

AMENDMENT No.02 (Commercial) to Bid Document Ref. NVVN/C&M/RE-123/2021-22 for ANDAMAN NICOBAR GAS POWER PROJECT (50 MW)

S. No.	Section / Clause No.	Existing Provision	Amended / Added Provision
01	ITB Clause 42	New Clause	<p>In case of offline documents to be submitted (documents to be submitted in physical form), following may be noted: Bidder shall submit the physical bid (all the documents as mentioned in ITB 15) in hard copy before the stipulated bid submission date. However, following relaxation with regard to receipt of 'Documents to be submitted in physical form along with the bid' as a stop gap arrangement in view of COVID, Bidder is allowed to submit the documents (as per physical bid) also online subject to adhering to all the provisions below.</p> <p>A. Bid Security</p> <p>In case of Bidders opting for Bank Guarantee as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location, following shall be applicable: (i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of BG along with following documents: (a) The scanned copy of the BG. (b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending. (c) An undertaking through official e-mail ID of Bank as per format enclosed at Annexure- I. SFMS message must be sent to the Employer's bank whose details are mentioned in Bidding documents. (ii) Bidders shall be required to upload the scanned copy of the BG on GePNIC / e- tendering portal.</p> <p>In case of Bidders opting for Demand Draft / Banker's Cheque as Bid Security, following shall be applicable: (i) Bidders who are unable to submit online EMD Bid Security through GePNIC portal may opt for Online Transfer of Bid Security / Cost of Bidding documents through NEFT/RTGS to NTPC's Bank whose details are provided in the Bidding Document. (i) Bank Name: State Bank of India</p>

		<p>(ii) Branch : SCOPE COMPLEX, DELHI -110003 (ii) Bank Address : Ground Floor, Core 6, Scope Complex, Lodhi Road, New Delhi-110003 (iv) IFSC Code : SBIN0020511 (v) Account No.: 52142903980</p> <p>(ii) While carrying out online transfer, Bidders shall ensure to enter “EMD - Tender No.-Vendor Name” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to concerned C&M department and also upload the details in the “Fee/SCANNED COPY OF EMD” folder in GePNIC in the following format:</p> <p>Declaration for EMD / Tender Fee Deposit Tender No: Vendor Name: UTR Reference: Amount: Transferor Bank: (Signature of Vendor with Seal)</p> <p>B. Cost of Tender Fee (ii) Bank Name : State Bank of India</p> <p>In case of Bidders opting for Demand Draft / Banker's Cheque for Cost of Bidding documents (Tender Fee), following shall be applicable:</p> <p>(i) Bidders who are unable to submit online Cost of Bidding documents through GePNIC portal may opt for Online Transfer of Cost of Bidding documents through NEFT/RTGS to NTPC's Bank whose details are provided in the Bidding Document.</p> <p>(i) Branch : SCOPE COMPLEX, DELHI -110003 (ii) Bank Address : Ground Floor, Core 6, Scope Complex, Lodhi Road, New Delhi-110003 (iii) IFSC Code : SBIN0020511 (iv) Account No.: 52142903980</p>
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			<p>(ii) While carrying out online transfer, Bidders shall ensure to enter “Tender Fee - Tender No.-Vendor Name” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to concerned C&M department and also upload the details in the “Scanned Copy of Fee ” folder in GePNIC in the following format: Declaration for Tender Fee Deposit Tender No: Vendor Name: UTR Reference: Amount: Date of Transfer: Transferor Bank: (Signature of Vendor with Seal)</p> <p>C. Power of Attorney Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder / Collaborator(s)/ JV partners, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid on the GePNIC / e-tender portal.</p> <p>D. Integrity Pact Integrity Pact (digitally Pre-signed by the Employer) shall be digitally signed by all the Executants and submitted by the Bidder in ‘Fee Cover’. In such cases, the signature of Witnesses in the Integrity Pact shall not be required.</p> <p>E. No Deviation Certificate Bidder shall be required to upload scanned copy of the No Deviation Certificate along with the bid on the GePNIC / e-tender portal.</p> <p>F. Deed of Joint Undertaking/Letter of Undertaking (if applicable) Bidder shall be required to submit a simplified “Undertaking to be jointly executed by the Bidder and the collaborator/associate for complying the provisions of Deed of Joint Undertaking”, as per the format enclosed at Forms & procedures. The aforesaid Undertaking shall be signed/digitally signed by</p>
