</b> The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.
	13.2	<b>Advance Payment Security</b>
	13.2.1	The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency or currencies, with a initial validity of up to ninety (90) days beyond the schedule date of Completion of the Facilities in accordance with GCC Clause 24. However, in case of delay in completion of facilities under the package, the validity of the security shall be extended by the period of such delay.
	13.2.2	The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures) of the bidding documents-Form of Advance Payment Security. The Advance payment Security shall be reduced prorata every three (3) months after First Running Account Bill/ Stage Payment under the Contract based on the value of equipment/facilities received. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the respective equipment / Facilities supplied and received as per a certificate issued by the Project Manager and the balance of 25% released on Completion of those Facilities. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.
13.3	<b>Performance Security</b>	
	13.3.1	The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for ten percent (10%) of the Contract Price of all the Contracts, with a initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package. If the Employer accepts to enter into 'Second Contract' and/or 'Third Contract' with the Assignee of a foreign Contractor, pursuant to GCC Sub-Clause 3.6, the said Assignee, in addition to the Contract Performance Securities to be provided by the foreign contractor for ten percent (10%) of the value of all the
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	<p>Contracts i.e. First Contract, Second Contract and Third Contract, shall provide within twenty eight (28) days of the Notification of Award, separate Contract Performance Security(ies) equivalent to ten percent (10%) of the value of Contract(s) entered into with the Assignee, for the due performance of Contract, with a initial validity upto ninety (90) days beyond the end of scheduled defect liability period of the last equipment covered under the package. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay.</p> <p>13.3.2 The performance security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form of an unconditional bank guarantee as per the proforma provided in Section-VII (Forms and Procedures) of the bidding documents-Form of Performance Security.</p> <p>13.3.3 Unless otherwise stipulated in SCC, the security shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate time for Completion is provided, twenty one (21) months after Completion of the Facilities or where relevant part thereof, or fifteen (15) months after Operational Acceptance of the Facilities (or the relevant part thereof), whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GCC Sub-Clause 27.10, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.</p>	
<p>14. <b>Taxes and Duties</b></p>	<p>14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.</p> <p>14.2 Notwithstanding GCC Sub-Clause 14.1 above, the Employer shall bear and promptly pay/reimburse all customs and import duties,if imposed in future, on the Plant and Equipment including mandatory spares supplied from abroad and specified in Price Schedule No. 1 (and on spare parts to be supplied from abroad and specified in Schedule No.6, when awarded) and that are to be incorporated into the Facilities by the law of the country where the Site is located. However, if the plant and equipment are shipped in Shipper's containers, then the custom duty levied on the cost of empty containers shall be borne and paid/reimbursed by the Contractor. The Employer shall also bear and pay/reimburse to the Contractor/Assignee of Foreign Contractor (if applicable) Sales Tax (but</p>	
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	<p>not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax / Octroi (if applicable) in respect of direct transactions between the Employer and the Contractor, if imposed on the Plant and Equipment including Mandatory Spares manufactured within the Employer's country and specified in Price Schedule No. 2 (and also on locally supplied spares quoted in Schedule No.6, when awarded) to be incorporated in the Facilities, by the law of country where the site is located. For this purpose, the Ex-works price if quoted in foreign currency and so incorporated in the contract, shall be converted to Indian Rupees as per the TT buying exchange rates established by State Bank of India prevailing on the actual date of Ex-works (India) despatch.</p> <p>Employer will issue the requisite sales tax declaration form(s) in order to get the benefit of any concession in the rate of sales tax. Further, in case of all components, equipments and materials identified by the contractor and the Employer to be despatched directly from the sub-vendor's work to Employer site in a state different from the state wherein sub-vendor's works are located, the contractor will effect sale in transit. For effecting the sale in transit, the contractor shall ensure that his subvendor raises invoices in the contractor's name (and not in the name of the Employer) and obtains GR/LR/RR in the name of Contractor (and not in the name of the Employer). The Contractor shall further ensure that he endorses the GR/LR/RR in the name of the Employer during transit of the equipment before the delivery of equipments is taken by the Employer.</p> <p>All taxes, duties and levies on works contract, if any, shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer.</p> <p>14.3 If any tax exemptions, reductions, allowances or privileges is available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.</p> <p>14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor/assignee of Foreign Contractor (if applicable). These adjustments</p>
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	shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/assignee and also not applicable on the bought out items despatched directly from sub-vendor's works to site.	
	<b>D. Intellectual Property</b>	
15. <b>Copyright</b>	15.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.	
16. <b>Confidential Information</b>	<p>16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 16.</p> <p>16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.</p> <p>16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which</p> <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of that party</li> <li>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto</li> </ul>	
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	<p>(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.</p> <p>16.5 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.</p> <p style="text-align: center;"><b>E. Work Execution</b></p>		
<p>17. <b>Representatives</b></p>	<p>17.1 <b>Project Manager</b>  If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.</p> <p>All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.</p> <p>17.2 <b>Contractor's Representative &amp; Construction Manager</b>  17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.</p> <p>17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.</p>		
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT  STAGE-III (2X500 MW)  BID DOCUMENT NO. CS-2240-155C-2</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;"> WAGON TIPPLER, CONVEYING &amp;  CRUSHING PLANT PACKAGE  SECTION-IV (GCC) </td> <td style="width: 50%; text-align: center; padding: 5px;"> PAGE  21 OF 62 </td> </tr> </table>	WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-IV (GCC)	PAGE 21 OF 62
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	<p>All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.</p> <p>17.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.</p> <p>17.2.3.1 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.</p> <p>17.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.</p> <p>17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or</p>		
<b>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</b>	<table border="1"> <tr> <td data-bbox="751 1895 1262 1989"> <b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</b> </td><td data-bbox="1262 1895 1433 1989"> <b>PAGE 22 OF 62</b> </td></tr> </table>	<b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</b>	<b>PAGE 22 OF 62</b>
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	<p>negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.</p> <p>17.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.</p>	
18. <b>Work Program</b>	<p>18.1 <b>Contractor's Organization</b>  The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.</p> <p>18.2 <b>Program of Performance</b>  Within twenty-eight (28) days after the date of notification of award of Contract, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT Network and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and precommission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in Appendix 4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Project Manager.</p> <p>18.3 <b>Progress Report</b>  The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 (Program of Performance) above, and supply a progress report to the Project Manager every month.</p> <p>The progress report shall be in a form acceptable to the Project Manager and shall also indicate : (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.</p>	
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	<p><b>18.4 Progress of Performance</b> If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 18.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under GCC Sub-Clause 40.1 (Extension of Time for Completion), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.</p> <p><b>18.5 Work Procedures</b> The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.</p> <p>If agreed between the Employer and the Contractor, the Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.</p>	
19. <b>Subcontracting</b>	<p><b>19.1</b> Appendix 5 (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.</p> <p><b>19.2</b> The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.</p> <p><b>19.3</b> For items or parts of the Facilities not specified in Appendix 5 (List of Approved Subcontractors) to the Contract Agreement, the Contractor may employ such Subcontractors as it may select, at its discretion.</p>	
20. <b>Design and Engineering</b>	<p><b>20.1 Specifications and Drawings</b> 20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.</p>	
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	<p>The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.</p> <p>20.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.</p> <p><b>20.2 Codes and Standards</b> Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 39 (Changes Originating from Contractor).</p> <p><b>20.3 Approval/Review of Technical Documents by Project Manager</b> 20.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance).</p> <p>Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.</p> <p>GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.</p> <p>20.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.</p> <p>20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.</p>
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	<p>20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon, the document shall be deemed to have been approved.</p> <p>The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalised with the Contractor.</p> <p>20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator) hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Contractor's view on the dispute and if the Employer has not given notice under GCC Sub-Clause 6.1.2 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.</p> <p>20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.</p> <p>20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.</p> <p>If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 (Change in the Facilities) shall apply to such request.</p>
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21.	Procurement	21.1	<b>Plant and Equipment</b> Subject to GCC Sub-Clause 14.2, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.
		21.2	<b>Employer-Supplied Plant, Equipment, and Materials</b> If Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:  21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 18.2 (Program of Performance), unless otherwise mutually agreed.  21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.  21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 27 (Defect Liability) or under any other provision of Contract.
		21.3	<b>Transportation</b> 21.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.  21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment.  21.3.3 Upon despatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or Electronic Data Interchange
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	<p>(EDI) of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.</p> <p>21.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.</p> <p>21.4 <b>Customs Clearance</b> The Contractor shall, at its own expense, handle all imported Plant and Equipment and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer's obligations under GCC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of the Employer, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40.</p>	
22. <b>Installation</b>	<p>22.1 <b>Setting Out/Supervision/Labor</b></p> <p>22.1.1 <b>Bench Mark:</b> The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.</p> <p>If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.</p> <p>22.1.2 <b>Contractor's Supervision:</b> The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel</p>	
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	<p>who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p> <p>22.1.3 Labor:</p> <ul style="list-style-type: none"> <li>(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.</li> <li>(b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.</li> <li>(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located.</li> <li>(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.</li> <li>(e) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.</li> <li>(f) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.</li> </ul> <p>22.2 <b>Contractor's Equipment</b></p> <p>22.2.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove</p>
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	<p>the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.</p> <p>22.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.</p> <p>22.2.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.</p> <p><b>22.3 Site Regulations and Safety</b>  The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.</p> <p>Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.</p> <p><b>22.4 Opportunities for Other Contractors</b>  22.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.</p> <p>22.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.</p> <p>22.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.</p>
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	<p>22.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.</p> <p><b>22.5 Emergency Work</b>  If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.</p> <p>If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.</p> <p><b>22.6 Site Clearance</b>  22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.</p> <p>22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.</p> <p><b>22.7 Watching and Lighting</b>  The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.</p> <p><b>22.8 Work at Night and on Holidays</b>  22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent</p>
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23. <b>Test and Inspection</b>	<p>loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.</p> <p>22.8.2 Notwithstanding GCC Sub-Clauses 22.8.1 or 22.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.</p> <p>23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.</p> <p>23.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.</p> <p>23.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.</p> <p>If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.</p> <p>23.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.</p> <p>23.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such</p>
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	<p>Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.</p> <p>23.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator).</p> <p>23.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.</p> <p>23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.</p> <p>23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.</p> <p>23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.</p> <p>If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.</p>		
<p>24. <b>Completion of the Facilities</b></p>	<p>24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.</p>		
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	<p>24.2 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, required for Precommissioning of the Facilities or any part thereof.</p> <p>Pursuant to Appendix-6 (Scope of works and supply by the Employer) to the Contract Agreement, the Employer shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.</p> <p>24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters, if so specified in Appendix 6 (Scope of Works and Supply by the Employer)/ Technical Specifications, have been provided by the Employer in accordance with GCC Sub-Clause 24.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning.</p> <p>24.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall commence Commissioning as per procedures stipulated in Technical Specifications, and as soon as Commissioning is satisfactorily completed, the Contractor shall so notify the Project Manager in writing.</p> <p>24.5 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Forms and Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's notice under GCC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.</p> <p>If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 24.4.</p> <p>If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's repeated notice.</p> <p>If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)	
	<p>24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.</p> <p>24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.</p> <p>24.8 Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.</p>	
<p>25. <b>Commissioning, Guarantee Test and Operational Acceptance</b></p>	<p>25.1 <b>Commissioning</b></p> <p>25.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in the Technical Specifications.</p> <p>The Employer shall, as specified in Appendix 6 ( Scope of Works and Supply by the Employer ) / Technical Specifications, supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning of the Facilities.</p> <p>25.2 <b>Guarantee Test</b></p> <p>25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Contractor after Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).</p> <p>25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.</p>	
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>25.3 <b>Operational Acceptance</b></p> <p>25.3.1 Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when</p> <ul style="list-style-type: none"> <li>(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or</li> <li>(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC Sub-Clause 25.2.2 above, but successful Completion of the Facilities has been achieved; or</li> <li>(c) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and</li> <li>(d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.</li> </ul> <p>25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.</p> <p>25.3.3 The Project Manager shall, after consultation with the Employer, and within forty five (45) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.</p> <p>25.3.4 If within forty five (45) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.</p> <p>25.4 <b>Partial Acceptance</b></p> <p>25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)	
	<p>25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.</p> <p><b>F. Guarantees and Liabilities</b></p>	
<p>26. <b>Completion Time Guarantee</b></p>	<p>26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.</p> <p>26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Contractor shall pay to the Employer liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.</p> <p>Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion). The Contractor shall have no further liability whatsoever to the Employer in respect thereof.</p> <p>However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.</p> <p>Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in Appendix 4 (Time Schedule) to the Contract Agreement and/or other program of work prepared pursuant to GCC Clause 18 (Program of Performance) shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.</p> <p>26.3 No bonus will be given for earlier completion of the facilities or part thereof.</p>	
<p>27. <b>Defect Liability</b></p>	<p>27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.</p> <p>27.2 The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.</p>	
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<p>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</p>	<p>PAGE 37 OF 62</p>

Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:</p> <ul style="list-style-type: none"> <li>(a) improper operation or maintenance of the Facilities by the Employer</li> <li>(b) operation of the Facilities outside specifications provided in the Contract</li> <li>(c) normal wear and tear.</li> </ul> <p>27.3 The Contractor's obligations under this GCC Clause 27 shall not apply to</p> <ul style="list-style-type: none"> <li>(a) any materials that are supplied by the Employer under GCC Sub-Clause 21.2 (Employer-Supplied Plant, Equipment and Materials), are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein</li> <li>(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein</li> <li>(c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 27.7.</li> </ul> <p>27.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.</p> <p>27.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 27.</p> <p>The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.</p> <p>27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.</p> <p>If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the Employer and the Contractor for the original equipment/part of the Facilities.</p> <p>27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Security.</p> <p>27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/ repair of the Facilities or any part thereof.</p> <p>27.8.1 At the end of the Defect Liability Period, the contractor's liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period in this GCC clause 27, but later.</p> <p>27.9 Except as provided in GCC Clauses 27 and 33 (Loss of or Damage to Property / Accident or Injury to Workers/Indemnification), the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.</p> <p>27.10 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2.</p>
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Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
28.	<b>Functional Guarantees</b>	28.1	The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.
		28.2	<p>If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet the guaranteed level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, the Employer may at its option, either</p> <p>(a) Reject the Equipment and recover the payments already made, or</p> <p>(b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or</p> <p>(c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix-8 (Functional Guarantees) to the Contract Agreement.</p> <p>28.3 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.2, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.</p>
29.	<b>Patent Indemnity</b>	29.1	The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)		
	<p>Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.</p> <p>29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> <p>29.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.</p>		
<p>30. <b>Limitation of Liability</b></p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the</p>		
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)	
31. <b>Transfer of Ownership</b>	<p>cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p style="text-align: center;"><b>G. Risk Distribution</b></p>	
	<p>31.1 Ownership of the Plant and Equipment (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant and Equipment from the country of origin to that country and upon endorsement of despatch document in favour of the Employer.</p> <p>31.2 Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant and Equipment are loaded on to the mode of transport to be used to convey the Plant and Equipment from the works to the site and upon endorsement of the despatch documents in favour of the Employer.</p> <p>31.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.</p> <p>31.4 Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.</p> <p>31.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.</p> <p>31.6 In case of two/three Contracts entered into between the Employer and the Contractor as per GCC Sub-Clause 3.6 or where the Employer hands over his equipment to the Contractor for executing the Contract, then the Contractor shall at the time of taking delivery of the Equipment through Bill of Lading or other despatch documents furnish Trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of the Employer in the form acceptable to Employer for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. Proforma for the Trust Receipt and Indemnity Bond is enclosed under Section-VII (Forms and Procedures). The Employer shall also issue a separate Authorisation Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from the Employer as per proforma enclosed under Section-VII (Forms and Procedures).</p>	
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)		
<p>32. <b>Care of Facilities</b></p>	<p>32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.</p> <p>32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of</p> <ul style="list-style-type: none"> <li>(a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 (Insurance) hereof</li> <li>(b) any use or occupation by the Employer or any third party (other than a Subcontractor) authorized by the Employer of any part of the Facilities</li> <li>(c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,</li> </ul> <p>the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39 (Change in the Facilities). If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial</p>		
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
33. <b>Loss of or Damage to Property; Accident or Injury to workers; Indemnification</b>	<p>part of the Facilities, the Employer shall terminate the Contract pursuant to GCC Sub-Clause 42.1 (Termination for Employer's Convenience) hereof, except that the Contractor shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as at the date of termination.</p>
	<p>32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 (with respect to the Contractor's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2(b) and (c) and 38.1.</p>
	<p>32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply.</p>
	<p>33.1 Subject to GCC Sub - Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.</p> <p>33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p>
	<p>33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or</p>
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34. <b>Insurance</b>	<p>damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.</p> <p>33.4 The party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.</p> <p>34.1 To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.</p> <p>(a)     <b>Cargo Insurance During Transport</b>  Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor) and to the Contractor's Equipment.</p> <p>(b)     <b>Installation All Risks Insurance</b>  Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.</p> <p>(c)     <b>Third Party Liability Insurance</b>  Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.</p> <p>(d)     <b>Automobile Liability Insurance</b>  Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.</p> <p>(e)     <b>Workers' Compensation</b>  In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(f)     <b>Employer's Liability</b>  In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p>
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	<p data-bbox="580 255 1423 349">(g) <b>Other Insurances</b> Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said Appendix 3.</p> <p data-bbox="501 385 1423 698">34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p> <p data-bbox="501 734 1423 958">34.3 The Contractor shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.</p> <p data-bbox="501 994 1423 1146">34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.</p> <p data-bbox="501 1182 1423 1276">34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement.</p> <p data-bbox="501 1312 1423 1818">34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.</p>
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	<p>34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Contractor as per the procedure outlined in GCC Sub-Clause 34.8 below. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.</p> <p>34.8 (i) Wherever total damages/loss of equipment/material, would occur, the Contractor will be entitled to payment of all payments received from the underwriters except the following amounts:</p> <p style="padding-left: 40px;">(a) The amount paid to the Contractor under the Contract in respect of equipment/material damaged/lost (excluding the pro-rata initial advance) but including the entire amount of escalation, if any, already paid to the Contractor.</p> <p style="padding-left: 40px;">(b) Custom Duties and other taxes and duties which have already been paid by the Employer.</p> <p>In the event the claim money settled, is less than the total of the amount in a &amp; b above, then the entire claim money settled will be retained by the Employer and the Contractor will forthwith pay the Employer the short fall amount between the claim money and the total of amounts as per a &amp; b mentioned above.</p> <p>Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.</p> <p>(ii) In case of damage to any equipment/material during any stage, the Contractor upon rectification of the damaged equipment to the satisfaction of the Employer shall be paid to the extent of full claims settled by the underwriters.</p>		
<p>35. <b>Unforeseen Conditions</b></p>	<p>35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under</p>		
<p>VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 5px;"> <b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</b> </td> <td style="width: 50%; text-align: center; padding: 5px;"> <b>PAGE 47 OF 62</b> </td> </tr> </table>	<b>WAGON TIPPLER, CONVEYING &amp; CRUSHING PLANT PACKAGE SECTION-IV (GCC)</b>	<b>PAGE 47 OF 62</b>
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	<p>the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of</p> <ul style="list-style-type: none"> <li>(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen</li> <li>(b) the additional work and/or Plant and Equipment and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions</li> <li>(c) the extent of the anticipated delay</li> <li>(d) the additional cost and expense that the Contractor is likely to incur.</li> </ul> <p>On receiving any notice from the Contractor under this GCC Sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.</p> <p>35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.</p> <p>35.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).</p>
<p>36. <b>Change in Laws and Regulations</b></p>	<p>36.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor/Assignee of Foreign Contractor (if applicable). These adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/Assignee of Foreign Contractor and</p>
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	<p>shall also not be applicable on bought out items despatched directly from sub-vendor's works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Appendix 2 to the Contract Agreement.</p> <p>37. <b>Force Majeure</b></p> <p>37.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.</p> <p>37.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>37.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).</p> <p>37.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.</p> <p>37.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <p>(a) constitute a default or breach of the Contract</p> <p>(b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby</p> <p>if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.</p> <p>37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.</p>
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38. <b>War Risks</b>	<p>37.7 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.</p> <p>38.1 "War Risks" shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war</li> <li>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and</li> <li>(c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.</li> </ul> <p>38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to</p> <ul style="list-style-type: none"> <li>(a) destruction of or damage to Facilities, Plant &amp; Equipment, or any part thereof</li> <li>(b) destruction of or damage to property of the Employer or any third party</li> <li>(c) injury or loss of life</li> </ul> <p>if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.</p> <p>38.3 If the Facilities or any Plant and Equipment or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for</p> <ul style="list-style-type: none"> <li>(a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by the Employer)</li> <li>(b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged so far as may be required by the Employer, and as may be necessary for completion of the Facilities,</li> <li>(c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.</li> </ul> <p>If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall</p>
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	<p>either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1 (Termination for Employer's Convenience).</p> <p>38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.</p> <p>38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.</p> <p>38.6 In the event of termination pursuant to GCC Sub-Clause 38.3, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3, except that the Contractor shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as of the date of termination.</p> <p style="text-align: center;"><b>H. Change in Contract Elements</b></p>	
<p>39. <b>Change in the Facilities</b></p>	<p>39.1 <b>Introducing a Change</b></p> <p>39.1.1 The Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract .</p> <p>39.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor.</p>	
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	<p>39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> <p>39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3.</p> <p><b>39.2 Changes Originating from Employer</b></p> <p>39.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:</p> <ul style="list-style-type: none"> <li>(a) brief description of the Change</li> <li>(b) effect on the Time for Completion</li> <li>(c) estimated cost of the Change</li> <li>(d) effect on Functional Guarantees (if any)</li> <li>(e) effect on any other provisions of the Contract.</li> </ul> <p>39.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.</p> <p>39.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer and the Contractor shall agree on specific rates for valuation of the change.</p> <p>39.2.4 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 39.2.3 has been exceeded. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.</p> <p>If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.</p>
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	<p>If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.</p> <p>39.2.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."</p> <p>Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> <p>If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Adjudicator in accordance with the provisions of GCC Sub-Clause 6.1 (Adjudicator).</p> <p>39.3 <b>Changes Originating from Contractor</b></p> <p>39.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.4 and 39.2.5</p>		
<p>40. <b>Extension of Time for Completion</b></p>	<p>40.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Change in the Facilities as provided in GCC Clause 39 (Change in the Facilities)</li> <li>(b) any occurrence of Force Majeure as provided in GCC Clause 37 (Force Majeure), unforeseen conditions as provided in GCC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2</li> <li>(c) any suspension order given by the Employer under GCC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or</li> <li>(d) any changes in laws and regulations as provided in GCC Clause 36 (Change in Laws and Regulations) or</li> </ul>		
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	<p>(e) any default or breach of the Contract by the Employer, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, or any activity, act or omission of any other contractors employed by the Employer or</p> <p>(f) any other matter specifically mentioned in the Contract;</p> <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.</p> <p>40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to the Adjudicator, pursuant to GCC Sub-Clause 6.1 (Adjudicator).</p> <p>40.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p>	
41. <b>Suspension</b>	<p>41.1 The Employer/ Project Manager may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ Employer.</p> <p>If, by virtue of a suspension order given by the Project Manager/Employer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.</p> <p>If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in</p>	
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for Employer's Convenience).</p> <p>41.2 If</p> <p>(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;</p> <p>then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.</p> <p>41.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.</p> <p>41.4 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.</p> <p>42. <b>Termination</b></p> <p>42.1 <b>Termination for Employer's Convenience</b></p> <p>42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.</p> <p>42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	<div> WAGON TIPPLER, CONVEYING &amp;  CRUSHING PLANT PACKAGE  SECTION-IV (GCC) </div> <div> PAGE  55 OF 62 </div>



Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> <p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below</p> <p>(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 42.1.3, shall</p> <p>(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination</p> <p>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors</p> <p>(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination</p> <p>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel</p> <p>(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges</p>
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	<p>(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2</p> <p>(e) the cost 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 covered by paragraphs (a) through (d) above.</p> <p><b>42.2 Termination for Contractor's Default</b></p> <p>42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 42.2:</p> <p>(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt</p> <p>(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43 (Assignment).</p> <p>(c) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause :</p> <p>"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p data-bbox="580 255 855 282">42.2.2 If the Contractor</p> <ul style="list-style-type: none"> <li data-bbox="670 318 1230 344">(a) has abandoned or repudiated the Contract</li> <li data-bbox="670 380 1423 542">(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed</li> <li data-bbox="670 577 1423 667">(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause</li> <li data-bbox="670 703 1423 922">(d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended</li> </ul> <p data-bbox="670 958 1423 1209">then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 42.2.</p> <p data-bbox="580 1245 1423 1335">42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,</p> <ul style="list-style-type: none"> <li data-bbox="670 1370 1423 1532">(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</li> <li data-bbox="670 1568 1423 1626">(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below</li> <li data-bbox="670 1662 1423 1720">(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination</li> <li data-bbox="670 1756 1423 1845">(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and,</li> </ul>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors</p> <p>(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.</p> <p>Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>42.2.5 Subject to GCC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p>42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.</p> <p>If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.</p> <p>If such excess is greater than the sums due to the Contractor under GCC Sub-Clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>sums due to the Contractor under GCC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.</p> <p>The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p><b>42.3 Termination by Contractor</b></p> <p><b>42.3.1 If</b></p> <p>(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the country,</p> <p>then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.</p> <p><b>42.3.2</b> The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or</p>
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Clause No.	GENERAL CONDITIONS OF CONTRACT (GCC)
	<p>order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.</p> <p>42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately</p> <ul style="list-style-type: none"> <li>(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</li> <li>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii)</li> <li>(c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site</li> <li>(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 42.3.4, shall <ul style="list-style-type: none"> <li>(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination</li> <li>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors</li> <li>(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.</li> </ul> </li> </ul> <p>42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.</p> <p>42.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> WAGON TIPPLER, CONVEYING &amp;  CRUSHING PLANT PACKAGE  SECTION-IV (GCC) </div> <div style="width: 45%; text-align: right;"> PAGE  61 OF 62 </div> </div>

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		42.4	In this GCC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
		42.5	In this GCC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement.
43.	Assignment	43.1	The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
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## **SECTION - V**

### **SPECIAL CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT (SCC)****TABLE OF CLAUSES (SCC)**

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## SECTION - V

### SPECIAL CONDITIONS OF CONTRACT

*The following Special Conditions of Contract (SCC), Section-V, shall supplement/amend the General Conditions of Contract (GCC), Section-IV. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.*

**Name of Package :**            **Wagon Tippler, Conveying & Crushing Plant Package for Vindhyachal Super Thermal Power Project, Stage-III (2X500 MW)**

**Document No. :**            **CS-2240-155C-2**

Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
1.	Definitions (GCC Clause 1)	<p><b>The Employer is:</b></p> <p>Name of Employer            NTPC Limited, 6th Floor, Engg. Office Complex, Plot A-8A, Sector 24, Noida-201 301 Distt. Gautam Budh Nagar, State of U.P., India</p> <p>Telephone No.            0091-120 - 2596658/2596676</p> <p>Fax No.            0091-120 - 2410359/ 2410284/ 2410011</p> <p><b>The Project Manager is:</b></p> <p>Name of Project Manager            Executive Director</p> <p>Address of Project Manager            Vindhyachal Super Thermal Power Project P.O. Vindhyanagar Distt Sidhi (MP) - 486885</p> <p>Telephone No.            0091-07805-247710</p> <p>Tele. Fax No.:            0091-07805-247711</p> <p><b>The Adjudicator is :</b></p> <p>Adjudicator under the contract shall be Regional Executive Director (West).</p>
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
2.	Interpretation (GCC Clause 3) GCC 3.10	<p><b>Time for Completion :</b></p> <p>"Completion of the Facilities" shall be attained within 22 months from the date of Notification of Award.</p> <p>The words "Joint Venture or Consortium" in GCC Clause 3.10 stand deleted.</p>
3.	Settlement of Disputes (GCC Clause 6)  GCC 6.1.3  GCC 6.2.4    GCC 6.2.7 (i)	<p>Appointing Authority for Adjudicator : CMD, NTPC</p> <p>Appointing Authority for third Arbitrator :</p> <p>a) President, Institution of Engineers in case of an Indian Contractor.</p> <p>b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.</p> <p>Rules of procedure for arbitration proceedings:</p> <p>a) In case of a foreign contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p> <p>b) In case of an Indian Contractor, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Employer and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</p> <p>c) In case of a foreign collaborator/associate of the contractor, the arbitration proceedings shall be conducted in accordance with the United Nations Commission of International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p>
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
4.	GCC 6.2.7(ii)  Scope of Facilities (GCC Clause 7)  GCC 7.3	The Place for Arbitration shall be : New Delhi, India.  Prices of spares covered under Price Schedule No. 6 shall be kept valid for a period of six (6) months after the date of Notification of Award for main equipment and mandatory spares.
5.	Time for Commencement and Completion (GCC Clause 8)	Completion of facilities shall be 22 months from date of NOA.
6.	Securities (GCC Clause 13) GCC 13.4	Add a new GCC Sub-Clause 13.4 :-  <b>13.4 Security for Deed of Joint Undertaking</b>  In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, in addition to the Contract performance securities furnished by the Contractor, the associate(s)/collaborator(s) shall furnish, within twenty eight (28) days of the Notification of Award, separate unconditional Bank Guarantee(s) towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) specified in item no. 3.0 of Bid Data Sheets and with validity till such period as specified in the corresponding format for Deed of Joint Undertaking. However, in case of delay in completion of the defect liability period, the validity of Bank Guarantee(s) submitted towards faithful performance of Joint Deed(s) of Undertaking shall be extended by such period of delay.  The Bank Guarantee(s) shall be denominated in the currency or currencies of Contract and shall be as per the proforma provided in Section-VII (Forms and Procedures) - Form of Bank Guarantee by Associate/ Collaborator.
	GCC 13.5	Add a new GCC sub-clause 13.5 :  <b>13.5</b> The Bank Guarantees submitted towards Advance Payment Security, Contract Performance Security and
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
7.	Taxes & Duties (GCC Clause 14.2)	<p>Security for Deed of Joint Undertaking shall be essentially from any of the Banks listed at Annexure-I to Section-V (Special Conditions of Contract) of the bidding documents. In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India for due verification of signatures of the executant.</p> <p>The bank guarantee submitted from within India towards Advance Payment Security, Contract Performance Security and Security for Deed of Joint Undertaking shall be issued on a stamp paper of value as applicable in the State of the issuing Bank in India or the state of U.P. in India or the State from where the BG shall be operated, whichever is higher.</p> <p>Where a BG is issued by a Bank outside India also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated from Collector of stamps, within 3 months from the date of arrival of BG in India. Expenses incurred in this regard shall be recovered from the Contractor.</p> <p>Add the following at the end of the Sub-Clause</p> <p>(a) All taxes, duties and levies including entry tax/octroi (if any) in respect of all components, equipments and material to be despatched directly from the sub-vendor's works to NTPC Site shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer</p> <p>(b) All taxes, duties and levies in respect of local transportation &amp; insurance, port clearance, port charges, other local costs incidental to delivery of plant &amp; equipment including mandatory spares, civil construction works and erection and commissioning and also taxes, duties &amp; levies including entry tax as may be applicable on the materials used for such civil construction works and erection &amp; commissioning shall be to the contractor's account and and no separate claim in this regard will be entertained by the Employer.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC) <span style="float: right;">PAGE 4 OF 9</span>

Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
8.	<p>GCC 14.4</p> <p>Guarantee Tests and Operational Acceptance (GCC Clause 25)</p> <p>GCC 25.1.2 &amp; GCC 25.2.1</p>	<p>(c) Incidence of Service Tax &amp; Cess in respect of local transportation &amp; insurance, port clearance, port charges, other local costs incidental to delivery of plant &amp; equipment including mandatory spares, civil construction works and erection and commissioning, shall be to the contractor's account and included in the Contract Price as applicable on the date of seven (7) days prior to the last date of bid submission. However, financial implication if any on account of any change in the rate of service tax as applicable for direct transaction between the Employer and the contractor shall be to Employers account in line with the provision of GCC clause 14.4.</p> <p>Add the following at the end :</p> <p>Consequent to amendment in Income Tax Act, w.e.f. 1.4.2005, the TDS Certificate will not be issued by the Employer. The credit of TDS will be given by Income Tax Department as per details furnished by the Employer against your PAN. The Contractor shall be required to submit the PAN details to the Project Manager before the submission of the first bill.</p>
9.	<p>Completion Time Guarantee (GCC clause 26)</p> <p>GCC 26.2</p>	<p>The Guarantee test of the facilities (or part thereof, if applicable) shall be successfully completed within twelve (12) months of the date of completion of the respective Facilities.</p> <p><b>Applicable rate for liquidated damages :</b></p>
9.1.1		<p>Liquidated Damages for delay in successful completion shall be as under :</p> <p>a) If the Contractor fails to successfully achieve the "Completion of Facilities" within 22 months from the date of Notification of Award, the Contractor shall pay to the Employer as Liquidated Damages, and not as penalty, a sum calculated at the following rates :</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC)
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
9.1.2		<p>A sum of US \$ 13,808 (US Dollar Thirteen Thousand Eight Hundred and Eight only) or equivalent amount in Contract currencies, if different than US Dollar based on Bills Selling exchange rate of SBI prevailing as on the date of Notification of Award</p> <p>For each day of delay in Completion of facilities as per the scope of work of the Contractor under the Contract.</p> <p>The liquidated damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows :</p> <p>One half of the one percent (½%) of CIF/Ex-works price of delayed mandatory spares, per week or part thereof of delay, subject to maximum of five percent (5%) of the total CIF/Ex-works of all mandatory spares included in the scope of work of the Contractor under the contract.</p>
9.1.3		<p><b>Maximum deduction for liquidated damages:</b></p> <p>The total amount of liquidated damages for delay under the contracts will be subject to a maximum of five percent (5%) of the total contract price of First, Second and Third Contract (as applicable).</p>
10.	GCC 28	<p><b>Functional Guarantees :</b></p> <p>The words "Appendix-8 (Functional Guarantees)" appearing in the GCC Clause 28 and at any other places in bidding documents shall be read in conjunction with Technical Specifications, Section-VI of Bidding Documents.</p>
11.	New Clause	<p><b>Add a new GCC Clause 44 as below :</b></p> <p><b>Contractor Performance Feedback and Evaluation System</b></p> <p>The Employer has in place an establish 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Employer.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC)
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
12.	New Clause	<ul style="list-style-type: none"> <li>● Financial Status</li> <li>● Project Execution and Project Management Capability.</li> <li>● Engineering &amp; QA Capability</li> <li>● Claims &amp; Disputes</li> </ul> <p><b>Add a new GCC Clause 45 as below</b></p> <p><b>'Fraud Prevention Policy' :</b></p> <p>The contractor along with their associate/collaborator/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the 'Fraud Prevention Policy' of the Employer displayed on its tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a>.</p> <p>The Contractor alongwith their associate/collaborator/sub-contractors/sub-vendors/consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow any body else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
13.	GCC Cl. 18.6	<p>Add a new sub-clause 18.6 as below:</p> <p><b>Maintenance of Records of Weekly Progress Review Meetings at Site.</b></p> <p>The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall interalia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any and recovery program, specific hindrances to work and work instructions by Employer. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorized representative. These recordings shall be jointly signed by the Project Manager or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor".</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC)
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
14.	GCC Cl. 40	<p>Add a New Sub-Clause 40.4 as below:</p> <p><b>Documents for Consideration of Time Extension</b></p> <p>The following documents shall form the principal basis for consideration of Time Extension pursuant to GCC clause 40 with or without LD, levy of liquidated damages pursuant to GCC clause 26 and settlement of extra claims during the execution of contract:</p> <ol style="list-style-type: none"> <li>1. The joint recordings in the weekly meetings register</li> <li>2. Records of Technical Coordination Meetings.</li> <li>3. Records of Contract Review meetings.</li> <li>4. Written notices issued by the "Project Manager" or his authorized representative to Contractor in the relevant period.</li> </ol>
15.	Site Clearance (GCC Clause 22.6) GCC Clause 22.6.3	<p>Add a New sub-clause 22.6.3</p> <p><b>Disposal of Scrap</b></p> <p>"The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/waste/remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.</p> <p>The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.</p> <p>The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by the contractor as per proforma enclosed in Section-VII (Forms and Procedures). Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC)
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Special Conditions (SCC) No.	GCC Clause Ref, in any	Special Conditions
16.	GCC Clause 31.4	<p>Replace the provision of GCC Clause 31.4 with following Provision:</p> <p><b>Disposal of Surplus Material</b></p> <p>"Ownership of any Plant and Equipment in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities and Guarantee Test or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, Excise etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.</p> <p>The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of surplus material. The Indemnity Bond shall be furnished by contractor as per proforma enclosed in Section-VII (Forms and Procedures). Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer."</p>
17.	GCC Clause 21.3.1	<p>Add the following para at the end of GCC Clause 21.3.1</p> <p><b>Packing Material</b></p> <p>The Contractor shall ensure that all the plant and equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its installation. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor pursuant to GCC Clause 14.2) shall stand transferred to the Employer upon dispatch of the plant and equipment and endorsement of dispatch documents in favour of the Employer.</p>
VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW) BID DOCUMENT NO. CS-2240-155C-2		WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE SECTION-V (SCC)
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**THE BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE/  
PERFORMANCE GUARANTEE/OTHER SECURITIES CAN BE ACCEPTED**

**SCHEDULED COMMERCIAL BANKS**

**A. SBI and Associates**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Travancore

**B. Nationalised Banks**

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Baroda
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank

**ANNEXURE-I TO SPECIAL CONDITIONS OF CONTRACT**  
**PAGE 2 OF 3**

12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab & Sind Bank
15. Syndicate Bank
16. Union Bank of India
17. United Bank of India
18. UCO Bank
19. Vijaya Bank

**C. SCHEDULED FOREIGN BANKS**

1. Bank of America NA
2. BNP Paribas
3. Calyon Bank
4. Citi Bank N.A.
5. Deutsche Bank A.G.
6. The Hongkong and Shanghai Banking Corporation Ltd.
7. Standard Chartered Bank
8. Societe Generale
9. Barclays Bank
10. ABN Amro Bank N.V.
11. Bank of Nova Scotia

**ANNEXURE-I TO SPECIAL CONDITIONS OF CONTRACT**  
**PAGE 3 OF 3**

12. The Bank of Tokyo-Mitsubishi UFJ Ltd.
13. Development Bank of Singapore (DBS Bank Ltd.,)

**D. SCHEDULED PRIVATE BANKS**

1. ING Vysya Bank Ltd.
2. ICICI Bank Ltd.
3. HDFC Bank Ltd.
4. Axis Bank Ltd.
5. Yes Bank Ltd. (Upto 30.09.2010)
6. Karur Vysya Bank Limited (Upto 31.12.2010).
7. The Federal Bank Limited (Upto 30.11.2009).

**E. Other Public Sector Bank**

1. IDBI Ltd. (Upto 31.08.2009)

# ***NTPC Limited***

(A Government of India Enterprise)



## **VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW)**

### **BIDDING DOCUMENTS FOR WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE**

### **SECTION - VII (PART 1 OF 2)**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**

# ***NTPC Limited***

(A Government of India Enterprise)



## **VINDHYACHAL SUPER THERMAL POWER PROJECT STAGE-III (2X500 MW)**

### **BIDDING DOCUMENTS FOR WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE**

### **SECTION - VII (PART 1 OF 2)**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

## TABLE OF FORMS AND PROCEDURES

Sl.No.	Description
1.	Bid Form and Price Schedules
2.	Bid Security Form - Bank Guarantee
2a.	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture - <b>NOT APPLICABLE</b>
2b.	Bid Security Form - Letter of Credit
3(a).	Form of Notification by the Employer to the Bidder
3(b).	Form of Sight Draft
4.	Form of Notification of Award
5.	Form of Contract Agreement
6.	Performance Security Form
6a.	Performance Security Form in case of Contract awarded to Joint Venture - <b>NOT APPLICABLE</b>
7(i).	Bank Guarantee Form for Advance Payment (Supply-FOB/Ex-works)
7(ii).	Bank Guarantee Form for Advance Payment (Installation Services)
7(iii).	Bank Guarantee Form for Advance Payment in case of contract awarded to Joint Venture <b>(NOT APPLICABLE)</b>
8.	Form of Completion Certificate
9.	Form of Operational Acceptance Certificate
10.	Form of Trust Receipt
11.	Forms of Indemnity Bond (3 Nos.)
12.	Form of Authorisation Letter
13.	Forms of Deed of Joint Undertaking
14.	Form of Bank Guarantee by Associate/Collaborator
15.	Form of Joint Venture Agreement - <b>NOT APPLICABLE</b>
16.	Form of Bank Guarantee Verification Check List
17.	Form of Validity Extension of Bank Guarantee

- 1. BID FORM AND  
PRICE SCHEDULES**

BID FORM

Date : .....

Name of Contract : **Wagon Tippler, Conveying & Crushing Plant Package for  
Vindhyachal Super Thermal Power Project, Stage-III (2X500MW)**

To  
Contract Services (III)  
NTPC Limited,  
Noida - 201301

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. CS-2240-155C-2, including subsequent amendments ..... and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Guarantee Test) the facilities under the above-named Contract in full conformity with the said Bidding Documents for the sum of (excluding all taxes & duties indicated by us in Schedule-7) :

.....  
(Amount in Foreign Currency in Words)

.....  
.....(.....)  
(Amount in Foreign Currency in Figures)

and

.....  
(Amount in Local Currency in Words)

.....  
.....(.....)  
(Amount in Local Currency in Figures)

or such other sums as may be determined in accordance with the terms and conditions of the Contract.