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			<p>Bidder and its Associate(s)/ Collaborator(s) on plain paper and submitted digitally along with the Techno-commercial Bid.</p> <p>The DJU(s) Forms as per Qualifying Requirements (QR) will form part of the Bidding documents and bidders shall submit the aforesaid Undertaking, instead of DJU(s).</p> <p>Further, the bidder emerging as the successful Bidder shall be required to submit the applicable DJU(s), duly executed on Non-Judicial Stamp Paper of appropriate value as per the format enclosed with the Bidding documents, at the earliest but not later than fifteen (15) days from the date of opening of the price bid failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.</p>
02	Appendix 2 of Contract Agreement	Appendix 2, Price Adjustment	<p>Appendix 2, Price Adjustment stands Amended vide Revised Appendix 2A. Revised Appendix 2A, regarding Price Adjustment is attached at Annexure II to this Amendment. Bidders to refer Annexure II (Revised Appendix 2A) for Price Adjustment Clause.</p>
03	GCC CLAUSE 3.6	Construction of Contract	<p>GCC 3.6 Stands Amended as below:</p> <p>In the case of successful Domestic Bidder, the award shall be made as follows:</p> <p>(i) First Contract: For CIF (Indian port of entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</p> <p>(ii) Second Contract: For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares.</p> <p>(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 to fall the equipments supplied under the 'First Contract' & the 'Second Contract'.</p> <p>First, Second and third Contracts will contain 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> <p>(i) First Contract: For CIF (Indian port-of-entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</p> <p>(ii) Second Contract: For Ex-works (India) supply of domestically manufactured plant and equipment including type test charges and mandatory spares.</p> <p>(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 equipment supplied under the First Contract & the Second Contract and all other services as specified in the Contract Documents.</p> <p>First, Second and third Contracts will contain 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' and or Fourth 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</p>
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			<p>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>
04	GCC Clause 31.1	<p>31.1 Ownership of the Plant and Equipment 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>31.1 Ownership of the Plant and Equipment (a) 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. (b) 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>
05	BDS Clause 9.0 (ITB Clause 22.1)	<p>Currency chosen for : Indian Rupees purpose of evaluation</p>	<p>(i) Currency chosen for purpose : Indian Rupees of evaluation</p> <p>(ii) Type of Transaction and Source: Bills Selling Exchange Rate established by STATE BANK OF INDIA of exchange rates</p> <p>(iii) Date of exchange rate: Deadline set for submission of Bids</p>
06	Appendix 01 Contract Agreement Clause 4	<p>4 Due Dates for Payment 4.1 The advance payment amount shall be payable after fulfilment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice along with 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</p>	<p>4.1 The advance payment amount shall be payable after fulfilment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice along with 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 thirty (30) 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.</p>