**2.0 Attachments to the Bid form :**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form :

- (a) Attachment 1 : Bid Security in the form of .....  
(Please fill in the alternative chosen) for a sum of .....

.....  
(Name of currency and amount in words & figures) valid for a period of 225 days from the date set for opening of bids. As required, the Attachment-1 (i.e. Bid Security) has been furnished in a separate sealed envelope.

- (b) Attachment 2 : A power of attorney duly authorised by a Notary Public indicating that the person(s) signing the bid has/have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause No.13.

- (c) Attachment 3 : The documentary evidence establishing in terms of Section ITB 8.3 (c) & (e) and Item No. 3.0 of Bid Data Sheets that we are qualified to perform the Contract if our bid is accepted. The qualification data has been furnished as per your format enclosed with the bidding documents.

**@ The required Deed(s) of Joint Undertaking signed by us and our Collaborator(s)/Associate(s) have also been furnished as per your format.**

- (d) Attachment 4 : The documentary evidence establishing in accordance with ITB Clause 2 that the facilities offered by us are eligible facilities and conform to the Bidding Documents, has been furnished as Attachment 4. Moreover, a list of Special Tools & Tackles to be furnished by us, the cost of which is included in our Bid Price, is enclosed as per your format as Attachment 4A.

- (e) Attachment 5 : The details of all major items of services or supply which we propose subletting giving details of the name and nationality of the proposed sub-contractors/sub-vendors for each item.

- (f) Attachment 6 : The variations & deviations from the requirements of the General Conditions of Contract, Bid Data Sheet and other commercial conditions, Technical Specification and Drawings in your format enclosed with the Bidding Documents, indicating, inter alia, the cost of withdrawal of the variations and deviations indicated therein.

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@ Delete if not applicable.

Attachment 6A : Certificate regarding acceptance of Important conditions confirming that no deviation have been taken by us to the requirement of provisions relating to clauses mentioned in ITB clause 21.5. Further, the above certificate is enclosed in a separate envelope.

- (g) Attachment 7 : The details of Alternative Bid made by us indicating the complete Technical Specifications, the Bid Price for the Alternative Bid and the Deviation to contractual and commercial conditions.
- (h) Attachment 8 : The details of local representation as per your format enclosed in the Bidding Documents.
- (i) Attachment 9 : The declaration regarding the deemed export benefits considered in our bid as per your format enclosed in the Bidding Documents.
- (j) Attachment 10 : The Declaration on the Guaranteed Values of parameters and also the declaration on demonstration parameters, as per Format at enclosed in the Bidding Document.
- (k) Attachment 10A : Declaration on the Guaranteed Values of parameters and also the declaration on demonstration parameters for alternative bid.  
**(NOT APPLICABLE)**
- (l) Attachment 11 : List of Erection Tools & Equipments which we propose to bring to site in case the Contract is awarded to us.
- (m) Attachment 12 : Technical Data Sheets duly filled in as per your format given in separately bound book entitled "Technical Data Sheets" enclosed as Part of Technical Specification of the bidding documents.
- (n) Attachment 13 : Details as per your format, of bought out items to be directly despatched by our sub-vendor \*/ and our assignee's sub-vendor (applicable for foreign bidder) to your site.
- (o) Attachment 14 : Quality Assurance Programme containing the overall quality management & procedures which we propose to follow during various phases of execution of the Contract.
- (p) Attachment 15 : Additional Information provided by us.

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**\* Strike out if not applicable.**

- (q) Attachment 16 : Milestone schedule alongwith master network showing the timing and sequence of all key activities necessary for successful completion of the contracts and giving the important milestone for each.
- (r) Attachment 17 : Price Adjustment Data filled in by us.
- (s) Attachment 18 : Details of Equipment and Mandatory Spares to be imported from Associate/Collaborator by the manufacturer or the bidder.
- (t) Attachment 19 : Electronic Fund Transfer Form filled in by us.
- (u) Attachment 20 : Form of Acceptance of Fraud Prevention Policy.

**3.0 PRICE SCHEDULE :**

3.1 In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your proforma :

Schedule No. 1	Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from Abroad.
Schedule No. 2	Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied/ manufactured within the Employer's Country.
Schedule No. 3	Local Transportation including Port handling, Port clearance, Port charges, Inland insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares
Schedule No. 4	Installation Services including Erection Works, Civil and Structural Steel and Allied Works, Insurance covers other than inland transit insurance and other services as specified in the bidding documents
Schedule No. 5	Grand Summary (Schedules Nos. 1 to 4)
Schedule No. 6	Recommended Spare Parts
Schedule No. 7	Taxes and Duties applicable on Ex-works (India) price component (Schedule-2) in respect of direct transaction between the Bidder and Employer, not included in bid price
Schedule No. 8A	Break up of Type Tests charges quoted in Schedule-1

Schedule No. 8B

Break up of Type Tests charges quoted in  
Schedule-2

- 3.2 We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.
- 3.3 We declare that as specified in the General Conditions of Contract (Clause 11.2), prices quoted by us in the Price Schedules shall be subject to adjustment in accordance with Appendix-2 (Price Adjustment) to the Contract Agreement.
- 3.4 We understand that in the price schedule, where there are errors between the total of the amounts given under the column for the Price Breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly. We further understand that where there is discrepancy between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.
- 3.5 We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.
- 4.0 We confirm that except as otherwise specifically provided, our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor, our assignee and our assignee's sub-contractor/sub-vendor (if applicable, in case of foreign bidders) or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.
- 4.1 We understand that notwithstanding 4.0 above, you shall bear and promptly pay/reimburse all custom and import duty, if imposed in future, on the Plant and

Equipment including Mandatory Spares to be supplied from abroad and specified in Schedule No.1 (and on recommended spare parts to be supplied from abroad and specified in Schedule No.6, if awarded) to be incorporated into the Facilities, by the Indian Laws. However, we understand that if we choose to ship the equipment in Shipper's Containers, then the custom duty levied on the cost of such empty Containers shall not be borne by you and shall be borne and payable/reimbursable by us.

- 4.2 We further understand that notwithstanding 4.0 above, you shall also bear and pay/reimburse to us/our Assignee (if applicable, in case of foreign bidder) Sales Tax (but not the surcharge in lieu of Sales Tax), local tax including entry tax, octroi (if applicable) and other levies in respect of the direct transactions between you and us/our Assignee (if applicable, in case of foreign bidder), if imposed on the Plant and Equipment including Mandatory Spares supplied / manufactured within the Employer's country and specified in Schedule No.2 (and also on locally supplied recommended spares quoted in Schedule No. 6, if awarded) to be incorporated in to the Facilities, by the Indian Laws.

100% of applicable Taxes and Duties (other than the custom duty payable as in 4.1 above) which are payable by the Employer under the Contract shall be reimbursed by the Employer to the Contractor after receipt of equipment/spares at site and on production of satisfactory documentary evidence by the Contractor.

- 4.3 We confirm that we (or our Assignee, if applicable in case of Foreign Bidders as per para 5.1 below) shall get registered with the concerned Sales Tax Authorities in the State where the project is located.
- 4.4 We confirm that no tax (including Entry Tax/Octroi), duty or levy in any form shall be payable by you for the bought out items which are despatched directly by our sub-vendor/our assignee's sub-vendor (if applicable, in case of foreign bidder) as Ex-works (India) supplies (as referred in para 5.0 below) to the project site. However, you will issue requisite Sales Tax declaration forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities. The minimum value of such items is indicated in Attachment No.13.
- 4.5 We confirm that all taxes, duties and levies in respect of local transportation & insurance, port clearance, port charges, other local costs incidental to delivery of plant & equipment including mandatory spares, civil construction works and erection and commissioning and also taxes, duties & levies including entry tax as may be applicable on the materials used for such civil construction works and erection & commissioning shall be to the contractor's account and so separate claim in this regard will be entertained by the Employer.

**5.0 CONSTRUCTION OF THE CONTRACT**

5.1<sup>@</sup> We (applicable to foreign bidders) declare that we have studied GCC Clause 3.6 relating to mode of contracting and we are making this proposal with a stipulation that you shall award us three separate Contracts viz 'First Contract' for CIF (Indian port-of-entry) supply of plant and equipment including mandatory spares to be supplied from abroad, 'Second Contract' for Ex-works (India) supply of domestically manufactured plant and equipment including mandatory spares and 'Third Contract' for providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee Tests in respect of all the equipments supplied under the First Contract & the Second contract and all other services as specified in the Contract Documents.

We declare that the award of three contracts will not, in any way, dilute our responsibility for successful operation of Plant and Equipment and fulfillment of all the obligations as per Bidding Documents and that all the three Contracts will have a crossfall breach clause i.e. a breach in one Contract will automatically be construed as breach of the other Contracts which will confer on you the right to terminate the other Contracts also at our risk and cost.

Further, we hereby propose M/s..... as our Assignee for the purpose of executing the \*Second Contract / \*Third Contract / \*both Second and Third Contract (\*Strike off whichever is not applicable) and written unequivocal consent of the above mentioned proposed Assignee to work as your independent Contractor on the same terms and conditions as offered by us to you in this bid proposal is also enclosed with the Bid Form. We declare that for the scope of work envisaged by us in our bid to be executed by our Assignee, the Assignee has relevant/required capacity and experience of executing similar job. Relevant/required documents are enclosed in the bid to establish capacity and experience of the Assignee. The Assignee shall directly enter into Contract(s) with you and all the three Contracts shall contain the aforesaid cross-fall breach clause.

If the Employer in its judgement does not find acceptance of Assignee proposed in the bid as its Contractor, then on the request of the Employer, we shall have option to propose alternate Assignee, in line with ITB Clause 28.4, on the same terms and conditions and cost as offered in our bid. However, if Assignee, despite his written consent, fails to enter into contract with the Employer or if the Employer in its judgement does not find acceptance of Assignee as its Contractor, then we undertake to enter into and execute all the three Contracts with

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<sup>@</sup> **Domestic Bidders to strike off Clause 5.1 above.**

the Employer covering the entire scope of work envisaged in the bidding documents on the same terms and conditions and cost as offered in our bid, inter alia, containing the aforesaid cross-fall breach clause. In such an event, the overall financial liability of the Employer under the Contracts shall, however, not exceed that envisaged in our Bid Proposal.

Further, we understand and agree that for the above purpose, only one Assignee shall be permitted.

- 5.2<sup>@</sup> We (applicable to Domestic Bidders only) declare that we have studied GCC Clause 3.6 relating to mode of contracting for Domestic Bidders and we are making this proposal with a stipulation that you shall award us three separate Contracts viz. 'First Contract' for CIF (Indian port of entry) supply of plant and equipment including mandatory spares to be supplied from abroad, 'Second Contract' for Ex-works (India) supply of domestically manufactured plant and equipment including mandatory spares and 'Third Contract' for providing all the services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee Tests in respect of all the equipments supplied under the 'First Contract' and the 'Second Contract' and all other services as specified in the Contract Documents. We declare that the award of three separate Contracts will not in any way dilute our responsibility for successful operation of plant and equipment and fulfillment of all the obligations as per Bidding Documents and that all the three Contracts will have cross-fall breach clause i.e. a breach in one contract will automatically be construed as breach of the other Contracts which will confer on you the right to terminate the other Contracts also at our risk and cost.

**6.0 Important Conditions**

- 6.1 We have read the provisions of following clauses and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the stipulations of these clauses, as specified in the bidding documents, are acceptable to us and we further confirm that we have not taken any deviation to any of these clauses anywhere in the bid :

- a) Governing Laws (Clause 5 of GCC, Section-IV).
- b) Settlement of Disputes (Clause 6 of GCC, Section-IV).
- c) Terms of Payment (Clause 12 of GCC, Section-IV).
- d) Performance Security (Clause 13.3 of GCC, Section-IV).
- e) Performance Security for Deed of Joint Undertaking (Clause 13.4 of GCC, Section-IV and Clause no. 6 of SCC, Section-V).
- f) Taxes & Duties (Clause 14 of GCC, Section-IV).

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**@ Foreign Bidders to strike off Clause 5.2 above.**



- g) Completion Time Guarantee (Clause 26 of GCC, Section-IV).
- h) Defect Liability (Clause 27 of GCC, Section-IV).
- i) Functional Guarantees (Clause 28 of GCC, Section-IV).
- j) Patent Indemnity (Clause 29 of GCC, Section-IV).
- k) Limitation of Liability (Clause 30 of GCC, Section-IV).
- l) Price Adjustment (Appendix-2 to Form of Contract Agreement, Section-VII).

**We have also furnished the certificate regarding acceptance of Important Conditions as per the format provided in Attachment-6A in a separate sealed envelope. We further fully understand that in the absence of above certificate in a separate sealed envelope, our bid shall be rejected and shall be returned unopened.**

- 6.2 We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-6 save those pertaining to any rebates offered, shall not be given effect to.
- 7.0@ We declare that we have quoted the plant and equipment including spares to be supplied from abroad on CIF (Indian port-of-entry) basis. We confirm that we are seeking qualification on the basis of association/collaboration with the manufacturer(s) of particular equipment(s). We further confirm that the plant and equipment including mandatory spares, which shall be imported from the associate's/collaborator's country by the manufacturer or by us, have been listed in Attachment-18 to Bid Form and the price of these equipment and mandatory spares have been included in the total CIF (Indian port-of-entry) price quoted by us in Schedule-1.
- 8.0 We undertake, if our bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Guarantee Tests within the time specified in the Bidding Documents.
- 9.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities including that our collaborator(s)/associate(s) (if applicable) and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 10.0 We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares contained in our Bid shall remain valid for a period of 6 months after placement of Notification of Award for main equipment and mandatory spares.

**@ Bidder to strike out whichever is not applicable.**



- 11.0 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
-----	-----	-----
-----	-----	-----
-----	-----	-----

**(if none, state "none")**

- 12.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 13.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 14.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this.....day of.....200.....

Thanking you, we remain,

Yours faithfully,

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Business Address :

Country of Incorporation (Province also to be indicated) :

Fax No. :

Phone No. :

**Note** : 1. Bidders may note that no prescribed proforma has been enclosed for :

(a) Attachment 2 (Power of Attorney)

(b) Attachment 4, (For documentary evidence establishing that the facilities offered are eligible facility and conform to bidding documents.) However, the proforma for Special tools & tackles have been enclosed as Attachment - 4A.

(b) Attachment 7 (Alternate Bids)

For Attachments 2, 4 and 7, Bidders may use their own proforma for furnishing the required information with the Bid.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**BID SECURITY**

**BIDDER TO FURNISH BID SECURITY IN LINE WITH  
ITB CLAUSE 12 AND AS PER FORMAT GIVEN  
AT SL. NO. 2/2a/2b OF SECTION VII (FORMS & PROCEDURES)**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**POWER OF ATTORNEY**

**BIDDER TO ATTACH THE POWER OF ATTORNEY  
IN ACCORDANCE WITH CLAUSE 2.0 (b) OF BID FORM**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Qualification Data)**

Bidder's Name and Address : To  
Contract Services (III),  
NTPC Limited  
Noida - 201301

Dear Sirs,

We seek qualification under Clause 8.3 (c) & 8.3 (e) of Section ITB and Item No. 3.0 of Bid Data Sheet and our qualification data in support thereof is enclosed in the following Attachments:

1. Attachment 3A : Experience Details of Bidder
2. Attachment 3B : Details of Financial Capacity Status
3. Attachment 3C : Details of manufacturing and testing Capabilities
4. Attachment 3D : Details of manufacturing capacities & Plant Loading
5. Attachment 3E : Present order book position
6. Attachment 3F : Past Performance Data
7. Attachment 3G : Data regarding Key Construction Personnel
8. Attachment 3H : Manpower Loading Data
9. Attachment 3I : Deed of Joint Undertaking (if applicable)
10. Attachment 3J : Detail regarding Project Management Organisation

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid :

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common Seal).....

**Note :** 1. The Bidder shall enclose relevant documents like copies of authentic purchase order, completion certificates, agreements etc. supporting the details/data provided in Attachments - 3A to 3J.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Experience List of Bidder-Applicable to all Bidders)**

Bidder's Name and Address :

To  
Contract Services (III)  
NTPC Limited,  
Noida - 201301

**Dear Sirs,**

**Sub :** Qualifying Requirements for the Coal Handling Plant Package.

1. To satisfy the requirements of Item 3.0 of Bid Data Sheets (BDS), Section-III, we furnish the following details :

\* We M/s.....(Bidder) have filled in the requisite Qualifying Requirement (QR) details in line with requirements of Clause No. 3.1.1(a)\* / 3.1.1(b)\* and 3.1.2(i) & 3.1.2(ii), of Item 3.0 of BDS, Section-III, in Attachment-3A which establishes our meeting the QR. \*Further in line with requirement of Clause no. 3.1.1(b) of Item 3.0 of BDS, Section-III we have filled in Attachment-3A (ii) (b) qualifying requirement details of M/s..... (Design Agency) for meeting requirement of Clause no. 3.1.1(b) of Item 3.0 of BDS, Section-III which establish our meeting the QR.

\* We M/s.....(Bidder) have filled in the requisite Qualifying Requirement (QR) details in line with requirements of Clause Nos. 3.1.1(a)\* / 3.1.1(b)\*, and \*3.1.2(i) / \*3.1.2(ii) of Item 3.0 of BDS, Section-III, in Attachment-3A. Further, In line with requirements of Clause No. 3.1.3 of Item 3.0 of BDS, Section-III we have filled in **Attachment-3A1** qualifying requirement (QR) details of M/s ..... (Associate) for meeting requirements of clause no. \*3.1.2 (i) & (ii) / \*3.1.2(i) / \*3.1.2(ii) of Item 3.0 of BDS, Section-III, which establishes our meeting QR. Further in line with requirement of Clause No. 3.1.1(b) of item 3.0 of BDS, Section-III. We have filled in Attachment-3A(ii)(b) Qualifying Requirement details of M/s..... (Design Agency) for meeting requirement of Clause No. 3.1.1(b) of Item 3.0 of BDS, Section-III which establish our meeting the QR.

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\* **Bidder to strike out whichever is not applicable.**

**I. Applicable to bidder meeting QR as per Clause No. 3.1.1, and Clause No. 3.1.2 of Item 3.0 of Bid Data Sheets (BDS), Section-III**

To satisfy the requirement of Clause No. 3.1.1, and Clause No. 3.1.2 of Item 3.0 of Bid Data Sheets (BDS), Section-III, we give below the details :

**A. Qualifying Requirement details as per Clause 3.1.1(a) or 3.1.1(b) of Item 3.0 of Bid Data Sheets (BDS), Section-III. (Also applicable to bidder who does not meet QR as per Clause No. 3.1.2 of Item 3.0 of BDS, Section-III and has Collaborated/Associated as per Clause No. 3.1.3 of item 3.0 of BDS, Section-III).**

**(i). A(i) is applicable to bidder meeting QR as per Clause No. 3.1.1(a) of Item 3.0 of Bid Data Sheets (BDS), Section-III**

**(A)(i)** In accordance with Clause No. 3.1.1(a) of Item 3.0 of BDS, Section-III, we confirm that we have designed, manufactured/got manufactured, erected and commisisoned at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) including all associated structural steel works and electrical works of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity, which is in successful operation for at least one (1) year as on date of bid opening. The details of the qualifying plant are as under :

- |    |  |   |          |
|----|--|---|----------|
| 1. | Name of the client   | : | .....    |
| 2. | Complete address of Client<br>with name of contact person(s),<br>Fax and Tel No. | : | .....    |
| 3. | Name & Location of the Plant   | : | .....    |
| 4. | Contract / Order No. & Date  | : | .....    |
| 5. | Date of commissioning  | : | .....    |
| 6. | Conveying and crushing<br>capacity (in Metric tonnes/hour)                       | : | .....    |
| 7. | Materials handled alongwith<br>its bulk density                                  | : | .....    |
| 8. | Whether the System is in operation<br>as on date of bid opening                  |   | Yes*/No* |
| 9. | No. of years of successful operation<br>as on date of bid opening                |   | .....    |

---

**\* Please strike out whichever is not applicable.**

10. Whether bidder's scope included
- |                      |          |
|----------------------|----------|
| (a) Design           | Yes*/No* |
| (b) Manufacturing    | Yes*/No* |
| (c) Got Manufactured | Yes*/No* |
| (d) Erection         | Yes*/No* |
| (e) Commissioning    | Yes*/No* |
11. Whether the scope of work included all associated civil & structural steel and Electrical Works : Yes\*/No\*
12. Client's certificate & other relevant documents enclosed at Annexure..... to this Attachment-3A in support of:
- |  |            |
|--|------------|
| (i) Details sought at item Nos. 3 thru 11 above.   | : Yes*/No* |
| (ii) Successful operation of above Plant for at least one (1) year as on date of bid opening | : Yes*/No* |

**(ii). A(ii)(a) & A(ii)(b) is applicable to bidder meeting QR as per Clause No. 3.1.1(b) of Item 3.0 of Bid Data Sheets (BDS), Section-III**

**(A)(ii)(a)** In accordance with Clause No. 3.1.1(b) of Item 3.0 of BDS, Section-III, we confirm that we have designed, manufactured/got manufactured, erected / supervised erection and commisisoned/supervised commisisoning at least one number of integrated bulk material handling plant (essentially comprising of conveying) of at least 1000 Metric tonnes per hour rated capacity or above for coal/other minerals, which is in successful operation for at least One (1) year as on date of bid opening. The details of the qualifying plant are as under :

- |   |   |       |
|---|---|-------|
| 1. Name of the client   | : | ..... |
| 2. Complete address of Client with name of contact person(s), Fax and Tel No. | : | ..... |
| 3. Name & Location of the Plant   | : | ..... |
| 4. Contract / Order No. & Date  | : | ..... |
| 5. Date of commissioning/Supervised commissioning:                            | : | ..... |

\* Please strike out whichever is not applicable.



6. Conveying capacity (in MTPH) : .....
7. Materials handled alongwith its bulk density : .....
8. Whether the System is in operation as on date of bid opening Yes\*/No\*
9. No. of years of successful operation as on date of bid opening .....
10. Whether bidder's scope included
- (a) Design Yes\*/No\*
  - (b) Manufacturing Yes\*/No\*
  - (c) Got Manufactured Yes\*/No\*
  - (d) Erection Yes\*/No\*
  - (e) Supervised Erection Yes\*/No\*
  - (f) Commissioning Yes\*/No\*
  - (g) Supervised Commissioning Yes\*/No\*
11. Client's certificate & other relevant documents enclosed at Annexure..... to this Attachment-3A in support of:
- (i) Details sought at item Nos. 3 thru 10 above. : Yes\*/No\*
  - (ii) Successful operation of above Plant for at least One (1) years as on date of bid opening : Yes\*/No\*
- 

**\* Bidder to strike out whichever is not applicable.**

**(A)(ii)(b)**

Further, in accordance with Clause No. **3.1.1(b)** of Item 3.0 of BDS, Section-III, we confirm that we have Collaborated / Associated with M/s .....(Name of Design Agency), who have designed at least one number integrated bulk material handling plant (essentially comprising of conveying and crushing) of 1000 Metric tonnes per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening. The details of the qualifying plant are as under :

- |     |  |   |           |
|-----|--|---|-----------|
| 1.  | Name of the client   | : | .....     |
| 2.  | Complete address of Client with name of contact person(s), Fax and Tel No.   | : | .....     |
| 3.  | Name & Location of the Plant   | : | .....     |
| 4.  | Contract / Order No. & Date  | : | .....     |
| 5.  | Date of commissioning  | : | .....     |
| 6.  | Conveying and crushing capacity (in Metric tonnes/hour)  | : | .....     |
| 7.  | Materials handled alongwith its bulk density   | : | .....     |
| 8.  | Whether Associate/ Collaborator's Scope included Design  |   | Yes*/No*  |
| 9.  | (i) Prime Contractor & Client's certificate and other relevant documents enclosed at Annexure..... to this Attachment-3A in support of Details sought at item Nos. 3 thru 8 above. |   | Yes*/No*  |
|     | (ii) Successful operation of above Plant for atleast one (1) year as on date of bid opening  |   | Yes*/No*  |
| 10. | Whether Deed of Joint Undertaking as per Format enclosed in the Bidding Documents enclosed with the Bid at Annexure..... to this Attachment-3A                                     | : | *Yes / No |

\* \_\_\_\_\_

Bidder to strike out whichever is not applicable.

- (B) In accordance with clause no. 3.1.2 of Item 3.0 of BDS, Section-III, we have executed the following works within preceeding seven (7) years as on date of bid opening.

**(ia) Basement type structures**

1. Name of client & full address, contact person(s), fax no.and tel no.
2. Name & address of Project where civil work of qualifying job was executed
3. (a) Order No. & date of order  
(b) Date of completion of civil works
4. Whether executed \* Yes/No
5. Scope of work
  - Type of structure
  - Size of basement
  - Depth of basement
  - Dewatering method used
  - Name & Address of the agency responsible for dewatering
  - Water proofing methods used
  - Name & Address of the agency responsible for water proofing
6. Period of execution of work as at (5) above from..... to .....

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\* Bidder to strike out whichever is not applicable.

7. Client's certificates & other relevant documents enclosed at Annexure..... to this Attachment-3A in support of :
- (i) Details sought at items 3 & 4 above \*Yes / No
  - (ii) Scope of work as sought at item (5) above \*Yes / No
  - (iii) Period of execution of work as sought at item (6) above \*Yes / No

**Industrial Buildings**

- 1. Name of client and address, contact person(s), Fax No. and Tel. No.
- 2. Name & address of Project where civil work of qualifying job was executed
- 3.
  - (a) Order No. & date of order
  - (b) Date of completion of civil works
- 4. Whether executed \* Yes/No
- 5. Scope of work :
  - a) Industrial building type
  - b) Details of finishing works executed
- 6. Period of execution of as at (5) above
- 7. Client's certificates & other relevant documents enclosed at Annexure..... to this Attachment-3A in support of :
  - (i) Details sought at items 3 & 4 above \*Yes / No

- (ii) Scope of work as sought at item (5) above \*Yes / No
- (iii) Period of execution of work as sought at item (6) above \*Yes / No

(ib) **Details of minimum 10,000 cu.m. of reinforced cement concrete work in any one (1) year in a single contract.**

Contract

1. Name of client & address, contact person(s), Fax No. and Tel. No.
2. Name & address of Project where civil work of qualifying job was executed
3. (a) Order No. & Date of order  
(b) Date of completion of civil work
4. Whether executed \* Yes/No
5. Scope of work
6. Quantity of concreting done in a period of one year (in cu.m.)
7. Period for execution of above work as at (6) above from .....to.....
8. Client's certificates & other relevant documents enclosed at Annexure..... to this Annexure-3A in support of :
  - (i) Details sought at item 3 to 5 above \*Yes/No
  - (ii) Details sought at item 6 to 7 above \*Yes/No

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Contract

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**(ii) Details of minimum 1500 MT of fabrication and erection of steel structures in a period of any one (1) year in a single contract.**

1. Name of client with full address, contact person(s), Fax No. and Tel. No.
2. Name and address of project where structural steel work of qualifying job was executed
3. (a) Order No. & date of order  
(b) Date of completion of structural steel works for the above project
4. Whether executed \* Yes/No
5. Scope of work
6. Quantity of fabrication & erection of structural steel done in a period of one (1) year
  - a) Fabrication (in MT)
  - b) Erection (in MT)
7. (a) Period of fabrication of work as at 6 (a) above from ..... to .....  
(b) Period of erection of work as at 6 (b) above from ..... to .....

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\* Bidder to strike out whichever is not applicable.

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Contract

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8. Client's certificates & other relevant documents enclosed at Annexure..... to this Attachment-3A in support of :

(i) Details sought at items 3 to 5 above \*Yes / No

(ii) Details sought at item 6 to 7 above \*Yes / No

Notes: i) If the qualifying work is completed in the seven (7) year period specified above even if it has been started earlier, the same will also be considered as meeeting the qualifying requirements.

ii) The word "executed" means bidder or his associate should have achieved the criteria specified in the above QR even if the total contract is not completed/closed.

iii) The one (1) year period means any continuous twelve (12) months period.

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Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Note : Bidder to furnish details of Qualifying Requirements in accordance with Item 3.0 of BDS.

Bidder's seeking qualification under clause 3.1.1, 3.1.2, 3.1.3 & 3.1.4 of Bid Data Sheet (BDS), Section-III would fill up the relevant portions of the qualification data in this attachment and strike out whichever is not applicable clearly mentioning in the struck portion as to where the relevant data of Associate(s)/Collaborator(s) has been filled.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Experience Details of Associate for Civil & Steel Structural / Civil /  
Steel Structural Works)**

Bidder's Name and Address :

To  
Contract Services (III)  
NTPC Limited,  
Noida - 201301

**Sub** : Coal Handling Plant Package.

Dear Sir,

We confirm that we, M/s ..... (name of bidder) have associated with M/s ..... (name of associate) as per the requirement of Clause **3.1.3** of Item 3.0 of BDS, Section-III as per details given below:

In accordance with clause no. 3.1.2 of Item 3.0 of BDS, Section-III, our Associate have executed the following works within preceeding seven (7) years as on date of bid opening.

**\*(i.a) Basement type structures**

1. Name of client & full address,  
contact person(s), Fax No.  
and Tel. No.
2. Name & address of Project  
where civil work of qualifying  
job was executed
3. (a) Order No. & Date of order  
  
(b) Date of completion of  
civil works
4. Whether executed \* Yes/No
5. Scope of work
  - Type of structure
  - Size of basement
  - Depth of basement

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**\* Bidder to strike out whichever is not applicable.**



- Dewatering method used
  - Name & Address of the agency responsible for dewatering
  - Water proofing methods used
  - Name & Address of the agency responsible for water proofing
6. Period of execution of work as at (5) above from..... to .....
7. Client's certificates & other relevant documents enclosed at Annexure..... to this Attachment-3A2 in support of :
- (i) Details sought at items 3 & 4 above \*Yes / No
  - (ii) Scope of work as sought at item (5) above \*Yes / No
  - (iii) Period of execution of work as sought at item (6) above \*Yes / No

**Industrial Buildings**

- 1. Name of client and address, contact person(s), Fax No. and Tel. No.
- 2. Name & address of Project where civil work of qualifying job was executed
- 3. (a) Order No. & Date of order  
(b) Date of completion of civil works
- 4. Whether executed \* Yes/No

5. Scope of work :
- a) Industrial building type
  - b) Details of finishing works executed
6. Period of execution of  
as at (5) above
7. Client's certificates & other  
relevant documents enclosed at  
Annexure..... to this  
Annexure-3A2 in support of :
- (i) Details sought at items  
3 & 4 above \*Yes / No
  - (ii) Scope of work as sought  
at item (5) above \*Yes / No
  - (iii) Period of execution of work  
as sought at item (6) above \*Yes / No

(i.b) **Details of minimum 10,000 cu.m. of reinforced cement concrete work in  
any one (1) year in a single contract.**

-----  
Contract  
-----

- 1. Name of client & address,  
Contact Person(s), Fax. No  
& Tel. No.
- 2. Name & address of  
Project where civil work  
of qualifying job was  
executed
- 3. (a) Order No. & Date of order  
(b) Date of completion of  
civil work
- 4. Whether executed \* Yes/No

-----  
\* Bidder to strike out whichever is not applicable.

-----  
Contract  
-----

5. Scope of work
6. Quantity of concreting done in a period of one year (in cu.m.)
7. Period for execution of above work as at (6) above from .....to.....
8. Client's certificates & other relevant documents enclosed at Annexure..... to this Attachment-3A2 in support of :
- (i) Details sought at item 3 to 5 above \*Yes / No
- (ii) Details sought at item 6 to 7 above \*Yes / No
- @9. Whether Deed of Joint Undertaking enclosed with the bid at Annexure.... to this Attachment-3A2. \*Yes / No**

-----

\* Bidder to strike out whichever is not applicable.

@ Bidders seeking qualification under clause 3.1.4 of item 3.0 of Bid Data Sheets, Section-III are required to enclose Deed of Joint Undertaking as per Format enclosed in the Bidding Documents.

- (ii) Details of minimum 1500 MT of fabrication and erection of steel structures in a period of any one (1) year in a single contract.

-----  
Contract  
-----

1. Name of client with full address, contact person(s), Fax No. and Tel. No.
2. Name and address of project where structural steel work of qualifying job was executed
3. (a) Order No. and date of order  
(b) Date of completion of structural steel works for the above project
4. Whether executed \* Yes/No
5. Scope of work
6. Quantity of fabrication & erection of structural steel done in a period of one (1) year
  - a) Fabrication (in MT)
  - b) Erection (in MT)
7. (a) Period of fabrication of work as at 6 (a) above from ..... to .....  
(b) Period of erection of work as at 6 (b) above from ..... to .....
8. Client's certificates & other relevant documents enclosed at Annexure..... to this Annexure-3A2 in support of :
  - (i) Details sought at items 3 to 5 above \*Yes / No

(ii) Details sought at item  
6 to 7 above

\*Yes / No

**@9. Whether Deed of Joint Undertaking  
enclosed with the bid at Annexure...  
to this Attachment-3A2.**

**\*Yes / No**

- Notes :**
- i) If the qualifying work is completed in the seven (7) years period specified above even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.
  - ii) The word "executed" means bidder or his associate should have achieved the criteria specified in the above QR even if the total contract is not completed/closed.
  - iii) The one (1) year period means any continuous twelve (12) months period.

-----

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

\* Bidder to strike out whichever is not applicable.

**@ Bidders seeking qualification under clause 3.1.4 of item 3.0 of Bid Data Sheets, Section-III are required to enclose Deed of Joint Undertaking as per enclosed in the Bidding Documents.**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details pertaining to Financial Qualification of the bidder  
as per Item No. 3.2.1(i) of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

- (A) In terms of Clause 3.2.1, we confirm that our average annual turnover in the preceding three (3) financial years as on date of bid opening is not less than INR ..... millions (Indian Rupees .....million only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements.

Sl.No.	Financial Year	Amount in Bidder's Currency	Amount in Rs. (Million)	Exchange Rate as on seven (7) days prior to date of bid opening
1.	2006 - 2007			
2.	2007 - 2008			
3.	2008 - 2009			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Bid Opening.			
5.	We have enclosed Audited financial statements for the last 3 financial years		Yes*/No*	

\* Bidder to strikeoff whichever is not applicable.

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**(Details pertaining to Financial Qualification of the Civil Associate  
(as applicable) as per Item No. 3.2.1(ii) (a) of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

- (B) In terms of Clause 3.2.1(ii) (a), we confirm that average annual turnover of our civil Associate..... in the preceding three (3) financial years as on date of bid opening is not less than INR 353 millions (Indian Rupees Three Hundred and Fifty Three million only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements.

Sl.No.	Financial Year	Amount in Bidder's Currency	Amount in Rs. (Million)	Exchange Rate as on seven (7) days prior to date of bid opening
1.	2006 - 2007			
2.	2007 - 2008			
3.	2008 - 2009			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Bid Opening.			
5.	We have enclosed Audited financial statements for the last 3 financial years		Yes*/No*	

\* Bidder to strikeoff whichever is not applicable.

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**(Details pertaining to Financial Qualification of the Steel Structural Associate  
(as applicable) as per Item No. 3.2.1(ii) (b) of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

- (C) In terms of Clause 3.2.1(ii) (b), we confirm that average annual turnover of our Steel Structural Associate..... in the preceding three (3) financial years as on date of bid opening is not less than INR 180 millions (Indian Rupees One Hundred and Eighty million only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements.

Sl.No.	Financial Year	Amount in Bidder's Currency	Amount in Rs. (Million)	Exchange Rate as on seven (7) days prior to date of bid opening
1.	2006 - 2007			
2.	2007 - 2008			
3.	2008 - 2009			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Bid Opening.			
5.	We have enclosed Audited financial statements for the last 3 financial years		Yes*/No*	

\* Bidder to strikeoff whichever is not applicable.

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common seal).....



**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details pertaining to Financial Qualification of the bidder  
as per Item No. 3.2.2 to 3.2.3 of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited  
Noida - 201301

**(A) For Bidders to meet requirement of Item No. 3.2.2 & 3.2.3 of Bid Data Sheet**

- a) We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 25% of its paid-up share capital.

The Details are as under :

Sl. No.	Description	As on last day of the preceding financial year
1.	Paid-up Share Capital	
2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	
4.	Documentary evidence like Audited financial statements for the last 3 financial years* in support of above is enclosed at Annexure..... to this Attachment-3A-4	
5.	Since we are not able to furnish our audited financial statements, on stand alone entity basis, we are submitting the following documents for substantiation of our Qualification :	
	(a) Copies of unaudited uncon- solidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure..... to this Attachment 3A-4.	

Sl. No.	Description	As on last day of the preceding financial year
---------	-------------	---

- (b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the Company, is enclosed as per the format at Appendix-A to this Attachment-3A-4.

\* In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

**B. For Bidders meeting requirement of Item No. 3.2.4 of Bid Data Sheet**

- (a) Since net worth of our company as on the last day of the preceding financial year is less than 25% of its paid-up share capital, we give below the following details of our holding company, whose net worth as on the last day of the preceding financial year is atleast equal to or more than the paid-up share capital of the holding company.

Sl. No.	Description	As on last day of the preceding financial year
---------	-------------	---

1. Name and Address of the holding Company
2. Paid-up Share Capital of the holding company
3. Net Worth of the holding company
4. %age of Net worth to Paid-up Share Capital of the holding company.

---

Sl. No.	Description	As on last day of the preceding financial year
---------	-------------	---

---

5. A Letter of Undertaking from the holding company supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the bidder in case of award, is enclosed as per the format at Appendix-B to this Attachment-3A-4. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Attachment-3A-4.
6. Documentary evidence like Annual Report/Audited Financial Statements together with relevant schedules for the last preceding financial year/ certification of financial statements from a practicing Chartered Accountant etc. in respect of Holding Company in support of above is enclosed at Annexure..... to this Attachment-3A-4

---

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details pertaining to Financial Qualification of the bidder  
as per Item No. 3.2.5 & 3.2.6 of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

**(A) For Bidders to meet requirement of Item No. 3.2.5 of Bid Data Sheet**

We hereby confirm that unutilised line of credit for fund based and non fund based limits with cash & bank balances including fixed deposits of our company, duly certified by the bankers as on a date not earlier than 15 days prior to the date of bid opening, is not less than INR 409 million (Indian Rupees Four Hundred and Nine Million only) or in equivalent foreign currency.

The Details are as under :

Sl. No.	Description	Amount in Indian Rupees or in equivalent foreign currency* as on ..... (The date must not be earlier than 15 days prior to the date of bid opening)
---------	-------------	---

- |    |  |  |
|----|--|--|
| 1. | Sanctioned Line of credit  |  |
| 2. | Utilised Line of credit  |  |
| 3. | Unutilised Line of credit  |  |
| 4. | Certificate from the Bankers in<br>respect of unutilised Line of credit<br>limit as above is enclosed at<br>Annexure..... to this Attachment-3A-4. |  |

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common seal).....

- Note :** (1) \* In case of currency other than Indian Rupees, indicate the exchange rate considered. The exchange rate should be as prevailing on 7 (seven) days prior to date of bid opening.
- (2) In case certificates from more than one bank are submitted, the certified unutilized limit shall be of the same date from all such banks.

**(B) For Bidders meeting the requirement of Item No. 3.2.6 of Bid Data Sheet**

Since another company of the group acting as the Treasury Centre is responsible for Treasury Management of the Bidder having combined credit / guarantee limit for the whole group, we are furnishing the following documents :

---

Sl. No.	Description
---------	-------------

---

- |     |  |  |
|-----|--|--|
| (1) | Banker's certificate regarding the unutilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed deposits available to the Treasury Centre   | Enclosed at Annexure.....<br>to this Attachment-3A-4 |
| (2) | Certificate from Treasury Centre certifying that out of the limits certified by the bankers at (1) above, Bidder shall have access to the line of credit of a level not less than Rs.409 Million   | Enclosed at Annexure.....<br>to this Attachment-3A-4 |
| (3) | In proof of (2) above, Letter of Undertaking from Treasury Centre alongwith resolution passed by the Board of Directors of the holding company, pledging unconditional & irrevocable financial support for the execution of the Contract by the bidder in case of award, in enclosed as per the format at Appendix-C to this Attachment-3A4. |  |

---

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details pertaining to Financial Qualification of the bidder  
as per Item No. 3.2.6 of the Bid Data Sheet)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

- (A) Since the unutilised line of credit for fund based & non-fund based limits of our company are not meeting the requirements of Item No. 3.2.6 of BDS, a comfort letter from our Banker(s) [one of the bankers\* specified in the bidding documents] unequivocally stating that in case we are awarded the contract, the Bank would enhance line of credit for fund based & non-fund based limits to a level not less than the specified amount to us or to the Treasury Management Centre (as the case may be) is enclosed at Annexure..... to this Attachment-3A-4.

-----

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common seal).....

**Note :** \* Comfort letter shall be essentially from any of the Banks listed at Annexure-I to Section-V (SCC).

**APPENDIX-A  
TO ATTACHMENT - 3A-2**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO  
OF THE HOLDING COMPANY IN ACCORDANCE WITH  
ITEM NO. 3.2.3(ii) OF BDS  
(To be submitted by Bidder alongwith the Bid)**

Ref. : Date :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sir,

- 1.0 I, M/s..... (CEO of the company / CFO of the company)\*,  
declare that M/s..... (Name of the Bidder) is the Holding Company  
of M/s..... (Name of the Holding Company)
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial  
statements submitted in respect of the bidder as part of the bid reference  
no..... dated..... have been considered for the purposes of the  
finalisation of Consolidated financial statements of the Holding Company as part of  
the Annual Reports.
- 3.0 I further, certify that the figures in the unaudited unconsolidated financial statements  
are true and correct and same have been duly reflected in the audited consolidated  
financial statements and/or Annual Report of the Holding Company.