		<p>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.</p>	<p>4.2 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).</p>
07	Techno Commercial Bid Form	Techno Commercial Bid Form	<p>Techno commercial Bid Form (Page 920-924 of 1178) Stands Deleted.</p> <p>Revised Techno Commercial Bid Form is to be filled by all the bidders, as per Annexure III to this amendment.</p>
08	GCC Clause 22.3.2	<p>The Employer has formulated Safety Rules for Construction & Erection of Power Plants and is enclosed herewith as Annexure-B to GCC. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub-contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment</p>	<p>GCC 22.3.2 Stands Amended as below:</p> <p>The Employer has formulated Safety Rules for Construction & Erection of Power Plants and is available at its website www.nvvn.co.in . These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub-contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the Contractor.</p>

		and materials at site area under execution of the Contractor.	
09	Volume V of Part A of Section VI Clause 3.00.00	Note: (i) Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantee shall not exceed twenty five percent (25%) of the Contract Price.	Note: (i) Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantee shall not exceed ten percent (10%) of the Contract Price.
10	BOQ	BOQ	Excel File RE123-BOQ Stands deleted. Bidders are requested to enter their bid prices in the new excel file titled BOQ-REVISED and submit the same along with their price bid.
11	ITB Clause 11	<p>Bid Currencies:</p> <p>11.1 Prices shall be quoted in the following currencies:</p> <p>(a) Plant and equipment including type tests and mandatory spares covered under ITB Sub-Clauses 10.4 (a) & 10.4 (b) and EXW / CIF price of 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.</p> <p>(b) Local transportation, inland transit insurance and other local costs incidental to delivery of the plant and equipment including mandatory spares covered under ITB Sub-Clause 10.4 (c) and Installation services covered under ITB Sub-Clause 10.4</p> <p>(d) shall be quoted in local currency. However, foreign component, if any, of Installation Services (excluding civil, structural & allied works) covered under ITB Sub-clause 10.4 (d) may be quoted in foreign currency.</p>	<p>ITB Clause 11, Bid Currencies stands amended as below:</p> <p>11.1 Prices shall be quoted in the following currencies:</p> <p>(a) Plant and equipment including type tests and mandatory spares covered under ITB Sub-Clauses 10.4 (a) & 10.4 (b) and EXW / CIF price of 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.</p> <p>(b) Local transportation, inland transit insurance and other local costs incidental to delivery of the plant and equipment including mandatory spares 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 (excluding civil, structural & allied works) covered under ITB Sub-clause 10.4 (d) may be quoted in foreign currency.</p> <p>"Bidders to ensure that only imported supplies envisaged during O&M period is to be quoted in foreign currency (if desired). All other components of O&M other than imported supplies are to be quoted necessarily in Indian Rupees only."</p> <p>(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.</p>

		<p>"Bidders to ensure that only imported supplies envisaged during O&M period is to be quoted in foreign currency (if desired). All other components of O&M other than imported supplies are to be quoted necessarily in Indian Rupees only."</p> <p>(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.</p> <p>(d) If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than three foreign currencies.</p> <p>(e) The foreign currencies in which the bid prices are quoted shall be freely convertible.</p> <p>(f) Bidder may quote in dual currency for O&M</p>	<p>(d) If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than three foreign currencies.</p> <p>(e) The foreign currencies in which the bid prices are quoted shall be freely convertible.</p>
12	ITB Clause 39	<p>Policy for withholding and Banning of Business Dealings</p> <p>The Employer shall adopt the policy of NTPC for withholding and Banning of Business dealings as enclosed at Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be withheld or banned with the Bidder / Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings.</p>	<p>ITB Clause 39, Policy for withholding and Banning of Business Dealings stands amended as below:</p> <p>The Employer shall adopt the policy of NTPC for withholding and Banning of Business dealings as available at its website www.nvvn.co.in . Business dealings may be withheld or banned with the Bidder / Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings.</p>

13	ITB Clause 8.1.1.2	<p>(e) Attachment 7: Declaration regarding Import content (To be submitted along with Price Bid.)</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 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 "NIL" against the CIF value of import content.</p> <p>In cases where Attachment 9 (Declaration regarding Import Content) is not submitted along with bid or 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 "NIL" for the purpose 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>(e) Attachment 7: Declaration regarding Import content (To be submitted along with Price Bid.)</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-7 to the bid. Bidder may further note that the relevant certificate for claiming the 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 "NIL" against the CIF value of import content.</p> <p>In cases where Attachment 7 (Declaration regarding Import Content) is not submitted along with bid or no value is indicated by the Bidder against the CIF value of import content in Attachment-7 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 "NIL" for the purpose 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>
14	SCC Clause 6.1 (a)	<p>a) The liquidated damages for delay in project including supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>One half of the one percent (1/2%) of Ex-works price of undelivered project and/or spares, per week or part thereof of delay subject to maximum of five percent (5%)</p>	<p>a) The liquidated damages for delay in project including supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>One half of the one percent (1/2%) of Ex-works (India)/CIF (Indian port-of-entry) price of undelivered project and/or spares, per week or part thereof of delay subject to maximum of five percent (5%) of the total Contract Price [total of First, Second & Third contract]</p>

		<p>of the total Ex-works price of all spares included in the scope of work of the Contractor under the Contract.</p> <p>b) Maximum deduction for liquidated damages: The amount of liquidated damages for delay shall be subject to a maximum of 5% of the total Contract Price [total of First & Second contract] excluding Mandatory Spares prices.</p>	<p>b) Maximum deduction for liquidated damages:</p> <p>a) The amount of liquidated damages for delay shall be subject to a maximum of 5% of the total Contract Price [total of First, Second & Third contract].</p>
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Annexure I

Format of Undertaking

(To be sent by Issuing Bank through official e-mail id)

From: xxxbank@xx.in

To: xxxx@ntpc.co.in

We have issued BG No. _____ dated _____ for an amount of Rs. _____ on behalf of _____ towards Bid Security / EMD for Tender No _____ in favor of NTPC.

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. The SFMS is sent on _____ (date).

We undertake to send the original BG to _____ (*name of tendering location*) directly once postal / courier services are restored and that NTPC's claim will be binding on us without the physical copy.

We undertake not to cancel the aforementioned BG No. _____ without written consent / instruction from NTPC Ltd.

(Name of Bank Official)
Authority No.

Annexure II

REVISED APPENDIX- 2A

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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 supply of Equipment including spare parts and Erection, as per price break-up furnished by the Contractor in Schedule-1/ Schedule-2 and Schedule-4.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works (India) price of plant and equipment including Spares (but excluding Type Tests Charges) manufactured within India (covered in Schedule 2) and FOB price component for plant and equipment including Spares (but excluding Type Tests Charges) supplied from abroad (covered in Schedule 1).
 - (b) Installation Services (excluding Civil Works Price) component of the Contract Price (covered in Schedule 4).
 - (c) Civil Works Price Component (covered in Schedule-4).
 - (d) Ex-Works (India) price of Recommended Spares manufactured within India and FOB price component Recommended Spares supplied from abroad (both covered in Schedule 6).
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.
- (v) The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be well established and nationally recognized in the country of manufacture. Preferably Government indices shall be used.
- (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-Works / FOB price component of Plant and Equipment including spares (but excluding Type Tests Charges):

It is understood that the price component of the equipment for any shipment/ dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a 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 / dispatch shall be computed as under:

$$EC = EC_1 - EC_0$$

EC₁ will be computed as follows:

$$EC_1 = EC_0 \left\{ F + a \times \frac{A_1}{A_0} \times f_1 + b \times \frac{B_1}{B_0} \times f_2 + c \times \frac{C_1}{C_0} \times f_3 + \dots \right. \\ \left. + L_b \times \frac{L_1}{L_0} \times f_{Lb} \right\}$$

Where

EC = Adjustment to Ex-Works price component expressed in the currency of the Contract payable to the contractor for each shipment/dispatch

EC₁ = Adjusted amount of Ex-works price component expressed in the currency of the Contract payable to the Contractor for each shipment/ dispatch.

EC₀ = Ex-works price for the plant and equipment in the currency of the Contract, shipment/ dispatch wise.

F shall be fixed portion of the Ex-works component of the Contract Price.

a, b, c etc. shall be co-efficients of major materials/items involved in the Ex-works component of the Contract Price.

A, B, C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily be of the country of origin of goods.

'Lb' shall be co-efficient for labour component in the ex-works component of the Contract Price.

'L' shall be labour index.

$f_1, f_2, f_3 \dots f_{Lb} = f_1, f_2, f_3$ are Exchange rate correction factors for the respective materials and f_{Lb} is the exchange rate correction factor for labour with reference to the currency of the country of origin of index and the respective contract currency, such that

$$f = Z_0/Z_1$$

where Z is the no. of units of the currency of the country of the origin of 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.

For the indices, Subscript 'o' refers to indices as on 30 days prior to date set for submission of Price Bids except in case of 'Z0'. For 'Z0' subscript 'o' refers to value as on the date of submission of Price Bids

Subscript '1' refers to indices/exchange rates as of:

- (a) three months (for labour indices)/ ninety (90) days (for exchange rates) prior to the date of shipment / dispatch and
- (b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/dispatch, for material.

For the purpose of this clause the date of shipment/dispatch shall mean the Schedule date of shipment/dispatch or actual date of shipment/dispatch, whichever is earlier. The schedule date of shipment/dispatch shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

In case of shipments / dispatches which are delayed beyond the schedule date of shipment / dispatch 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 / dispatch and the actual date of shipment / dispatch. For this purpose, the schedule date of shipment/ dispatch shall be as given above.

(viii) Installation Price Component of the Contract (excluding Civil Works) :

It is understood that the price component for any erection work comprises a fixed portion and a variable portion linked with the index of labour (description and co- efficiencies as enumerated).

The monthly price adjustment amount for the installation 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 :

- (a) Indian Rupee portion of the Installation Price:

$$ER = ER_1 - ER_o$$

ER₁ will be computed as follows:

$$ER_1 = ER_o (0.15 + 0.5 \times 0.85 \frac{L_1}{L_o} + 0.5 \times 0.85 \frac{W_1}{W_o})$$

Where:

ER_o = Adjustment to Installation Price component of contract price expressed in Indian Rupees payable to the Contractor for each billing.

ER₁ = Adjusted amount of Installation Price component of Contract Price expressed in Indian Rupees payable to the Contractor for each billing.