Yours faithfully,

(Signature)

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

**APPENDIX-B  
TO ATTACHMENT - 3A-2**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**PROFORMA OF LETTER OF UNDERTAKING**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**[To be executed by the Holding Company Supported by  
Board Resolution and submitted by the Bidder alongwith the Bid,  
in case financial support is being extended by the Holding Company  
to the Bidder for meeting the stipulated Financial Qualifying  
Requirement as per Item No. 3.2.4 of Bid Data Sheet)**

Ref. :

Date :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sir,

1.0 We, M/s..... declare that we the holding company of M/s..... (Name of the Bidder and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package ..... (Name of the package) for ..... (Name of the Project) under bid reference no..... dated ..... and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 3.2.4 of Bid Data Sheet.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.



**APPENDIX-B**  
**TO ATTACHMENT - 3A-2**

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by NTPC.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

(Signature of Authorised Signatory)  
on behalf of the Holding Company)

Witness :

- (1) .....
- (2) .....

Name & Desigation.....

Name of the Holding Company.....

Seal of Holding Company.....

**APPENDIX-C  
TO ATTACHMENT - 3A-2**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**PROFORMA OF LETTER OF UNDERTAKING**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**[To be executed by the Treasury Centre and submitted by the  
Bidder alongwith the Bid, in case financial support is being  
extended by the Treasury Centre to the Bidder for meeting the stipulated  
Financial Qualifying Requirement as per Item No. 3.2.6 of Bid Data Sheet)**

Ref. :

Date :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sir,

1.0 We, M/s..... (Name of the Treasury Centre), declare that we are the Treasury Centre of M/s..... (Name of the Bidder)

M/s..... (Name of the Bidder) proposes to submit the bid for the package ..... (Name of the package) for ..... (Name of the Project) under bid reference no. .... dated ..... and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 3.2.6 of Bid Data Sheet.

2.0 We hereby undertake that we hereby pledge our unconditional and irrevocable financial support for the execution of the said package to M/s ..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s ..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

**APPENDIX-C  
TO ATTACHMENT - 3A-2**

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by NTPC.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

(Signature of Authorised Signatory)  
on behalf of the Treasury Centre)

Witness :

(1) .....

Name & Desigation.....

(2) .....

Name of the Treasury Centre.....

Seal of Holding Company.....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Experience List of Bidder/His Sub Vendor - Applicable to all the Bidders)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

We, hereby furnish the data regarding sourcing of Coal Sampling System from a manufacturer/supplier who has engineered and supplied Two (2) numbers of Coal sampling systems for sampling Coal/other Bulk mineral from conveyor of 1000 MTPH and above and working successfully for two years as on date of bid opening.

S. No.	Item Description	Station-I	Station-2
--------	------------------	-----------	-----------

**A. COAL SAMPLING UNIT**

- (i) Name of the Station and location
- (ii) Client and Address. and Fax No.
  - email id
  - website address
- (iii) Name of the manufacturers & address
- (iv) Date of commission of the Coal Sampling Unit
  - (a)
  - (b)

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Experience List of Bidder/His Sub Vendor - Applicable to all the Bidders)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

We, hereby furnish the data regarding sourcing of rotaside wagon tipplers from a manufacturer / supplier who has supplied minimum two (2) nos. of rotaside wagon tippler suitable for tipping Indian Railway Wagons used for transportation of coal or other minerals which are in successful operation at least for a minimum period of two (2) years as on date of bid opening.

S.No.	Item Description	Station-1	Station-2
-------	------------------	-----------	-----------

**A. WAGON TIPPLER**

- (i) Name of the Station and location
- (ii) Client and Address. and Fax No.
  - email id
  - website address
- (iii) Name of the manufacturers & address
- (iv) Date of commission of the Wagon Tippler
  - (a)
  - (b)

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Experience List of Bidder/Consulting agency - Applicable to all the Bidders)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

We hereby furnish the data regarding Civil & Structural design agency who should have designed the civil & steel structural work associated with at least one bulk material handling plant and structures like Track Hopper, Wagon tippler, underground tunnels etc. within the preceding seven (7) years, reckoned as on date of bid opening.

S.No.	Item Description	Station-I	Station-2
<b>I. BULK MATERIAL HANDLING PLANT</b>			
(1)	Name of client/clients & full address, contact person(s), Fax No. and Tel.No.		
(2)	Name and address of project/projects for which the qualifying job was executed.		
(3)	(a) Order No. & date (b) Date of completion of design work		
(4)	Scope of work - Steel structures - Concrete structures		
(5)	Total duration of the work	From.....	To.....
(6)	Client's certificates enclosed at Annexure..... to this attachment	Yes/No	
	- 3A7 in support of		
	- Details sought at items 3 to 5		

S.No.	Item Description	Station-I	Station-2
II.	<b>WAGON TIPPLER, UNDERGROUND TUNNEL ETC.</b>		
(1)	Name of client/clients & full address, contact person(s), Fax No. and Tel.No.		
(2)	Name and address of project/projects for which the qualifying job was executed.		
(3)	(a) Order No. & date  (b) Date of completion of design work		
(4)	Scope of work  - Steel structures  - Concrete structures		
(5)	Total duration of the work	From.....	To.....
(6)	Client's certificates enclosed at Annexure..... to this attachment  - 3A7 in support of  - Details sought at items 3 to 5	Yes/No	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)**

**BID DOCUMENT NO. CS-2240-155C-2**

(Financial Capacity Status of Bidder and/or  
wherever applicable, his Associate/Collaborator)

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

---

A) Orders in Hand

---

i) Total value of  
Contracts

ii) Value of work  
completed out of  
above value  
upto March 2008

iii) Value of anticipated  
work to be done in  
the following  
Financial Years :

2009 - 2010

2010 - 2011

2011 - 2012

2012 - 2013

2013 - 2014

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- B) Bidder's assessment of maximum negative cash flow (fund requirement) at any point of time between Notification of Award and completion of contract based on specified terms of payment and his expenditure plan for equipment being offered by bidder for this package.

- C) Arrangement to meet the above fund requirement.
- |  | <u>Own Funds</u> | <u>Credit</u> | <u>Others</u> | <u>Total</u> |
|--|------------------|---------------|---------------|--------------|
|--|------------------|---------------|---------------|--------------|

- D) Gross Turnover of Company during:

Year ending - March 2005

Year ending - March 2006

Year ending - March 2007

Year ending - March 2008

Year ending - March 2009

- E) Balance Sheet and Profit & Loss Account duly certified by a Chartered Accountant for the last 5 years is to be submitted.

Enclosed at Annexure .....  
to this Attachment-3B

- F) Declaration by Bankers or the Chartered Accountant regarding :

- i) Bank Guarantee Limits sanctioned and unutilised available.

Enclosed at .....

- ii) Over Draft Limits/Cash Credit Limits

Enclosed at .....

- |      |  |                   |
|------|--|-------------------|
| iii) | Deferred payment limits.   | Enclosed at ..... |
| iv)  | Fixed Deposits   | Enclosed at ..... |
| v)   | Movable Property<br>Hypothecation.<br>(Please state the present<br>utilisation status also).   | Enclosed at ..... |
| G)   | Information regarding any<br>current litigation in which<br>the Bidder is involved, the<br>parties concerned, the<br>disputes and the disputed<br>amount if any. | Enclosed at ..... |

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

- Note :**
1. The above attachment shall be filled-up by the bidder for **himself** and for each **Associate/Collaborator** being proposed by the bidder in his bid.
  2. Continuation sheets of like size and format, may be used and annexed to this Attachment if required.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

(Details of Design, Engineering, Manufacturing and Testing Capabilities of  
Bidder and/or wherever applicable, his Associate/Collaborator)

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

- (1) We hereby confirm that we do not anticipate change in ownership during proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined). The relevant document for the same is enclosed at Annexure..... to this Attachment-3C.
- (2) Furnish adequate detailed write up on
- |       |   |   |  |
|-------|---|---|--|
| (i)   | Design and Engineering Organisation and facilities/ capabilities.   | : | Enclosed at Annexure..... to this Attachment-3C  |
| (ii)  | Manufacturing & Testing Organization and facilities available.  | : | Enclosed at Annexure ..... to this Attachment-3C |
| (iii) | Field Organisation and resources for erection, testing & commissioning etc.   | : | Enclosed at Annexure ..... to this Attachment-3C |
| (iv)  | Quality Assurance Organisation and capabilities for Engg., manufacturing & field installation.  | : | Enclosed at Annexure ..... to this Attachment-3C |
| (v)   | Confirmation that the Bidder does not anticipate a change in ownership during the proposed period of executing work (if such change is anticipated the scope & effect thereof shall be defined as per clause 8.3(c) of ITB. | : | Enclosed at Annexure ..... to this Attachment-3C |

- (3) Additional details (if any) in respect  
of manufacturing & testing facilities

-----

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common Seal).....

- Note : 1 The above attachment shall be filled up by the bidder for **himself**  
and for **each Associate/Collaborator** being proposed by the Bid-  
der in his bid and relevant details shall be furnished.
2. Continuation sheets of same size and format may be used by the  
Bidder and annexed to this Attachment, if required.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details of Manufacturing Capacities/Plant Loading of the Bidder  
and Associate(s)/Collaborator(s) / Sub-Contractors, wherever applicable)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

We hereby furnish below the details of our installed capacities and work in hand to establish spare capacity for completion of work under this package.

[illegible]

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
----	----	----	----	----	----	----	----	----	-----	-----

- F) Shortfall,  
if any
- G) Alternative  
arrangements  
to make up  
for this short  
fall

-----

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :** Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annnexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Present Order Book Position)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Sl. No.	Client	Order Value	No. of Units & Unit size	Date of Order	Present Status		% work completed Engg./ Manufact- uring/ Erection	Completion of supply		Completion of Erection testing & commissioning		Reason for delay (if any)
					Sch- edule	Actual/ Expec- ted		Sch- edule	Actual/ Expec- ted	Sch- edule	Actual/ Expected	

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Common seal).....

- Note :**
- The above attachement shall be filled up by the bidder for himself and for each of the Associate/Collaborator/Sub-Contractor being proposed by the bidder in his bid.
  - Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Past Performance Data)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Details of Similar Equipment Commissioned/Supplied in last ten years :

Sl. No.	Client Name & Address	Date of order	Unit size & No. of Units	Date of Comple- tion of Supplies		Date of Completion of Erection, Testing & Commissioning		Order Value	Reason for Delay (if applicable)
				Sche- dule	Actual	Schedule	Actual		

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

- Note :**
1. The above Attachment shall be filled up by the bidder for **himself** and for each Associate/Collaborator/Sub-Contractor being proposed by the bidder in his bid.
  2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.



**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Data regarding key construction personnel)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

The qualification and experience of key constructional personnel proposed for administration and execution of the contract at site are as follows:

Sl.No.	Name	Qualification	Position/Designation	Experience
--------	------	---------------	----------------------	------------

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :** 1. This Attachment shall be filled by the bidder for **himself and for each associate/collaborator being proposed by the bidder** in his bid.

2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Manpower loading data)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

We declare that our manpower loading during execution of the contract will be as follows :

No. of months	1	2	3	4	5	6	7	8	9	10.....	36
from the date of Notification of Award											

Labour (Category)

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

- Note:**
1. The above Attachment shall be filled by the bidder for **himself and for each associate/collaborator being proposed by the bidder** in his bid.
  2. Continuation sheets of like size & format may be used if required and annexed to this Attachment.
  3. List of category of labour will be given by the Bidder.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**JOINT DEED(S) OF UNDERTAKING**

**Bidder to furnish Joint Deed(s) of Undertaking in line with Qualifying Requirements specified in item no. 3.0 of Bid Data Sheets and as per format (whichever applicable) enclosed at sl. no. 13 of Section-VII (Forms and Procedures) of the Bidding Documents. The requirement Joint Deed(s) of Undertaking shall be enclosed with this Attachment-3I.**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(DETAILS REGARDING PROJECT MANAGEMENT ORGANISATION)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sirs,

1.0 In line with Clause No. ITB 8.3 (c)(v), we furnish below the details in support of adequate project management organisation:

-----

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

\* Bidder to use their own format for above details

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

**BIDDER TO ATTACH DOCUMENTARY EVIDENCE ESTABLISHING IN ACCORDANCE  
WITH CL. NO. 2.0 (d) OF BID FORM THAT THE FACILITIES OFFERED ARE ELI-  
GIBLE FACILITIES AND CONFORM TO THE BIDDING DOCUMENTS.**

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(List of Special Maintenance Tools & Tackles)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles are already included in the lumpsum bid price.

Notwithstanding what is stated above we further confirm that any additional special maintenance tools and tackles required for the equipment supplied under this package shall be furnished by us at no extra cost to the Employer.

S.No.	Description of Equipment	Description of Tools & Tackles	Unit	Qty.
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Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :** Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details of Proposed Sub-contractors/Sub-Vendors)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sirs,

The details of all items of services or supply which we propose to sublet, giving details of the name and nationality of the proposed Sub-Contractor/Sub Vendor for each item, are given below : -

S.No.	Supply/Service	Unit	Qty.	Name, Address & Nationality of proposed Sub-Contractor/ Sub-Vendor
-------	----------------	------	------	--

Date : (Signature).....

(Printed Name).....

Place : (Designation).....

(Common Seal) .....

- Note : 1. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.
2. Bidder shall attach letters of intent with the sub-contractors/sub-vendors so as to confirm their participation.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Deviations)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sirs,

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the bidding documents for Wagon Tippler, Conveying & Crushing Plant Package for Vindhyachal Super Thermal Power Project, Stage-III (2X500 MW). The deviations and variations stated in this Attachment-6 to our bid are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment-6. We shall withdraw the deviations proposed by us in this Attachment-6 at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Attachment-6 to our bid, the entire work shall be performed as per specifications and conditions of the bidding documents without any extra cost to the Employer, irrespective of any mention to the contrary anywhere else in the bid, failing which our bid may be rejected and bid security forfeited.

Further, we agree that additional condition, deviation, if any, found in the bid / proposal documents other than those stated in this Attachment 6, save those pertaining to any rebates offered, shall not be given effect to.

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/Vari- ations/Exceptions	Cost of withdrawal
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A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :



Date : (Signature).....

Place : (Printed Name) .....

(Designation).....

(Common Seal) .....

Note : Continuations sheets of like size and format may be used as per Bidder's requirements and annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**PROFORMA OF CERTIFICATE REGARDING  
ACCEPTANCE OF IMPORTANT CONDITIONS**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Sub : Wagon Tippler, Conveying & Crushing Plant Package for Vindhyachal Super Thermal Power Project, (2 X 500 MW).

1.0 With reference to our Bid Proposal No..... dated..... for Wagon Tippler, Conveying & Crushing Plant Package for Vindhyachal Super Thermal Power Project, Stage-III (2 X 500 MW), Bid Document No. CS-2240-155C-2, we hereby confirm that we have read the provisions of the following clauses and further confirm that not withstanding anything stated elsewhere to the contrary, the stipulation of these clauses of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) are acceptable to us, and we have not taken any deviation to these clauses:

- |     |  |   |                                   |
|-----|--|---|-----------------------------------|
| (a) | Governing Laws                                     | - | Clause 5 of GCC, Section - IV     |
| (b) | Settlement of Disputes                             | - | Clause 6 of GCC, Section - IV     |
| (c) | Terms of Payment                                   | - | Clause 12 of GCC, Section - IV    |
| (d) | Performance Security                               | - | Clause 13.3 of GCC, Section - IV  |
| (e) | Performance Security for Deed of Joint Undertaking | - | Clause 13.4 of GCC, Section - IV  |
| (f) | Taxes and Duties                                   | - | Clause 14 of of GCC, Section - IV |
| (g) | Completion time Guarantee                          | - | Clause 26 of GCC, Section - IV    |
| (h) | Defects Liability                                  | - | Clause 27 of of GCC, Section - IV |
| (i) | Functional Guarantees                              | - | Clause 28 of GCC, Section - IV    |

- (j) Patent Indemnity - Clause 29 of GCC, Section - IV
- (k) Limitation of Liability - Clause 30 of GCC, Section - IV
- (l) Price Adjustment - Appendix - 2 to the form of Contract Agreement (Section-VII)

2.0 We further confirm that any deviation to the above clauses at S.No. (a) through (l) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NTPC, failing which the bid security may be forfeited.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :The above certificate is to be submitted in a separate sealed envelope. In the absence of this certificate in a separate sealed envelope, the bid shall be rejected and shall be returned unopened.**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Information Relating to Alternative Bid)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

BIDDER TO USE THEIR OWN PROFORMA FOR FURNISHING THE REQUIRED INFORMATION WITH THE BID FOR THE ALTERNATIVE BID PROPOSED BY HIM, IN ACCORDANCE WITH CLAUSE NO. 2.0 (g) OF BID FORM.

-----  
Date : (Signature).....

Place : (Printed Name) .....

(Designation).....

(Common Seal) .....

Note : Continuation sheets of like size and format may be used as per Bidders requirements and annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details in respect of Local Agent)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301

Dear Sir,

We furnish below the following information in respect of our local agent :

(i) Name and address of the local agent

.....  
.....  
.....

(ii) Services to be rendered by the local agent

.....  
.....  
.....

-----

Date : (Signature).....

Place : (Printed Name) .....

(Designation).....

(Common Seal) .....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Declaration regarding Deemed Export Benefits)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301.

Dear Sir,

1. We confirm that we are solely responsible for obtaining the deemed export benefits which we have considered in our bid in respect of Ex-works (India) price quoted in Schedule-2 and in case of failure to receive such benefits, Employer will not compensate us in any manner whatsoever.
2. We understand that in case **the space for indicating the CIF value of import content is left blank or statement / any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated** by us in para 3(A) below, in such cases our CIF value of import content in the bid shall be considered as "**NIL**" for the purpose of evaluation of bids and issuance of relevant certificate for claiming the deemed export / custom duty benefits. We further understand that no claim in this regard shall be entertained by the Employer.
3. We are furnishing below the information required by the Employer for issue of relevant Certificates in terms of the Foreign Trade Policy of the Govt. of India:
  - (A) \*CIF Value of import content in the Ex-works (India) price quoted in Schedule-2 pertaining to supplies to be made by the Bidder / Assignee (if applicable in case of foreign bidder) sub-contractors/sub-vendor(s) of the Bidder/Assignee in bid currency

-----  
-----  
-----

\* Please state the currency and fill in the amount in figures and words

- (B) (i) Name of the sub-contractor(s)/sub-vendor(s) of Bidder / Assignee (if applicable, in case of foreign bidder) who shall supply the goods and whose name is to be included in the Main Contract

-----  
-----  
-----

- (ii) Description and quantity of the goods to be supplied by the above sub contractor(s)/sub-vendors

Sl.No.	Description of item to be supplied	Quantity	Value
--------	------------------------------------	----------	-------

- (iii) Value of import content of supply to be made by the sub-contractor(s)/sub vendor(s) of Bidder / Assignee

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Note :

- (i) Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.
- (ii) Bidders to note that the Plant & Equipment including mandatory spares quoted on CIF basis under Schedule-1, which are to be imported by the Employer directly, should not be included in the value of import content indicated in this attachment. The value of import content to be indicated in this attachment shall be only in respect of Ex-works (India) price quoted in Schedule-2.
- (iii) The CIF price of construction equipment shall not be included in this Attachment, it shall be quoted separately in Attachment-9A.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Declaration regarding Customs Duty Benefits for Import of Construction  
Equipment under Chapter 98.01 of Customs Tariff Act)**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
Noida - 201301.

Dear Sir,

1. We confirm that we are solely responsible for obtaining the customs duty benefits for import of construction equipment which we have considered in our bid and in case of failure to receive such benefits, Employer will not compensate us in any manner whatsoever.
2. **We further confirm that we will not claim for adjustment in Contract Price on account of variation in or withdrawal of Customs Duty Benefits for Import of Construction Equipment**
3. We are furnishing below the information required by the Employer for issue of relevant Certificates in terms of the Customs Act & Notification of the Govt. of India :
  - (A) \*CIF Value of Construction Equipment to be imported by the Bidder/Assignee (if applicable in case of foreign bidder) including sub-contractor(s) of the Bidder/Assignee in bid currency

.....  
.....  
.....

\* Please state the currency and fill in the amount in figures and words

We further confirm that aforesaid CIF value has not been included in Attachment-9.



**(B) Description and quantities of the Construction Equipment to be imported by the Bidder/Assignee/Sub-contractor(s) for deployment to site under the Package.**

Sl.No.	Description of Construction Equipment	Quantity
1.	Bidder	
2.	Assignee	
3.	Sub-Contractor(s)	

3. We confirm that the construction equipment being imported as above at 'B' shall be deployed at the Project Site for the purpose of Package as per bidding document no. CS-2240-155C-2.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Note : (i) Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Guarantee Declaration)**

Bidder's Name and Address : To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sir,

We declare that the ratings and performance figures of the equipments furnished by us under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, you may at your discretion accept the equipment/system after assessing the Liquidated Damages as specified at in Section-VI (Technical Specification) of the Bidding Documents or reject the equipment/system and recover the payments already made.

<b>A.</b>	<b>Coal Conveying Paths</b>	<b>Guaranteed Capacity</b>
-----------	-----------------------------	----------------------------

**(i) Flow Path I (Direct Stream) :**

Apron feeders AF-1 & AF-2 taking feed of incoming coal from Wagon Tipplers WT-1 & WT-2 and discharging crushed coal onto extended conveyor 21 of Stage-II including all intermediate Conveyors and equipment.	1400 Metric TPH
---	-----------------

<b>(ii) Conveyor 37 A/B</b>	1400 Metric TPH
<b>(iii) Conveyor 38 A/B</b>	1400 Metric TPH
<b>(iv) Conveyor 39 A/B</b>	1400 Metric TPH
<b>(v) Mobile Belt Feeder at Crusher House</b>	
(a) MBF-1	1400 Metric TPH
(b) MBF-2	1400 Metric TPH
<b>(vi) Apron Feeder Below Wagon Tiplers (WT-1 &amp; WT-2)</b>	
(a) AF-1	1200 Metric TPH
(b) AF-2	1200 Metric TPH

**B. MAJOR EQUIPMENTS**

**GUARANTEED CAPACITY**

(i) Vibrating screening feeders	1400 Metric TPH
(ii) Crushers	1400 Metric TPH
(iii) Wagon tiplers	20 Tips per hour

**C. POWER CONSUMPTION**

I. Total power consumption at the switchgear terminals, at the Guaranteed (rated) capacity of Plant i.e. at 1400 MTPH is as under (for evaluation purpose):

<b>(i) All Conveyors corresponding to single stream</b>	
(a) Conv. 37 A/B (1400 MTPH)	.....KW

- (b) Conv. 38 A/B (1400 MTPH) .....KW
- (c) Conv. 39 A/B (1400 MTPH) .....KW
- (d) Movable Belt Feeder MBF 1/2  
(1400 MTPH) .....KW

**Sub Total (Power Consumption for Conveyors)**

(i) (a+b+c+d) = .....KW

**(ii) Major Equipments**

- (a) Vibrating Screening feeder drive  
motors (1 No.) .....kW
- (b) Crusher drive motors (1 No.) .....kW
- (c) Wagon tippler with side arm charger  
(2 no.) .....kW
- (d) Apron feeder (2 no.) .....kW

**Sub Total (Power Consumption for  
Major equipment**

(ii) [a+b+c+d] = .....kW

**Total Power Consumption at Guaranteed  
(rated) capacity to be considered for**

**Evaluation purposes** C (I) [ (i) + (ii) ] = .....kW

II. Path-wise Guaranteed Power Consumption to be considered for L.D. purpose during Guarantee Tests at rated capacity.

POWER CONSUMPTION IN KW

	Direct Path I in KW
Conv. 37 A/B	
Conv. 38 A/B	
Conv. 39 A/B	
Movable Belt Feeders	
Crusher	
Vibrating screening feeder	
Wagon tippler WT-1/2 with SAC	
Apron Feeder AF-1 / AF-2	
<b>Guaranteed Total Power consumption (KW)</b>	

- Note :** 1) The Liquidated Damages for excess power consumption shall be levied separately and independently for individual flow paths.
- 2) The Power Consumption of all the conveyor drives and equipment as mentioned under sl.no. C.II for LD purposes shall be identical to the Power Consumption of various conveyor drives and equipments as mentioned under sl.no. C.I (for evaluation purposes),.
- 3) In case of any discrepancy between the power figures indicated at item C II of Attachment-10 for various conveyors / major equipment for different paths and that indicated at item C.I. of Attachment 10, the figures indicated at item C.I. of Attachment-10 shall prevail.
- 4) Further, in case of any discrepancy between the Guaranteed Total Power Consumption for conveying paths indicated at item C II of Attachment 10 and the figure worked out by adding the power figures indicated for various conveyors/major equipment for that particular path, the latter shall prevail.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Schedule of Erection Tools & Plant)**

Bidder's Name and Address : To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We indicate herein below the erection equipment we have in our possession and the equipment we propose to bring to the Site, in case the contract is awarded to us.

Sl. No.	Type and Description of the Equipment	Minimum Quantity of major T&P to be deployed	Number the Bidder has in possession	Number the Bidder proposes to bring to the site
(1)	(2)	(3)	(4)	(5)
1.	Excavator	2		
2.	Dumpers	9		
3.	Dozers	2		
4.	Dewatering Pumps	12		
5.	Concrete batching plant 20 cu.m. hr.	1		
6.	Transit Mixers (4 Cu.m. capacity)	3		
7.	Concrete mixers	2		
8.	Concrete pumps	1		
9.	Vibrators	25		
10.	Theodolite	1		

(1)	(2)	(3)	(4)	(5)
11.	Welding transformers	8		
12.	Welding generators	20		
13.	Crane (75 T capacity)	1		
14.	Hydra (8T capacity)	2		
15.	Trailer 10T capacity	1		
16.	Electric Winch (5T)	4		
17.	300CFM Compressor	1		
18.	Levelling instrument	2		
19.	Testing pump	2		
20.	Water tanker	1		
21.	Grouting injection pump	2		
22.	Shuttering steel	5000 sq.m.		
23.	Shuttering plywood	900 sq.m.		
24.	Scaffolding pipes	3000 Nos.		
25.	Portable drilling M/c	2		
26.	AG-7	10		
27.	Hand cutting set	5		
28.	Gantry crane 10M span & 15T capacity	1		
29.	Chain pulley block			
	1 T capacity	5		



(1)	(2)	(3)	(4)	(5)
	2 T capacity	4		
	10T capacity	2		

We hereby confirm that the quantity and type of Certain tools and equipment, we will employ for construction/erection, will not be less than those listed above and agree to bring more equipment, if so warranted, in the opinion of the Project Manager. Our proposed construction/erection equipment utilisation plan indicating utilisation dates and time duration of all major erection and construction equipment placed on site, is enclosed at Annexure ..... to this Attachment

Date : (Signature).....

Place : (Printed Name) .....

(Designation).....

(Common Seal) .....

**Note** : Continuation sheets of like size and format may be used as per Bidder's requirements and shall be annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Technical Data Sheet)**

**Format for this Attachment 12 is enclosed as Part-F (Technical Data Sheet) of Technical Specification, Section-VI of the bidding documents. Bidders are required to fill in the Technical Data as per the format and submit alongwith bid as Attachment - 12.**

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

**(Bought out items to be directly despatched by Sub-Vendors to site)**

Bidder's Name and Address :

To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We declare that the following are the details of plant and equipment including mandatory spares to be directly despatched from the works of our sub-contractor/sub-vendor @ and from the works of sub-contractor/sub-vendor of our Assignee (applicable for foreign bidders) to Project Site.

All taxes, duties and levies payable (including Entry Tax/Octroi) on such transactions is already included in the bid price. Further, any variations in taxes, duties and levies (including Entry Tax/Octroi) on these transactions is also to our account and no claim whatsoever will be entertained by you in this respect.

Sl. No.	Description of Equipment/ Material	Weight/Qty. (Tonnes)/(Nos.)	*Value (in bid currency)
---------	---------------------------------------	--------------------------------	-----------------------------

**\*TOTAL**

Date : (Signature) .....

Place : (Printed Name) .....

(Designation) .....

(Common Seal) .....

- Note:**
- Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
  - @ struck off, if not applicable.
  - \* Please state the currency and fill in the amounts in words and figures.
  - The above is applicable for supply of plant and equipment including spares on Ex-works (India) basis.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Information regarding Quality Assurance Programme)**

Bidder's Name and Address :

To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Contract.

-----

-----

Date : (Signature).....

Place : (Printed Name) .....

(Designation) .....

(Common Seal) .....

**Note :** Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Additional Information included with the proposal)**

Bidder's Name and Address : To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

Sl. No.	Description of Information	Reference to Bidding documents	Reference to Bid Proposal
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-----

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :** Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Attachment.

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Milestone Schedule)**

Bidder's Name and Address :

To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We hereby declare that the following completion schedule shall be followed by us in furnishing and installing the equipments under the Package. The period is commencing from the date of Notification of Award.

Sl. No.	Description of Area/Major Milestone	Duration in Months from NOA	
		Start	Finish
<b>A. Engg.</b>			
1.	Basic Engg.	00	02
2.	Detailed Engg. completion (including BOI's)		09
<b>B. Manufacturing &amp; Supply</b>			
3.	Completion of BOI's ordering	–	10
4.	Manufacturing of equipments	05	13
5.	Supply of equipments	09	14
<b>C. Civil &amp; Structural Works</b>			
6.	Initial Site mobilization	-	3
7.	Commencement of Civil Works	-	3
8.	Civil & Structural Works- Underground RCC Wagon Tippler Hoppers	3	15
9.	Civil & Structural Works- Other than Wagon Tippler Hoppers	4	14

Sl. No.	Description of Area/Major Milestone	Duration in Months from NOA	
		Start	Finish
<b>D. Erection &amp; Commissioning</b>			
10.	Equipment erection	13	18
11.	Commissioning of Conveying & Crushing Systems	–	19
12.	Commissioning of Wagon Tippler-1	-	20
13.	Commissioning of Wagon Tippler-2	–	21
14.	Completion of Facilities	–	22

\* Supply of mandatory spares: To be supplied along with the supply of respective main equipment.

Date : (Signature) .....

Place : (Printed Name) .....

(Designation) .....

(Common Seal) .....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Price Adjustment Data)**

Bidder's Name and Address : To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your specifications and documents.

1. Equipment price component :

**Bidder to indicate separate indices for each currency.**

\*Name of Currency of Bid Price :

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on 30 days prior to date set for Opening of bids.
<b>Material</b>				
1.	Steel Material	a =	.....	.....
2.	Conveyor Belting	b =	.....	.....
3.	Other Major Materials/items (to be specified by bidder)	c =	.....	.....
<b>Labour</b>		l =	.....	.....
Fixed Complement		F = 0.20	.....	.....

- i) Value of coefficient 'a' shall be between 0.31 to 0.37.  
ii) Value of coefficient 'b' shall be between 0.06 to 0.07.  
iii) Value of coefficient 'c' shall be between 0.13 to 0.16.  
iv) Sum of all material coefficients a+b+c indicated above shall be between 0.50 to 0.60.



- v) The labour coefficient "I" shall be between 0.20 to 0.30.
  - vi) Sum of all material coefficients and labour coefficients shall be 0.80.
  - vii) Sum of F, a,b,c & I should be equal to 1.0.
- 1.1 The Exchange rate between the Bid currency and the currency of corresponding indices as on the date set for Bid Opening shall be as per Bills Selling Exchange Rate established by State Bank of India.

## 2. **Erection Price Component**

### a) **Indian Field Labour :**

The index used for Indian Field Labour (F) is All India Consumer Price Index for Industrial Workers (All India Average) published by Labour Bureau, Simla, Government of India.

The value of the above index as on 30 days prior to the date of set for opening of bids is .....

### b) **\*\*Expatriate Labour :**

The published index used for expatriate labour (EF) is.....

The value of the above index as on 30 days prior to the date set for opening bids is .....

- 2.1 The Exchange rate between the Bid Currency and the currency of corresponding indices as on the date set for Bid Opening shall be as per Bills Selling Exchange Rate established by State Bank of India.

## 3. **Civil Works Price Component :**

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on 7 days prior to date set for Opening of bids.
1.	Fixed Portion	Fc = 0.20	.....	.....
2.	Material (excluding Cement & Reinforcement steel)	a = 0.23	.....	.....

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on 7 days prior to date set for Opening of bids.
3.	Reinforcement Steel	$b = 0.30$	.....	.....
4.	Cement	$c = 0.10$	.....	.....
5.	High Speed Diesel Oil	$d = 0.02$	.....	.....
6.	Labour	$l = 0.15$	.....	.....

**4. Structural Work Price Component**

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on 7 days prior to date set for Opening of bids.
1.	Fixed Components	$F_s = 0.20$	.....	.....
2.	Structural Steel	$a = 0.50$	.....	.....
3.	Consumables			
	a) Electrodes	$b = 0.05$	.....	.....
	b) Oxygen gas	$c = 0.05$	.....	.....
	c) Acetylene gas	$d = 0.05$	.....	.....
4.	Labour	$l = 0.15$	.....	.....

**We agree to provide you with a complete breakup of our bid price to enable operation of the Price Adjustment Clause for Ex-factory, Erection, Civil & Structural Works Price Components.**

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(Details of Equipment and Mandatory Spares to be imported  
from Associate/Collaborator by manufacturer or bidder)**

Bidder's Name and Address:

To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We confirm that we are seeking qualification on the basis of association/collaboration with the manufacturer(s) of particular equipment(s). We further confirm that such equipment and mandatory spares, which shall be imported from the associate's/collaborator's country by the manufacturer or by us have been listed in this Attachment-18 and the price of such equipment and mandatory spares including type test(s) have been quoted on CIF (Indian port-of-entry) basis and included in the total CIF (Indian port-of-entry) price quoted by us in Schedule-1.

S.No.	Description of equipment/ Mandatory Spare	Quantity/Weight	Value in bid currency*
-------	--	-----------------	---------------------------

\* Total

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal) .....

- Note : 1. This Attachment is to be filled in by all bidders.  
2. \*Bidder shall state the currency and fill in the amount in words and figures.  
3. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

## (ELECTRONIC FUND TRANSFER FORM)

To  
Contract Services (III)  
NTPC Limited  
Noida - 201301

Dear Sirs,

We, hereby authorise the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below :

(TO BE FILLED IN CAPITAL LETTERS)

**1. NAME OF THE BENEFICIARY**

[illegible]

## 2. ADDRESS

[illegible]

## 3. TELEPHONE NO. (WITH STD CODE)

[illegible]

#### 4. BANK PARTICULARS

(A) BANK NAME

[illegible]

(B) BANK TELEPHONE NO. (WITH STD CODE)

[illegible]

(C) BRANCH ADDRESS

[illegible]

(D) BANK FAX NO (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--

(E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--

(F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--

(H) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--

**5. PERMANENT ACCOUNT NUMBER (PAN)**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**6. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible.

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

**Name:**


OFFICIAL STAMP

**BANK CERTIFICATION:**

It is certified that above mentioned beneficiary holds a bank account no. ....  
with our branch and the Bank particulars mentioned above are correct.

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Authorisation No. : .....

**Name:**


OFFICIAL STAMP

**WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
BID DOCUMENT NO. CS-2240-155C-2  
(FORM OF ACCEPTANCE OF 'FRAUD PREVENTION POLICY')**

Bidder's Name and Address :

To  
Contract Services (III),  
NTPC Limited,  
NOIDA - 201301.

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

-----  
Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

## **PRICE SCHEDULES**



**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE OF RATES AND PRICES**

**Schedule No. 1 : Plant, Equipment including Type Test Charges and Mandatory Spares to be Parts Supplied From Abroad**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**A. MAIN EQUIPMENT**

(1) Conveyor System

(a) Conveyor 37A/B each complete with :

(i) Belting

(ii) Idlers

**SCHEDULE - 1**  
**Page 2 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iii) Pulleys						
	-- Drive						
	-- Snub, bend						
	-- Tail						
	(iv) Drive with local accessories						
	-- Gear box						
	-- Fluid coupling						
	-- Motor						
	(v) Gravity operated tension units including pulleys and structures for take-up						
	(vi) Short supports, stringers, deck plates, access and maintenance platforms						
	(vii) Belt cleaners internal & external						

**SCHEDULE - 1**  
**Page 3 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(viii) (a) Pull chord switches						
	(b) Belt sway						
	(c) Zero speed switches						
	(ix) Brakes						
(b)	Conveyor 38A/B each complete with :						
	(i) Belting						
	(ii) Idlers						
	(iii) Pulleys						
	-- Drive						
	-- Snub, bend						
	-- Tail						
	(iv) Drive with local accessories						
	-- Gear box						

**SCHEDULE - 1**  
**Page 4 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	-- Fluid coupling						
	-- Motor						
	(v) Gravity operated tension units including pulleys and structures for take-up						
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms						
	(vii) Belt cleaners internal & external						
	(viii) (a) Pull chord switches						
	(b) Belt sway						
	(c) Zero speed switches						
	(ix) Brakes						
(c)	Conveyor 39A/B each complete with :						
	(i) Belting						

**SCHEDULE - 1**  
**Page 5 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(ii) Idlers						
	(iii) Pulleys						
	-- Drive						
	-- Snub, bend						
	-- Tail						
	(iv) Drive with local accessories						
	-- Gear box						
	-- Fluid coupling						
	-- Motor						
	(v) Gravity operated tension units including pulleys and structures for take-up						
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms						

**SCHEDULE - 1**  
**Page 6 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vii) Belt cleaners internal & external						
	(viii) (a) Pull chord switches						
	(b) Belt sway						
	(c) Zero speed switches						
	(ix) Brakes						
(d)	Conveyor 21 Modification/Extension complete with :						
	(i) Belting						
	(ii) Idlers						
	(iii) Pulleys (as required)						
	-- Drive						
	-- Snub, bend						
	-- Tail						

**SCHEDULE - 1**  
**Page 7 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iv) Drive with local accessories (as required)						
	-- Gear box						
	-- Fluid coupling						
	-- Motor						
	(v) Gravity operated tension units including pulleys and structures for take-up (modification)						
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms (as required)						
	(vii) Belt cleaners internal & external						
	(viii) (a) Pull chord switches						
	(b) Belt sway						
	(c) Zero speed switches						
	(ix) Brakes						

**SCHEDULE - 1**  
**Page 8 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(q) Movable Belt feeder MBF-1&2 at Crusher House						
	(i) Belting						
	(ii) Idlers						
	(iii) Pulleys						
	-- Drive						
	-- Tail						
	(iv) Drive with local accessories						
	-- Gear box						
	-- Fluid coupling						
	-- Motor						
	(v) Tensioning Units						
	(vi) Short supports, stingers, deck plates, accessories etc.						



**SCHEDULE - 1**  
**Page 9 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

(2) Junction Tower

(a) JT-1

- (i) Chute work
- (ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW, Ventilation etc.
- (iii) Local accessories

(b) JT-2

- (i) Chute work
- (ii) Monorails, electric/manual hoists, movable head, access & maintenance platforms, dust suppression system PW, SW Ventilation etc.
- (iii) Local accessories

**SCHEDULE - 1**  
**Page 10 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(c) JT-3						
	(i) Chute work						
	(ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW etc.						
	(iii) Local accessories						
	(iv) Modification work in existing conveyor gallery 3A/3B and conveyor 3A/3B						
	(d) JT-4						
	(i) Chute work						
	(ii) Monorails, electric/manual hoists, access & maintenance platforms, dust suppression system PW, SW etc.						
	(iii) Local accessories						

**SCHEDULE - 1**  
**Page 11 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(e) Existing TP-5 Modification						
	(i) Dust suppression system PW, SW etc.						
	(ii) Modification in TP-5 for dismantling Conv. 21 tail frame etc. for extension of Conveyor 21 to JT-4						
	(iii) Local accessories						
	(f) Pent House (PH.) complete with all mechanical, electrical works, cross over etc.						
(3)	Vibrating Screening feeders each complete with its drives, all mechanical and electrical accessories	2 nos.					
(4)	Crushers each complete with :	2 nos. each					
	(i) Crusher						
	(ii) Scoop tube type fluid coupling						
	(iii) Motor						

**SCHEDULE - 1**  
**Page 12 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iv) Other Mechanical & Electrical accessories						
(5)	Gates each comprising of one rod gate and one actuator operated rack & pinion gate complete with drives, all mechanical and electrical accessories	2 sets					
(6)	One (1) Number crusher house						
	(i) Complete chute work, alongwith monorails, electric/manual hoist, drive units, access maintenance platforms, dust suppression system, Dust extraction system, PW, SW etc.						
	(ii) Vibration isolation system						
	(iii) Vibration monitoring system						
(7)	Passenger-cum-goods elevator with drive, all mechanical accessories and electricals to serve various floors of the Crusher House	1 no.					