ER₀ = Value of the Installation work done in the billing period, which shall be calculated as under :

For the purpose of computing ER₀ each installation bill (which is excluding Initial Advance and amount payable on successful completion of Performance & 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 on successful completion of Performance & Guarantee Tests]
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Installation component of the Contract Price

The payment of price adjustment amount so computed (refer Appendix-1 of Contract Agreement) shall be made against a separate invoice, linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on Completion of the Performance & Guarantee Tests. The amounts so retained shall be paid progressively on successful completion of Performance & Guarantee Tests.

L = **One of the indices for Indian field labour** Namely, All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.

W = **The other Index for Indian field labour** Namely, **Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher**

Subscript 'o' refers to indices/minimum wages as on 30 days prior to deadline set for submission of the Price bids.

Subscript '1' refers to the indices/minimum wages as applicable for the month of execution of the erection work.

In case there is a revision in the applicable minimum wages during a month, calculation of 'W1' would take into consideration the weighted average of the applicable wages (wage before revision and wage after revision) and the number of days of applicability of such wages in the month.

For the purpose of this clause, month of execution of installation work shall mean the schedule month of execution of the installation work or actual month of execution of the installation work, whichever is earlier. The schedule date for completion of a particular installation activity shall be as identified in line with provisions of Time schedule, Appendix-4 to the Contract Agreement.

In case of installation 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 installation activity. For this purpose, the schedule date for completion of a particular installation activity shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

(b) Foreign Currency portion of the Installation Price

$$EE = EE_1 - EE_0$$

EE1 will be computed as follows:

$$EE1 = EE0 (0.15 + 0.85 EF1 \times f)$$

$$EF0$$

Where

EE= Adjustment to Installation Price component of Contract Price expressed in foreign currency payable to the Contractor for each billing.

EE₁ = Adjusted amount of Installation Price component of Contract Price expressed in foreign currency payable to the Contractor for each billing.

EE₀ = Value of foreign currency portion of Installation work done in the billing period which shall be calculated as under:

For the purpose of computing EE0, each bill (which is excluding Initial Advance, amount payable on successful Completion of the Facilities and amount payable on successful Completion of the Performance & Guarantee tests) during the Installation period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below:

Installation component of the - [Initial Advance amount+ Contract Price
Installation component of the Contract
Price payable on successful completion of
Facilities + Installation component of the
Contract Price payable on successful
completion of Performance &
Guarantee Tests]

Installation component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. E, Appendix-1) shall be made against a separate invoice, linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on successful completion of the Performance & Guarantee Tests. (The amount so retained shall be paid progressively on successful completion of the Performance & Guarantee Tests).

EF = Index for Expatriate field labour component of the Installation work. Such index shall necessarily be of the country of nationality of the labour.

f = Exchange rate correction factor for expatriate labour with reference to currency of country of origin of index for expatriate labour 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 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.

For the indices, subscript 'o' refers to indices as on 30 days prior to date of submission of Price Bid except in case of 'Z₀'. For 'Z₀', subscript 'o' refers to value as on the date of submission of Price Bid.

For the indices, subscript '1' refers to the indices as applicable for the month of execution of the erection work. For the exchange rates, subscript '1' refers to the exchange rates as applicable on the last day of the month of execution of the erection work. For the purpose of this clause, month of execution of erection work shall mean the schedule month of execution of the erection work or actual month of execution of the erection work, whichever is earlier. The schedule date for completion of a particular erection activity shall be as identified in line with provisions of Time schedule, Appendix-4 to the Contract Agreement.

The above formula for foreign exchange portion of Installation Component of Contract 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 other cases, the formula shall be applied without exchange rate correction factor 'f'.

In case of erection 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. For this purpose, the schedule date for completion of a particular erection activity shall be as given above.

(ix) Price adjustment for civil works component of the Contract Price (including construction materials)

The prices quoted by the bidder shall be base price, which will be subjected to price adjustment in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirement specified in this clause.

A fixed percentage of the civil works component of the contract price shall be firm and shall not be subject to any price adjustment. The balance portion of the civil works component of the contract price shall be subject to price adjustment on account of changes in materials and labour as detailed below:

$$CV = CV1 - CVo$$

CV1 will be computed as follows :

$$CV1 = CVo \left(\frac{M1ft}{Mo} + \frac{D1Q}{Do} + \frac{S1}{So} + \frac{C1f4}{Co} + \frac{L1}{Lo} + \frac{W1}{Wo} + Lb \times \{0.5 + 0.5 \times \frac{F}{Fb}\} \right)$$

Where,

CV = Adjustment to civil works component of contract price expressed in Indian Rupees payable to the contractor for each billing period.

CV1 = Adjusted contract price i.e. value of work done after application of above price adjustment formula in the billing period.

CVo = Base contract price, subject to price adjustment, i.e. the value of the work done in the billing period as per the monthly billing schedule for which the price adjustment is to be calculated.

F = Fixed portion of the contract price which will not be subjected to any adjustment under this formula or otherwise which will be 0.20.

m = Coefficient of material (excluding cement & steel) content in the cost of civil portion of the work which will be 0.23.

d = Coefficient of High Speed Diesel Oil (P.O.L) content in the cost of civil portion of the work which will be 0.02.

s = Coefficient of Ferrous Metals content in the cost of civil portion of work which will be 0.30.

c = Coefficient of cement content in the cost of civil portion of work which will be 0.10.

Lb = Coefficient of labour (for all categories) content in the cost of civil portion of the work which will be 0.15.

M = Material Index, namely, Index No. of wholesale price under group "All Commodities" as published by office of the Economic Adviser, Government of India/RBI.

D = Index for High Speed Diesel Oil as published by Office of the Economic Advisor, GOI.

S = Index for Ferrous Metals as published by office of the Economic Adviser GOI under the group of Basic Materials, Alloys & Metal products.

L = One of the indices for Indian field labour Namely, All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.

W = *The other Index for Indian field labour Namely, Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher*

C = Index for Cement as published by office of the Economic Adviser for subgroup Cement & Lime under the group of non-metallic mineral products.

$\frac{f_1, f_2}{f_3, f_4}$
 $\frac{f_{lb}}{f_{lb}}$ = f1, f2, f3, f4 are exchange rate correction factors for respective materials and f_{lb} 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 STATEBANK OF INDIA.

Subscript 'o' refers to indices as on 7 days prior to deadline set for submission of Price Bid except in case of 'Zo'. For Zo' subscript 'o' refers to value as on the date of submission of Price Bid.

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 civil work shall mean the schedule 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.

For the purpose of computing CVo, each Civil Works bill (which is excluding initial Advance and amount payable on completion of Performance and 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 contract price	{Initial Advance + Civil Works Component theof the contract price payable after successful completion of Performance and Guarantee Test}
---	--

Civil Works Component of the Contract Price

The payment of price adjustment amount so computed (refer Appendix-1 of contract Agreement) shall be made against a separate invoice, linking the corresponding invoice for Installation payment after retaining the pro-rata amount due on successful completion of the Performance & Guarantee Tests. The amount so retained shall be paid progressively on successful completion of the Performance & Guarantee Tests.

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 Civil Works activity. For his purpose, the schedule date of completion of a particular Civil Works activity shall be as given above.

The bidder shall indicate below the base date of indices for labour, material, high speed diesel, cement and steel in its bid.

(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:

$$ESW1 = ESWo \{ F_s + a \times \frac{A1}{Ao} + b \times \frac{B1}{Bo} + c \times \frac{C1}{Co} + d \times \frac{D1}{Do} + e \times \frac{L1}{Lo} + f \times \frac{Lb}{Lb} \}$$

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}
---	---

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, f4, f_{lb} = f1, f2, f3 and f4 are Exchange rate correction factors for the respective materials and f_{lb} 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

$$Z_0$$

$$f = \frac{Z_0}{Z_1}$$

$$Z_1$$

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 deadline set for submission of Price bids except in case of 'Z0'. For 'Z0' subscript 'O' refers to value as on the deadline of submission of Price 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 or actual month of execution of 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.

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 structural work activity. For this purpose, the schedule date for completion of a particular structural work 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 and Equipment, Mandatory spares and Recommended spares.
 - (2) Inland Transportation charges (including Inland Transit Insurance, port clearance, port handling & port charges) for plant & equipment and Spare Parts.
 - (3) Type Test Charges

(4) Training Charges (if Any)

(5) Supervision Charges (if Any)

(xii) The value of co-efficients and the source of applicable Indices and their base values for the purpose of computing price adjustment under the Contract shall be as under:

A. Ex-works/FOB Price component of the Equipment including Spares (but excluding TypeTest charges) *

Sl. No	Item Co-	Value of efficient	Name of Published index and its origin	Value of Indices as on 30 days prior to date set for Submission of Price Bid
<hr/>				
	Material			
1.	*	a=		
2.	*	b=		
3.	*	c=		
	Labour	I=		
	Fixed Complement	F = 0.15		

* To be specified by the bidder.