**SCHEDULE - 1**  
**Page 13 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(8)	(a)	Wagon tippler complete with all electricals, supporting structures etc.		2 nos.			
	(b)	Apron feeder under the wagon tippler complete with dribble conveyor and all associated electricals and supporting structure members.		2 nos.			
	(c)	Side arm charger alongwith complete supporting structures, rails, electricals and accessories		2 nos.			
(9)	(i)	Dry Fog dust suppression system for control of fugitive dust in Junction Tower, transfer points and crusher house, complete with all mechanical & electrical accessories					
	(ii)	Plain water dust suppression system for control of fugitive dust in wagon tippler hopper complete with all mechanicals & electrical accessories					
(10)	(i)	Adequate number of ventilation equipment for ventilating underground portion of conveyor 37A/37B, 38A/38B, Wagon					

**SCHEDULE - 1**  
**Page 14 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	tippler hopper, battery room of control rooms, toilets, underground portion of JT-1, JT-2 etc. complete with all mechanical & electrical accessories						
	(ii) Pressurised ventilation system for all MCC rooms complete with all mechanical & electrical accessories						
	(iii) Air-conditioning for Main control room area, WT Control room, office of WT control room complete with all mechanical, electrical works and all other related work like false ceiling, insulation, air tight double doors, composite double glazing between AC & non AC areas etc.						
(11)	Sump pumps complete with all mechanical, electricals accessories with drive, valves fittings pipe work, support hangers, level switches, drain pit in wagon tippler hoppers, JT-2	4 nos.					
(12)	Coal sampling units to draw sampling for coal at crusher house	1 no.					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(13)	In line magnetic separator complete with all mechanical accessories and eletricals	2 nos.					
(14)	Belt weighers complete with all mechanical & electrical accessories	4 nos.					
(15)	Metal detectors complete with all mechanical, electrical and accessories	4 nos.					
(16)	DS/Service water pumps, potable water pumps. cooling water pumps complete with drives, all mechanical & electrical accessories piping valves & fittings, level switches, pressure switches/gauges etc.	Lot					
(17)	Suspended Magnet complete with all mechanical, electrical and accessories	2 nos.					
(18)	Dust Extraction System to control fugitive dust in VSF & MBF in CH complete with all mechanical & electrical & accessories	Lot					
(19)	Transformers						
	(i) 6.6/0.433 kV, ONAN Cooled	4 nos					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(20)	HT Switchgear	Lot					
(21)	(i) 415 V MCC/Switchgear & bus duct	Lot					
	(ii) AC/DC Fuse boards	Lot					
(22)	6.6 kV grade cables	Lot					
(23)	LT power, control, instrumentation, special cables & trailing/flexible cable	Lot					
(24)	Control panels, local control panels, push button stations etc.	Lot					
(25)	PLC (Processor, I/O racks, monitor/KBD etc.) for main CHP Control System	Lot					
(26)	PLC (Processor, I/O racks, monitor/KBD etc.) for Wagon Tipplers	Lot					
(27)	Lighting system & accessories	Lot					
(28)	Cabling and erection accessories	Lot					
(29)	Earthing and lightning protection system	Lot					



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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(30)	CCTV	Lot					
(31)	Battery & Battery Chargers	Lot					
(32)	Any equipment/works not covered above but required for successful commissioning of the system list of such items to be given by bidder						
<b>TOTAL (A) (MAIN EQUIPMENT)</b>							

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**B. MANDATORY SPARES**

**(I) MECHANICAL**

**CONVEYOR SYSTEM INCLUDING  
BELT FEEDERS**

**A) IDLERS**

(1)	(i)	35° Troughing idlers complete with base frame and mounting brackets etc.	30 Nos
	(ii)	Rolls for (i) above	50 Nos.
(2)	(i)	Troughing idlers complete with base frame & mounting brackets etc. (for belt feeder).	10 Nos.
	(ii)	Rolls for (i) above	15 Nos. of each type
(3)	(i)	35° impact idlers complete with mounting brackets and base frame etc.	20 Nos.
	(ii)	Rolls for (i) above	40 Nos.

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(4)	35° troughing training idler complete with base frame and brackets etc. (if used)	20 % of total installed quantity				
	(5)	Transition idler complete as in (1) above	5 Nos.				
	(6)	Flat return idlers complete with mounting brackets etc.	20 Nos.				
	(7)	Flat return idlers complete with mounting brackets etc.(for belt feeders)	10 Nos.				
	(8)	Flat return trainer complete with mounting brackets etc.	10 Nos.				
	(9)	Belt cleaning spiral rubber disc return idler complete with mounting brackets etc.	10 Nos.				
	(10)	(i) Two roll 10° troughing return idler assy	20 Nos.				
		(ii) Rolls for (i) above	20 Nos.				
	(11)	SS idlers	2 Sets of each type				

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
<b>(B) CONVEYOR GEAR BOXES (including belt feeders)</b>							
	(i) Oil seals	2 Sets of each type and rating					
	(ii) Bearings	1 Set of each type and rating					
	(iii) Hold back device	2 Nos. of each type and rating					
	(iv) Cooling fan with cover	2 Nos. of each type and rating					
	(v) Complete gear box assy with hold back device	1 Set of each type and rating					
<b>(C) CONVEYOR DRIVE MOVABLE AND CONVEYOR BELT (including belt feeders)</b>							
	<b>(a) Gear Coupling/ other type of coupling</b>						
	(i) All type of drive couplings including gear Coupling	2 Nos. of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(ii) Bolts for gear coupling	2 Sets of each size					
	(iii) Seal kit for gear coupling (o-ring)	2 Sets of each type					
	<b>(b) Fluid Coupling</b>						
	(i) Fluid Coupling complete	1 No. of each type and size					
	(ii) Multi Disc assembly (for fluid coupling)	2 Nos each type and size					
	(iii) Resilient Drive plate assy.	1 No. of each type and size					
	(iv) Bearings	2 No. of each type and size					
	(v) Seal kit for fluid coupling	2 Sets of each size					
	(vi) Fusible plug	10 Nos. of each size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vii) Complete actuator and engaging assembly (including motor, gear box etc.)	1 Set of each type					
	(viii) Oil Cooler assembly (if applicable)	1 Set of each type					
	(ix) Oil pump-motor set (if applicable)	1 Set of each type					
	(x) Water pump motor (individual or group)	1 Set of each type					
	(xi) Oil filters	5 Sets of each type					
	(xii) Oil/Cooler valves (if applicable)	2 Nos. of each type					
<b>(c)</b>	<b>Belting Conveyor Belt</b>						
	(i) Main Conveyors	One drum length of 250 m of each type, size and rating					
	(ii) Belt feeder belt	One complete length of each					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	<b>(d) Brakes</b>						
	(i) Brakes	1 No of each size & type					
	(ii) Brake shoes	2 Sets of each size					
	<b>(e) Mobile Header, Mobile Belt Feeder</b>						
	(i) Drive assembly of mobile header	1 Set of each type and rating					
	(ii) Drive assembly of mobile belt feeder	1 Set of each type and rating					
	(iii) Limit switches	2 Nos. of each type and rating					
	<b>(D) PULLEYS</b>						
	(i) Pulleys complete with shaft excluding bearing & plummer blocks (complete with lagging)	1 No. of each type and size in pulley drum and shaft dia. (for population upto 10 Nos)					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
		2 No. of each type and size in pulley drum and shaft dia (for population more than 10 Nos)					
	(ii) Plummer Block complete with bearings & sleeves	2 No. each type and size					
<b>(E)</b>	<b>BELT CLEANERS AND SKIRT BOARD</b>						
	(i) Modular segments for belt cleaner	5% of total population of each type & size					
	(ii) Modular segments for skirt board	5% of total population of each type & size					
	(iii) Skirt Rubber	5% of total population of each type & size					
	(iv) Complete belt cleaner (internal / external )	2% of total population of each type & size					



Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(F) IN-LINE MAGNETIC SEPARATORS**

- |       |  |                              |
|-------|--|------------------------------|
| (i)   | Cleated conveyor belt                    | 1 Set                        |
| (ii)  | Motor, gear box drive assy. complete     | 1 Set                        |
| (iii) | Pulleys with plummer<br>block & bearings | 1 Set of each<br>size & type |
| (iv)  | Sheaves                                  | 1 No. of each<br>size & type |
| (v)   | V-belts                                  | 2 No. of each<br>size & type |

**(G) COAL SAMPLER**

- |       |               |                                |
|-------|---------------|--------------------------------|
| (i)   | Plummer block | 1 No. of each<br>type and size |
| (ii)  | Hammers       | 1 Set of each<br>type and size |
| (iii) | Liner plate   | 1 Set                          |
| (iv)  | Cutter lip    | 1 No.                          |
| (v)   | Cutter seal   | 1 No.                          |

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vi) V-belts (for crusher)	1 Set					
	(vii) Hammer pins	1 Sets of each type and size					
	(viii) Pulley	1 No. of each type and size					
	(ix) Conveyor belt	1.2 times length of each type and rating					
	(x) Gear box assembly for conveyor	1 No. of each type and rating					
	(xi) Gear box drive assy, for primary and secondary samplers	1 Set of each type and rating					
	(xii) Solenoid valves with coils (if applicable)	2 Set of each type					
	(xiii) Hydraulic pump with motor and coupling (if applicable)	1 Set of each type					
	(xiv) Hydraulic motor (if applicable)	1 Set of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(xv) Hydraulic cylinder (if applicable)	1 Set of each type					
	(xvi) Cylinder sealing kit (if applicable)	2 Set of each type					
	(xvii) Set of hoses (if applicable)	2 Set of each type					
	(xviii) Coupling with grid for primary sampler	2 Sets					
	(xix) Screw conveyor gear box assembly	1 Set					
<b>(H)</b>	<b>COAL CRUSHER</b>						
	(i) Plummer Block assembly complete including bearing, lock nut, lock washer etc. (DE+NDE)	2 Sets (i.e. for two crushers)					
	(ii) Shaft seal	4 Sets					
	(iii) Hammer sets	5 Sets or 375 Nos which- ever is more (1 set means hammers required for one crusher)					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iv) Rotor assembly complete consisting of rotor shaft & keys, End discs, Centre discs,distance rings, suspension bars, disc clamping nuts and shaft extension etc. but without hammers, bearings and pillow blocks	1 Set					
	(v) Cage bars, if applicable	4 Sets					
	(vi) Breaker plate	4 Sets					
	(vii) Crusher frame Liners	2 Sets					
	(viii) Suspension bars	4 Sets					
	(ix) Kick-off plate	4 Sets					
	(x) Screen plate upper & lower	4 Nos. each					
	(xi) Tramp iron pick up plate	2 Nos. each					
	(xii) Fluid coupling						
	(a) Fluid coupling complete	1 Set					
	(b) Bearings	2 Sets					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(c) Seal kit (sealing rings)	2 Sets					
	(d) Fusible plugs	8 Nos.					
	(e) Oil pump motor set (if applicable)	1 Set of each type					
	(f) Water pump motor set (if applicable)	1 Set of each type					
	(g) Oil filter	3 Sets					
	(h) Complete actuator and engaging assembly (including motor, gear box etc.)	1 Set					
	(i) Cooler assembly (if applicable)	1 No.					
	(j) Oil / Water valves	2 Nos. of each type					
(xiii)	Gear Coupling of crusher drive along with bolts and sealing kit.	2 Sets					
(xiv)	Multi Disc assembly (for fluid coupling)	2 Sets. of each type and rating					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(xv) Resilient Drive plate assy	2 Sets. of each type and rating					
	(xvi) One complete hydraulic door operating mechanism for one crusher including hydraulic cylinders, hoses, valves, hydraulic pump, panels, limit switches	1 Set					
<b>(I) VIBRATING SCREENING FEEDER</b>							
	(i) Bearings	2 Nos. of each type & size					
	(ii) Seals	2 Nos. of each size					
	(iii) Liners	1 Set					
	(iv) Screen plates	5 Sets					
	(v) VSF rotating part assy. along with drive & driven unbalanced shafts/ vibrating blocks, bearings, coupling shafts, gear boxes, sheave & unbalanced weights as applicable.	1 Set of each type and rating and direction					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vi) Hoses (if applicable)	2 Sets					
	(vii) Drive unit assembly (including electric motor, hydraulic pump, hydraulic motor, flexible shaft, gear box, as applicable)	1 Set					
	(viii) Base and supporting springs, rubber pads	2 Sets of each type & size					
	(ix) V belts	4 Sets of each type & size					
<b>(J)</b>	<b>ELECTRIC HOISTS</b>						
	(i) Brake linings	2 Sets of each type					
	(ii) Rope guide & rope tightner	1 No. of each type					
	(iii) Limit switch	2 Nos. of each type & size					
	(iv) Gear box/gear set	2 Sets of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(v) Motor/geared motor	1 No of each type & rating					
	(vi) Drum bearing	1 set of each type & rating					
<b>(K)</b>	<b>FLAP GATES</b>						
	(i) Limit switch	8 Nos. of each type & rating					
	(ii) Actuator (complete with motor, gear box, limit switches etc.)	2 Nos. of each type & rating					
	(iii) Oil seals of Actuator	2 Nos. of each type & rating					
	(iv) Flap gate shaft	2 Nos. of each type & rating					
	(v) Pressure nut	5 Nos. of each type & size					
<b>(L)</b>	<b>RACK &amp; PINION GATE</b>						
	(i) Limit switch	2 Nos. of each type & size					



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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(ii) Rollers with bearings	2 Nos. of each size					
	(iii) Motor gear box assembly	1 Set of each type					
	(iv) Actuator (complete with motor, gear box, limit switches etc.)	1 No. of each type & rating					
<b>(M)</b>	<b>SUMP PUMP AND DRAINAGE SYSTEM</b>						
	(i) Complete pump assembly with pump, motor, coupling base etc	1 Set					
	(ii) Impeller with key & nut	1 Set of each size & type					
	(iii) Oil seal	2 Nos. of each size					
	(iv) Coupling bolt with bushes	2 Sets of each type					
	(v) Pump shaft	1 No. of each size					
	(vi) Shaft sleeve	2 Sets of each size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vii) Bearing bush	2 Sets of each size					
	(viii) Set of bearings	1 Set					
	(ix) Valves	2 Nos. of each size and type					
<b>(N)</b>	<b>DUST SUPPRESSION &amp; SERVICE WATER SYSTEM</b>						
	(a) Pump impeller with key & nut	1 Set of each type & size					
	(b) Pump Shaft	1 No of each type & size					
	(c) Bearings	1 Set each type & size					
	(d) Wearing rings	2 Sets of each type & size					
	(e) Shaft sleeve	2 Sets of each type & size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(f) Bushings	2 Sets of each type & size					
	(g) Coupling bolts & nuts (with bushes) 2 sets	1 Set each type & size					
	(h) Spray nozzles	20 Nos. of each type & size					
	(i) Solenoid valves	5% of each type and size					
	(j) Globe valve / plug valves	10% of each type and size					
	(k) Gate valve	2 Nos. of each size					
	(l) Strainers	1 No. of each type					
	(m) Compressor						
	(i) Air filter element	8 Nos.					
	(ii) Oil filter	6 Nos.					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iii) Discharge check valve	3 Nos.					
	(iv) Oil Pump Parts (including distance ring, eccentric rings, Pump element, Pin, Key O, Ring) as applicable)	2 Sets					
	(v) Inlet valve assembly	2 Nos.					
	(vi) Electronic regulator	3 Nos.					
	(n) Pressure regulating station	1 Set of each type & size					
	(o) Hoses with connectors	4 Set of each type & size					
<b>(O)</b>	<b>VENTILATION SYSTEM</b>						
	(i) V-Belt	1 Set of each type					
	(ii) Pre-filter element of pressurizing fans	2 Sets of each type					
	(iii) Foundation Rubber pads	1 Set of each type & size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iv) Bearings	1 Set of each type & size					
	(v) Plummer Blocks	1 Set of each type & size					
<b>(P)</b>	<b>ELEVATOR</b>						
	<b>(a) Brake</b>						
	(1) Tool to brake	1 No.					
	(2) Fan	1 No.					
	(3) Magnet coil with housing pads	2 Nos.					
	(4) Brake pads	6 Nos.					
	(5) Adjusting sleeve	2 Nos.					
	(6) Fixed brake disc	2 Nos.					
	<b>(b) Worm Gear</b>						
	(1) Worm gear	1 No.					
	(2) 'O' ring	2 Nos. of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(3) Sealing ring	2 Nos. of each type					
	(c) <b>Door Front</b>						
	(1) Bearing	2 Nos.					
	(2) Roller	3 Nos.					
	(3) Bushing	2 Nos.					
	(d) <b>Limit Cams</b>						
	(1) Sensor	1 No					
	(2) Switch	2 Nos.					
	(3) Switch arm	2 Nos.					
	(e) <b>CAD</b>						
	(1) Guide roller	50 % of the total ones installed each type or minimum 1 no. whichever is higher					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(2) Switch	1 No.					
	(f) <b>Sliding Door</b>						
	(1) Rollers	4 Nos. of each type					
	(g) <b>Machinery</b>						
	(1) Guide roller	2 Nos.					
	(2) Pinion	1 No.					
	(3) Rubber inserts	6 Nos.					
	(4) Grove ring	6 Nos.					
	(5) Brake motor	1 No.					
	(h) <b>Cable trolley</b>						
	(1) Ball bearing	2 Nos. of each type					
	(i) <b>Drive</b>						
	(1) Pinion	1 No. of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(Q) DUST EXTRACTION SYSTEM**

- |     |  |                                |
|-----|--|--------------------------------|
| (1) | Fan Motor  | 1 No. of each<br>type & rating |
| (2) | Plummer Blocks                                     | 2 Sets. of<br>each type        |
| (3) | Bearing of fans & motor                            | 1 Set of<br>each type          |
| (4) | Pulley   | 2 Nos. of<br>each type         |
| (5) | Belts  | 2 Sets. of<br>each size        |
| (6) | Impeller and shaft of coal slurry<br>disposal pump | 1 Set. of<br>each type         |
| (7) | Bearing of pumps                                   | 1 Set of each<br>type          |
| (8) | Pump Motor   | 1 No. of<br>each type          |



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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(9) Motor terminal blocks with studs for all motors	1 Set of each rating and type of motor					
	(10) Spray nozzle	10 Nos of each type					
	(11) Solenoid valve with coil	2 Nos of each type					
<b>(R)</b>	<b>SIDE ARM CHARGER</b>						
	(1) Gear box spares						
	(i) Complete gear box assy.	1 Set each type					
	(ii) Oil Seal	1 Set each type					
	(iii) Bearing	1 Set each type					
	(2) Carriage Wheels						
	(a) Bearings	1 Set of each size and type					
	(b) Oil Seals	2 Sets of each size and type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(c) Plummer Block	1 Set of each type and size					
	(d) Carriage wheel fitted with shaft (without Plummer Block)	1 Set					
(3)	Coupling	1 Set each type					
(4)	Travel Wheel Assembly	1 No					
(5)	Bearing	1 No. of each type					
(6)	Motor						
	(a) Motor including slip ring motor	1 Set of each type and size					
	(b) Bearings	1 Set of each type and size					
	(c) Oil Seal	1 Set of each type and size					
(7)	Brakes						
	(a) Complete assembly	1 No. of each type and size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(b) Linings & springs	1 Set of each type and size					
	(8) Couplings						
	(a) Complete assembly	1 No. of each type and size					
	(b) Pins, bushes and nuts	1 Set of each type and size					
	(9) <b>Hydraulic Power Pack</b>						
	(i) Hydraulic Pump with electric motor, coupling, valves & servo motor (mounted on pump) etc.	1 Set of each type and rating					
	(ii) Solenoid Valves complete with coils	1 Set of each type and size					
	(iii) Filter element (1 No. Pressure Filter + 1 No. Return Filter)	4 Sets of each type					
	(iv) Hydraulic Hoses	2 Sets					
	(v) Hydraulic Motor	1 Nos of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vi) Traverse pump with electric motor, coupling, valves (mounted on pump) & servo motor (mounted on pump) etc.	2 Sets of each type					
	(vii) Hydraulic cylinder	1 No. of each type					
	(viii) Oil cooling fan with motor	2 Sets of each type					
	(ix) Oil filling motor	1 No of each type					
	(x) Servo motor	1 No of each type					
<b>(S)</b>	<b>WAGON TIPPLER AND ACCESSORIES</b>						
(1)	Speed Reducers						
	(a) Complete gear box assy..	1 Set of each type and rating					
	(b) Oil Seals	4 Sets of each type and rating					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(c) Bearings	2 sets of each type and rating					
	(2) Motor						
	(a) Motor including slip ring motor	1 No. of each type					
	(b) Bearings	1 Set of each type and size					
	(c) Oil Seal	1 Set of each type and size					
	(3) Brakes						
	(a) Complete assembly	1 No. of each type and size					
	(b) Linings & springs	1 Set of each type and size					
	(4) Couplings						
	(a) Complete assembly	1 No. of each type and size					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(b) Pins, bushes and nuts	1 Set of each type and size					
	(5) Thyristor/VVVF Panel						
	(a) Thyristor/VVVF cards/modules	1 No. of each type					
	(b) Relays	2 Nos. of each type and rating					
	(6) Hydraulic Power Pack						
	(a) Hydraulic Pump with electric motor, coupling, valves (mounted on pump) etc	1 Set of each type and size					
	(b) Hydraulic Motor	1 No. of each type and size					
	(c) Valves	1 No. of each type and size					
	(d) O.P. Coolers	1 No.					
	(e) Filter Elements	10 Nos. of each type					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(f) Pressure Switch	1 No. of each type					
	(g) Temperature Switch	1 No. of each type					
(7)	Bearings (not covered separately)	1 Set of each type and size					
(8)	Limit Switches	2 Nos. of each type.					
(9)	Cylinder Manifold block with all valves mounted on it	1 Set					
(10)	Hydraulic cylinder with piston	1 Set of each type and size					
(11)	Seals of hydraulic cylinder and pumps etc.	2 Sets of each type.					
(12)	Hydraulic hoses	2 Sets					
(13)	Gear box total	1 Set					
(14)	Gear flexible coupling	1 Set					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(15) Rod end bearings with housing	1 Set for all four clamps					
	(16) Pressure Switches	1 No					
	(17) Common manifold block complete with all valves mounted on it.	1 No.					
	(18) Main Pivot bearing	1 No.					
	(19) Pinion support & bearing	1 No. each type.					
	(20) Pinion	2 Nos.					
	(21) Latch (Pinion & rack segment locking device)	1 No.					
	(22) Chain & Sprocket	1 Set					
<b>(T)</b>	<b>APRON FEEDER</b>						
	(1) Head Pulley complete with shaft	1 No.					
	(2) Tail pulley complete with shaft	1 No.					
	(3) Drive Motor	1 No. of each type and size					



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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(4)	Gear Box	1 No. of each type and size & direction.					
(5)	Complete internals of gear box including input and output shafts	1 Set of each type & size					
(6)	Reduction gears	1 Set of each type and size					
(7)	Fluid coupling, flexible coupling etc.	1 No. of each type and size					
(8)	Traction rollers	20% of population					
(9)	Carrying idlers	20% of population					
(10)	Return Rollers	20% of population					
(11)	Sprocket segments	2 Sets of each type and size					
(12)	Link Chain	20% of each type and size					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(13)    Pans (flights)	10%					
	(14)    Hydraulic Cylinder	1 Set of each type and size					
	(15)    Seal kit of hydraulic cylinders	0 Set.					
	(16)    Plummer Blocks	1 No. of each type and size					
	(17)    Bearings	1 Set of each type and size					
<b>(II)</b>	<b>ELECTRICAL</b>						
<b>(A)</b>	<b>CONVEYORS</b> (including belt feeders)						
	(1)      Drive Motor (LT and HT)	1 No. of each type & rating (for population upto 10 Nos.)					
		2 Nos. of each type & rating (for population more 10 Nos)					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
(2)	Belt Sway Switches	5% of each type					
(3)	Pull cord switches	15% of each type					
(4)	Zero speed switches	15% of each type					
(5)	Chute Block switches	15% of each type					
(6)	Position switches for trippers, paddle feeders	10% of each type					
(7)	Sensor/probe for zero speed switch	20% (min. 1 No) of each type and speed range					
(8)	Micro/limit switch of pull cord switch, belt sway switches, chute block switches	20% (min. 1 No) of each type and speed range					
(9)	Motor terminal block with studs for all motors	1 Set. of each type and rating of motor					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(B) CRUSHING EQUIPMENT**

- |     |   |   |
|-----|---|---|
| (1) | Motor of crusher  | 1 No.                                   |
| (2) | Set of pressure, temperature flow switches, zero speed/under speed switches, limit switches etc.) | 2 Nos. of each type and rating          |
| (3) | Motor terminal block with studs for all motors  | 1 Set. of each rating and type of motor |

**(C) MAGNETIC SEPARATORS/  
SUSPENDED MAGNETS**

- |     |                               |                     |
|-----|-------------------------------|---------------------|
| (1) | Rectifier with surge absorber | 1 Set               |
| (2) | Rectifier transformer         | 1 No.               |
| (3) | Auxiliary and power relays    | 2 Nos. of each type |
| (4) | Control transformers          | 1 No. of each type  |
| (5) | Ammeter                       | 2 Nos. of each type |

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(6) Under current relay	1 No. of each type					
	(7) Isolating switch	1 No. of each type					
	(8) Motor terminal block with studs for all motors	1 Set. of each rating and type of motor					
<b>(D)</b>	<b>COAL SAMPLER</b>						
	(1) Motors	1 No. of each type					
	(2) Set of various limit switches	2 Nos. of each type					
	(3) Zero speed switch	1 No. of each type					
	(4) Solenoid valves with coils	2 Nos. of each type and size					
	(5) Motor terminal block with studs for all motors	1 Set. of each rating and type of motor					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(E) METAL DETECTOR**

(1)	Electronic Cards	1 Set complete
(2)	Relays	2 Nos. of each type
(3)	Coils of metal detector	2 Sets
(4)	Cables for search coils	1 Set
(5)	LCD Display unit	1 No. of each type

**(F) BELT WEIGHER**

(1)	Set of electronic cards	2 Nos. of each type
(2)	Load Cells	2 Nos. of each type
(3)	LCD Display Unit	2 Nos. of each type
(4)	Speed sensor	1 Nos. of each type

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(5) Cables for load cells & speed sensor	2 Sets					
	(6) Transducer, if applicable	2 Nos. of each type					
<b>(G)</b>	<b>TRANSFORMERS (ONAN)</b>						
	(i) HT Bushing	3 Nos. of each type & rating					
	(ii) LT Bushing	3 Nos. of each type & rating					
	(iii) Neutral bushing	1 No. of each type & rating					
	(iv) Neutral CT	1 No. of each type & rating					
	(v) Winding temp. indicator with alarm & trip contacts	1 No. of each type					
	(vi) Oil Temp. indicated with alarm & trip contracts	1 No. of each type					
	(vii) Buchholz relay	1 No.					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(viii) Magnetic oil gauge	1 No.					
	(ix) Set of valves	1 No.					
<b>(H)</b>	<b>HT SWITCHGEAR</b>						
	(a) Pole of breaker of each rating	2 Nos. for each rating					
	(b) Spring charging motor complete	2 Nos. for each type					
	(c) Shunt trip oil	2 Nos. for each type					
	(d) Closing coil	2 Nos. for each type					
	(e) Current transformer of each type and rating	2 Nos. for each type and rating					
	(f) Potential transformer of each type and ratio	2 Nos. for each type and rating					
	(g) Relay						
	(i) Each type and rating (anti- pumping relay also included)	1 No. for each type and rating					



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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(ii) Auxiliary relays / lock out relays / timers	2 Nos. for each type and rating					
	(h) Moving contract assembly of each installed rating	2 Nos.					
	(i) Stationary (fixed) contract	2 Nos.					
	(j) Bus seal-off bushing	3 Nos.					
	(k) Busbar support insulators	3 Nos.					
	(l) Limit switches of each type	3 Nos.					
	(m) Closing spring	3 Nos.					
	(n) Tripping spring	3 Nos.					
	(o) Control switches	3 Nos.					
	(p) Selector switches	3 Nos.					
	(q) Isolation switch for the control supply	3 Nos.					
	(r) Operating mechanism rod for each rating	2 Nos.					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(s)	Set of gaskets of each rating		1 Set			
	(t)	Ammeter of each type and range		2 Nos.			
	(u)	Voltmeter of each type and range		2 Nos.			
	(v)	Circuit breaker aux. contact assembly		6 Nos.			
	(w)	(i) Indicating lamps		6 Nos.			
		(ii) Indicating lamp covers of all colours, lamp resistors and holders		6 Nos.			
	(x)	(i) Fuse base and holder of each type and rating		3 Nos.			
		(ii) Fuse of each rating		6 Nos.			
	(y)	Carbon brushes for spring charging motor (if applicable)		6 Sets			
	(z)	Isolating contact (Fixed and moving)		2 Sets			
	(aa)	Terminal blocks		2 Nos.			
	(bb)	Arc chute (if applicable for each rating)		2 Nos.			

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(cc) SF6 cylinders with SF6 gas filled alongwith nozzle for filling the gas if applicable	2 Nos.					
	(dd) Bearings of spring charging motor	3 Nos.					
	(ee) Multiple pin plug contact assembly with cables (male and female)	3 Nos.					
	(ff) Guide for moving contact set	2 Nos.					
	(gg) Interphase barrier	6 Nos.					
	(hh) Pressure gauge (for SF6 breaker)	2 Nos.					
	(ii) Contractors with HRC fuses	2 Nos.					
	(jj) Aux. contactors	2 Nos.					
	(kk) Control supply transformers (if applicable)	2 Nos.					
<b>(I)</b>	<b>LT BUS DUCT</b>						
	(i) Support insulators	3 Nos. for each type & rating					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(ii) Flexible terminal connectors for switchgear end with fastners.	2 Sets of each rating					
	(iii) Flexible terminal contactors for transformer end with fasteners.	2 Sets of each type					
	(iv) Enclosure expansion bellows (if applicable)	1 Set of each type					
<b>(J)</b>	<b>L.T. SWITCHGEAR / MCCs/ DISTRIBUTION BOARDS</b>						
	<b>(a) Circuit Breaker Components</b>						
	(i) Spring charging motor	4 Nos. of each type					
	(ii) Primary disconnect (power)	1 No. of each type					
	(iii) Auxiliary contact set	2 Sets of each type / rating of breaker					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iv) Limit switch	5 Nos. of each type					
	(v) Arc chutes for each rating	2 Sets					
	(vi) Moving contacts of each rating	1 Set					
	(vii) Fixed contact of each rating	2 Sets					
	(viii) Arcing contact of each type	2 Sets					
	(ix) Closing coils for each type	4 Nos.					
	(x) Tripping coils for each type	4 Nos.					
	(xi) Closing & tripping springs	5 Nos. of each type					
	(xii) Releases	2 Nos. of each type					
	(xiii) Carbon brushes for spring charging motor	5 Sets of each type					
	(xiv) Over current devices	1 No of each type and rating					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(xv) All type of protection/ aux/relays, timers	1 No of each type and rating					
	(xvi) Coupling relays	10 Nos of each type and rating					
	<b>(b) LT panel components</b>						
	(i) Auxiliary contactor	2 Nos of each type and rating					
	(ii) Coupling relays without base	10 Nos of each type and rating					
	(iii) Bi-metallic overload relay	2 Nos of each type and rating					
	(iv) Overload relay reset chord complete	10 Nos of each type					
	(v) Switch fuse unit	5 Nos of each type and rating					
	(vi) Control fuse base with carrier	20 Nos					

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vii) LT module incoming male/ female power contacts	3 Sets of each type and rating					
	(viii) LT module outgoing male/ female power contacts	3 Sets of each type and rating					
	(ix) Moving/detachable control disconnects contacts of each rating	5 Sets of each type and rating					
	(x) Power fuse base with carrier	3 Sets (9nos) of each type and rating					
(c)	<b>Instrument Transformer</b>						
	(i) Current Transformer	3 Nos of each type & rating					
	(ii) Voltage Transformer	1 Nos of each type & rating					
(d)	Control supply transformer	1 Nos of each type & rating					

**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
<b>(e) Meters</b>							
	(i) Ammeters	2 Nos of each type & range					
	(ii) Voltmeters	1 No of each type & range					
(f)	Relays (Protection, aux, coupling relay and timers)	1 No of each type					
<b>(g) Contactors</b>							
	(i) Contactors and aux. Contactors (complete)	2 Nos of each type & rating					
	(ii) Coil for the Contactors and aux. Contactors	2 Nos of each type & rating					
	(iii) Main Contacts sets for power. Contactors	2 Nos of each type & rating					
(h)	Control, isolating & selector switches	1 No of each type & rating					
(i)	Push button of Various colours	2 Nos of each type & rating					



**SCHEDULE - 1**  
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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(K) CONTROL PANEL**

(Main control desk, Wagon Tipplier control desk, metal detector, magnetic separator, coal sampling system, belt weigher, hoists, dust suppression system, sump pumps, fluid couplings etc.)

- |       |                             |                                 |
|-------|-----------------------------|---------------------------------|
| (i)   | Control supply transformers | 1 No. of each<br>type & rating  |
| (ii)  | Relays and timer            | 1 No. of each<br>type & rating  |
| (iii) | Contactors                  | 1 No. of each<br>type & rating  |
| (iv)  | Ammeters                    | 1 No. of each<br>type & rating  |
| (v)   | Voltmeters                  | 1 No. of each<br>type & rating  |
| (vi)  | LEDs                        | 5 Nos. of each<br>type & rating |

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(vii) Control switches	1 No. of each type					
	(viii) Selector switches	1 No. of each type					
	(ix) Push button (complete with contact elements)	1 No. of each type & colour					
	(x) Auxiliary contactors and bimetallic overload relay set for panel	1 Complete set					
	(xi) Control fuse base with carrier complete set for panel	1 Complete set					
	(xii) Any special meter	1 No. of each type					
	(xiii) Bi-metallic overload relay	2 Complete sets					

**Note :** Spares already covered under respective equipment spares shall not be duplicated under control panel spares.

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(L) PLC (WAGON TIPPLER)**

- |        |  |                               |
|--------|--|-------------------------------|
| (i)    | PLC cards (Processor, memory and all cards other than I/O cards) | 1 No. of each type            |
| (ii)   | Stabiliser   | 1 No. of each type            |
| (iii)  | Power pack   | 1 No. of each type            |
| (iv)   | I/O cards  | 2 Nos. of each type & rating  |
| (v)    | Fuses & Fused terminals  | 10 Nos. of each type & rating |
| (vi)   | Set of cards for UPS   | 1 Set                         |
| (vii)  | Modems   | 1 No. of each type            |
| (viii) | Optical fibre cable  | 10%                           |

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(M) PLC (MAIN CHP CONTROL)**

- |        |  |                               |
|--------|--|-------------------------------|
| (i)    | PLC cards (Processor, memory and all cards other than I/O cards) | 1 No. of each type            |
| (ii)   | Stabiliser   | 1 No. of each type            |
| (iii)  | Power pack   | 1 No. of each type            |
| (iv)   | I/O cards  | 2 Nos. of each type & rating  |
| (v)    | Fuses & Fused terminals  | 10 Nos. of each type & rating |
| (vi)   | Set of cards for UPS   | 1 Set                         |
| (vii)  | Modems   | 1 No. of each type            |
| (viii) | Optical fibre cable  | 10%                           |

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Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
<b>(N) VIBRATION MONITORING SYSTEM FOR CRUSHER</b>							
	(i) Vibration pick up	2 Nos.					
	(ii) Pick up cable	1 Length					
	(iii) Vibration monitor module and other cards	1 No. of each type					
	(iv) Power supply	1 No.					
	(v) Relays	2 Nos. of each type					
	(vi) Indicating lamps / LEDs	5 Nos. of each colour					
<b>(O) DUST SUPPRESSION &amp; SERVICE WATER SYSTEM</b>							
	(i) Electric motor	1 No. of each type & rating					
	(ii) Flow switches	2 Nos. of each type					

**SCHEDULE - 1**  
**Page 70 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(iii) Pressure switches	2 Nos. of each type					
	(iv) Level switch	2 Nos. of each type					
<b>(P)</b>	<b>SUMP PUMP</b>						
	(i) Electric Motor	1 Nos. of each type & rating					
	(ii) Level switch	1 Set. of each type					
<b>(Q)</b>	<b>VENTILATION SYSTEM</b>						
	(i) Electric motor	1 No. of each type & rating					
<b>(R)</b>	<b>ELEVATORS</b>						
	(i) Contactors	2 Nos. of each type					
	(ii) Auxiliary Transformer, control transformer	1 No. of each type & rating					

**SCHEDULE - 1**  
**Page 71 of 76**

Item	Description		Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
					FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2		3	4.	5	6	7=3x5	8=3x6
	(iii)	(a)	Relays (Aux., Over current)		3 No. of each type & rating			
		(b)	Time device		2 Nos. of each type & rating			
	(iv)		Resistor		3 Nos. of each type & rating			
	(v)		Switch		1 No. of each type			
	(vi)		Push button		3 Nos. of each type			
	(vii)		Rectifier		2 Nos.			
	(viii)		Limit switch		4 Nos. of each type			
	(ix)		Battery Charger		1 No. of each type			
	(x)		Tone frequency transmitter		2 Set of each type			
	(xi)		Tone frequency receiver		2 Set of each type			

**SCHEDULE - 1**  
**Page 72 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6

**(S) VIBRATING SCREENING FEEDER**

- |      |  |                                       |
|------|--|---------------------------------------|
| (i)  | Motor terminal block with studs for all motors                   | 1Set of each rating and type of motor |
| (ii) | Cards of variable frequency drive of vibrating screening feeders | 1 Set                                 |

**(T) Battery Charger**

- |      |                  |                    |
|------|------------------|--------------------|
| (i)  | Thyristor blocks | 1 Set of each type |
| (ii) | Cards            | 1 No of each type  |

**(U) CCTV**

- |     |                                     |                         |
|-----|-------------------------------------|-------------------------|
| (a) | 1/3" CCD colour camera              | 10% max,<br>1 no. min.  |
| (b) | Motorised zoom lens for 1/3" camera | 20% max,<br>2 nos. min. |
| (c) | Video line corrector unit           | 10% max,<br>1 no. min.  |



**SCHEDULE - 1**  
**Page 73 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(d) Receiver / dirver unit	10% max, 2 nos min.					
	(e) Video switcher	10% max, 2 nos min.					
	(f) Data converter unit	10% max, 2 nos min.					
	(g) Code merger unit	10% max, 2 nos min.					
	(h) Full function	10% max, 1 no. min.					
	(i) 51 cm colour monitors	10% max, 1 no. min.					
	(j) Multiplexer	20% max, 2 nos min.					
	(k) Time lapse recorder	10% max, 1 no min.					
	(l) Mechanism motors	10% max, 2 nos min.					

**SCHEDULE - 1**  
**Page 74 of 76**

Item	Description	Qty.	Code**	* UNIT PRICE		* TOTAL PRICE	
				FOB	CIF (Indian Port of Entry)	FOB	CIF (Indian Port of Entry)
1	2	3	4.	5	6	7=3x5	8=3x6
	(m) Cables (Video)	5%					
	(n) Hardware for viewing CCTV picture on LVS	10% max, 1 no. min.					
	(o) Complete pan/ tilt mechanism	10% max, 1 no. min.					
<b>TOTAL (B) (MANDATORY SPARES)</b>							
<b>C.</b>	<b>SUB-TOTAL OF TYPE TEST CHARGES (AS PER FURTHER BREAK-UP OF TYPE TEST CHARGES GIVEN IN SCHEDULE-8A)</b>						
<b>GRAND TOTAL (TOTAL A + B + C) (To Schedule 5 Grand Summary)</b>							

LOCAL AGENT'S COMMISSION (IF ANY) : .....  
(included in FOB prices indicated above)

\* Please state the currency and fill in the amount in figures and words.

\*\* Bidders shall enter a code representing the country of origin of all imported plant and equipment.

Sl.No.	Code	Country
1.	.....	.....
2.	.....	.....
3.	.....	.....
4.	.....	.....
5.	.....	.....
6.	.....	.....
7.	.....	.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :**

1. Item listed above but price in Schedule 2 will be struck off by the Bidders in this Schedule 1.
2. Unless stated otherwise a 'set' means items or sub-items required for each type/size range of the assembly/sub-assembly, required for complete replacement in one main equipment. It is further, intended that the assembly/sub-assembly which have different orientation (like left hand or right hand, top or bottom), different direction of rotation or mirror image positioning or any other reasons which result in maintaining two different sets of the spares to be used for the subject assembly/sub-assembly, these shall be considered as different types of assembly/sub-assembly.
3. Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by the Contractor shall be the specified percentage (%) of the total population required to meet the specification requirements. In case the quantity of Mandatory Spares so calculated to be fraction, the same shall be rounded off to next higher whole number.
4. Whenever the quantities have been indicated for each type, size, thickness, materials, radius, range etc. these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid.
5. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with approach followed in the above list.
6. Price of each and every item is to be given separately. In case bidder mentions 'Not Applicable' against an item in the bid and later on the same spare is found to be applicable during detailed engineering, the vendor shall supply such spares free of cost.
7. Bidder are required to indicate the break-up of type test charges as per Schedule-8A.
8. In case the description / quantity for any item mentioned in schedule is at variance from what has been stated in the Technical Specifications and its subsequent amendments and clarifications, the latter shall prevail.