- i) Sum of all material coefficients a+b+c indicated above shall be between 0.60 to 0.65.
- ii) The labour coefficient "I" shall be between 0.20 to 0.25.
- iii) Sum of all material coefficients and labour coefficients shall be 0.85.
- iv) Sum of F, a,b,c & I should be equal to 1.0.

Use separate sheets for FOB/EX-works Price components

B. Installation Price Component *

Name of Currency** :

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices as on 30 days prior to deadline set for Submission of Price Bid.
1.	Fixed Portion	F = 0.15		
2.	Expatriate Labour (EF) :	0.85		
	Indian Field Labour (F) :	0.85		

The indices used for Indian Field Labour are (i) All India Consumer Price Index for Industrial Workers (All India Monthly Average) published by Labour Bureau, Simla, Government of India and (ii) Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher.

(i) The value of the All India Consumer Price Index for Industrial Workers (All India Monthly Average) published by Labour Bureau, as on 30 days prior to the date set for opening of price bids is.....

(ii) The value of the Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher, as on 30 days prior to the date set for opening of price bids is.....

C. Civil Works Price Component*

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on seven (7) days prior to deadline for submission of Price Bid
1.	Cement	c = 0.10	Index for "Pozzolana Cement" under sub-group of "Manufacture of cement, lime and plaster" under Group "Manufacture of other Non-Metallic Mineral Products" as published by of Commerce and Industry, GOI.	
2.	Steel	s = 0.30	Index for "MS Wire Rods under sub-group of "Mild Steel-Long Products" under Group of "Manufacture of Basic Metals" as published by Ministry of Commerce and Industry, GOI.	
3.	All Commodities	m = 0.23	Index for "All Commodities as published by Ministry of Commerce and Industry, GOI.	
4.	High Speed Diesel	d = 0.02	Price of high-speed diesel oil per litre at the Indian Oil Corpn. outlet nearest to project (selling price inclusive of taxes & duties, if any)	

5. Labour Lb = 0.15
- (i) $0.5 \times Lb = 0.5 \times 0.25$
(ii) $0.5 \times Lb = 0.5 \times 0.25$
- Arithmetical average of Minimum Wages for Unskilled Skilled, Semi- skilled and skilled workers notified by Central Government for the classified Area in which the project site is located or notified by the State Government

6. Fixed Component F = 0.20

D Structural Works Price Component*

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on seven (7) days prior to deadline set for submission of Price Bid
Material:				
1.	Steel	a= 0.50		
2.	Welding Rod	b = 0.05		
3.	Oxygen	c = 0.05		
4.	Other Organic Chemicals	d = 0.05		
	Labour :	Lb = 0 . 1 5		
	Fixed Component :	F.= 0.20		

* The above information shall be filled in at the time of Contract Agreement signing based on price adjustment data offered by the successful bidder in respective Attachment to Bid Form of Price Bid.

** Sheets of like size and format shall be annexed in case no. of currencies are more.

Note: There shall be **NO CEILING ON PRICE ADJUSTMENT** Provisions in this Revised Appendix-2A.

ANNEXURE III

REVISED TECHNO-COMMERCIAL BID FORM

Ref No.:

Date:

**Name of Package : ANDAMAN AND NICOBAR GAS POWER PROJECT (50 MW) BIDDING
DOCUMENT NO. NVVN / C&M / RE-123 / 2021-22**

To

NTPC VIDYUT VYAPAR NIGAM LIMITED
2nd Floor, Core 5, Scope Complex,
Institutional Area, Lodi Road,
New Delhi – 110003, India

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. NVVN/C&M/RE-123/2021-22, including its subsequent amendments and clarifications, if any, 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 and hereby furnish our Techno-Commercial Bid.

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 as per Attachment 01 has been furnished in a separate sealed envelope.

Attachment 1A: Cost of Bidding document in the form of Demand Draft/ Banker's Cheque for a sum of -----(amount in words and figures) has been furnished in a separate sealed envelope.

Attachment 1B: No deviation certificate is enclosed in separate sealed envelope.

(b) Attachment 2: 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 Techno-Commercial 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 8.1.4 (a) 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.