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE OF RATES AND PRICES**

**Schedule No. 2 : Plant, Equipment including Type Tests and Mandatory Spares Parts manufactured within the Employer's Country**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**A. MAIN EQUIPMENT**

(1) Conveyor System

(a) Conveyor 37A/B each complete with :

(i) Belting

(ii) Idlers

**SCHEDULE - 2**  
**Page 2 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iii) Pulleys			
	-- Drive			
	-- Snub, bend			
	-- Tail			
	(iv) Drive with local accessories			
	-- Gear box			
	-- Fluid coupling			
	-- Motor			
	(v) Gravity operated tension units including pulleys and structures for take-up			
	(vi) Short supports, stringers, deck plates, access and maintenance platforms			
	(vii) Belt cleaners internal & external			

**SCHEDULE - 2**  
**Page 3 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(viii) (a) Pull chord switches			
	(b) Belt sway			
	(c) Zero speed switches			
	(ix) Brakes			
(b)	Conveyor 38A/B each complete with :			
	(i) Belting			
	(ii) Idlers			
	(iii) Pulleys			
	-- Drive			
	-- Snub, bend			
	-- Tail			
	(iv) Drive with local accessories			
	-- Gear box			

**SCHEDULE - 2**  
**Page 4 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	<ul style="list-style-type: none"> <li>-- Fluid coupling</li> <li>-- Motor</li> <li>(v) Gravity operated tension units including pulleys and structures for take-up</li> <li>(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms</li> <li>(vii) Belt cleaners internal &amp; external</li> <li>(viii) (a) Pull chord switches</li> <li>(b) Belt sway</li> <li>(c) Zero speed switches</li> <li>(ix) Brakes</li> <li>(c) Conveyor 39A/B each complete with : <ul style="list-style-type: none"> <li>(i) Belting</li> </ul> </li> </ul>			



**SCHEDULE - 2**  
**Page 5 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(ii) Idlers			
	(iii) Pulleys			
	-- Drive			
	-- Snub, bend			
	-- Tail			
	(iv) Drive with local accessories			
	-- Gear box			
	-- Fluid coupling			
	-- Motor			
	(v) Gravity operated tension units including pulleys and structures for take-up			
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms			

**SCHEDULE - 2**  
**Page 6 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vii) Belt cleaners internal & external			
	(viii) (a) Pull chord switches			
	(b) Belt sway			
	(c) Zero speed switches			
	(ix) Brakes			
(d)	Conveyor 21 Modification/Extension complete with :			
	(i) Belting			
	(ii) Idlers			
	(iii) Pulleys (as required)			
	-- Drive			
	-- Snub, bend			
	-- Tail			

**SCHEDULE - 2**  
**Page 7 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iv) Drive with local accessories (as required)			
	-- Gear box			
	-- Fluid coupling			
	-- Motor			
	(v) Gravity operated tension units including pulleys and structures for take-up (modification)			
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms (as required)			
	(vii) Belt cleaners internal & external			
	(viii) (a) Pull chord switches			
	(b) Belt sway			
	(c) Zero speed switches			
	(ix) Brakes			

**SCHEDULE - 2**  
**Page 8 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(q) Movable Belt feeder MBF-1&2 at Crusher House			
	(i) Belting			
	(ii) Idlers			
	(iii) Pulleys			
	-- Drive			
	-- Tail			
	(iv) Drive with local accessories			
	-- Gear box			
	-- Fluid coupling			
	-- Motor			
	(v) Tensioning Units			
	(vi) Short supports, stingers, deck plates, accessories etc.			

**SCHEDULE - 2**  
**Page 9 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

(2) Junction Tower

(a) JT-1

- (i) Chute work
- (ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW, Ventilation etc.
- (iii) Local accessories

(b) JT-2

- (i) Chute work
- (ii) Monorails, electric/manual hoists, movable head, access & maintenance platforms, dust suppression system PW, SW Ventilation etc.
- (iii) Local accessories

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(c) JT-3			
	(i) Chute work			
	(ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW etc.			
	(iii) Local accessories			
	(iv) Modification work in existing conveyor gallery 3A/3B and conveyor 3A/3B			
	(d) JT-4			
	(i) Chute work			
	(ii) Monorails, electric/manual hoists, access & maintenance platforms, dust suppression system PW, SW etc.			
	(iii) Local accessories			

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(e) Existing TP-5 Modification			
	(i) Dust suppression system PW, SW etc.			
	(ii) Modification in TP-5 for dismantling Conv. 21 tail frame etc. for extension of Conveyor 21 to JT-4			
	(iii) Local accessories			
	(f) Pent House (PH.) complete with all mechanical, electrical works, cross over etc.			
(3)	Vibrating Screening feeders each complete with its drives, all mechanical and electrical accessories	2 nos.		
(4)	Crushers each complete with :	2 nos. each		
	(i) Crusher			
	(ii) Scoop tube type fluid coupling			
	(iii) Motor			

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iv) Other Mechanical & Electrical accessories			
(5)	Gates each comprising of one rod gate and one actuator operated rack & pinion gate complete with drives, all mechanical and electrical accessories	2 sets		
(6)	One (1) Number crusher house			
	(i) Complete chute work, alongwith monorails, electric/manual hoist, drive units, access maintenance platforms, dust suppression system, Dust extraction system, PW, SW etc.			
	(ii) Vibration isolation system			
	(iii) Vibration monitoring system			
(7)	Passenger-cum-goods elevator with drive, all mechanical accessories and electricals to serve various floors of the Crusher House	1 no.		



**SCHEDULE - 2**  
**Page 13 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(8)	(a)	Wagon tippler complete with all electricals, supporting structures etc.	2 nos.	
	(b)	Apron feeder under the wagon tippler complete with dribble conveyor and all associated electricals and supporting structure members.	2 nos.	
	(c)	Side arm charger alongwith complete supporting structures, rails, electricals and accessories	2 nos.	
(9)	(i)	Dry Fog dust suppression system for control of fugitive dust in Junction Tower, transfer points and crusher house, complete with all mechanical & electrical accessories		
	(ii)	Plain water dust suppression system for control of fugitive dust in wagon tippler hopper complete with all mechanicals & electrical accessories		
(10)	(i)	Adequate number of ventilation equipment for ventilating underground portion of conveyor 37A/37B, 38A/38B, Wagon		

**SCHEDULE - 2**  
**Page 14 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	tippler hopper, battery room of control rooms, toilets, underground portion of JT-1, JT-2 etc. complete with all mechanical & electrical accessories			
	(ii) Pressurised ventilation system for all MCC rooms complete with all mechanical & electrical accessories			
	(iii) Air-conditioning for Main control room area, WT Control room, office of WT control room complete with all mechanical, electrical works and all other related work like false ceiling, insulation, air tight double doors, composite double glazing between AC & non AC areas etc.			
(11)	Sump pumps complete with all mechanical, electricals accessories with drive, valves fittings pipe work, support hangers, level switches, drain pit in wagon tippler hoppers, JT-2	4 nos.		
(12)	Coal sampling units to draw sampling for coal at crusher house	1 no.		

**SCHEDULE - 2**  
**Page 15 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(13)	In line magnetic separator complete with all mechanical accessories and eletricals	2 nos.		
(14)	Belt weighers complete with all mechanical & electrical accessories	4 nos.		
(15)	Metal detectors complete with all mechanical, electrical and accessories	4 nos.		
(16)	DS/Service water pumps, potable water pumps. cooling water pumps complete with drives, all mechanical & electrical accessories piping valves & fittings, level switches, pressure switches/gauges etc.	Lot		
(17)	Suspended Magnet complete with all mechanical, electrical and accessories	2 nos.		
(18)	Dust Extraction System to control fugitive dust in VSF & MBF in CH complete with all mechanical & electrical & accessories	Lot		
(19)	Transformers			
	(i) 6.6/0.433 kV, ONAN Cooled	4 nos		

**SCHEDULE - 2**  
**Page 16 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(20)	HT Switchgear	Lot		
(21)	(i) 415 V MCC/Switchgear & bus duct	Lot		
	(ii) AC/DC Fuse boards	Lot		
(22)	6.6 kV grade cables	Lot		
(23)	LT power, control, instrumentation, special cables & trailing/flexible cable	Lot		
(24)	Control panels, local control panels, push button stations etc.	Lot		
(25)	PLC (Processor, I/O racks, monitor/KBD etc.) for main CHP Control System	Lot		
(26)	PLC (Processor, I/O racks, monitor/KBD etc.) for Wagon Tipplers	Lot		
(27)	Lighting system & accessories	Lot		
(28)	Cabling and erection accessories	Lot		
(29)	Earthing and lightning protection system	Lot		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(30)	CCTV	Lot		
(31)	Battery & Battery Chargers	Lot		
(32)	Any equipment/works not covered above but required for successful commissioning of the system list of such items to be given by bidder			
<b>TOTAL (A) (MAIN EQUIPMENT)</b>				

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**B. MANDATORY SPARES**

**(I) MECHANICAL**

**CONVEYOR SYSTEM INCLUDING  
BELT FEEDERS**

**A) IDLERS**

(1)	(i)	35° Troughing idlers complete with base frame and mounting brackets etc.	30 Nos
	(ii)	Rolls for (i) above	50 Nos.
(2)	(i)	Troughing idlers complete with base frame & mounting brackets etc. (for belt feeder).	10 Nos.
	(ii)	Rolls for (i) above	15 Nos. of each type
(3)	(i)	35° impact idlers complete with mounting brackets and base frame etc.	20 Nos.
	(ii)	Rolls for (i) above	40 Nos.

**SCHEDULE - 2**  
**Page 19 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(4)	35° troughing training idler complete with base frame and brackets etc. (if used)	20 % of total installed quantity		
(5)	Transition idler complete as in (1) above	5 Nos.		
(6)	Flat return idlers complete with mounting brackets etc.	20 Nos.		
(7)	Flat return idlers complete with mounting brackets etc.(for belt feeders)	10 Nos.		
(8)	Flat return trainer complete with mounting brackets etc.	10 Nos.		
(9)	Belt cleaning spiral rubber disc return idler complete with mounting brackets etc.	10 Nos.		
(10)	(i) Two roll 10° troughing return idler assy	20 Nos.		
	(ii) Rolls for (i) above	20 Nos.		
(11)	SS idlers	2 Sets of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
<b>(B) CONVEYOR GEAR BOXES (including belt feeders)</b>				
	(i) Oil seals	2 Sets of each type and rating		
	(ii) Bearings	1 Set of each type and rating		
	(iii) Hold back device	2 Nos. of each type and rating		
	(iv) Cooling fan with cover	2 Nos. of each type and rating		
	(v) Complete gear box assy with hold back device	1 Set of each type and rating		
<b>(C) CONVEYOR DRIVE MOVABLE AND CONVEYOR BELT (including belt feeders)</b>				
	<b>(a) Gear Coupling/ other type of coupling</b>			
	(i) All type of drive couplings including gear Coupling	2 Nos. of each type		



Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(ii) Bolts for gear coupling	2 Sets of each size		
	(iii) Seal kit for gear coupling (o-ring)	2 Sets of each type		
	<b>(b) Fluid Coupling</b>			
	(i) Fluid Coupling complete	1 No. of each type and size		
	(ii) Multi Disc assembly (for fluid coupling)	2 Nos each type and size		
	(iii) Resilient Drive plate assy.	1 No. of each type and size		
	(iv) Bearings	2 No. of each type and size		
	(v) Seal kit for fluid coupling	2 Sets of each size		
	(vi) Fusible plug	10 Nos. of each size		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vii) Complete actuator and engaging assembly (including motor, gear box etc.)	1 Set of each type		
	(viii) Oil Cooler assembly (if applicable)	1 Set of each type		
	(ix) Oil pump-motor set (if applicable)	1 Set of each type		
	(x) Water pump motor (individual or group)	1 Set of each type		
	(xi) Oil filters	5 Sets of each type		
	(xii) Oil/Cooler valves (if applicable)	2 Nos. of each type		
<b>(c)</b>	<b>Belting Conveyor Belt</b>			
	(i) Main Conveyors	One drum length of 250 m of each type, size and rating		
	(ii) Belt feeder belt	One complete length of each		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(d) Brakes**

- |      |             |                          |
|------|-------------|--------------------------|
| (i)  | Brakes      | 1 No of each size & type |
| (ii) | Brake shoes | 2 Sets of each size      |

**(e) Mobile Header, Mobile Belt Feeder**

- |       |                                      |                                |
|-------|--------------------------------------|--------------------------------|
| (i)   | Drive assembly of mobile header      | 1 Set of each type and rating  |
| (ii)  | Drive assembly of mobile belt feeder | 1 Set of each type and rating  |
| (iii) | Limit switches                       | 2 Nos. of each type and rating |

**(D) PULLEYS**

- |     |  |  |
|-----|--|--|
| (i) | Pulleys complete with shaft excluding bearing & plummer blocks (complete with lagging) | 1 No. of each type and size in pulley drum and shaft dia. (for population upto 10 Nos) |
|-----|--|--|

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

2 No. of each  
type and size  
in pulley drum  
and shaft dia  
(for population  
more than  
10 Nos)

(ii) Plummer Block complete with  
bearings & sleeves

2 No. each  
type and size

**(E) BELT CLEANERS AND SKIRT BOARD**

(i) Modular segments for belt cleaner

5% of total  
population of  
each type & size

(ii) Modular segments for skirt board

5% of total  
population of  
each type & size

(iii) Skirt Rubber

5% of total  
population of  
each type & size

(iv) Complete belt cleaner  
(internal / external )

2% of total  
population of  
each type & size

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(F) IN-LINE MAGNETIC SEPARATORS**

- |       |  |                              |
|-------|--|------------------------------|
| (i)   | Cleated conveyor belt                    | 1 Set                        |
| (ii)  | Motor, gear box drive assy. complete     | 1 Set                        |
| (iii) | Pulleys with plummer<br>block & bearings | 1 Set of each<br>size & type |
| (iv)  | Sheaves                                  | 1 No. of each<br>size & type |
| (v)   | V-belts                                  | 2 No. of each<br>size & type |

**(G) COAL SAMPLER**

- |       |               |                                |
|-------|---------------|--------------------------------|
| (i)   | Plummer block | 1 No. of each<br>type and size |
| (ii)  | Hammers       | 1 Set of each<br>type and size |
| (iii) | Liner plate   | 1 Set                          |
| (iv)  | Cutter lip    | 1 No.                          |
| (v)   | Cutter seal   | 1 No.                          |

**SCHEDULE - 2**  
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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vi) V-belts (for crusher)	1 Set		
	(vii) Hammer pins	1 Sets of each type and size		
	(viii) Pulley	1 No. of each type and size		
	(ix) Conveyor belt	1.2 times length of each type and rating		
	(x) Gear box assembly for conveyor	1 No. of each type and rating		
	(xi) Gear box drive assy, for primary and secondary samplers	1 Set of each type and rating		
	(xii) Solenoid valves with coils (if applicable)	2 Set of each type		
	(xiii) Hydraulic pump with motor and coupling (if applicable)	1 Set of each type		
	(xiv) Hydraulic motor (if applicable)	1 Set of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(xv) Hydraulic cylinder (if applicable)	1 Set of each type		
	(xvi) Cylinder sealing kit (if applicable)	2 Set of each type		
	(xvii) Set of hoses (if applicable)	2 Set of each type		
	(xviii) Coupling with grid for primary sampler	2 Sets		
	(xix) Screw conveyor gear box assembly	1 Set		
<b>(H)</b>	<b>COAL CRUSHER</b>			
	(i) Plummer Block assembly complete including bearing, lock nut, lock washer etc. (DE+NDE)	2 Sets (i.e. for two crushers)		
	(ii) Shaft seal	4 Sets		
	(iii) Hammer sets	5 Sets or 375 Nos which- ever is more (1 set means hammers required for one crusher)		

**SCHEDULE - 2**  
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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iv) Rotor assembly complete consisting of rotor shaft & keys, End discs, Centre discs,distance rings, suspension bars, disc clamping nuts and shaft extension etc. but without hammers, bearings and pillow blocks	1 Set		
	(v) Cage bars, if applicable	4 Sets		
	(vi) Breaker plate	4 Sets		
	(vii) Crusher frame Liners	2 Sets		
	(viii) Suspension bars	4 Sets		
	(ix) Kick-off plate	4 Sets		
	(x) Screen plate upper & lower	4 Nos. each		
	(xi) Tramp iron pick up plate	2 Nos. each		
	(xii) Fluid coupling			
	(a) Fluid coupling complete	1 Set		
	(b) Bearings	2 Sets		



**SCHEDULE - 2**  
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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(c) Seal kit (sealing rings)	2 Sets		
	(d) Fusible plugs	8 Nos.		
	(e) Oil pump motor set (if applicable)	1 Set of each type		
	(f) Water pump motor set (if applicable)	1 Set of each type		
	(g) Oil filter	3 Sets		
	(h) Complete actuator and engaging assembly (including motor, gear box etc.)	1 Set		
	(i) Cooler assembly (if applicable)	1 No.		
	(j) Oil / Water valves	2 Nos. of each type		
(xiii)	Gear Coupling of crusher drive along with bolts and sealing kit.	2 Sets		
(xiv)	Multi Disc assembly (for fluid coupling)	2 Sets. of each type and rating		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(xv) Resilient Drive plate assy	2 Sets. of each type and rating		
	(xvi) One complete hydraulic door operating mechanism for one crusher including hydraulic cylinders, hoses, valves, hydraulic pump, panels, limit switches	1 Set		
<b>(I) VIBRATING SCREENING FEEDER</b>				
	(i) Bearings	2 Nos. of each type & size		
	(ii) Seals	2 Nos. of each size		
	(iii) Liners	1 Set		
	(iv) Screen plates	5 Sets		
	(v) VSF rotating part assy. along with drive & driven unbalanced shafts/ vibrating blocks, bearings, coupling shafts, gear boxes, sheave & unbalanced weights as applicable.	1 Set of each type and rating and direction		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vi) Hoses (if applicable)	2 Sets		
	(vii) Drive unit assembly (including electric motor, hydraulic pump, hydraulic motor, flexible shaft, gear box, as applicable)	1 Set		
	(viii) Base and supporting springs, rubber pads	2 Sets of each type & size		
	(ix) V belts	4 Sets of each type & size		
<b>(J)</b>	<b>ELECTRIC HOISTS</b>			
	(i) Brake linings	2 Sets of each type		
	(ii) Rope guide & rope tightner	1 No. of each type		
	(iii) Limit switch	2 Nos. of each type & size		
	(iv) Gear box/gear set	2 Sets of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(v) Motor/geared motor	1 No of each type & rating		
	(vi) Drum bearing	1 set of each type & rating		
<b>(K)</b>	<b>FLAP GATES</b>			
	(i) Limit switch	8 Nos. of each type & rating		
	(ii) Actuator (complete with motor, gear box, limit switches etc.)	2 Nos. of each type & rating		
	(iii) Oil seals of Actuator	2 Nos. of each type & rating		
	(iv) Flap gate shaft	2 Nos. of each type & rating		
	(v) Pressure nut	5 Nos. of each type & size		
<b>(L)</b>	<b>RACK &amp; PINION GATE</b>			
	(i) Limit switch	2 Nos. of each type & size		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(ii) Rollers with bearings	2 Nos. of each size		
	(iii) Motor gear box assembly	1 Set of each type		
	(iv) Actuator (complete with motor, gear box, limit switches etc.)	1 No. of each type & rating		
<b>(M)</b>	<b>SUMP PUMP AND DRAINAGE SYSTEM</b>			
	(i) Complete pump assembly with pump, motor, coupling base etc	1 Set		
	(ii) Impeller with key & nut	1 Set of each size & type		
	(iii) Oil seal	2 Nos. of each size		
	(iv) Coupling bolt with bushes	2 Sets of each type		
	(v) Pump shaft	1 No. of each size		
	(vi) Shaft sleeve	2 Sets of each size		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vii) Bearing bush	2 Sets of each size		
	(viii) Set of bearings	1 Set		
	(ix) Valves	2 Nos. of each size and type		
<b>(N)</b>	<b>DUST SUPPRESSION &amp; SERVICE WATER SYSTEM</b>			
	(a) Pump impeller with key & nut	1 Set of each type & size		
	(b) Pump Shaft	1 No of each type & size		
	(c) Bearings	1 Set each type & size		
	(d) Wearing rings	2 Sets of each type & size		
	(e) Shaft sleeve	2 Sets of each type & size		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(f) Bushings	2 Sets of each type & size		
	(g) Coupling bolts & nuts (with bushes) 2 sets	1 Set each type & size		
	(h) Spray nozzles	20 Nos. of each type & size		
	(i) Solenoid valves	5% of each type and size		
	(j) Globe valve / plug valves	10% of each type and size		
	(k) Gate valve	2 Nos. of each size		
	(l) Strainers	1 No. of each type		
	(m) Compressor			
	(i) Air filter element	8 Nos.		
	(ii) Oil filter	6 Nos.		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iii) Discharge check valve	3 Nos.		
	(iv) Oil Pump Parts (including distance ring, eccentric rings, Pump element, Pin, Key O, Ring) as applicable)	2 Sets		
	(v) Inlet valve assembly	2 Nos.		
	(vi) Electronic regulator	3 Nos.		
	(n) Pressure regulating station	1 Set of each type & size		
	(o) Hoses with connectors	4 Set of each type & size		
<b>(O)</b>	<b>VENTILATION SYSTEM</b>			
	(i) V-Belt	1 Set of each type		
	(ii) Pre-filter element of pressurizing fans	2 Sets of each type		
	(iii) Foundation Rubber pads	1 Set of each type & size		



Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iv) Bearings	1 Set of each type & size		
	(v) Plummer Blocks	1 Set of each type & size		
<b>(P)</b>	<b>ELEVATOR</b>			
	<b>(a) Brake</b>			
	(1) Tool to brake	1 No.		
	(2) Fan	1 No.		
	(3) Magnet coil with housing pads	2 Nos.		
	(4) Brake pads	6 Nos.		
	(5) Adjusting sleeve	2 Nos.		
	(6) Fixed brake disc	2 Nos.		
	<b>(b) Worm Gear</b>			
	(1) Worm gear	1 No.		
	(2) 'O' ring	2 Nos. of each type		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(3) Sealing ring	2 Nos. of each type		
(c)	<b>Door Front</b>			
	(1) Bearing	2 Nos.		
	(2) Roller	3 Nos.		
	(3) Bushing	2 Nos.		
(d)	<b>Limit Cams</b>			
	(1) Sensor	1 No		
	(2) Switch	2 Nos.		
	(3) Switch arm	2 Nos.		
(e)	<b>CAD</b>			
	(1) Guide roller	50 % of the total ones installed each type or minimum 1 no. whichever is higher		

**SCHEDULE - 2**  
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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(2) Switch	1 No.		
(f)	<b>Sliding Door</b>			
	(1) Rollers	4 Nos. of each type		
(g)	<b>Machinery</b>			
	(1) Guide roller	2 Nos.		
	(2) Pinion	1 No.		
	(3) Rubber inserts	6 Nos.		
	(4) Grove ring	6 Nos.		
	(5) Brake motor	1 No.		
(h)	<b>Cable trolley</b>			
	(1) Ball bearing	2 Nos. of each type		
(i)	<b>Drive</b>			
	(1) Pinion	1 No. of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(Q) DUST EXTRACTION SYSTEM**

- |     |  |                                |
|-----|--|--------------------------------|
| (1) | Fan Motor  | 1 No. of each<br>type & rating |
| (2) | Plummer Blocks                                     | 2 Sets. of<br>each type        |
| (3) | Bearing of fans & motor                            | 1 Set of<br>each type          |
| (4) | Pulley   | 2 Nos. of<br>each type         |
| (5) | Belts  | 2 Sets. of<br>each size        |
| (6) | Impeller and shaft of coal slurry<br>disposal pump | 1 Set. of<br>each type         |
| (7) | Bearing of pumps                                   | 1 Set of each<br>type          |
| (8) | Pump Motor   | 1 No. of<br>each type          |

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(9) Motor terminal blocks with studs for all motors	1 Set of each rating and type of motor		
	(10) Spray nozzle	10 Nos of each type		
	(11) Solenoid valve with coil	2 Nos of each type		
<b>(R)</b>	<b>SIDE ARM CHARGER</b>			
	(1) Gear box spares			
	(i) Complete gear box assy.	1 Set each type		
	(ii) Oil Seal	1 Set each type		
	(iii) Bearing	1 Set each type		
	(2) Carriage Wheels			
	(a) Bearings	1 Set of each size and type		
	(b) Oil Seals	2 Sets of each size and type		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(c) Plummer Block	1 Set of each type and size		
	(d) Carriage wheel fitted with shaft (without Plummer Block)	1 Set		
(3)	Coupling	1 Set each type		
(4)	Travel Wheel Assembly	1 No		
(5)	Bearing	1 No. of each type		
(6)	Motor			
	(a) Motor including slip ring motor	1 Set of each type and size		
	(b) Bearings	1 Set of each type and size		
	(c) Oil Seal	1 Set of each type and size		
(7)	Brakes			
	(a) Complete assembly	1 No. of each type and size		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(b) Linings & springs	1 Set of each type and size		
	(8) Couplings			
	(a) Complete assembly	1 No. of each type and size		
	(b) Pins, bushes and nuts	1 Set of each type and size		
	(9) <b>Hydraulic Power Pack</b>			
	(i) Hydraulic Pump with electric motor, coupling, valves & servo motor (mounted on pump) etc.	1 Set of each type and rating		
	(ii) Solenoid Valves complete with coils	1 Set of each type and size		
	(iii) Filter element (1 No. Pressure Filter + 1 No. Return Filter)	4 Sets of each type		
	(iv) Hydraulic Hoses	2 Sets		
	(v) Hydraulic Motor	1 Nos of each type		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vi) Traverse pump with electric motor, coupling, valves (mounted on pump) & servo motor (mounted on pump) etc.	2 Sets of each type		
	(vii) Hydraulic cylinder	1 No. of each type		
	(viii) Oil cooling fan with motor	2 Sets of each type		
	(ix) Oil filling motor	1 No of each type		
	(x) Servo motor	1 No of each type		
<b>(S)</b>	<b>WAGON TIPPLER AND ACCESSORIES</b>			
(1)	Speed Reducers			
	(a) Complete gear box assy..	1 Set of each type and rating		
	(b) Oil Seals	4 Sets of each type and rating		



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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(c) Bearings	2 sets of each type and rating		
	(2) Motor			
	(a) Motor including slip ring motor	1 No. of each type		
	(b) Bearings	1 Set of each type and size		
	(c) Oil Seal	1 Set of each type and size		
	(3) Brakes			
	(a) Complete assembly	1 No. of each type and size		
	(b) Linings & springs	1 Set of each type and size		
	(4) Couplings			
	(a) Complete assembly	1 No. of each type and size		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(b) Pins, bushes and nuts	1 Set of each type and size		
	(5) Thyristor/VVVF Panel			
	(a) Thyristor/VVVF cards/modules	1 No. of each type		
	(b) Relays	2 Nos. of each type and rating		
	(6) Hydraulic Power Pack			
	(a) Hydraulic Pump with electric motor, coupling, valves (mounted on pump) etc	1 Set of each type and size		
	(b) Hydraulic Motor	1 No. of each type and size		
	(c) Valves	1 No. of each type and size		
	(d) O.P. Coolers	1 No.		
	(e) Filter Elements	10 Nos. of each type		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(f) Pressure Switch	1 No. of each type		
	(g) Temperature Switch	1 No. of each type		
(7)	Bearings (not covered separately)	1 Set of each type and size		
(8)	Limit Switches	2 Nos. of each type.		
(9)	Cylinder Manifold block with all valves mounted on it	1 Set		
(10)	Hydraulic cylinder with piston	1 Set of each type and size		
(11)	Seals of hydraulic cylinder and pumps etc.	2 Sets of each type.		
(12)	Hydraulic hoses	2 Sets		
(13)	Gear box total	1 Set		
(14)	Gear flexible coupling	1 Set		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(15) Rod end bearings with housing	1 Set for all four clamps		
	(16) Pressure Switches	1 No		
	(17) Common manifold block complete with all valves mounted on it.	1 No.		
	(18) Main Pivot bearing	1 No.		
	(19) Pinion support & bearing	1 No. each type.		
	(20) Pinion	2 Nos.		
	(21) Latch (Pinion & rack segment locking device)	1 No.		
	(22) Chain & Sprocket	1 Set		
<b>(T)</b>	<b>APRON FEEDER</b>			
	(1) Head Pulley complete with shaft	1 No.		
	(2) Tail pulley complete with shaft	1 No.		
	(3) Drive Motor	1 No. of each type and size		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(4)	Gear Box	1 No. of each type and size & direction.		
(5)	Complete internals of gear box including input and output shafts	1 Set of each type & size		
(6)	Reduction gears	1 Set of each type and size		
(7)	Fluid coupling, flexible coupling etc.	1 No. of each type and size		
(8)	Traction rollers	20% of population		
(9)	Carrying idlers	20% of population		
(10)	Return Rollers	20% of population		
(11)	Sprocket segments	2 Sets of each type and size		
(12)	Link Chain	20% of each type and size		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(13) Pans (flights)	10%		
	(14) Hydraulic Cylinder	1 Set of each type and size		
	(15) Seal kit of hydraulic cylinders	0 Set.		
	(16) Plummer Blocks	1 No. of each type and size		
	(17) Bearings	1 Set of each type and size		
<b>(II)</b>	<b>ELECTRICAL</b>			
<b>(A)</b>	<b>CONVEYORS</b> (including belt feeders)			
	(1) Drive Motor (LT and HT)	1 No. of each type & rating (for population upto 10 Nos.)		
		2 Nos. of each type & rating (for population more 10 Nos)		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(2)	Belt Sway Switches	5% of each type		
(3)	Pull cord switches	15% of each type		
(4)	Zero speed switches	15% of each type		
(5)	Chute Block switches	15% of each type		
(6)	Position switches for trippers, paddle feeders	10% of each type		
(7)	Sensor/probe for zero speed switch	20% (min. 1 No) of each type and speed range		
(8)	Micro/limit switch of pull cord switch, belt sway switches, chute block switches	20% (min. 1 No) of each type and speed range		
(9)	Motor terminal block with studs for all motors	1 Set. of each type and rating of motor		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(B) CRUSHING EQUIPMENT**

- |     |   |   |
|-----|---|---|
| (1) | Motor of crusher  | 1 No.                                   |
| (2) | Set of pressure, temperature flow switches, zero speed/under speed switches, limit switches etc.) | 2 Nos. of each type and rating          |
| (3) | Motor terminal block with studs for all motors  | 1 Set. of each rating and type of motor |

**(C) MAGNETIC SEPARATORS/  
SUSPENDED MAGNETS**

- |     |                               |                     |
|-----|-------------------------------|---------------------|
| (1) | Rectifier with surge absorber | 1 Set               |
| (2) | Rectifier transformer         | 1 No.               |
| (3) | Auxiliary and power relays    | 2 Nos. of each type |
| (4) | Control transformers          | 1 No. of each type  |
| (5) | Ammeter                       | 2 Nos. of each type |



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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(6) Under current relay	1 No. of each type		
	(7) Isolating switch	1 No. of each type		
	(8) Motor terminal block with studs for all motors	1 Set. of each rating and type of motor		
<b>(D)</b>	<b>COAL SAMPLER</b>			
	(1) Motors	1 No. of each type		
	(2) Set of various limit switches	2 Nos. of each type		
	(3) Zero speed switch	1 No. of each type		
	(4) Solenoid valves with coils	2 Nos. of each type and size		
	(5) Motor terminal block with studs for all motors	1 Set. of each rating and type of motor		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(E) METAL DETECTOR**

(1)	Electronic Cards	1 Set complete
(2)	Relays	2 Nos. of each type
(3)	Coils of metal detector	2 Sets
(4)	Cables for search coils	1 Set
(5)	LCD Display unit	1 No. of each type

**(F) BELT WEIGHER**

(1)	Set of electronic cards	2 Nos. of each type
(2)	Load Cells	2 Nos. of each type
(3)	LCD Display Unit	2 Nos. of each type
(4)	Speed sensor	1 Nos. of each type

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(5) Cables for load cells & speed sensor	2 Sets		
	(6) Transducer, if applicable	2 Nos. of each type		
<b>(G)</b>	<b>TRANSFORMERS (ONAN)</b>			
	(i) HT Bushing	3 Nos. of each type & rating		
	(ii) LT Bushing	3 Nos. of each type & rating		
	(iii) Neutral bushing	1 No. of each type & rating		
	(iv) Neutral CT	1 No. of each type & rating		
	(v) Winding temp. indicator with alarm & trip contacts	1 No. of each type		
	(vi) Oil Temp. indicated with alarm & trip contracts	1 No. of each type		
	(vii) Buchholz relay	1 No.		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(viii) Magnetic oil gauge	1 No.		
	(ix) Set of valves	1 No.		
<b>(H)</b>	<b>HT SWITCHGEAR</b>			
	(a) Pole of breaker of each rating	2 Nos. for each rating		
	(b) Spring charging motor complete	2 Nos. for each type		
	(c) Shunt trip oil	2 Nos. for each type		
	(d) Closing coil	2 Nos. for each type		
	(e) Current transformer of each type and rating	2 Nos. for each type and rating		
	(f) Potential transformer of each type and ratio	2 Nos. for each type and rating		
	(g) Relay			
	(i) Each type and rating (anti- pumping relay also included)	1 No. for each type and rating		

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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(ii) Auxiliary relays / lock out relays / timers	2 Nos. for each type and rating		
	(h) Moving contract assembly of each installed rating	2 Nos.		
	(i) Stationary (fixed) contract	2 Nos.		
	(j) Bus seal-off bushing	3 Nos.		
	(k) Busbar support insulators	3 Nos.		
	(l) Limit switches of each type	3 Nos.		
	(m) Closing spring	3 Nos.		
	(n) Tripping spring	3 Nos.		
	(o) Control switches	3 Nos.		
	(p) Selector switches	3 Nos.		
	(q) Isolation switch for the control supply	3 Nos.		
	(r) Operating mechanism rod for each rating	2 Nos.		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(s) Set of gaskets of each rating	1 Set		
	(t) Ammeter of each type and range	2 Nos.		
	(u) Voltmeter of each type and range	2 Nos.		
	(v) Circuit breaker aux. contact assembly	6 Nos.		
	(w) (i) Indicating lamps	6 Nos.		
	(ii) Indicating lamp covers of all colours, lamp resistors and holders	6 Nos.		
	(x) (i) Fuse base and holder of each type and rating	3 Nos.		
	(ii) Fuse of each rating	6 Nos.		
	(y) Carbon brushes for spring charging motor (if applicable)	6 Sets		
	(z) Isolating contact (Fixed and moving)	2 Sets		
	(aa) Terminal blocks	2 Nos.		
	(bb) Arc chute (if applicable for each rating)	2 Nos.		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(cc) SF6 cylinders with SF6 gas filled alongwith nozzle for filling the gas if applicable	2 Nos.		
	(dd) Bearings of spring charging motor	3 Nos.		
	(ee) Multiple pin plug contact assembly with cables (male and female)	3 Nos.		
	(ff) Guide for moving contact set	2 Nos.		
	(gg) Interphase barrier	6 Nos.		
	(hh) Pressure gauge (for SF6 breaker)	2 Nos.		
	(ii) Contractors with HRC fuses	2 Nos.		
	(jj) Aux. contactors	2 Nos.		
	(kk) Control supply transformers (if applicable)	2 Nos.		
<b>(I)</b>	<b>LT BUS DUCT</b>			
	(i) Support insulators	3 Nos. for each type & rating		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(ii) Flexible terminal connectors for switchgear end with fasteners.	2 Sets of each rating		
	(iii) Flexible terminal contactors for transformer end with fasteners.	2 Sets of each type		
	(iv) Enclosure expansion bellows (if applicable)	1 Set of each type		
<b>(J)</b>	<b>L.T. SWITCHGEAR / MCCs/ DISTRIBUTION BOARDS</b>			
	<b>(a) Circuit Breaker Components</b>			
	(i) Spring charging motor	4 Nos. of each type		
	(ii) Primary disconnect (power)	1 No. of each type		
	(iii) Auxiliary contact set	2 Sets of each type / rating of breaker		



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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iv) Limit switch	5 Nos. of each type		
	(v) Arc chutes for each rating	2 Sets		
	(vi) Moving contacts of each rating	1 Set		
	(vii) Fixed contact of each rating	2 Sets		
	(viii) Arcing contact of each type	2 Sets		
	(ix) Closing coils for each type	4 Nos.		
	(x) Tripping coils for each type	4 Nos.		
	(xi) Closing & tripping springs	5 Nos. of each type		
	(xii) Releases	2 Nos. of each type		
	(xiii) Carbon brushes for spring charging motor	5 Sets of each type		
	(xiv) Over current devices	1 No of each type and rating		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(xv) All type of protection/ aux/relays, timers	1 No of each type and rating		
	(xvi) Coupling relays	10 Nos of each type and rating		
(b)	<b>LT panel components</b>			
	(i) Auxiliary contactor	2 Nos of each type and rating		
	(ii) Coupling relays without base	10 Nos of each type and rating		
	(iii) Bi-metallic overload relay	2 Nos of each type and rating		
	(iv) Overload relay reset chord complete	10 Nos of each type		
	(v) Switch fuse unit	5 Nos of each type and rating		
	(vi) Control fuse base with carrier	20 Nos		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vii) LT module incoming male/ female power contacts	3 Sets of each type and rating		
	(viii) LT module outgoing male/ female power contacts	3 Sets of each type and rating		
	(ix) Moving/detachable control disconnects contacts of each rating	5 Sets of each type and rating		
	(x) Power fuse base with carrier	3 Sets (9nos) of each type and rating		
(c)	<b>Instrument Transformer</b>			
	(i) Current Transformer	3 Nos of each type & rating		
	(ii) Voltage Transformer	1 Nos of each type & rating		
(d)	Control supply transformer	1 Nos of each type & rating		

**SCHEDULE - 2**  
**Page 64 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
(e)	<b>Meters</b>			
	(i) Ammeters	2 Nos of each type & range		
	(ii) Voltmeters	1 No of each type & range		
(f)	Relays (Protection, aux, coupling relay and timers)	1 No of each type		
(g)	<b>Contactors</b>			
	(i) Contactors and aux. Contactors (complete)	2 Nos of each type & rating		
	(ii) Coil for the Contactors and aux. Contactors	2 Nos of each type & rating		
	(iii) Main Contacts sets for power. Contactors	2 Nos of each type & rating		
(h)	Control, isolating & selector switches	1 No of each type & rating		
(i)	Push button of Various colours	2 Nos of each type & rating		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(K) CONTROL PANEL**

(Main control desk, Wagon Tipplier control desk, metal detector, magnetic separator, coal sampling system, belt weigher, hoists, dust suppression system, sump pumps, fluid couplings etc.)

- |       |                             |                                 |
|-------|-----------------------------|---------------------------------|
| (i)   | Control supply transformers | 1 No. of each<br>type & rating  |
| (ii)  | Relays and timer            | 1 No. of each<br>type & rating  |
| (iii) | Contactors                  | 1 No. of each<br>type & rating  |
| (iv)  | Ammeters                    | 1 No. of each<br>type & rating  |
| (v)   | Voltmeters                  | 1 No. of each<br>type & rating  |
| (vi)  | LEDs                        | 5 Nos. of each<br>type & rating |

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(vii) Control switches	1 No. of each type		
	(viii) Selector switches	1 No. of each type		
	(ix) Push button (complete with contact elements)	1 No. of each type & colour		
	(x) Auxiliary contactors and bimetallic overload relay set for panel	1 Complete set		
	(xi) Control fuse base with carrier complete set for panel	1 Complete set		
	(xii) Any special meter	1 No. of each type		
	(xiii) Bi-metallic overload relay	2 Complete sets		
<b>Note :</b> Spares already covered under respective equipment spares shall not be duplicated under control panel spares.				

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(L) PLC (WAGON TIPPLER)**

- |        |  |                               |
|--------|--|-------------------------------|
| (i)    | PLC cards (Processor, memory and all cards other than I/O cards) | 1 No. of each type            |
| (ii)   | Stabiliser   | 1 No. of each type            |
| (iii)  | Power pack   | 1 No. of each type            |
| (iv)   | I/O cards  | 2 Nos. of each type & rating  |
| (v)    | Fuses & Fused terminals  | 10 Nos. of each type & rating |
| (vi)   | Set of cards for UPS   | 1 Set                         |
| (vii)  | Modems   | 1 No. of each type            |
| (viii) | Optical fibre cable  | 10%                           |

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4

**(M) PLC (MAIN CHP CONTROL)**

- |        |  |                               |
|--------|--|-------------------------------|
| (i)    | PLC cards (Processor, memory and all cards other than I/O cards) | 1 No. of each type            |
| (ii)   | Stabiliser   | 1 No. of each type            |
| (iii)  | Power pack   | 1 No. of each type            |
| (iv)   | I/O cards  | 2 Nos. of each type & rating  |
| (v)    | Fuses & Fused terminals  | 10 Nos. of each type & rating |
| (vi)   | Set of cards for UPS   | 1 Set                         |
| (vii)  | Modems   | 1 No. of each type            |
| (viii) | Optical fibre cable  | 10%                           |



Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
<b>(N) VIBRATION MONITORING SYSTEM FOR CRUSHER</b>				
	(i) Vibration pick up	2 Nos.		
	(ii) Pick up cable	1 Length		
	(iii) Vibration monitor module and other cards	1 No. of each type		
	(iv) Power supply	1 No.		
	(v) Relays	2 Nos. of each type		
	(vi) Indicating lamps / LEDs	5 Nos. of each colour		
<b>(O) DUST SUPPRESSION &amp; SERVICE WATER SYSTEM</b>				
	(i) Electric motor	1 No. of each type & rating		
	(ii) Flow switches	2 Nos. of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iii) Pressure switches	2 Nos. of each type		
	(iv) Level switch	2 Nos. of each type		
<b>(P)</b>	<b>SUMP PUMP</b>			
	(i) Electric Motor	1 Nos. of each type & rating		
	(ii) Level switch	1 Set. of each type		
<b>(Q)</b>	<b>VENTILATION SYSTEM</b>			
	(i) Electric motor	1 No. of each type & rating		
<b>(R)</b>	<b>ELEVATORS</b>			
	(i) Contactors	2 Nos. of each type		
	(ii) Auxiliary Transformer, control transformer	1 No. of each type & rating		

**SCHEDULE - 2**  
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Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(iii) (a) Relays (Aux., Over current)	3 No. of each type & rating		
	(b) Time device	2 Nos. of each type & rating		
	(iv) Resistor	3 Nos. of each type & rating		
	(v) Switch	1 No. of each type		
	(vi) Push button	3 Nos. of each type		
	(vii) Rectifier	2 Nos.		
	(viii) Limit switch	4 Nos. of each type		
	(ix) Battery Charger	1 No. of each type		
	(x) Tone frequency transmitter	2 Set of each type		
	(xi) Tone frequency receiver	2 Set of each type		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
<b>(S) VIBRATING SCREENING FEEDER</b>				
	(i) Motor terminal block with studs for all motors	1Set of each rating and type of motor		
	(ii) Cards of variable frequency drive of vibrating screening feeders	1 Set		
<b>(T) Battery Charger</b>				
	(i) Thyristor blocks	1 Set of each type		
	(ii) Cards	1 No of each type		
<b>(U) CCTV</b>				
	(a) 1/3" CCD colour camera	10% max, 1 no. min.		
	(b) Motorised zoom lens for 1/3" camera	20% max, 2 nos. min.		
	(c) Video line corrector unit	10% max, 1 no. min.		

**SCHEDULE - 2**  
**Page 73 of 76**

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(d) Receiver / dirver unit	10% max, 2 nos min.		
	(e) Video switcher	10% max, 2 nos min.		
	(f) Data converter unit	10% max, 2 nos min.		
	(g) Code merger unit	10% max, 2 nos min.		
	(h) Full function	10% max, 1 no. min.		
	(i) 51 cm colour monitors	10% max, 1 no. min.		
	(j) Multiplexer	20% max, 2 nos min.		
	(k) Time lapse recorder	10% max, 1 no min.		
	(l) Mechanism motors	10% max, 2 nos min.		

Item	Description	Qty.	* Unit Ex-works Price	* Total Ex-works Price
1	2	3	4	5 = 3 x 4
	(m) Cables (Video)	5%		
	(n) Hardware for viewing CCTV picture on LVS	10% max, 1 no. min.		
	(o) Complete pan/ tilt mechanism	10% max, 1 no. min.		

\* Please state the currency and fill in the amount in figures and words.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :**

1. Item listed above but price in Schedule 1 will be struck off by the Bidders in this Schedule 2.
2. Unless stated otherwise a 'set' means items or sub-items required for each type/size range of the assembly/sub-assembly, required for complete replacement in one main equipment. It is further, intended that the assembly/sub-assembly which have different orientation (like left hand or right hand, top or bottom), different direction of rotation or mirror image positioning or any other reasons which result in maintaining two different sets of the spares to be used for the subject assembly/sub-assembly, these shall be considered as different types of assembly/sub-assembly.
3. Wherever quantity has been specified as percentage (%), the quantity of mandatory spares to be provided by the Contractor shall be the specified percentage (%) of the total population required to meet the specification requirements. In case the quantity of Mandatory Spares so calculated to be fraction, the same shall be rounded off to next higher whole number.
4. Whenever the quantities have been indicated for each type, size, thickness, materials, radius, range etc. these shall cover all the items supplied and installed and the breakup for these shall be furnished in the bid.

5. In case spares indicated in the list are not applicable to the particular design offered by the bidder, the bidder should offer spares applicable to offered design with quantities generally in line with approach followed in the above list.
6. Price of each and every item is to be given separately. In case bidder mentions 'Not Applicable' against an item in the bid and later on the same spare is found to be applicable during detailed engineering, the vendor shall supply such spares free of cost.
7. Bidder are required to indicate the break-up of type test charges as per Schedule-8B.
8. In case the description / quantity for any item mentioned in schedule is at variance from what has been stated in the Technical Specifications and its subsequent amendments and clarifications, the latter shall prevail.



**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE OF RATES AND PRICES**

**Schedule No. 3 : Local Transportation including Port Handling, Port Clearance & Port Charges & Inland Transit Insurance and other local costs incidental to delivery of plant & equipment including mandatory spares.**

Item	Description	Total Price (Indian Rupees)
1	2	3.

**(I) MAIN EQUIPMENT**

**(II) MANDATORY SPARES**

**GRAND TOTAL (I + II)**  
**(To Schedule 5 Grand Summary)**

Date :  
Place :

(Signature).....  
(Printed Name).....  
(Designation).....  
(Common Seal).....

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE OF RATES AND PRICES**

**Schedule No. 4 : Installation Services including insurance (other than inland transit insurance) and Structural and Civil Works Price Components**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5

**A. MAIN EQUIPMENT**

(1) Conveyor System

(a) Conveyor 37A/B each complete with :

(i) Belting

(ii) Idlers

**SCHEDULE - 4**  
**Page 2 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(iii) Pulleys					
	-- Drive					
	-- Snub, bend					
	-- Tail					
	(iv) Drive with local accessories					
	-- Gear box					
	-- Fluid coupling					
	-- Motor					
	(v) Gravity operated tension units including pulleys and structures for take-up					
	(vi) Short supports, stringers, deck plates, access and maintenance platforms					
	(vii) Belt cleaners internal & external					

**SCHEDULE - 4**  
**Page 3 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(viii) (a) Pull chord switches					
	(b) Belt sway					
	(c) Zero speed switches					
	(ix) Brakes					
(b)	Conveyor 38A/B each complete with :					
	(i) Belting					
	(ii) Idlers					
	(iii) Pulleys					
	-- Drive					
	-- Snub, bend					
	-- Tail					
	(iv) Drive with local accessories					
	-- Gear box					

**SCHEDULE - 4**  
**Page 4 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	-- Fluid coupling					
	-- Motor					
	(v) Gravity operated tension units including pulleys and structures for take-up					
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms					
	(vii) Belt cleaners internal & external					
	(viii) (a) Pull chord switches					
	(b) Belt sway					
	(c) Zero speed switches					
	(ix) Brakes					
(c)	Conveyor 39A/B each complete with :					
	(i) Belting					

**SCHEDULE - 4**  
**Page 5 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(ii) Idlers					
	(iii) Pulleys					
	-- Drive					
	-- Snub, bend					
	-- Tail					
	(iv) Drive with local accessories					
	-- Gear box					
	-- Fluid coupling					
	-- Motor					
	(v) Gravity operated tension units including pulleys and structures for take-up					
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms					

**SCHEDULE - 4**  
**Page 6 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(vii) Belt cleaners internal & external					
	(viii) (a) Pull chord switches					
	(b) Belt sway					
	(c) Zero speed switches					
	(ix) Brakes					
(d)	Conveyor 21 Modification/Extension complete with :					
	(i) Belting					
	(ii) Idlers					
	(iii) Pulleys (as required)					
	-- Drive					
	-- Snub, bend					
	-- Tail					

**SCHEDULE - 4**  
**Page 7 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(iv) Drive with local accessories (as required)					
	-- Gear box					
	-- Fluid coupling					
	-- Motor					
	(v) Gravity operated tension units including pulleys and structures for take-up (modification)					
	(vi) Short supports, stringers, deck plates, seal plates access and maintenance platforms (as required)					
	(vii) Belt cleaners internal & external					
	(viii) (a) Pull chord switches					
	(b) Belt sway					
	(c) Zero speed switches					
	(ix) Brakes					



**SCHEDULE - 4**  
**Page 8 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(q) Movable Belt feeder MBF-1&2 at Crusher House					
	(i) Belting					
	(ii) Idlers					
	(iii) Pulleys					
	-- Drive					
	-- Tail					
	(iv) Drive with local accessories					
	-- Gear box					
	-- Fluid coupling					
	-- Motor					
	(v) Tensioning Units					
	(vi) Short supports, stingers, deck plates, accessories etc.					

**SCHEDULE - 4**  
**Page 9 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
(2)	Junction Tower					
	(a) JT-1					
	(i) Chute work					
	(ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW, Ventilation etc.					
	(iii) Local accessories					
	(b) JT-2					
	(i) Chute work					
	(ii) Monorails, electric/manual hoists, movable head, access & maintenance platforms, dust suppression system PW, SW Ventilation etc.					
	(iii) Local accessories					
	(c) JT-3					
	(i) Chute work					

**SCHEDULE - 4**  
**Page 10 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(ii) Monorails, electric/manual hoists, flap gates, access & maintenance platforms, dust suppression system PW, SW etc.					
	(iii) Local accessories					
	(iv) Modification work in existing conveyor gallery 3A/3B and conveyor 3A/3B					
(d)	JT-4					
	(i) Chute work					
	(ii) Monorails, electric/manual hoists, access & maintenance platforms, dust suppression system PW, SW etc.					
	(iii) Local accessories					

**SCHEDULE - 4**  
**Page 11 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(e) Existing TP-5 Modification					
	(i) Dust suppression system PW, SW etc.					
	(ii) Modification in TP-5 for dismantling Conv. 21 tail frame etc. for extension of Conveyor 21 to JT-4					
	(iii) Local accessories					
	(f) Pent House (PH.) complete with all mechanical, electrical works, cross over etc.					
(3)	Vibrating Screening feeders each complete with its drives, all mechanical and electrical accessories	2 nos.				
(4)	Crushers each complete with :	2 nos. each				
	(i) Crusher					
	(ii) Scoop tube type fluid coupling					
	(iii) Motor					

**SCHEDULE - 4**  
**Page 12 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	(iv) Other Mechanical & Electrical accessories					
(5)	Gates each comprising of one rod gate and one actuator operated rack & pinion gate complete with drives, all mechanical and electrical accessories	2 sets				
(6)	One (1) Number crusher house					
	(i) Complete chute work, alongwith monorails, electric/manual hoist, drive units, access maintenance platforms, dust suppression system, Dust extraction system, PW, SW etc.					
	(ii) Vibration isolation system					
	(iii) Vibration monitoring system					
(7)	Passenger-cum-goods elevator with drive, all mechanical accessories and electricals to serve various floors of the Crusher House	1 no.				

**SCHEDULE - 4**  
**Page 13 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
(8)	(a)	Wagon tippler complete with all electricals, supporting structures etc.	2 nos.			
	(b)	Apron feeder under the wagon tippler complete with dribble conveyor and all associated electricals and supporting structure members.	2 nos.			
	(c)	Side arm charger alongwith complete supporting structures, rails, electricals and accessories	2 nos.			
(9)	(i)	Dry Fog dust suppression system for control of fugitive dust in Junction Tower, transfer points and crusher house, complete with all mechanical & electrical accessories				
	(ii)	Plain water dust suppression system for control of fugitive dust in wagon tippler hopper complete with all mechanicals & electrical accessories				
(10)	(i)	Adequate number of ventilation equipment for ventilating underground portion of conveyor 37A/37B, 38A/38B, Wagon tippler hopper, battery room of control				

**SCHEDULE - 4**  
**Page 14 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
	rooms, toilets, underground portion of JT-1, JT-2 etc. complete with all mechanical & electrical accessories					
	(ii) Pressurised ventilation system for all MCC rooms complete with all mechanical & electrical accessories					
	(iii) Air-conditioning for Main control room area, WT Control room, office of WT control room complete with all mechanical, electrical works and all other related work like false ceiling, insulation, air tight double doors, composite double glazing between AC & non AC areas etc.					
(11)	Sump pumps complete with all mechanical, electricals accessories with drive, valves fittings pipe work, support hangers, level switches, drain pit in wagon tippler hoppers, JT-2	4 nos.				
(12)	Coal sampling units to draw sampling for coal at crusher house	1 no.				

**SCHEDULE - 4**  
**Page 15 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
(13)	In line magnetic separator complete with all mechanical accessories and eletricals	2 nos.				
(14)	Belt weighers complete with all mechanical & electrical accessories	4 nos.				
(15)	Metal detectors complete with all mechanical, electrical and accessories	4 nos.				
(16)	DS/Service water pumps, potable water pumps. cooling water pumps complete with drives, all mechanical & electrical accessories piping valves & fittings, level switches, pressure switches/gauges etc.	Lot				
(17)	Suspended Magnet complete with all mechanical, electrical and accessories	2 nos.				
(18)	Dust Extraction System to control fugitive dust in VSF & MBF in CH complete with all mechanical & electrical & accessories	Lot				
(19)	Transformers					
	(i) 6.6/0.433 kV, ONAN Cooled	4 nos				



**SCHEDULE - 4**  
**Page 16 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
(20)	HT Switchgear	Lot				
(21)	(i) 415 V MCC/Switchgear & bus duct	Lot				
	(ii) AC/DC Fuse boards	Lot				
(22)	6.6 kV grade cables	Lot				
(23)	LT power, control, instrumentation, special cables & trailing/flexible cable	Lot				
(24)	Control panels, local control panels, push button stations etc.	Lot				
(25)	PLC (Processor, I/O racks, monitor/KBD etc.) for main CHP Control System	Lot				
(26)	PLC (Processor, I/O racks, monitor/KBD etc.) for Wagon Tippers	Lot				
(27)	Lighting system & accessories	Lot				
(28)	Cabling and erection accessories	Lot				
(29)	Earthing and lightning protection system	Lot				

**SCHEDULE - 4**  
**Page 17 of 20**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5
(30)	CCTV	Lot				
(31)	Battery & Battery Chargers	Lot				
(32)	Any equipment/works not covered above but required for successful commissioning of the system list of such items to be given by bidder					
<b>TOTAL (A) (MAIN EQUIPMENT)</b>						

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5

**B. STRUCTURAL WORKS**

For Conveyor's & CHP buildings,  
all sheds

- (a) (i) Steel buildings (Crusher House  
Transfer Points, Trestles, conveyor,  
galleries, walkways, stairs,  
gratings, handrails, monorails,  
etc.
- (ii) Metal cladding
- b) Any other item not included in  
the above (please specify)

**TOTAL STRUCTURAL WORKS PRICE (B)**

Item	Description	Qty.	* UNIT PRICE		* TOTAL PRICE	
			Foreign Curr- ency Portion	Indian Curr- ency Portion	Foreign	Local
1	2	3	4	5	6 = 3 x 4	7 = 3 x 5

### C. CIVIL WORKS

- a) Wagon tippler
- b) Conveyors
- c) All tunnels & Pent Houses
- d) Transfer Points/Junction Towers/  
Crusher House
- e) MCC Buildings
- f) Drainage, dust suppression  
pump houses etc.

**TOTAL CIVIL WORKS PRICE (C)**

**GRAND TOTAL (TOTAL A + B + C)**  
**(To Schedule 5 Grand Summary)**

\* Please state the currency and fill in the amount in figures and words.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To

[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE NO. 5 : GRAND SUMMARY**

Item Description		* Total Price Foreign Currency Portion (            )	* Total Price Local Currency Portion (Rs.        )
(1)	<b>TOTAL OF SCHEDULE NO. 1</b> Plant and Equipment including Type Tests and mandatory spares parts to be supplied from Abroad by Foreign Bidder		
(2)	<b>TOTAL OF SCHEDULE NO. 2</b> Plant and Equipment including Type Tests and mandatory spares parts manufactured within the Employer's Country		
(3)	<b>TOTAL OF SCHEDULE NO. 3</b> Local Transportation, including Port Handling, Port Clearance & Port Charges and inland transit insurance and other Local Costs		
(4)	<b>TOTAL OF SCHEDULE NO. 4</b> Installation Services including Civil and Structural Works		
<b>GRAND TOTAL (TO BID FORM)</b>			
Date	:	(Signature).....	
Place	:	(Printed Name).....	
		(Designation).....	
		(Common Seal).....	

\* Please state the currency and fill in the amount in figures and words.

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**SCHEDULE OF RATES AND PRICES**

**Schedule No. 6 : Recommended Spare Parts**

Item	Description	Qty.	Unit Price		Total price		*Local transport- ation charges (including inland insurance port handling, port clearance & port charges)	*Total price (as delivered at Project)	
			*CIF (For Spares supplied from abroad by Foreign Bidder)	*Ex- works (For domes- tically manufac- tured spares) (Indian Rs.)	*CIF (Indian port of entry)	*Ex- works (India)		FOR (for spares supplied from abroad)	FOR (for domes- tically manufac- tured spares)
1.	2.	3.	4.	5.	6=3x4	7=3x5	8	9=6+8	10=7+8

**SCHEDULE - 6**

Page 2 of 2

1.	2.	3.	4.	5.	6=3x4	7=3x5	8.	9=6+8	10=7+8
----	----	----	----	----	-------	-------	----	-------	--------

**TOTAL PRICE**

We also confirm that the items of Recommended Spares with same specification having same identification number but with different item code have been quoted by us at the same price. Further all such items of spares have been clubbed together and enclosed separately at Annexure..... to our offer.

\* Bidders shall state the currency and fill in the amount in figures and words.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**Note :**

1. Domestically manufactured spares shall be quoted on Ex-works (India) basis and the spares to be supplied from abroad (applicable for foreign bidders) shall be quoted on CIF/(Indian port of entry) basis.
2. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Schedule.



**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**Schedule No. 7** : The details of Taxes and Duties applicable as on seven (7) days prior to the last day for submission of bid, which may be payable by Employer in accordance with the provision of Bidding Documents, are as under:

**A. Taxes and Duties applicable on Ex-works (India) price component (Schedule-2) in respect of direct transactions between Bidder and Employer, not included in the Bid Price.**

Item No.	Description of Taxes/Duties Levies etc.	Rate of Taxes/Duties/ Levies applicable (%)	Amount (in bid currency) on which Taxes/Duties/Levies applicable			Taxes/Duties Levies payable (Indian Rs.)			Total Taxes/ Duties/Levies payable (Indian Rs.) (7+8+9)
			Main Equip-ments (Under Schedule No.2)	Mandatory Spares (Under Schedule No. 2)	Type Tests (Under Schedule No. 2)	Main Equip-ments (Under Schedule No. 2)	Mandatory Spares (Under Schedule No. 2)	Type Tests (Under Schedule No. 2)	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10 = 7+8+9

1. Central Sales Tax

2. Local Sales Tax

**SCHEDULE - 7**

Page 2 of 3

1.	2.	3.	4.	5.	6.	7.	8.	9.	10 = 7+8+9
----	----	----	----	----	----	----	----	----	------------

3. Entry Tax/Octroi

4. Any other Taxes/  
Duties/Octroi  
(to be specified  
by Bidder)

---

**TOTAL TAXES AND DUTIES**

---

**B. Service Tax and Educational Cess thereon applicable on price component, which is included in the Bid Price.**

Item No.	Description of Taxes	Rate of Taxes applicable (%)	Component of which Taxes Applicable	Corresponding Amount (in bid currency) on which taxes applicable	Total Taxes considered in the bid
1	2	3	4	5	6=3x5

1. Service Tax

2. Education Cess

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

- Note :**
1. For availing concessional rate of sales taxes, the Employer will issue requisite declaration forms.
  2. Bidder shall quote the taxes, duties and levies as applicable in the Employer's country as on seven (7) days prior to the last date for submission of bids.

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**Schedule No. 8A : Break up of Type Test Charges covered in Schedule-1**

We confirm that the charges for all the type tests stipulated in the bidding documents are included in our bid price. Further, the break up of the type test charges for the items quoted in Schedule-1 are given below :

Sl. No.	Description of Equipment	Description of Test	*Total Charges
1.	2.	3.	4.
1.	H.T. Motors (For each type and rating)	(a) No load saturation and loss curves (upto approx. 115% of rated voltage)	
		(b) Measurement of noise at no load	
		(c) Momentary over load test	
		(d) Full load test	
		(e) Temperature rise test	

**SCHEDULE - 8A**

Page 2 of 2

1.

2.

3.

4.

**TOTAL (TO SCHEDULE-1)**

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Note : 1. \*Please state the currency and fill in the amount in figures and words.

2. The currency of charges for type tests shall be same as the currency in which the corresponding equipment is being offered in Schedule-1.

**WAGON TIPPLER, CRUSHING AND CONVEYING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT  
STAGE-III (2 X 500 MW)  
BID DOCUMENT NO. CS-2240-155C-2**

Bidder's Name and Address :

To  
[Employer's Name & Address]

IFB Number : CS-2240-155C-2

**Schedule No. 8B : Break up of Type Test Charges covered in Schedule-2**

We confirm that the charges for all the type tests stipulated in the bidding documents are included in our bid price. Further, the break up of the type test charges for the items quoted in Schedule-2 are given below :

Sl. No.	Description of Equipment	Description of Test	*Total Charges
1.	2.	3.	4.
1.	H.T. Motors (For each type and rating)	(a) No load saturation and loss curves (upto approx. 115% of rated voltage)	
		(b) Measurement of noise at no load	
		(c) Momentary over load test	
		(d) Full load test	

**SCHEDULE - 8B**

Page 2 of 2

1.

2.

3.

4.

(e) Temperature rise test

**TOTAL (TO SCHEDULE-2)**

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Note : 1. \*Please state the currency and fill in the amount in figures and words.

2. The currency of charges for type tests shall be same as the currency in which the corresponding equipment is being offered in Schedule-2.

# ***NTPC Limited***

(A Government of India Enterprise)



**VINDHYACHAL SUPER THERMAL POWER PROJECT**

**STAGE - III (2X500 MW)**

**BIDDING DOCUMENTS**

**FOR**

**WAGON TIPPLER, CONVEYING &**

**CRUSHING PLANT PACKAGE**

**SECTION - VII**

**(PART 2 OF 2)**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**



# ***NTPC Limited***

(A Government of India Enterprise)



## **VINDHYACHAL SUPER THERMAL POWER PROJECT**

### **STAGE - III (2X500 MW)**

#### **BIDDING DOCUMENTS**

#### **FOR**

### **WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE**

### **SECTION - VII**

### **(PART 2 OF 2)**

**BIDDING DOCUMENT NO. : CS-2240-155C-2**

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

## TABLE OF FORMS AND PROCEDURES

Sl.No.	Description
1.	Bid Form and Price Schedules
2.	Bid Security Form - Bank Guarantee
2a.	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture - <b>NOT APPLICABLE</b>
2b.	Bid Security Form - Letter of Credit
3(a).	Form of Notification by the Employer to the Bidder
3(b).	Form of Sight Draft
4.	Form of Notification of Award
5.	Form of Contract Agreement
6.	Performance Security Form
6a.	Performance Security Form in case of Contract awarded to Joint Venture - <b>NOT APPLICABLE</b>
7(i).	Bank Guarantee Form for Advance Payment (Supply-FOB/Ex-works)
7(ii).	Bank Guarantee Form for Advance Payment (Installation Services)
7(iii).	Bank Guarantee Form for Advance Payment in case of contract awarded to Joint Venture <b>(NOT APPLICABLE)</b>
8.	Form of Completion Certificate
9.	Form of Operational Acceptance Certificate
10.	Form of Trust Receipt
11.	Forms of Indemnity Bond (3 Nos.)
12.	Form of Authorisation Letter
13.	Forms of Deed of Joint Undertaking
14.	Form of Bank Guarantee by Associate/Collaborator
15.	Form of Joint Venture Agreement - <b>NOT APPLICABLE</b>
16.	Form of Bank Guarantee Verification Check List
17.	Form of Validity Extension of Bank Guarantee

## **2. BID SECURITY FORM**

## 2. Bid Security Form

### Bank Guarantee

(To be stamped in accordance with Stamp Act,  
if any, of the Country of the issuing Bank)

Bank Guarantee No. ....

Date.....

To:

*[Employer's Name and Address]*

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ...., M/s ..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said bid for *[Name of Contract Package]* .....

As an irrevocable bank guarantee against Bid Security for an amount of ..... (\*)..... valid for..... days from .....(\*\*)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the .....*[Name & address of the Bank]* ..... having our Head Office at ..... (#) ..... gurantee and undertake to pay immediately on demand by.....*[Name of the Employer]*..... the amount of .....(\*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... *[Contractor's Name]* ..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....200.....at.....

**WITNESS :**

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Designation with Bank Stamp)
	Attorney as per Power of Attorney No..... Date.....

- NOTE : 1. (\*) The amount shall be as specified in the Bid Data Sheets.
- (\*\*) This shall be the date of opening of bids.
- (#) Complete mailing address of the Head Office of the Bank to be given.
- (@) This date shall be forty five (45) days after the last date for which the bid is valid.
2. The Bank Guarantee shall be from a Bank as per provisions of ITB Clause 12.2 of the Bidding Documents.
  3. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.
  4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

**2a. Bid Security Form**

**(IN CASE OF BID FROM JOINT VENTURE)**

**(NOT APPLICABLE)**

**Bank Guarantee**

(To be stamped in accordance with Stamp Act,  
if any, of the Country of the issuing Bank)

Bank Guarantee No. ....

Date.....

To:

*[Employer's Name and Address]*

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ...., M/s..... having its Registered/Head Office at ..... and M/s..... having its registered/head office at ..... hereafter collectively called the 'Bidder') wish to participate in the said bid for *[Name of Contract Package]* .....

As an irrevocable bank guarantee against Bid Security for an amount of .....(\*).....valid for..... days from.....(\*\*).....required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the .....*[Name & address of the Bank]*..... having our Head Office at ..... (#)..... guarantee and undertake to pay immediately on demand by.....*[Name of the Employer]*..... the amount of .....(\*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... and M/s..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....200.....at.....

**WITNESS :**

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with  
Bank Stamp)

Attorney as per  
Power of Attorney No.....  
Date.....

NOTE : 1. (\*) The amount shall be as specified in the Bid Data Sheets.

(\*\*) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank guarantee.

**FORM No. 2 (b)**

PROPOSED ISSUING BANK NAME & ADDRESS

IRREVOCABLE STANDBY CREDIT NUMBER & DATE:

Beneficiary: NTPC Limited  
6th Floor, Engineering Office Complex  
Plot No. A-8, Sector 24  
Noida, Distt. Gautam Budh Nagar  
(U.P.), India Pin - 201 301.

Gentlemen :

By the order of :

.....  
.....(Name of Bidder) \*.....  
.....

1. We hereby issue in favour of the Beneficiary our irrevocable credit for the account of .....(hereinafter called the Bidder) for an amount or amounts not to exceed in the aggregate US Dollars ..... (Amount)..... (Amount written out) available by your drafts at sight and will be effective from..... (Bid Opening Date).....until its expiry date as specified below:
2. Your sight draft(s) in the format attached Exhibit 1 (i.e. Form 3b, Section VII, Part 2 of 2) must mention our credit number as it appears above, and be accompanied by the Notification by the Employer to the Bidder in the format of attached Exhibit-II (i.e. Form 3a, Section-VII, Part 2 of 2) and be presented to our counters.....(Name and Address of the counters).....before expiration of this credit.
3. Our counters.....(Name and Address of the counters).....on verification of the documents mentioned in para 2 above shall send the amount to State Bank of India, CAG Branch, Barakhamba Road, New Delhi, for credit of amount to Account Number: CCA/C01600/001041/00 of NTPC Ltd.
4. This credit shall remain in force upto and including.....@.....and shall be extended from time to time for such period as may be desired by.....(Name of Bidder).....on whose behalf this letter of credit has been issued.



5. We are informed that this instrument is being issued in accordance with Invitation for Bids under your Bid Document No. CS-2240-155C-2 for Wagon Tippler, Conveying & Crushing Plant Package for Vindhyachal Super Thermal Power Project, Stage-III (2 X 500 MW).
6. This credit is subject to the Uniform Customs and practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication Number 500.
7. This is Operative instrument and no confirmation will be sent. We hereby engage with drawers and/or bonafide holders that sight draft drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation.
8. Any advising and/or confirmation charges and/or negotiating charges of the issuing bank for realisation of proceeds of this Letter of Credit shall be to the account of the bidder.

Very truly yours

ISSUING BANK

.....

AUTHORISED SIGNATURE(S)

\* Note : In case of bid from Joint Venture, Name of both the partners to the Joint Venture shall be mentioned. - Not Applicable

@ This date shall be forty five days (45) beyond the validity of bid.

3. (a) FORM OF NOTIFICATION BY THE  
EMPLOYER TO BIDDER
- (b) FORM OF SIGHT DRAFT

### 3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BIDDER

M/s.....

Ref : Your proposal against our IFB No.....  
Forfeiture of Bid Guarantee amount.

Dear Sirs,

Whereas you have furnished as a part of your proposal the Bid Guarantee in the form of irrevocable and confirmed Letter of Credit No.....dated.....  
.....for a sum of .....

(Bank's name)

.....payable to..... (Name of the Employer) on demand without any reservation, demur or protest, contest and recourse at.....

(Name and place of Bank)

In terms of the aforesaid Bid Guarantee, we do hereby forfeit the Guarantee amount.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

N.B. The Letter of Credit should not stipulate any other proforma of notification different from this format. No change whatsoever in the said proforma is acceptable to the Employer.

### 3b. FORM OF SIGHT DRAFT

Drawn under L.C. No.....dated.....

of .....  
(Name of Bank that opened the L.C.)

At sight promptly pay to .....  
(Name of the Bank at which L/C, is negotiable

.....or order sum of.....  
for payment to the Employer) (Amount of L/C)

for value received.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

To,

(Name and Address of the  
Bank which opened L.C.)

#### **4. FORM OF NOTIFICATION OF AWARD**

**4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'  
FOR SUPPLY OF PLANT AND EQUIPMENT**

**NOTE : INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.**

Ref. No. :

Date :

.....(Contractor's Name & Address).....  
.....  
.....  
.....

Attn : Mr.....

**Sub : Notification of Award of Contract for Supply of..... (Package Name) ..... as per Bid Document No.....**

Dear Sir,

1.0 This has reference to the following :

- (i) Our Invitation for Bids (IFB) No. ....dated.....
- (ii) Bidding Documents for the subject package issued to you vide our letter no. .... dated..... comprising the following :

**.....(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder).....**

Errata/Amendment No..... to..... **(Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains).....** issued to you vide our letter no. ....dated.....

**(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)**

- (iii) Clarifications furnished to you on the Bidding Documents vide our letter no..... dated ..... based on the query raised by **you/ one of the prospective bidders. (Use as applicable)**

**(Applicable only if any clarification to the Bidding Documents has been issued subsequently)**

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)**

- (iv) Your Proposal for the subject package submitted vide your letter No. .... dated..... **and its modification vide letter no. .... dated .....** *(Delete if not applicable).*
- (v) Our Fax message/letter No. .... dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

**(Applicable only if any extension has been sought subsequently)**

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)**

- (vi) Our Fax message/letter No. .... dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from ..... to ..... resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
- (a) Minutes of Meeting regarding Commercial issues (APPENDIX - .....)
- (b) Minutes of Meeting on Technical issues (APPENDIX - .....)
- (c) Minutes of Meeting regarding Work Schedule (APPENDIX - .....)
- (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX - .)

- 2.0 We confirm having accepted your proposal submitted vide letter no. .... dated ..... **and its modification vide letter no..... dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of .....**(Indicate brief Scope of Work)**..... of..... **(Name of Package)** .....for **(Name of project)**..... as per Specification No. :..... (hereinafter referred to as the 'First Contract').

3.0 \*We have also notified you vide our Notification of Award No. .... dated.....and Notification of Award No.....dated..... for award of 'Second Contract' and 'Third Contract' on you for the work of ..... **(Indicate brief scope of work of the Second Contract and Third Contract)** .....for .....**(Name of Package)** .....as per Bid Document No..... (hereinafter referred to as the 'Second Contract' and 'Third Contract'). You shall also be fully responsible for the works to be executed under the 'Second Contract' and 'Third Contract' and it is expressly understood and agreed by you that any breach under the 'Second Contract' and/or 'Third Contract' shall automatically be deemed as a breach of this 'First Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' and 'Third Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' and/or 'Third Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this 'First Contract' when installed and commissioned under the 'Third Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

\* To be modified suitably in case of three contracts.

4.0 The total Contract Price for the entire scope of work under the Contract shall be .....**(Specify the amount and currency)**..... as per the following break up :

(i)	Ex-manufacturing works/place of despatch price (both in India)/ CIF (Indian port of entry) price <b>(Use as Applicable)</b> for Main Equipment	.....
(ii)	Ex-manufacturing works/place of despatch price (both in India)/ CIF (Indian port of entry) price <b>(Use as Applicable)</b> for Mandatory Spares	.....
(iii)	Type test charges	.....
	TOTAL (i + ii + iii)	.....
	(..... <b>(Specify the total amount in words)</b> .....)	



- 5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(**Specify**).....days from the date of this Notification of Award.
- 6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,  
for and on behalf of  
.....(**Name of the Employer**).....

**(Authorised Signatory)**

Encl. : As above.

**4b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR  
INSTALLATION OF PLANT AND EQUIPMENT**

**NOTE :**        *INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD  
ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.*

Ref. No. :

Date :

.....(*Contractor's Name & Address*).....

.....

.....

.....

Attn : Mr.....

**Sub :** Notification of Award of Contract for Inland Transportation, Insurance, Installation,  
testing, commissioning and unducting Guarantee tests of .....  
*(Package Name)* ..... as per Bid Document  
No.....

Dear Sir,

1.0 This has reference to the following :

- (i) Our Invitation for Bids (IFB) No. ....dated.....
- (ii) Bidding Documents for the subject package issued to you vide our letter no.  
..... dated..... comprising the following :

*.....(List out all the Sections/Volumes of the Bidding Documents  
along with Tender Drawings etc. as issued to the bidder).....*

Errata/Amendment No..... to..... *(Name of Section/Volume  
of the Bidding Documents to which Errata/Amendment pertains)*.....  
issued to you vide our letter no. ....dated.....

*(Applicable only if any Errata/Amendment to the Bidding Documents has  
been issued subsequently)*

- (iii) Clarifications furnished to you on the Bidding Documents vide our letter  
no..... dated ..... based on the query raised by **you/one**  
**of the prospective bidders. (Use as applicable)**

*(Applicable only if any clarification to the Bidding Documents has been issued subsequently)*

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)**

- (iv) Your Proposal for the subject package submitted vide your letter No. .... dated..... **and its modification vide letter no. .... dated .....** *(Delete if not applicable)*.
- (v) Our Fax message/letter No. .... dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

*(Applicable only if any extension has been sought subsequently)*

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)**

- (vi) Our Fax message/letter No. .... dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from ..... to ..... resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
- (a) Minutes of Meeting regarding Commercial issues (APPENDIX - .....)
  - (b) Minutes of Meeting on Technical issues (APPENDIX - .....)
  - (c) Minutes of Meeting regarding Work Schedule (APPENDIX - .....)
  - (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX - .)

- 2.0 We confirm having accepted your proposal submitted vide letter no. .... dated ..... **and its modification vide letter no..... dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of .....**(Indicate brief Scope of Work)**..... of..... **(Name of Package)** .....for **(Name of project)**..... as per Bid Document No. :..... (hereinafter referred to as the 'Third Contract').

3.0 \*We have also notified you vide our Notification of Award No. .... dated.....and Notification of Award No..... dated..... for award of 'First Contract' and 'Second Contract' on you for the work of ..... (**Indicate brief scope of work of the First Contract and Second Contract**) ..... for..... (**Name of Package**).....for .....(**Name of Project**) .....as per Bid Document No..... (hereinafter referred to as the 'First Contract' & 'Second Contract'). You shall also be fully responsible for the works to be executed under the 'First Contract' and 'Second Contract' and it is expressly understood and agreed by you that any breach under the 'First Contract' and/or 'Second Contract' shall automatically be deemed as a breach of this 'Third Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'First Contract' and /or 'Second Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Third Contract' as well and vice-versa. However, such breach or default or occurrence in the 'First Contract' and/or 'Second Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'Third Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under the 'First Contract' and 'Second Contract' when installed and commissioned under this 'Third Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

\* To be modified suitably in case of three contracts.

4.0 The total Contract Price for the entire scope of work under the Contract shall be .....(**Specify the amount and currency**)..... as per the following break up :

- |       |   |       |
|-------|---|-------|
| (i)   | Inland transportation and inland transit insurance charges<br><b>including port clearance, port handling and port charges (Delete if not applicable)</b> for Main Equipment   | ..... |
| (ii)  | Inland transportation and inland transit insurance charges<br><b>including port clearance, port handling and port charges (Delete if not applicable)</b> for Mandatory Spares | ..... |
| (iii) | Unloading and handling at site, storage, erection, insurance covers other than inland transit insurance, testing, commissioning and conducting guarantee tests                | ..... |
|       | TOTAL (i + ii + iii)  | ..... |
|       | (.....( <b>Specify the total amount in words</b> ).....)  |       |

5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(**Specify**).....days from the date of this Notification of Award.

- 6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,  
for and on behalf of  
.....(***Name of the Employer***).....

***(Authorised Signatory)***

Encl. : As above.

Note : This format prepared presuming that there will be CIF Supply Contract (i.e. First Contract), Ex-works Supply Contract (i.e. Second Contract) and Installation Services (i.e. Third Contract). In case of one supply contract (i.e. either CIF supply contract or Ex works supply contract), this format shall be suitably modified.

## **5. FORM OF CONTRACT AGREEMENT**

## 5. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN

(1) *[Name of Employer]*, a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called "the Employer"), and (2) *[name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called "the Contractor")

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission and conduct guarantee tests of certain Facilities, viz. *[list of facilities]* ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### **Article 1. Contract 1.1 Documents**

Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Technical Specifications and Drawings
- (f) The Bid and Price Schedules submitted by the Contractor
- (g) Procedures (as listed)

1.2

**Order of Precedence** (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3

**Definitions** (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

### **Article 2. Contract 2.1 Price and Terms of Payment**

**Contract Price** (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the

Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2

**Terms of Payment** (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

**Article 3. Effective 3.1  
Date for Determining  
Time for Completion**

**Effective Date** (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security, Security towards faithful performance of the Deed(s) of Joint undertaking (if applicable) and the advance payment guarantee;
- (c) The Employer has paid the Contractor the Advance Payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2

If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3

However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of notification of Award because of the reasons attributable to the contractor, the contractor will become effective from the date of Notification of Award. In this case, contract Price and/or time of completion shall not be adjusted.



**Article 4.**

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

**Article 5. Appendices**

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer

---

[Signature]

---

[Title]

in the presence of \_\_\_\_\_

Signed by for and on behalf of the Contractor

---

*[Signature]*

---

*[Title]*

in the presence of \_\_\_\_\_

## CONTRACT AGREEMENT

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN

---

*["the Employer"]*

and

---

*["the Contractor"]*

## APPENDICES

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Approved Subcontractors
- Appendix 6 Scope of Works and Supply by the Employer
- Appendix 7 List of Documents for Approval or Review
- Appendix 8 Functional Guarantees

## **TERMS AND PROCEDURES OF PAYMENT**

*In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break down given in the Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.*

### **TERMS OF PAYMENT**

**A. Schedule No.1 : Plant and Equipment (excluding Mandatory Spares) quoted on CIF (Indian Port-of-entry) basis**

**A.1** In respect of Plant and Equipment (excluding mandatory spares) supplied from abroad the following payments shall be made : -

**For FOB Price Component of Plant and Equipment :**

- (1) Fifteen Percent (15%) of the total FOB price components as Initial Advance Payment on :
  - (i) Acceptance of Notification of Award and Signing of the Contract Agreement.
  - (ii) Submission of an unconditional Bank Guarantee covering the advance amount which shall be initially kept valid upto (ninety) 90 days beyond the schedule date of Completion of the Facilities under the Package. However, in case of delay in completion facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Section - VII - Bank Guarantee Form for Advance payment.
  - (iii) Submission of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of First, Second and Third Contracts (including the Contracts entered into with the Contractor's Assignee if applicable in case of foreign Contractor) initially valid upto ninety (90) days after the end of Defects Liability Period of all the equipment covered under the contract. The proforma of Bank Guarantee is enclosed in Section - VII - Form of Performance Security.

- (iv) In case Deed of Joint Undertaking by the Contractor alongwith his Collaborator/Associate forms part of the contract then submission of an unconditional Bank Guarantee from such Collaborator(s)/Associate(s) towards faithful performance of the Deed of Joint Undertaking for an amount specified in the deed and valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the contract. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.
- (v) Submission of a detailed PERT network based on the work schedule stipulated in Appendix-4 to Form of the Contract Agreement and its approval by the Employer.
- (II) Sixty Percent (60%) of FOB price component of the Contract price for each identified equipment upon despatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment (which shall be 3 of 3 original Bill of Lading) including Material Despatch Clearance Certificate (MDCC) issued by the Employer's Corporate QA & I representative.
- (III) Fifteen Percent (15%) of FOB price component of the Contract Price for each identified equipment on receipt of equipment at site on pro-rata basis and physical verification and certification by the Project Manager of the equipment received and stored at site.
- (IV) Ten Percent (10%) of FOB price component of the Contract Price on successful completion of Guarantee Test of entire package and issuance of Operational Acceptance Certificate by the Project Manager.

**A.2**

**Ocean Freight and Marine Insurance Charges (excluding Mandatory Spares parts) for equipment covered above :**

One Hundred percent (100%) Ocean Freight and Marine Insurance charges covered in Schedule-1 shall be paid upon shipment of equipment on pro-rata basis to the FOB price of the equipment shipped. The aggregate of all such pro-rata payments shall not exceed the total amount identified in the contract. However, whenever equipment wise Ocean Freight and Marine Insurance charges have been identified in the contract the payment of Ocean Freight and Marine Insurance Charges shall be based on such charges identified in the contract against shipment of equipment.

**B. Schedule No. 2 : Plant and Equipment (excluding Mandatory Spares) quoted on Ex-Works (India) basis :**

In respect of Plant and Equipment supplied from within the Employer's country the following payment shall be made :

**For Ex-works Price component of Plant and Equipment :**

- (I) Fifteen Percent (15%) of the total Ex-works price component as Initial Advance Payment on :
  - (i) Acceptance of Notification of Award and Signing of the Contract Agreement.
  - (ii) Submission of an unconditional Bank Guarantee covering the advance amount which shall be initially kept valid upto (ninety) 90 days beyond the schedule date for successful Completion of the Facilities under the Package. However, in case of delay in completion of facilities, the validity of this Bank Guarantee shall be extended by the period of such delay Proforma of Bank Guarantee is enclosed in Section-VII - Bank Guarantee Form for Advance Payment.
  - (iii) Submission of an unconditional Bank Guarantee(s) towards Contract Performance Security(s) in respect of First, Second and Third Contracts (including the Contracts entered into with the Contractor's Assignee, if applicable in case of foreign Contractor) and valid upto (ninety) 90 days after the end of Defects Liability Period of all the equipment covered under the contract. The proforma of Bank Guarantee is enclosed in Section - VII Form of Performance Security.
  - (iv) In case Deed of Joint Undertaking by the Contractor alongwith his Collaborator/Associate forms part of the contract then submission of an unconditional Bank Guarantee from such Collaborator(s)/Associate(s) towards faithful performance of the Deed of Joint Undertaking for an amount specified in the deed and valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the contract. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.
  - (v) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to Form of the Contract Agreement and its approval by the Employer.

- (II) Sixty Percent (60%) of Ex-Works Price component of the Contract price for each identified equipment upon despatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment which shall be original Good Receipt/Rail Receipt including Material Despatch Clearance Certificate (MDCC) issued by the Employer.
- (III) Fifteen Percent (15%) of Ex-works price component of the Contract Price for each identified equipment on receipt of equipment at site and pro-rata basis and physical verification and certification by the Project Manager of the equipment received and stored at site.
- (IV) Ten Percent (10%) of Ex-works price component of the Contract Price on successful completion of Guarantee Tests of entire package and issuance of Operational Acceptance Certificate by the Project Manager.

**C.        Schedule 1, 2 and 6 : Payment Terms for Mandatory Spares and Recommended Spares (When ordered)**

The CIF price component of spares to be supplied from abroad and Ex-works price component of spares to be manufactured or fabricated within the Employer's country shall be paid as under : -

- (i) Seventy five percent (75%) of CIF/Ex-works price component of the spares : upon despatch to site and against invoices and shipping documents along with Material Despatch Clearance Certificate (MDCC) issued by the Employer.
- (ii) Twenty five percent (25%) of CIF/Ex-works price component of the spares : on receipt and storage at site and on physical verifications by the Project Manager.

**D.        Schedule No. 3 : Local Transportation**

**(a)      All Plant and Equipment excluding Mandatory spares**

One hundred Percent (100%) Local Transportation (including port clearance and port charges, and inland insurance charges) for the equipment covered in Schedule - 1 and Schedule - 2 shall be paid to the Contractor pro-rata to the value of the equipment received at site and on production of invoices by the Contractor. The aggregate of all such prorata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, wherever equipment wise local transportation charges (including insurance charges, Port clearance and Port charges) have been furnished by the Contractor, the payment shall be made after receipt of equipment at site based on the charges so identified in the Contract.

The above terms of payment shall be applicable for Foreign currency portion as well as Local currency portion of the Local Transportation component of the Contract Price, if any.

- (b) Hundred Percent (100%) Local Transportation (including inland insurance, port clearance and port charges) for the spares shall be paid to the Contractor pro-rata to the value of spares received at site and on production of invoices by the contractor. The aggregate of all such prorata payments shall, however, not exceed the total amount identified for the Contract of Local Transportation. However, wherever itemwise local transportation charges (including insurance charges, Port clearance and Port charges) have been furnished by the Contractor, the payment shall be made after receipt of spares at site based on the charges so identified in the Contract.

The above terms of payment shall be applicable for Foreign currency portion as well as Local currency portion of the Local Transportation component of the Contract Price, if any.

**E. Schedule No. 4 : Installation Services excluding Civil works and Structural Works**

The Foreign currency portion as well as Local currency portion of the Installation Services component of the Equipment Price shall be paid as under :

- (I) Ten Percent (10%) of the total installation services component of the Contract Price will be paid to the Contractor as Interest bearing advance payment on:
  - (i) Establishing their office at site preparatory to mobilisation of their erection establishment.
  - (ii) Submission of an unconditional Bank Guarantee for an equivalent amount, which shall be initially kept valid upto ninety (90) days beyond the schedule date for successful 'Completion of the Facilities' under the Package. However, in case of delay in completion of facilities the validity of this advance Bank Guarantee shall be extended by the period of such delay.
  - (iii) Acceptance of Notification of Award and Signing of Contract Agreement.
  - (iv) Submission of unconditional Bank Guarantees towards Contract Performance Securities for First, Second and Third Contracts (including the contracts entered into with the Contractor's

Assignee; if applicable in case of foreign Contractor), initially valid upto ninety (90) days after the end of scheduled Defect Liability Period of all the equipment covered under the Contract. The proforma of Bank Guarantee is enclosed in Section-VII Form of Performance Security.

- (v) In case Joint Deed of Undertaking by the Contractor alongwith his Collaborator/Associate forms part of the contract then submission of an unconditional Bank guarantee from such Collaborator towards faithful performance of the Joint Deed of Undertaking for an amount specified in the deed and valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the contract. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.
  - (vi) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to Form of the Contract Agreement and its approval by the Employer.
- (II) The recovery of the interest component on the above advance amount shall be made from the progressive payments released to the contractor as per clause E(III) of Appendix-1, Part 2 of 2, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @14.5% per annum on the value of advance corresponding to the %age of total progressive payment being released the period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible therefrom, the balance outstanding shall be recovered from the next payments immediately falling due.
- In case the contractor decides not to take interest bearing advance payment, the advance payment shall be proportionately adjusted in the balance payments excluding final payment.
- (III) Seventy Five percent (75%) of the total installation services component of Equipments Price shall be paid against progressive erection of the equipments identified in Schedule-4 (Price Schedules) on certification by the Project Manager for the quantum of work completed and by the Project Manager's field quality surveillance representative for the successful completion of quality check points involved in the quantum of erection work billed.
- "The release of first progressive payment for installation services shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC clause 34 (Insurance) and acceptance of same by the Project Manager."



- (IV) Five percent (5%) of the total Installation service component of Equipment Price will be paid on successful Completion of the Facilities of entire Package and its Certification by the Project Manager.
- (V) Ten percent (10%) of the total installation services component of Equipment Price will be paid on successful completion of Guarantee Tests of entire Package and issuance of Operational Acceptance Certificate by the Project Manager.

**F. Schedule No. 4 : Civil Works :**

The foreign currency portion as well as Local Currency portion of the Civil Works Price Component of the Contract Price shall be paid as under :

- (I) Ten percent (10%) of the total Civil works Price component of the Contract Price will be paid to the contractor as interest bearing advance payment on:
  - (i) Establishment their office at site in preparatory to commencement of Civil Works.
  - (ii) Submission of an unconditional Bank Guarantee for an equivalent amount, which shall be initially kept valid upto ninety (90) days beyond the schedule date for successful 'Completion of the Facilities' under the Package. However, in case of delay in completion of facilities the validity of this advance Bank Guarantee shall be extended by the period of such delay.
  - (iii) Acceptance of Notification of Award and Signing of Contract Agreement.
  - (iv) Submission of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of First, Second and Third Contracts (including the Contracts entered into with the Contractor's Assignee, if applicable in case of foreign Contractor) and valid upto ninety (90) days after the end of Defects Liability Period of all the equipment covered under the contract. The proforma of Bank Guarantee is enclosed in Section - VII Form of Performance Security.
  - (v) In case Deed of Joint Undertaking by the Contractor alongwith his Collaborator/Associate forms part of the contract then submission of an unconditional Bank Guarantee from such Collaborator(s)/Associate(s) towards faithful performance of the Deed of Joint Undertaking for an amount specified in the deed and valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the contract. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.

- (vi) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to Form of the Contract Agreement and its approval by the Employer.
- (II) The recovery of the interest component on the above advance amount shall be made from the progressive payments released to the contractor as per clause F(III) of Appendix-1, Part 2 of 2, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @14.5% per annum on the value of advance corresponding to the %age of total progressive payment being released the period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible therefrom, the balance outstanding shall be recovered from the next payments immediately falling due.

In case the contractor decides not to take interest bearing advance payment, the advance payment shall be proportionately adjusted in the balance payments excluding final payment.
- (III) Eighty percent (80%) of the total Civil Works Price Component of Contract Price shall be paid progressively on certification by the Project Manager for the quantum of work completed and by Project Manager's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.

"The release of first progressive payment for civil works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC clause 34 (Insurance) and acceptance of same by the Project Manager."
- (IV) Ten percent (10%) of total Civil Works Price component of Contract price shall be paid on successful completion of Guarantee Test of entire package and issuance of Operational Acceptance Certificate by the Project Manager.

**G. Schedule No. 4 : Structural Works**

The Foreign Currency portion as well as Local currency portion of the Structural Works Price Component of the Contract Price shall be paid as under :

- (I) Ten Percent (10%) of the total Structural works Price component of the Contract Price will be paid to the Contractor as interest bearing advance payment on:
  - (i) Establishing their office at site in preparatory to commencement of structural works.

- (ii) Submission of an unconditional Bank Guarantee for an equivalent amount, which shall be initially kept valid upto ninety (90) days beyond the schedule date for successful 'Completion of the Facilities' under the Package. However, in case of delay in completion of facilities the validity of this advance Bank Guarantee shall be extended by the period of such delay.
  - (iii) Acceptance of Notification of Award and Signing of Contract Agreement.
  - (iv) Submission of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of both First, Second and Third Contracts (including the Contracts entered into with the Contractor's Assignee, if applicable in case of foreign Contractor) and valid upto ninety (90) days after the end of Defects Liability Period of all the equipment covered under the contract. The proforma of Bank Guarantee is enclosed in Section-VII Form of Performance Security.
  - (v) In case Joint Deed of Undertaking by the Contractor alongwith his Collaborator/Associate forms part of the contract then submission of an unconditional Bank guarantee from such Collaborator towards faithful performance of the Joint Deed of Undertaking for an amount specified in the deed and valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the contract. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.
  - (vi) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to Form of the Contract Agreement and its approval by the Employer.
- (II) The recovery of the interest component on the above advance amount shall be made from the progressive payments released to the contractor as per clause G(III) to G (VI) of Appendix-1, Part 2 of 2, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @14.5% per annum on the value of advance corresponding to the %age of total progressive payment being released the period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments.

If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible therefrom, the balance outstanding shall be recovered from the next payments immediately falling due.

In case the contractor decides not to take interest bearing advance payment, the advance payment shall be proportionately adjusted in the balance payments excluding final payment.

- (III) Forty Percent (40%) of the total Structural Works Price component of Contract Price shall be paid prorata basis on receipt of material at site and physical verification and certification by the Project Manager for the material received and stored at site.

"The release of first progressive payment for Structural works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC clause 34 (Insurance) and acceptance of same by the Project Manager".

- (IV) Eighteen Percent (18%) of the total Structural Works Price component of Contract Price shall be paid on pro-rata basis on fabrication of Structural Steel and certification by the Project Manager on the quantum of work performed and the Project Manager's field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (V) Twelve Percent (12%) of the total Structural Works Price component of Contract Price shall be paid on pro-rata basis on erection of Structural Steel and certification by the Project manager on quantum of work performed and by the Project Manager's field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (VI) Ten percent (10%) of the total Structural Works price component of Contract Price shall be paid on pro-rata basis on final alignment, bolting or welding etc. including primer coats of painting on certification by the Project Manager on quantum of work performed and by the Project Manager field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (VII) Ten Percent (10%) of the total Structural Works Price Component of Contract Price shall be paid on successful completion of Guarantee Tests of entire Package and issuance of Operational Acceptance Certificate by the Project Manager.

**H. Payment terms for Price Adjustment Amount**

Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses A1, B, E, F & G above. The price adjustment amount corresponding to advance payment shall be clubbed with the first progressive payment of that equipment. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.

**I. Schedule - 7 : Payment Terms for Taxes & Duties**

- (i) Indian Custom Duties or levies including Stamp Duty and Import Licence Fee if imposed in future levied by the Government of India or any State Government in India on the Plant and Equipment covered in Schedule -1 supplied from abroad (and Schedule-6 when ordered) to be imported into India and which will become the property of the Employer shall be paid directly by the Employer to the Government of India or the concerned authorities. However, if the local laws require such payment of the custom duty to be made by the Contractor, the same shall be reimbursed to the Contractor on production of satisfactory evidence of having paid the custom duty amount to the concerned authorities.
- (ii) Notwithstanding the above, if the Contractor chooses to ship the equipment in Shipper's Containers, then the custom duty levied on such Containers shall not be borne by the Employer and shall be payable by the Contractor himself.
- (iii) 100% of applicable Taxes and Duties (other than the custom duty payable as in para (i) above) which are payable by the Employer under the Contract shall be reimbursed by the Employer to the Contractor upon receipt of equipment at site on production of satisfactory documentary evidence by the Contractor.

**J. Schedule-8A/8B (as applicable) Payment Terms for Type Test Charge :**

100% of each Type Test Charges shall be paid to the Contractor upon conductance of the corresponding Type Test and Certification by the Engineer thereon.

## **PAYMENT PROCEDURES**

The Procedures to be followed in making application for, certifying and making payments shall be as follows :

**1. Payment Schedule/Price Break-up for Payments**

- 1.1 The Contractor shall prepare and submit to the Project Manager for approval, a break-up of the Contract Price in the currencies of the Contract. It is expected that the Contractor shall indicate the price of a single item in one currency only. However, if the Contractor intends to receive payment for some items in more than one currency, the Contractor would be required to furnish a separate breakup and type payment for such items shall be made based on the agreed rates. The tonnage rate, wherever applicable, shall then be applicable for the balance items. The Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contract setting forth starting and completion dates for the various key phases of the Facilities. Any payment under the Contract, sub-sequent to Advance payment, shall be made only after the Contractor's price break-up is approved by the Employer. The aggregate sum of the Contractor's price break-up shall be equal to the total Contract Price.

**2. Currency of Payment**

- 2.1 The Contract Price shall be paid in the currency or currencies in which the various price components have been stated and as incorporated in the Contract.

**3. Application for Payment**

- 3.1 The Contractor shall submit application for the payment in the proforma enclosed. The Contractor shall submit to the Project Manager separate application for payment in different currencies whenever payment is to be made in more than one currency.
- 3.2 Each sum application shall state the amount claimed and shall set forth in details, the order of the Payment Schedule, particulars of the Facilities including the Facilities executed at Site and of the equipment shipped/brought on to the Site pursuant to the Contract upto the date mentioned in the application and for the period covered since the last preceeding certificate, if any.

- 3.3 Every interim payment certificate shall certify the Contract Value of the Facilities executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the Facilities that according to the decision of the Project Manager, does not comply with the Contract, or has been performed, at the date of certificate prematurely.

**4. Due Dates for Payment**

- 4.1 The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice alongwith all necessary supporting documents for such advance payment. Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within forty five (45) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respects.

**5. Mode of Payment**

- 5.1 The Employer will establish an irrevocable Letter of Credit (L/C) in favour of the Contractor through the Employer's Bank in Employer's country for payments due, as per Terms of Payment, on despatch of equipment i.e. Ex-works/CIF despatch of equipment (including due payments towards ocean freight and marine insurance). The value of L/C will be as per payment schedule for each quarter and valid for a quarter. It will be the responsibility of the Contractor to utilise the L/C to the fullest extent. In case L/C has been established by the Employer and not utilised by the Contractor, for reasons of delay attributable to him, all reinstatement charges for the L/C for further period necessitated due to non-utilisation of L/C will be to the account of the Contractor.
- 5.2 The payment of the advance amount, Type Test Charges if any, price adjustment amounts, all other supply payments, taxes and duties (wherever admissible) inland transportation (including port handling if any) insurance and the Installation Portion of the Facilities shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.



**FORM OF APPLICATION FOR PAYMENTS**

Project :  
Equipment Package : Date :  
Name of Contractor : Contract No. :  
Contract Value : Contract Name :  
Unit Reference : Applicable Serial  
Number :

To.

.....\*  
(Name of Employer)

Dear Sir

**APPLICATION FOR PAYMENT #**

1. Pursuant to the above referred Contract Agreement dated.....  
the undersigned hereby applies for payment of the sum of .....  
.....(Specify amount and currency in which  
claim is made).
2. The above amount is on account of : (check whichever applicable)  
  
Advance payment (Schedule \*\*)  
  
Interim payment as advance (Schedule \*\*)  
  
Progressive payment against despatch of equipment (Schedule \*\*)  
  
Progressive payment against receipt of equipment (Schedule \*\*)  
  
Progressive payment against Installation (Schedule \*\*)  
  
Ocean freight & marine insurance (Schedule \*\*)  
  
Inland transportation (Schedule \*\*)



Inland insurance

Price adjustment

Extra work not specified in contract  
(Ref. Contract change order No.....)

Others (specify)

Final payment (Schedule \*\*)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s)..... of the payment schedule annexed to the above mentioned Contract.
4. The application consists of this page, a summary of claim statement (Schedule \*\*), and the following signed schedules

1 .....

2 .....

3 .....

The following documents are also enclosed :

1 .....

2 .....

3 .....

Signature of Contractor/  
authorised Signatory

\* Application for payment will be made to 'Project Manager' as to be designated for this purpose at the time of Notification of Award.

# Prepare separate application for claims in different currencies.

\*\* Proforma for the Schedules will be mutually discussed and agreed to during the finalisation of the Contract Agreement.

**PRICE ADJUSTMENT**

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below :
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Equipment, Civil Works, Structural Works and Installation as per price break-up furnished by the Contractor in Schedule-1 / Schedule-2, Schedule-4.
- (iii) Only following components of the Contract Price will be subject to Price adjustment :
  - (a) Ex-Works prices for the plant and equipment excluding Civil Works, Structural works and Mandatory Spares supplied from Employer's country (covered in Schedule 2) and FOB price component for plant and equipment excluding Civil works, Structural Works and Mandatory Spares supplied from abroad (covered in Schedule 1). The price adjustment amount towards these price component shall be subject to a ceiling of twenty percent (20%) of Ex-Works/FOB price component of the contract price respectively.
  - (b) Installation Price Component of Contract price (covered in Schedule 4).
  - (c) Civil Works Price Component of Contract Price (Covered in Schedule 4). The Price Adjustment amount towards these price component shall be subject to ceiling of twelve percent (12%) of civil works Price Component.
  - (d) Structural Works Price Component of Contract Price (covered in Schedule 4). The Price adjustment amount towards these price component shall be subject to ceiling of twelve percent (12%) of Structural Works Price component.
- (iv) The indices for price adjustment shall be well established and nationally recognised in the country of manufacture. Preferably Government indices shall be used.
- (v) Price Adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of contract. Specified ceilings on amount of price adjustment shall be applicable for each of the Contract currencies separately.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

(vii) Ex-factory/FOB price component of the equipment :

It is understood that the price component for any shipment/despatch comprises a fixed portion (designated as 'F' and the value of which is specified hereunder) and variable portion linked with the indices for various materials and labour (description and co-efficients as enumerated below).

The amount of price adjustment towards variable portion payable / recoverable on each shipment/despatch shall be computed as under :

$$EC = EC_1 - EC_0$$

EC1 will be computed as follows :

$$EC1 = ECo \left\{ F + a \frac{A1}{Ao} \times f1 + b \frac{B1}{Bo} \times f2 + c \frac{C1}{Co} \times f3 + \right. \\ \left. + Lb \frac{L1}{Lo} \times fLb \right\}$$

Where

EC = Adjustment to Ex-Works/FOB price component expressed in the currency of the contract payable to the contractor for each shipment/despatch.

EC<sub>1</sub> = Adjusted Amount of Ex-works/FOB price component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.

ECo = Ex-works price for the equipment/materials of Indian origin and FOB price for equipment/material of non Indian origin in the currency of the Contract shipment/despatchwise.

- The fixed portion of the ex-factory/FOB component of the Contract price (F) shall be 0.20.
- a,b,c shall be co-efficients of major materials/items involved in the ex-factory/FOB Component of the Contract price. The sum of these co-efficients shall be between 0.50 to 0.60.

- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessary be of the country of origin of goods.
- 'Lb" shall be co-efficient for labour component in the ex-factory/FOB Component of the Contract price which shall be between 0.20 to 0.30.
- 'L' shall be labour index.
- Sum of all the material co-efficient and the labour co-efficient shall be 0.80.

f1, f2,  
f3,etc. = Exchange rate correction factors for the respective materials and fLb is the exchange rate correction factor for labour with reference to the currency of the country of index and the respective contract currency, such that

$$f = \frac{Z_o}{Z_1}$$

where Z is the no. of units of the currency of the country of origin of the index, which is equivalent to one unit of the respective contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

Subscript 'o' refers to indices as on 30 days prior to date set for opening of bids except in case of 'Zo'. For 'Zo' subscript 'o' refers to value as on the date of opening of bids.

Subscript '1' refers to indices as of :

- (a) three months prior to the date of shipment/despatch for labour, and
- (b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/despatch of materials.

For the purpose of this clause the date of shipment/despatch shall mean the Contract date of shipment/despatch or actual date of shipment/despatch, whichever is earlier.

Price adjustment on Ex-factory prices for the Plant and Equipment of Indian origin (Schedule 2) and FOB price component for plant and equipment of non Indian origin ( Schedule 1 ) shall be subject to a ceiling of 20% ( twenty percent ) of

cumulative Ex-Works and FOB price component of the contract price respectively. The actual payment of escalation at any stage shall not exceed 20% of cumulative Ex-Works and FOB price of Plant and Equipment already supplied. Any escalation at any stage exceeding the aforesaid actual payment in either the Ex-works Price Component/or the FOB price component shall be kept to the credit of the contractor and shall be released as and when the actual payment of escalation falls below 20% of cumulative Ex-works and / or FOB price of Plant and equipment already supplied, as the case may be. Any unadjusted credit shall however, lapse when the actual cumulative payments reach the ceiling amount of 20% of Ex-works and/or FOB price component of the contract respectively. The specified ceiling of 20% of the adjusted amount towards ex-works and/or FOB price of the plant and equipment shall be applicable for each of the contract currencies separately and shall be computed and payable in respective currencies.

In case of shipments/despatch which are delayed beyond the schedule date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/despatch and the actual date of shipment/despatch. For this purpose, the schedule date of shipment/despatch shall be as identified in line with provisions of Time Schedule, Appendix-IV to the form of Contract Agreement.

The above formula for price adjustment will be applicable if the currency in which the contract price is expressed is different from the currency of the country of origin of labour and material indices. In other case, formula shall be applied without the exchange rate correction factor 'f'.

(viii) For Installation Price Component excluding Civil Works and Structural Works of the contract :

(a) It is understood that the price component for any erection work comprises a fixed portion and variable portion linked with the index of labour (description and co-efficients as enumerated).

The monthly price adjustment amount for the erection price component of the Contract Price will be computed separately for Indian currency and for foreign currency portion if any, related to expatriate supervision/labour as per the formula given below :

For Indian Rupee portion of the Installation Price

$$ER = ER_1 - ER_o$$

ER<sub>1</sub> will be computed as follows :

$$ER_1 = ER_0 \left( 0.15 + 0.85 \frac{F_1}{F_0} \right)$$

Where

ER = Adjustment to Installation Price component expressed in Indian Rupees payable to the contractor for each billing.

ER<sub>1</sub> = Adjusted amount payable to the Contractor of Installation price component for each billing.

ER<sub>0</sub> = Value of the Installation work done in the billing period, which shall be calculated as under :

For the purpose of computing ER<sub>0</sub>, each installation bill (which is excluding initial Advance and amount payable on completion of Guarantee test) during the installation period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below :

Installation Component of the Contract Price	-	(Initial Advance Amount + Installation component of the contract price payable after successful completion of Guarantee Test)
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Installation component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. H, Appendix-1) shall be made against a separate invoice linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on completion of Guarantee Test. The amount so retained shall be paid on successful completion of the Guarantee Test.

F = Indian field labour index = Namely, All India Consumer Price Index for Industrial Workers (All India average) as published by Labour Bureau., Simla, Government of India.

#### **For Foreign Exchange portion of the Installation Price**

$$EE = EE_1 - EE_0$$

EE<sub>1</sub> will be computed as follows :

$$EE_1 = EEO (0.15 + 0.85 \frac{EF_1}{EFO} \times f)$$

Where

EE = Adjustment to Installation Price component expressed in Foreign currency payable to the contractor for each billing.

EE<sub>1</sub> = Adjusted amount payable to the Contractor for the part of the Installation price component expressed in foreign currency for each billing.

EEO = Value of foreign currency portion of the Installation work in the billing period, which shall be calculated as under :

For the purpose of computing EEO, each installation bill (which is excluding initial Advance and amount payable on completion of Guarantee test) during the installation period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below :

Installation Component of the Contract Price	-	(Initial Advance Amount + Installation component of the contract price payable after successful completion of Guarantee Test)
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Installation component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. H, Appendix-1) shall be made against a separate invoice linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on completion of Guarantee Test. The amount so retained shall be paid on successful completion of the Guarantee Test.

EF = Index for Expatriate field labour component of the Installation work.

f = Exchange rate correction factor for expatriate labour index with reference to currency of country of origin of the expatriate labour and the currency of payment, such that

$$f = \frac{Z_0}{Z_1}$$

where Z is the no. of units of the currency of the country of origin of the index, which is equivalent to one unit of the respective contract currency.

Subscript 'o' refers to indices as on 30 days prior to date set for opening of bids except in case of 'Zo'. For 'Zo' subscript 'o' refers to value as on the date of opening of bids. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

Subscript '1' will correspond to the billing period.

The above formula for foreign exchange portion of Erection Price shall be applicable if the currency in which the contract price has been expressed is different from the currency of country of origin of indices for foreign labour. In case other case, the formula shall be applied without exchange rate correction factor 'f'.

- (b) The price adjustment on installation price component excluding Civil Works and Structural Works of the contract price shall be without any ceiling.

In case the billing period of installation work falls beyond the time period identified for Completion of Facilities as per the Contract for the reasons attributable to the Contractor, then the price adjustment provisions shall not be applicable for the period of time between such date identified in the contract for the Completion of Facilities and actual completion period.

(ix) **Civil Works Price Component**

It is understood that the Civil Works Price component comprises a fixed portion (designated as 'F' and the value of which is specified hereunder) and variable portion linked with the indices for various materials and labour (description and coefficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable shall be computed as follows :

$$ECW = ECW1 - ECWo$$

ECW1 will be computed as follows :

$$ECW1 = ECWo \{ F + a \times \frac{A1}{Ao} \times f1 + b \times \frac{B1}{Bo} \times f2 + c \times \frac{C1}{Co} \times f3 + d \times \frac{D1}{Do} \times f4 + Lb \times \frac{L1}{Lo} \times fLb \}$$



Where,

ECW = Adjustment to Civil Works Price Component expressed in the currency of the Contract.

ECW1 = Adjusted amount of Civil Works Price Component expressed in the currency of the Contract.

ECWo = Civil Works Price Component expressed in the currency of the Contract.

- The fixed portion of the Civil Works Price Component shall be 0.20.
- a,b,c & d shall be co-efficient of major materials/items involved in the Civil Works Price Component of the Contract Price.
- A, B, C, D shall be published price indices of corresponding major material/items.
- "Lb" shall be co-efficient for labour component in Civil Works Price Component of Contract Price, which shall be 0.15.
- L shall be labour index.

f1, f2,  
f3, f4 = Exchange rate correction factors for the respective materials and fLb is the exchange rate correction factor for labour with reference to the currency of the country of index and the respective contract currency, such that

$$f = \frac{Z_0}{Z_1}$$

where Z is the no. of units of the currency of the country of origin of the index, which is equivalent to one unit of the respective contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

Subscript 'o' refers to indices as on 7 days prior to date set for opening of bids except in case of 'Zo'. For Zo' subscript 'o' refers to value as on the date of opening of bids.

For the indices, subscript '1' refers to the indices as applicable for one month prior to the month of execution of the civil work. For the exchange rates, subscript '1' refers to the exchange rates as applicable on the last day of one month prior to the month of execution of the Civil work. For the purpose of this clause, month of execution of the civil work or actual month of execution of the civil work, whichever is earlier. The schedule date for completion shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

Price Adjustment on Civil Works Price Component shall be subject to a ceiling of 12% (twelve percent) of Civil Works Price Component. The actual payment of escalation at any stage shall not exceed 12% of cumulative Civil Works completed. Any escalation at any stage exceeding the aforesaid actual payment shall be kept to the credit of contractor and shall be released as and when the actual payment of escalation falls below 12% of cumulative Civil Works completed, as the case may be.

Any unadjusted credit shall however, lapse when the actual cumulative payments reach the ceiling amount of 12% of Civil Price Component of Contract Price. The specified ceiling of 12% of the adjusted amount towards Civil Price component shall be applicable for each of the contract currencies separately and shall be completed and payable in respective currencies.

For the purpose of computing ECWo, each Civil Works bill (which is excluding initial Advance and amount payable on completion of Guarantee test) during the Civil Works period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below :

Civil Works Component of the contract price	-	{Initial Advance + Civil Works Component of the contract price payable after successful completion of Guarantee Test}
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Civil Works Component of the Contract Price

The above formula for price adjustment will be applicable if the currency in which the contract price is expressed is different from the currency of the country of origin of labour and material indices. In other case, formula shall be applied without the exchange rate correction factor 'f'.

In case of Civil works activities which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual

date of completion of the respective erection activity. For this purpose, the schedule date for completion of a particular erection activity shall be as given above.

(x) **Structural Works Price Component**

It is understood that the Structural Works Price Component comprises a fixed portion (designated as 'F' and the value of which is specified hereunder) and variable portion linked with the indices for various materials and variable portion linked with the indices for various materials and labour (description and coefficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable shall be computed as follows :

$$ESW = ESW1 - ESWo$$

ESW1 will be computed as follows :

$$ESW1 = ESWo \left\{ F + a \times \frac{A1}{Ao} \times f1 + b \times \frac{B1}{Bo} \times f2 + c \times \frac{C1}{Co} \times f3 + d \times \frac{D1}{Do} \times f4 + \right. \\ \left. Lb \times \frac{L1}{Lo} \times fLb \right\}$$

Where,

ESW = Adjustment to Structural Works Price Component expressed in the currency of the Contract.

ESW1 = Adjusted amount of Structural Works Price Component expressed in the currency of the Contract.

For the purpose of computing ESWo, each structural bill (which is excluding initial advance and amount payable on completion of Guarantee test) during the structural period upto the completion of the facilities' shall be divided by a factor as indicated below :

Structural Component of the contract price	-	{Initial Advance amount + structural component of the contract price payable after successful completion of Guarantee Test}
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Structural Component of the Contract Price

- The fixed portion of the Structural Works Price Component shall be 0.20.

- a, b, c & d shall be co-efficient of major materials/items involved in the Structural Works Price Component of the Contract Price.
- A, B, C, D shall be published price indices of corresponding major material/items.
- "Lb" shall be co-efficient for labour component for Structural Works Price Component of Contract Price which shall be 0.15.
- L shall be labour index.
- Sum of all the material co-efficient and the labour coefficient shall be 0.80.

f1, f2,  
f3,etc. = Exchange rate correction factors for the respective materials and fLb is the exchange rate correction factor for labour with reference to the currency of the country of index and the respective contract currency such that

$$f = \frac{Z_0}{Z_1}$$

where Z is the no. of units of the currency of the country of origin of the index, which is equivalent to one unit of the respective contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

Subscript '0' refers to indices as on 7 days prior to date set for opening of bids except in case of 'Z0'. For 'Z0' subscript '0' refers to value as on the date of opening of bids.

For the indices, subscript '1' refers to the indices as applicable for one month prior to the month of execution of the structural work except "Structural Steel". For structural steel the index, '1' refers to the indices as applicable for 90 days prior to the month of execution of the structural work for the exchange rates, subscript '1' refers to the exchange rates as applicable on the last day of one month prior to the month of execution of the structural work. For the purpose of this clause, month of execution of structural work shall mean the schedule month of execution of the structural work, whichever is earlier. The schedule date for completion shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

Price Adjustment on Structural Works Price Component shall be subject to a ceiling of 12% (twelve percent) of Structural Steel Price Component. The actual payment of escalation at any stage shall not exceed 12% of cumulative structural works completed. Any escalation at any stage exceeding the aforesaid actual payment shall be kept to the credit of contractor and shall be released as and when the actual payment of escalation falls below 12% of cumulative structural works completed, as the case may be.

Any unadjusted credit shall however, lapse when the actual cumulative payments reach the ceiling amount of 12% of Structural Price Component of Contract Price. The specified ceiling of 12% of the adjusted amount towards Structural Price component shall be applicable for each of the contract currencies separately and shall be completed and payable in respective currencies.

The above formula for price adjustment will be applicable if the currency in which the contract price is expressed is different from the currency of the country of origin of labour and material indices. In other case, formula shall be applied without the exchange rate correction factor 'f'.

In case of Structural Works activities which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual date of completion of the respective erection activity. For this purpose, the schedule date for completion of a particular erection activity shall be as given above.

- (xi) The following components of the contract price shall not be subject to price adjustment and shall remain firm during the execution of the contract :
- (1) Ocean Freight and Marine Insurance for Plant & Equipment and Spare parts.
  - (2) Local Transportation, Inland Transit Insurance (including port clearance & port charges for plant & equipment and Spare Parts).
  - (3) Mandatory Spares and Recommended Spares.
- (xii) The source of applicable indices and their base values for the purpose of computing price adjustment under the contract shall be as under :

**Ex-factory/FOB Price component of the equipment \*\***

**NAME OF CURRENCY \*\*\* :** .....

**A. Equipment**

Item	Coefficient	Value of Coefficients	Source of Indices used	Base Date Indices
Material :				
a) Steel Material	(a)	0.31 to 0.37		
b) Conveyor Belting	(b)	0.06 to 0.07		
c) Any other major item/material	(c)	0.13 to 0.16		
Labour :	$L_b$	0.20 to 0.30		
d) Fixed component F		0.20		

**B. Installation Price Component \*\*\***

Item	Coefficient	Source of Indices used	Base Date Indices
Expatriate Labour (EF) :	0.85		
Indian Field Labour (F) :	0.85	All India Consumer Price Index for Industrial workers (All Indian average) published by Labour Bureau, Simla Govt. of India.	
Fixed Component	0.15		

**C. Civil Works**

Item	Coefficient	Value of Coefficients	Source of Indices used	Base Date Indices
Material :				
a) Material other than reinforcement steel and cement	(a)	0.23		
b) Reinforcement steel	(b)	0.30		
c) Cement	(c)	0.10		
d) High Speed Diesel Oil	(d)	0.02		
e) Labour :	$L_b$	0.15		
f) Fixed Component	$F_c$	0.20		

**D. Structural Price Component**

Item	Coefficient	Value of Coefficients	Source of Indices used	Base Date Indices
Material :				
a) Structural Steel	(a)	0.50		
b) Electrodes	(b)	0.05		
c) Oxygen gas	(c)	0.05		
d) Acetylene gas	(d)	0.05		
e) Labour :	$L_b$	0.15		
f) Fixed Component :	$F_s$	0.20		

\* The above information shall filled in at the time of Contract Agreement signing based on price adjustment data offered by the successful bidder in Attachment 17 to Bid Form.

\*\* Sheets of like size and format shall be annexed in case no. of currencies are more.

### **INSURANCE REQUIREMENTS**

**(1) Insurance to be taken by the Contractor :**

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurances set forth below in sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

Insurance	Amount insured	Deductible	Conditions
A. Marine Cargo	(i) 110% of CIF value in case of Plant & Equipment (including all spares and Type Test Charges) to be supplied from abroad/ 110% of Ex-work Value in case of plant & equipment supplied from within Employer's Country. (ii) Applicable taxes and duties (iii) Escalation 5% on (i) & (ii)	Not applicable	(i) Employer to be named as coinsured (ii) Open policy (iii) All risk institute cargo clause 'A' (iv) War, SRCC, terrorism. (v) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause (vi) Insurers right of subrogation against all parties (excluding carrier) waived. (vii) Warehouse to warehouse basis.
B. Installation all risk	(i) 110% CIF value + 110% of ex-works value of Plant & Equipment (ii) Applicable taxes & Duties (iii) Cost of indigenous procurement and free issue materials (iv) 10% escalation (i) (ii) & (iii) (v) Cost of erection (vi) Cost of Civil and Structural works	Minimum as per insurance policy	(i) Installation risk, RSMTD, (ii) Air freight cover. (iii) Extra charge cover. (iv) Maintenance cover (v) Contractor's plant & machinery - Rs. 100 lakhs (vi) Cross liability. (vii) Additional custom duty for imported machine (if any) for adequate value. (viii) Employer & Contractor's Sub-Contractor to be named as co-insured.
C. Third Party liability (Extension of MCE/EAR Policy)	For any one occurrence Rs. 50.00 lakhs	Nil	(i) Contractors, sub-contractors to be named as co-insured.



Insurance	Amount insured	Deductable	Conditions
D. Automobile liability			
(i) M.V. policy for motor vehicles, private cars & commercial vehicles		-----	As per local M.V. Act.
(ii) CPM policy for heavy construction equipment	Anything above Rs.100 lakhs covered under erection all risk policy		
E. Workmen's Compensation	-----	As per statute	
F. Employer's liability	-----	As per statute	Cumulative to workmen's compensation to cover liability not covered thereby.
G. Group personal insurance, for contractor's & sub-contractor's employees.			

**Note :**

1. The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC 34.1 above Except for Third Party Liability, Workman's Compensation and Employer's Liability Insurances and the Contractor's Sub-Contractors shall be named as co-insureds under all insurances policies taken out by the Contractor pursuant to GCC Clause 34.1 above except for the Cargo, insurance during transport, Workman's Compensation and Employer's Liability Insurances. All insurers rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
2. Notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Employer. If at any point of time during execution of the Contract, if it is found that the insurance policies are inadequate, the Contractor shall take fresh insurance policies meeting aforesaid requirements. The employer reserves the right to make suitable recovery from the Contractor, if any.
3. Any loss or damage to the plant and equipment during handling, transportation, storage, erection, putting the equipment into satisfactory operation and all activities to be performed till the "Completion of Facilities" shall be to the account of the

contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of plant and equipment damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the contractor shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to the Employer.

The insurance should be in freely convertible currency and insurance policy to be taken should be on replacement value basis and/or incorporating insurance clause.

The Contractor shall follow local acts and laws as may be prevalent for insurance.

4. Upon grant of extension of time for completion by Employer, the Contractor shall promptly furnish documentary evidence to Project Manager towards extension of insurance policies for the period of time extension

## **II) Insurances to be taken by the Employer**

The Employer shall take the insurance for its own employees, its stores and its machinery.

### **TIME SCHEDULE**

The programme for furnishing and erecting (including testing and putting into satisfactory operation) the plant and equipment covered in the Contract shall be in the form of master Network identifying the keyphases in various areas of total works, like design, procurement, manufacture, field activities including civil construction works. In addition, key milestones dates (10 - 15 nos.) shall also be identified for the complete facilities under the subject Package. The Master Network shall conform to the following schedule date of completion:

Sl. No.	Description of Area/Major Milestone	Months from NOA	
		Start	Finish
<b>A. Engg.</b>			
1.	Basic Engg.	00	02
2.	Detailed Engg. completion (including BOI's)		09
<b>B. Manufacturing &amp; Supply</b>			
3.	Completion of BOI's ordering	–	10
4.	Manufacturing of equipments	05	13
5.	Supply of equipments	09	14
<b>C. Civil &amp; Structural Works</b>			
6.	Initial Site mobilization	-	3
7.	Commencement of Civil Works	-	3
8.	Civil & Structural Works- Underground RCC Wagon Tippler Hoppers	3	15
9.	Civil & Structural Works- Other than Wagon Tippler Hoppers	4	14

Sl. No.	Description of Area/Major Milestone	Duration in Months from NOA	
		Start	Finish
<b>D. Erection &amp; Commissioning</b>			
10.	Equipment erection	13	18
11.	Commissioning of Conveying & Crushing Systems	–	19
12.	Commissioning of Wagon Tippler-1	-	20
13.	Commissioning of Wagon Tippler-2	–	21
14.	Completion of Facilities	–	22

\* Supply of mandatory spares to be supplied along with the supply of respective main equipment.

The Commissioning will commence any day within 30 days prior to the date of completion indicated above.

This master network and the key milestone dates will be discussed and agreed before the execution of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.

After the Notification of Award, the contractor shall plan the sequence of work of manufacture and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/erection sequence.

Within one month of the Notification of Award, the Contractor shall submit to the Project Manager for his review and approval two copies (one reproducible and one print) of detailed network schedules with master network activities further exploded based on the Master Network mutually agreed by the Employer and Contractor, showing the logic and duration of the activities covered in both the First and Second Contracts in the following areas.

Engineering, procurement, manufacturing and supply, detailed Engineering, procurement (including brought out items), manufacturing, despatch, shipment, receipt at site and activities related to erection and commissioning and completion.

### **Detailed Manufacturing Programme**

Detailed Manufacturing PERT Network for all the manufacturing activities at Contractor/sub-Contractors works shall also be furnished within 60 days of Notification of Award. The manufacturing network shall be supported by detailed procurement programme for critical bought out item/raw materials.

### **Pre-Erection Activity Programme**

The erection network will be supported by detailed Pre-erection activity programme covering the following :

- (A) Manpower Deployment
- (B) T&P Mobilisation
- (C) Detailed Site Mobilisation Plant

Any additional Tools & Plants (T&P) required for satisfactory execution of the Contract and to meet the time schedule specified in this Appendix-4 shall be mobilised by the Contractor as per direction of the Project Manager without any extra cost to the Employer. (The list of such essential Tools & Plants (T&P) to be deployed by the Contractor, if any finalised before Notification of Award, shall be enclosed as Appendix-4B to this Appendix-4).

Within one week of approval of the network schedule, the Contractor shall forward to the Project Manager, copies of the Computer Initial run-Data. The type of outputs and number of copies of each type to be supplied by the Contractor shall be determined by the Project Manager.

All the networks shall be updated every month or at a frequency mutually agreed upon. Within seven days following the Monthly Review, a progress meeting shall be held, whenever possible at the works, wherein the major items of the plant or equipment are being produced. The meeting will be attended by the Project Manager and responsible representative of Contractor that the Project Manager consider necessary for the meeting.

Access to the Contractor's and Sub-Contractor's work shall be granted to the Project Manager at all reasonable times for the purpose of ascertaining the progress.

## **ANNEXURE-1 TO APPENDIX - 4**

### **MASTER NETWORK**

*[The Master Network as per para 1.0 of Appendix-4 shall be enclosed here  
as Annexure-1 to appendix-4]*

**LIST OF MINIMUM T&P TO BE  
DEPLOYED BY THE CONTRACTOR**

*A list of minimum no. of Major T&P required to be deployed necessarily by the bidder is furnished below. However, the actual deployment at site shall not be limited to these and additional T&P required to meet the work schedule shall be mobilised by the Contractor.*

Sl. No.	Major T&P	Min. No. to be deployed	Period of Retention	
			from (months from NOA)	to (months from NOA)
1.	Excavator	2		
2.	Dumpers	9		
3.	Dozers	2		
4.	Dewatering Pumps	12		
5.	Concrete batching plant 20 cu.m. hr.	1		
6.	Transit Mixers (4 Cu.m. capacity)	3		
7.	Concrete mixers	2		
8.	Concrete pumps	1		
9.	Vibrators	25		
10.	Thedolite	1		
11.	Welding transformers	8		
12.	Welding generators	20		
13.	Crane (75 T capacity)	1		
14.	Hydra (8T capacity)	2		
15.	Trailer 10T capacity	1		
16.	Electric Winch (5T)	4		

Sl. No.	Major T&P	Min. No. to be deployed	Period of Retention	
			from (months from NOA)	to (months from NOA)
17.	300CFM Compressor	1		
18.	Levelling instrument	2		
19.	Testing pump	2		
20.	Water tanker	1		
21.	Grouting injection pump	2		
22.	Shuttering steel	5000 sq.m.		
23.	Shuttering plywood	900 sq.m.		
24.	Scaffolding pipes	3000 Nos.		
25.	Portable drilling M/c	2		
26.	AG-7	10		
27.	Hand cutting set	5		
28.	Gantry crane 10M span & 15T capacity	1		
29.	Chain pulley block			
	1 T capacity	5		
	2 T capacity	4		
	10T capacity	2		

The list of T&P alongwith the Schedule is to be duly filled up by the Bidder to ensure smooth execution of the works at site as per scope of the Contract.

*(The list of T&P alongwith the schedule of their deployment, as finalised before Notification of Award shall be enclosed here as Appendix-4B to Appendix-4).*



## LIST OF SUB-CONTRACTORS

### PART 1. **Nominated Sub-Contractors**

In the event that the employer wishes to nominate any particular Sub-Contractors for the undertaking of any part or parts of the Works, these shall be identified and named by the Employer in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Sub-Contractors to whom the part of the Works is to be sub-contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Sub-Contractors for that part.

The Employer shall be responsible for ensuring that any Nominated Sub-contractor complies with the requiriements of ITB Clause 2.1 (Eligible Bidders), but the Bidder shall be responsible for ensuring that any work. Materials or Services to be provided by the Nominated Sub-Contractor comply with the requirements of ITB Clause 3 (Eligible Plant and Services).

Item of Work	Nominated Sub-Contractor
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NIL

### PART 2 **Approved Sub-Contractors**

(Prior to award of Contract the following details shall be completed indicating those Sub-contractors proposed by the Bidder by Attachment to his Bid which are approved by the Employer for engagement by the Contractor during the performance of the Works).

The following Sub-Contractors are approved for carrying out the item of work indicated. Where more than one Sub-contractor is listed, the Contractor is free to choose between them but he must notify the Employer of his choice in good time prior to appointing any selected Sub-Contractor. In accordance with Clause GCC 19.1, the Contractor is free to submit proposals for additional Sub-Contractors from time to time. No Sub-Contracts shall be placed with any such additional Sub-Contractors until they have been approved in writing by the Employer and their names added to this list of Approved Sub-Contractors.

Item of Work	Approved Sub-Contractors	Nationality
--------------	--------------------------	-------------

### SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following facilities, works, supplies and personnel will be provided/supplied by the Employer and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All facilities, works, supplies and personnel as described herein will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC Sub-Clause 18.2.

Unless otherwise indicated, all facilities, works, supplies and personnel will be provided free of charge to the Contractor for the purpose identified hereunder :-

S.No.	Facilities	Charges to Contractor
-------	------------	-----------------------

**1.0 Space :**

The Contractor shall advise the Employer within (30) days from the date of acceptance of the Notification of Award, about his exact requirement of space for his office, storage area, preassembly and fabrication areas etc. The above requirement shall be reviewed by the Employer and space as decided by Employer will be allotted to the Contractor for construction of his temporary structures/facilities like office, storage sheds, pre-assembly and fabrication areas, etc. for Contractor's as well as his Sub-Contractor's use.

Free of Charge

**2.0 Electricity :**

The Contractor shall submit to the Employer within thirty (30) days from the date of acceptance of the Notification of Award, his electrical power requirement, if any. to allow the planning of the same by the Employer. The Contractor shall be provided with supply of electricity for the purpose of contract only at two locations in the Employer's site at 415 V voltage level.

The supply of electricity for the purpose of Contract shall be free of charge.

S.No.	Facilities	Charges to Contractor
	<p>The Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Employer inspection &amp; approval before connection to supply.</p> <p>Power supply for labour &amp; staff colony shall be provided at one point. It shall be the responsibility of the contractors to take the power supply upto the point of his use.</p>	<p>The supply of electricity for labour &amp; staff colony shall be on charged at rates prevaluted at site</p>
3.0	<b>Communication :</b>  The Employer will extend the telephone facilities	Chargeable
4.0	<b>Water :</b>  Contractor shall make his own arrangement for supply of construction & drinking water for labour & other personnel at the work site/colony	

**LIST OF DOCUMENTS FOR REVIEW AND APPROVAL**

**A. Approval**

- 1.
- 2.
- 3.

**B. Review**

- 1.
- 2.
- 3.

**Note :** This list of documents required for approval/review by the Employer shall be as per attachment 12 to Bid Form, Section VII of bidding document and as finalised during the contract stage.

## **FUNCTIONAL GUARANTEES**

### **1.00.00 GUARANTEES AND DEMONSTRATION PARAMETERS/CAPABILITIES**

The Contractor shall guarantee that the equipment offered shall meet the ratings and performance requirements stipulated for various equipments covered in the specifications.

The specific performance guarantees, which attract liquidated damages, are detailed out in clause 1.01.00 of this Appendix-8. The Bidder shall furnish signed declarations in the manner prescribed in the bid proposal schedules for the guarantees.

Other parameters/capabilities as per clause 1.02.00 which do not attract liquidated damages shall be termed as demonstration parameters. These parameters/capabilities shall be demonstrated during guarantee tests of the respective system/equipment as per the detailed test procedure to be approved by the Employer.

The guaranteed parameters shall be without any tolerance values. All the margins required for instrument inaccuracies and all other uncertainties shall be deemed to be included in the guaranteed figures. No tolerances or allowance on the test results will be permitted for instrument inaccuracies, the method of testing or any other cause when comparing the tested performance with the guaranteed value. All costs associated with the tests shall be included in the bid price. The Contractor shall demonstrate all the guarantees covered herein during guarantee test. In case during tests it is found that the equipment/system has failed to meet the guarantees, the Contractor shall carry out all necessary modifications and/or replacements to make the equipment/system comply with the guaranteed requirements at no extra cost to the Employer. However, if the Contractor is not able to demonstrate the guarantees, even after the above modifications/replacements within ninety (90) days or a reasonable period allowed by the Project Manager of notification by the Employer, the Employer will have the right to reject the equipment/system and recover the payment already made or accept the equipment/system only after levying liquidated damages as identified in clause 3.00.00 of this Appendix-8.

1.01.00      The functional guarantees which attract Liquidated Damages are as follows:

**A.      Flow Path Capacity**

The Contractor shall guarantee the capacity of conveyor system including the intermediate equipment for each of the two parallel conveyor streams separately or any combination thereof to be tested in the following flow path operations.

(i)      **Flow Path I (Direct Stream):**

Apron feeders AF-1 & AF-2 taking feed of incoming coal from Wagon Tipplers WT-1 & WT-2 and discharging crushed coal onto extended conveyor 21 of Stage-II including all intermediate Conveyors and equipment.

(ii)      Further, for the purpose of Guarantee Test conveyor-21 alongwith all associated equipment shall also be considered.

**B.      Major Equipment Capacity**

The Contractor shall guarantee the capacity of following individual equipment :

(i)	Vibrating Screening Feeders (1 No.)	1400 MTPH (each)
(ii)	Crushers (1 No.)	1400 MTPH (each)
(iii)	Wagon Tippler (1 No.)	20 tips per hour (each)
(iv)	Apron Feeder (1 No.)	1200 MTPH (each)

**C.      Total Power Consumption :**

The Contractor shall guarantee the total power consumption of various drive motors (when the plant is operating at guaranteed capacity) at the switchgear terminals. The drive motors to be considered for levying liquidated damages shall be path wise as brought at Attachment-10. The liquidated damages shall be levied separately and independently for individual paths i.e. direct path, stacking path and reclaiming path. Description of flow paths is placed at clause 1.01.05, Sub-section-IIB-01, Technical Specifications, Section-VI.

1.02.00 The parameters/capabilities to be demonstrated for various systems/equipments are elaborated in the Guarantee tests procedure placed at Sub-Section-IIB-01, Technical Specification, Section-VI.

2.00.00 **GUARANTEE TEST**

2.01.00 In accordance with GTR at Part-C of Technical Specification, Section-VI, the plant shall be subject to guarantee tests on successful Completion of Facilities.

2.02.00 The guarantee test shall be conducted as per guideline procedure indicated at Sub-Section-IIB-01, Technical Specification, Section-VI. However detailed procedure shall be submitted by vendor as per guidelines referred above for Employer's approval.

2.03.00 All costs associated with the tests shall be included in the bid price. Tools and tackles, thermowells (both screwed and welded) instruments/devices including flow devices, matching flanges, impulse piping & valves etc. and any special equipment, required for the successful completion of the tests, shall be provided by the Contractor free of cost.

2.04.00 The guarantee test shall be carried out as per the agreed procedure. After the conductance of guarantee test, the Contractor shall submit the test evaluation report of guarantee test results to Employer promptly but not later than two months from the date of conductance of guarantee test. However, a preliminary test report of atleast one test run shall be submitted immediately after the completion of the test to the Employer.

3.00.00 **LIQUIDATED DAMAGES**

3.01.00 If the guarantees specified are not achieved by the Contractor within 90 days or a reasonable period allowed by the Project Manager, of notification by the Employer, the Employer will have the right to reject the equipment/system and recover the payment already made or accept the equipment/system only after levying liquidated damages listed therein against the Contractor and such amounts shall be deducted from the Contract Price :

**A. Shortfall in Capacity**

Sl.No.	Coal Handling System/ Equipment	Liquidated Damages for 1% or part thereof of Shortfall in Guarantee system capacity
1.	L.D. for short fall in <b>conveyor capacity</b> for deficiency of 1% or part thereof in guaranteed capacity	US \$ 239,344
2.	L.D. for short fall in <b>capacity of major equipment</b> for deficiency of 1% or part thereof in guaranteed capacity	
	(a) Crusher	US \$ 3584
	(b) Vibrating Screening Feeder	US \$ 1394
	(c) Apron Feeder	US \$ 1946
3.	LD for shortfall in capacity of wagon tippler with SAC for deficiency of 1 tip per hour	US \$ 59083

The LD shall be assessed on the basis of conveyor stream in a flow path / equipment having the poorest performance. The L.D. for only one of the two paths (having poorest performance) shall be payable.

- a) The contractor shall guarantee the total power consumption of various drive motors, (when the plant is operating at the guaranteed capacity) at the switchgear terminals, in the relevant schedule of Section-VII of Bidding Documents. The drive motors to be considered for the same shall be :
  - (i) All conveyors corresponding to single stream
  - (ii) Crusher Motors (1 No.)



- (iii) Movable Belt Feeders MBF-1/2 drive motors
  - (iv) Vibrating Screening Feeder/Drives (1 no.)
  - (v) Wagon tipplers drives (2 No.)
  - (vi) Apron feeders drive (2 No.)
- b) The Contractor shall also guarantee the total power required for the following equipment at guaranteed capacity.
- (i) At the terminal of each drive motor of crushers.

**B. Increase in guaranteed power consumption**

If the total power consumption of drive motors identified at 1.01.00 (C) above exceed the guaranteed power consumption, liquidated damages at the rate of US \$ 1518/- (US Dollars One thousand Five Hundred and Eighteen only) per KW or part thereof shall be deducted from the contract price.

- 3.02.00 If the Contract currency is other than US Dollars, then the Liquidated Damages shall be an equivalent amount in Contract currency based on Bill Selling Exchange rate of State Bank of India prevailing on the date of Notification of Award. Such liquidated damages may be recovered by the deduction from contract price or by enforcing the contract performance guarantee or in any other manner deemed fit by Project Manager.
- 3.03.00 Contractors aggregate liability to pay liquidated damages for failure to attain the functional guarantee shall not exceed twenty five (25%) percent of the contract price and such amount shall be recoverable by operating the Performance Bank Guarantee of the Contractor or deduction from the contract price or otherwise.

## **6. PERFORMANCE SECURITY FORM**

## 6. Performance Security Form

(To be stamped in accordance with the Stamp Act,  
if any, of the Country of the issuing Bank) :

Bank Guarantee No.....

Date.....

To,  
[Employer's Name & Address]

Dear Sirs,

In consideration of the .....[Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Contractor's Name]..... with its Registered /Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. .... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated ..... valued at ..... for .....[Name of the Contract]..... hereinafter called the Contract..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....% ( ..... percent) of the said value of the Contract to the Employer.

We .....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(\*)..... as aforesaid at any time upto .....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer 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 Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any

other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer 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 that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....(\*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name}..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20..... at.....

#### WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Bank Stamp)
	Authorised Vide Power of Attorney No..... Dated.....

- Notes :**
- (\*) This sum shall be ten percent (10%) of the Contract Price.  
(@) This date will be ninety (90) days after the end of Defect Liability Period as specified in the Contract.
  - The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
  - The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG has been issued or the State of India from where the BG shall be operated, whichever is higher.
  - While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed with the bidding documents. Further, the Contractor is required to fill up this Form 16 and enclose the same along with the Bank Guarantee.

**6a. Performance Security Form**

**(In case of Contract awarded to Joint Venture)**

**- NOT APPLICABLE -**

**7. BANK GUARANTEE FORM  
FOR ADVANCE PAYMENT**

- (i) FOR SUPPLY - CIF / EX-WORKS PORTION**
- (ii) FOR INSTALLATION SERVICES PORTION**

**7(i). Bank Guarantee Form for Advance Payment  
(For CIF/Ex-Works)**

(To be stamped in accordance with the Stamp Act,  
if any, of the Country of the issuing Bank) :

Bank Guarantee No.....

Date.....

To,  
[Employer's Name & Address]

Dear Sir,

In consideration of .....[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. .... dated ..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. .... dated..... valued at ..... for .....[Name of Contract] .....(hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ..... (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....[Name and address of the Bank]..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of ....[advance amount]..... as aforesaid at any time upto .....(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and

to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer 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 that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to .....[advance amount]..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name].... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20 ..... at .....

#### WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name) .....
..... (Official Address)	..... (Designation with Bank Stamp)
	Authorised Vide Power of Attorney No.....
	Dated.....

- Notes:**
1. (@) This date shall be ninety (90) days beyond the date of Completion of the Facilities covered under the Contract.
  2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
  3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG has been issued or the State of India from where the BG shall be operated, whichever is higher.
  4. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed with the bidding documents. Further, the Contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.



**7.(ii) Bank Guarantee Form for Advance Payment  
(For Installation Services)**

(To be stamped in accordance with Stamp Act  
if any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To,  
[Employer's Name & Address]

Dear Sir,

In consideration of .....[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. .... dated ..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. .... dated..... valued at ..... for .....[Name of Contract] .....(hereinafter called the 'Contract') and the Employer having agreed to make an an interest bearing advance ('said Advance') to the Contractor amounting to ..... (in words and figures).... in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....[Name and address of the Bank]..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of .....[advance amount]..... as aforesaid along with interest @ 14.5% per annum calculated from the date of release of the said advance by the Employer to the Contractor, at any time upto .....(#)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding as to the amount and interest claimed by the Employer under this guarantee notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants,

contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer 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 that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to .....[advance amount]..... along with interest thereon as aforesaid and it shall remain in force up to and including .....(#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 200 ..... at .....

**WITNESS :**

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Bank Stamp)
	Attorney as per Power of Attorney No.....
	Dated.....

- Notes:**
1. (#) This date shall be ninety (90) days beyond the date of Completion of the Facilities.
  2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
  3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where the BG shall be operated, whichever is higher.
  4. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Form 16 - Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.

**7a. Bank Guarantee Form for Advance Payment**

(In case of Contract awarded to Joint Venture)

**- NOT APPLICABLE -**

## **8. FORM OF COMPLETION CERTIFICATE**

## 8. Form of Completion Certificate

Date: \_\_\_\_\_

IFB No: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC Clause 24 (Commissioning and Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

---

Title  
(Project Manager)

## **9. FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE**

## 9. Form of Operational Acceptance Certificate

Date : .....

IFB No: .....

*[Name of Contract]*

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GCC Sub-Clause 25.2 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the facilities]*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof : *[description]*
2. Date of Operational Acceptance : *[date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

---

Title  
(Project Manager)

## **10. FORM OF TRUST RECEIPT**



**10. FORM OF TRUST RECEIPT FOR PLANT,  
EQUIPMENT AND MATERIALS RECEIVED**

We M/s (*Contractor's Name*)..... having our Principal place of business at .....having been awarded a Contract No..... dated ..... for (*Contract Name*)..... by (*Name of Employer*) ..... do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ..... (*Name of Employer*). The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s .....  
(*Contractor's Name*)

Dated : .....

(AUTHORISED SIGNATORY)

**11. FORM OF INDEMNITY BOND (3 Nos.)**

**11a. FORM OF INDEMNITY BOND TO BE EXECUTED  
BY THE CONTRACTOR FOR THE EQUIPMENT  
HANDLED OVER BY THE EMPLOYER  
FOR PERFORMANCE OF ITS CONTRACT  
(Entire Equipment Consignment in one lot)**

(On non-Judicial stamp paper of appropriate value)

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this .....day  
of..... 20 ..... by .....(*Contractor's Name*) a Company reg-  
istered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Reg-  
istered Office at ..... (hereinafter called as 'Contractor' or "Obligor"  
which expression shall include its successors and permitted assigns) in favour of  
..... (*Name of Employer*), a Company incorporated under the Compa-  
nies Act, 1956 having its Registered Office at ..... and its project  
at ..... (hereinafter called "...{*Abbreviated name of the Employer*}"  
which expression shall include its successors and assigns) :

WHEREAS .....@..... has awarded to the Contractor a Contract for  
.....vide its Notification of Award/Contract No.....dated .....  
and its Amendment No. .... and Amendment No.....,  
(*applicable when amendments have been issued*) (hereinafter called the Contract") in terms  
of which .....@..... is required to hand over various Equipments to the Contractor for ex-  
ecution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor  
is required to execute an Indemnity Bond in favour of.....@..... for the Equipments  
handed over to it by .....@..... for the purpose of performance of the Contract/  
Erection portion of the contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract,  
valued at (*Currency and amount in Figures*).....  
(*Currency and amount in words*) .....  
handed over to the Contractor for the purpose of performance of the Con-  
tract, the Contractor hereby undertakes to indemnify and shall keep  
.....@..... indemnified, for the full value of the Equipments. The Con-  
tractor hereby acknowledges actual receipt of the Equipment etc. as per  
despatch title documents handed over to the Contractor as detailed in the  
Schedule appended hereto. The Contractor shall hold such Equipment etc.  
in trust as a "Trustee" for and on behalf of .....@..... .

@ Fill in abbreviated name of Employer

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by .....@..... . The Contractor undertakes to keep .....@..... harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That .....@..... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, .....@..... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments 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 Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of .....@..... to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of .....@..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to .....@..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to .....@..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of .....@....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

## SCHEDULE

Particulars of the Equipments handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipments	Signature of Attorney in token of receipt
		RR/GR/ Bill of lading No. & Date	Carrier		

**For and on behalf of**

(Contractor's Name)

**WITNESS :**

1. Signature .....

Signature .....

2. Name .....

Name .....

3. Address .....

Designation of .....  
 Authorised representative \*

2. 1. Signature .....

(Common Seal)  
(In case of Company)

2. Name .....

3. Address .....

\* Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**11b. FORM OF INDEMNITY BOND TO BE EXECUTED  
BY THE CONTRACTOR FOR THE EQUIPMENT  
HANDLED OVER BY THE  
EMPLOYER FOR PERFORMANCE OF ITS CONTRACT  
(Equipment handed over in installments)**

**(On non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this .....day of..... 20 ..... by .....(*Contractor's Name*) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Registered Office at ..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of .....(*Name of Employer*), a Company incorporated under the Companies Act, 1956 having its Registered Office at ..... and its project at ..... (hereinafter called "....."*{Abbreviated name of the Employer}*)" which expression shall include its successors and assigns) :

WHEREAS .....@..... has awarded to the Contractor a Contract for .....vide its Notification of Award/Contract No.....dated ..... and its Amendment No. .... and Amendment No....., (*applicable when amendments have been issued*) (hereinafter called the Contract") in terms of which .....@..... is required to hand over various Equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour in .....@..... for the Equipments handed over to it by .....@..... for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipments")

NOW THEREFORE, This Indemnity Bond witnesseth as follows :

1. That in consideration of various Equipments as mentioned in the Contract, valued at (*Currency and amount in figures*)..... (*Currency and amount in words*) ..... to be handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep .....@..... indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial instalment of the Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipments etc. as required by .....@..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipments etc. in trust as a "Trustee" for and on behalf of .....@.....

@ Fill in abbreviated name of Employer.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract, is taken over by .....@..... . The Contractor undertakes to keep .....@..... harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That .....@..... is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, .....@..... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments 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 Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of .....@..... to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of .....@..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to .....@..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to .....@..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of .....@....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

#### SCHEDULE No.1

Particulars of the Equipments handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipments	Signature of Attorney in token of receipt
		RR/GR/ Bill of lading No. & Date	Carrier		

(Please number subsequent schedules)

For and on behalf of

.....  
(Contractor's Name)

#### WITNESS

1.     1.     Signature .....

Signature .....

2.     Name .....

Name .....

3.     Address .....

Designation of .....  
Authorised representative \*

2.     1.     Signature .....

(Common Seal)  
(In case of Company)

2.     Name .....

3.     Address .....

-----  
\*     Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.



**11c. FORM OF INDEMNITY BOND TO BE EXECUTED  
BY THE CONTRACTOR WITH REGARD TO DISPOSAL OF  
SCRAP/SURPLUS MATERIAL**

**(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)**

**INDEMNITY BOND**

THIS INDEMNITY BOND executed this .....day of..... 20 ..... by  
.....(*Name of Company*) ..... a Company registered under  
the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office(s)  
at ..... (Office Address) ..... hereinafter called the  
Indemnifier(s)/Contractor(s) (which expression shall, unless excluded by or repugnant to the  
context, be deemed to mean and include its successors, administrators, executors and per-  
mitted assigns).

**IN FAVOUR OF**

NTPC Limited (formerly National Thermal Power Corporation Ltd.), a Government of India En-  
terprise, having its registered office at NTPC Bhawan, Scope Complex-7, Institutional Area,  
Lodhi Road, New Delhi-110 003 (hereinafter referred to as "NTPC").

1. NTPC has awarded the Contractor(s), contract for execution of work ("Scope of Work")  
as mentioned in the contract agreement no. .... dated .....,  
entered into between NTPC and Contractor(s), relating to .....  
(Name & Address of Project/Station) ..... (hereinafter called 'the  
Project').
2. The Indemnifier(s) for the purpose of execution of its Scope of Work had from time  
to time procured and stored ..... (Details of Material) .....  
at the Project Site.
3. After completion of the Scope of Work by Indemnifier(s), it has been identified that  
scrap ..... (Details of Scrap Material & its quantity) ..... and/  
or surplus ..... (Details of Surplus Material & its Quantity)  
..... belonging to Indemnifier(s) is lying at the said Project Site.
4. Now, the scrap ..... (Details of Scrap Material & its Quantity) .....  
and/or surplus ..... (Details of Surplus Material & its Quantity) .....  
belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the  
Project Site.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

1. That Indemnifier(s) by way of this indemnity requests NTPC to issue necessary exit gate pass(es) in favour of Indemnifier(s) for removal of scrap..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to Indemnifier(s), from the project.
2. That as per NTPC's procedure, Indemnifier(s) shall ensure loading of trucks for clearing of its scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... by itself, as aforesaid, under the supervision of CISF personnel.
3. That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify NTPC and keep NTPC indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by NTPC by reason of the issue of necessary gate pass(es) by NTPC and permitting Indemnifier(s) to remove scrap ..... (Details of Scrap Material & its Quantity) ..... and/or surplus ..... (Details of Surplus Material & its Quantity) ..... belonging to Indemnifier(s), from the project.
4. That Indemnifier(s) undertakes to indemnify and keep NTPC harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the laws require NTPC to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of NTPC.

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at .....  
(Name of the Place) .....

Witness:

Indemnifier

1.

.....

2.

.....

(Authorised Signatory)

## **12. FORM OF AUTHORISATION LETTER**

## 12. FORM OF AUTHORISATION LETTER

(NAME OF EMPLOYER)

(PROJECT ..... )

REF. NO. :

DATE :

To,

M/s (*Contractor's Name*).....

Ref : Contract No..... Dated .....

for .....[*Contract Name*].....

awarded by (*Name of Employer*)

Dear Sirs,

Kindly refer to Contract No..... Dated ..... for .....(*Contract Name*)  
You are hereby authorised on behalf of .....(*Name of Employer*) having its registered office at .....and its Project at ..... to take physical delivery of materials/equipments covered under despatch Document/ Consignment Note no..... \* .....dated ..... and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Authority)

(Designation : .....

Date .....

ENCL : as above

-----  
\* Mention LR/RR No.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER  
DESPATCH TITLE DOCUMENT (RR NO./ LR NO. ....)**

Sl. No.	Contract Name	NOA No./ Contract Agreement No.	Description of Materials/ Equipments	Spec. Qty. No.	Value	Remarks
------------	------------------	--	--	-------------------	-------	---------

(SIGNATURE OF THE PROJECT  
AUTHORITY)

(Designation).....

Date).....

## **13. FORM OF JOINT DEED OF UNDERTAKING**

# 13A. FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

## DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE ASSOCIATE ALONGWITH THE CONTRACTOR FOR WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW) (AS PER CLAUSE 3.1.3 OF ITEM 3.0 OF BDS)

This DEED of UNDERTAKING executed this..... day of ..... Two thousand ..... by M/s ..... a Company incorporated under ..... having its Registered Office at ..... (hereinafter called the "Associate", which expression shall include its successors, administrators, executors and permitted assigns) and M/s ..... a company registered under the ..... having its registered office at ..... (hereinafter called the Bidder/ Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, installation, testing, commissioning and carrying out Guarantee tests for Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyachal Super Thermal Power Project, Stage-III (2X500MW) (hereinafter referred to as "Plant") as specified in its Bidding Document No.CS-2240-155C-2.

AND WHEREAS Clause 3.1.3 of Item 3.0 of Bid Data Sheets of Bidding Documents stipulates that bidding is open to a bidder who meets the requirements stipulated in Clauses **3.1.1, 3.1.2(i)\* / 3.1.2(ii)\* and 3.2.2, 3.2.3, 3.2.4, 3.2.5, 3.2.6, 3.2.7 and 3.2.1(i)\* / 3.2.1(ii) and (ii) (a)\*/3.2.1 (i) and (ii) (b)\*** of Item 3.0 of Bid Data Sheet and Associates with a firm who in turn fully meets the stipulated requirements as per Clause **\*3.1.2(i)&(ii) / 3.1.2(i) / \*3.1.2(ii) and 3.2.1(ii) (a&b)\* / 3.2.1(ii)(a)\* / 3.2.1(ii)(b)\*** of Item 3.0 of Bid Data Sheets of Bidding Documents.

AND WHEREAS M/s..... (Bidder) himself does not meet the requirements of clause no. **\*3.1.2 (i) & (ii) / \*3.1.2 (i) / \*3.1.2 (ii)**, item 3.0 of Bid Data Sheets of Bidding Documents and hence desires to associate with M/s ..... (hereinafter referred to as Associate).

A) who has executed the following works within the preceding seven (7) years as on the date of bid opening:

- \*i) a) Basement type structures like Track hoppers, Wagon Tipplers, tunnels etc. involving deep excavation and extensive dewatering and industrial buildings with finishing works.**

b) Minimum 10,000 cu.m. of reinforced cement concrete work in any one (1) year in a single contract.

\*ii) Minimum 1500 Metric Tonnes of fabrication and erection of steel structures in a period of any one (1) year in a single contract.

B. Who has achieved minimum average annual turnover in the preceding three financial years as on date of bid opening of Rs.533 million or above in case of 3.2.1 (ii)\*/Rs.353 million or above in case of 3.2.1 (ii) (a)\* / Rs. 180 million or above in case of 3.2.1(ii) (b)\* of BDS.

And whereas a pre condition for submitting the bid, the bidder and the Associate are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful design, execution & completion of the **\*civil & structural works / \*civil works / \*steel structural works** under the Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyaachal Super Thermal Power Project, Stage-III (2X500MW) fully meeting the parameters guaranteed as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

WHEREAS M/s ..... is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated ..... for Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyaachal Super Thermal Power Project, Stage-III (2X500MW) against the Employer's Bidding Documents.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for successful design, execution & completion of the **\*civil & structural works / \*civil works / \*steel structural works** and perform all the contractual obligations including the technical guarantees for the **\*civil & structural works / \*civil works / \*steel structural works**.
2. In case of any breach of the Contract committed by the Contractor, we, the Associate, do hereby undertake, declare and confirm that we shall be fully responsible for the successful design, execution & completion of the **\*civil & structural works / \*civil works / \*steel structural works** and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Collaborator/Associate and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.



This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Associate, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows :

- (a) The Associate will be fully responsible for design, engineering, execution, and successful completion of the **\*civil & steel structural works / \*civil works / \*steel structural works** for the Plant as per the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Collaborator to facilitate the successful design, execution & completion of the **\*civil & steel structural works / \*civil works / \*steel structural works** as stipulated in the aforesaid Contract.

Further the Associate shall ensure proper design, engineering, execution, testing and successful completion of the **\*civil & steel structural works / \*civil works / \*steel structural works** in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Contractor fails to demonstrate successful performance of the Plant as set forth in paragraph 1 above, the Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
- (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications for **\*civil & steel structural works / \*civil works / \*steel structural works** and payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.
4. We, the Contractor and Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after 90 days of

satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor and Associate will be fully responsible for the quality of all **\*civil & structural works / \*civil works / \*steel structural works** including the materials incorporated in such works whether fabricated at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement, if necessary, for timely delivery/execution thereof to meet the work schedule under the Contract.
6. In case of Award, in addition to the Contract Performance Security furnished by the Bidder, the Associate shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be equal to one and a quarter percent (1.25%) of the total contract price of the Contract awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Coal Handling Plant Package under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
8. We, the Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s .....  
(Collaborator/Associate)

Witness :

1. ....  
(Signatures)

.....  
(Signature of the authorised  
representative)

.....  
(Name & Official Address)

Name : .....

Designation :.....

Common Seal of the Company

.....

For M/s.....  
(Contractor)

Witness :

1. ....  
(Signatures)

.....  
(Signature of the authorised  
representative)

.....  
(Name & Official Address)

Name : .....

Designation :.....

Common Seal of the Company

.....

**Note :\*** Bidder and his Collaborator / Associate to strike out whichever is not applicable.

**13C3. FORM OF DEED OF JOINT UNDERTAKING  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE  
COLLABORATOR / ASSOCIATE ALONGWITH THE CONTRACTOR FOR  
WAGON TIPPLER, CONVEYING & CRUSHING PLANT PACKAGE FOR  
VINDHYACHAL SUPER THERMAL POWER PROJECT, STAGE-III (2X500 MW)  
(AS PER CLAUSE 3.1.1(b) IN ITEM 3.0 OF BDS-COLLABORATOR/ASSOCIATE  
FOR DESIGN AGENCY)**

This DEED of UNDERTAKING executed this..... day of .....Two thousand ..... by M/s .....a Company incorporated under ..... having its Registered Office at ..... (hereinafter called the "Collaborator"/"Associate", which expression shall include its successors, administrators, executors and permitted assigns) and M/s..... a company registered under the ..... having its registered office at ..... (hereinafter called the Bidder/ Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for design, engineering, manufacture, supply, transportation to site, installation, testing, commissioning and carrying out Guarantee tests for Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyachal Super Thermal Power Project, Stage-III (2X500MW) (hereinafter referred to as "Plant") as specified in its Bidding Document No.CS-2240-155C-2.

AND WHEREAS Clause 3.1.3 of Item 3.0 of Bid Data Sheets of Bidding Documents stipulates that bidding is open to a bidder who meet the requirements stipulated in Clause 3.1.1(b) & 3.1.3 of Item 3.0 of Bid Data Sheet and collaborates/associates with a firm who in turn fully meets the stipulated requirements of design agency as per Clause 3.1.1(b) of Item 3.0 of Bid Data Sheets of Bidding Documents.

AND WHEREAS M/s..... (Bidder) himself meets the requirements of clause no. 3.1.1(b), item 3.0 of Bid Data Sheets of Bidding Documents and hence desires to Collaborate/Associate with a design M/s..... (hereinafter referred to as Collaborate/Associate) who has designed, at least one number integrated bulk material handling plant (essentially comprising of conveying & crushing) of 1000 Metric tonnes per hour or above for coal or other mineral of equivalent volumetric capacity which is in successful operation for at least one (1) year as on date of bid opening and as a pre condition for submitting the bid, the bidder and the Collaborate/Associate are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint SUndertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of

the system to be designed, erected/supervised erection and commissioning under the Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyachal Super Thermal Power Project, Stage-III (2X500MW) fully meeting the parameters guaranteed as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

WHEREAS M/s ..... is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated ..... for Wagon Tippler, Conveying & Crushing Plant Package for its Vindhyachal Super Thermal Power Project, Stage-III (2X500MW) against the Employer's Bidding Documents.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Coal Handling Plant and perform all the contractual obligations including the technical guarantees for the system and the associated auxiliary equipment.
2. In case of any breach of the Contract committed by the Contractor, we, the Collaborate/Associate, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Coal Handling Plant and associated auxiliary equipment and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Associate and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Associate, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows :
  - (a) The Collaborator/Associate will be fully responsible for design, and carrying out the guarantee tests as well as meeting all stipulated technical requirements and guaranteed parameters for Coal Handling Plant to the satisfaction of the Employer.

Further, the Collaborator/Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of the Coal Handling Plant and the associated auxiliary equipment as stipulated in the aforesaid Contract.

Further the Collaborator/Associate shall ensure proper design, in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Collaborator/Associate and Contractor fail to demonstrate successful performance of the Coal Handling Plant as set forth in paragraph 1 above, the Collaborator/Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
  - (c) Implementation of the corrected designs or modifications to the Coal Handling Plant and the associated auxiliary equipment and payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.
4. We, the Contractor and Collaborator/Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after 90 days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
6. In case of Award, in addition to the Contract Performance Security furnished by the Bidder, the Collaborator/Associate shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be equal to (0.125%) One eighth of one percent of the total contract price of the Contract awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Coal Handling Plant Package under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
8. We, the Collaborator/Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Collaborator/Associate and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s .....  
(Collaborator/Associate)

Witness :

1. ....  
(Signatures)

.....  
(Signature of the authorised representative)

.....  
(Name & Official Address)

Name : .....

Designation :.....

Common Seal of the Company

.....

For M/s.....  
(Contractor)

Witness :

1. ....  
(Signatures)

.....  
(Signature of the authorised representative)

.....  
(Name & Official Address)

Name : .....

Designation :.....

Common Seal of the Company

.....

**Note: Power of Attorney of the Persons signing on behalf of Associate/ Collaborator and Bidder/Contractor is to be furnished by the Bidder and to be attached with the signed Deed of Joint Undertaking**

**14. FORM OF BANK GUARANTEE  
BY ASSOCIATE/COLLABORATOR**



**14. PROFORMA FOR BANK GUARANTEE  
TO BE FURNISHED BY THE ASSOCIATE/COLLABORATOR**

(To be stamped in accordance with the Stamp Act,  
if any, of the Country of the issuing Bank) :

To \_\_\_\_\_ Bank Guarantee No. ....  
[Employer's Name & Address] \_\_\_\_\_ Date .....

Dear Sir,

In consideration of NTPC Ltd., (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to ..... with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a Contract for ..... Package for its ..... (Name of Project) ..... vide Contract No. .... dated ..... and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated ..... (hereinafter referred to as "Undertaking") given by M/s..... \* ..... (Contractor) and by ..... (Associate/Collaborator) having its registered office at ..... (hereinafter called..... or Associate/Collaborator), and the Contractor having further executed with ..... (Associate/Collaborator) a Sub-Contract dated ..... and the same having been unequivocally accepted by the Associate/Collaborator resulting in a Sub-Contract Agreement valued at ..... for ..... (hereinafter called "Sub-Contract Agreement") and ..... (Associate/Collaborator) having agreed to provide a Performance Guarantee amounting to.....to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office at..... (herein-after referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of .....(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to "Associate/Collaborator" or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate/Collaborator or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

\* Brief name of the Contractor

The Employer 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 or the Sub-Contract Agreement by the Associate/Collaborator. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate/Collaborator and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Associate/Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate's/ Collaborator's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and, it shall remain in force upto and including ..... @ ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... (Associate/Collaborator) on whose behalf this guarantee has been given.

Date this.....day of.....20.....at.....

## WITNESS

(Signature).....

(Name).....

(Official Address).....

(Signature).....

(Name & Designation).....

(Bank's Seal).....

Authorised vide Power of  
Attorney No.....

Date.....

**Notes :**

- 1.@ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where the BG shall be operated, whichever is higher.
4. While getting the Bank Guarantee issued, the Associate/contractor is required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed with the bidding documents. Further, the contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.

## **15. FORM OF JOINT VENTURE AGREEMENT**

**FORM NO. 15.**

**(On Non-Judicial Stamp Paper of Appropriate Value)**

**FORM OF JOINT VENTURE AGREEMENT BETWEEN  
M/S....., M/S.....,  
M/S..... AND M/S.....**

**---- NOT APPLICABLE ----**

**16. FORM OF BANK GUARANTEE  
VERIFICATION CHECK LIST**

**BANK GUARANTEE VERIFICATION CHECKLIST**

1. Bank Guarantee No.
2. Issuing Bank
3. Amount of BG
4. Nature of BG & No. of Pages
5. Validity of BG
6. Package Description
7. Party & Contracts Ref.
8. Bank Reference

**CHECK LIST**

S.No.	Details of Checks	Yes/No
a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?	
e)	Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	

S.No.	Details of Checks	Yes/No
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of NTPC in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of Employer, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No., NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of BG / Contract Documents?	
l)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?	

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Printed Name .....

(Designation) .....

(Common Seal) .....

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee.



**17. FORM OF VALIDITY EXTENSION  
OF BANK GUARANTEE**

**FORM OF VALIDITY EXTENSION OF BANK GUARANTEE**

(To be stamped in accordance with the Stamp Act,  
if any, of the Country of the issuing Bank) :

Ref. No.....

Dated : .....

To :  
[Employer's Name and Address]

Dear Sirs,

Sub : Validity Extension of Bank Guarantee No. .... dtd.....  
for ..... favouring yourselves, expiring on.....  
on account of M/s\*..... in respect of Contract for  
(Insert package name)..... for (Insert Project name)  
..... project, Contract No. ....  
dated..... (herinafter called original Bank Gaurantee).

At the request of M/s\*..... we ..... Bank  
having branch office at ..... and having Head Office at  
..... do hereby extend our liability under the above mentioned  
Bank Guarantee No..... dt ..... for a further period of.....Years/  
Months from ..... to expire on .....

Exept as provided above, all other terms and conditions of the original Bank Guarantee  
No..... dt..... shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be  
attached.

Your Faithfully

For .....  
Manager/Agent/Accountant  
Power of Attorney No.....  
Dated.....

**Note:** \* In case of Joint Ventures, name of all partners of the Joint Venture shall be  
mentioned.