@ Letter of Undertaking to ensure successful performance of Gas Engines/ Contract for Andaman & Nicobar Gas Power Project Package has been submitted as per your format in Attachment-3I.

- (d) Attachment 4:** Eligibility and Conformity of the Facilities

Attachment 4A: 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.

- (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-contractor(s)/ sub-vendor(s) for each item.

- (f) Attachment 6: Local Representation** we have engaged an Indian agent, The name and address of the local agent; & What Service the agent renders has been provided by us in the attached format.

- (g) Attachment 7:** Declaration regarding Import content has been furnished along with the price bid

Attachment 7A: Customs Duty Benefits for import of Construction Equipment has been furnished along with the price bid

- (h) Attachment 8:** The declaration on the Guaranteed Values of parameters, as per format enclosed in the bidding documents.

Attachment 8A: Declaration on the Guaranteed Values of parameters **(Has been furnished along with Price Bid).**

- (i) Attachment 9:** List of Construction and Erection Tools & Equipments and Safety Equipments & Safety Personal Protective Equipments which we propose to bring to site in case the Contract is awarded to us.

Attachment 9A: List of Commissioning/Start-up spares.

- (j) Attachment 10:** Technical Data Sheets duly filled in as per the Employer's format is enclosed with the bid.

- (k) Attachment 11:** Details of bought out items to be directly dispatched by sub vendor to site is also provided as per the format. **(Shall be furnished along with Price Bid)**

- (l) Attachment 12:** Details regarding the overall quality management & procedures which the bidder proposes to follow during various phases of execution of the contract has been provided with the bid document.

- (m) Attachment 13:** Additional Information which the bidder wishes to provide in his bid, without any price component.

- (n) **Attachment 14:** Milestone schedule showing the timing and sequence of all key activities necessary for successful completion of the facilities and giving the important milestone for each activity.
- (o) **Attachment 15:** Price Adjustment data.
- (p) **Attachment 16:** Details of Equipment (including type tests) and Mandatory Spares to be imported from Associate / Collaborator by the manufacturers or the bidder, as per Employer's format enclosed, without any price component is submitted with the techno commercial bid.

Attachment 16A: Details of Equipment (including type tests) and Mandatory Spares to be imported from Associate / Collaborator by the manufacturers or the bidder along with its CIF value, as per Employer's format enclosed.
- (q) **Attachment 17:** Authorization Form for release of payments through Electronic Fund Transfer system duly filled in as per your format enclosed in the Bidding Documents.
- (r) **Attachment 18:** Form of Acceptance of Fraud Prevention Policy regarding abiding by Fraud Prevention Policy of NVVN displayed on website <http://www.ntpctender.com> duly filled in as per your format enclosed in the bidding documents.
- (s) **Attachment 19:** Integrity Pact, duly signed & stamped, has been furnished in physical form in a separate sealed envelope.
- (t) **Attachment 20:** Declaration regarding Local Content as per your format for purpose of purchase preference.
- (u) **Attachment 21:** Declaration on Policy for Withholding and Banning of Business Dealings duly filled in as per your Format.
- (v) **Attachment 22:** Information regarding Safety Management
- (w) **Attachment-23:** Declaration regarding Restrictions on procurement from a Bidder of a country which shares a land border with India is attached with Techno-commercial Bid
- (x) **Attachment 24:** Checklist of documents to be submitted for Techno- Commercial Bid.

3.0 CONSTRUCTION OF THE CONTRACT

- 3.1 We declare that we have studied ITB Clause 30.4 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 type test charges and mandatory spares to be supplied from abroad. and 'Second Contract' For Ex-works (India) supply of plant and equipment including type test charges and 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 to all the equipments supplied under the 'First Contract' & the 'Second Contract'.

We declare that the award of three separate Contracts will not in any way dilute our responsibility. First, Second and third Contracts will contain 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.

We hereby propose M/s. as our Assignee for the purpose of executing the * Second Contract / * Third Contract / * both Second and Third Contract (***Bidders to specify 'NOT APPLICABLE', in case it is not relevant**) 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 cross-fall breach clause as per GCC clause 3.**

Consent Letter of the proposed assignee and the detailed scope of work to be undertaken by him are enclosed at Annexure-I to this Bid Form.

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 on the same terms and conditions and cost as offered in our bid. However, if alternative 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 alternative assignee as its Contractor, then we undertake 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 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.

(@ Indian Bidders to specify 'NOT APPLICABLE')

4.0 COMPLIANCE TO THE IMPORTANT CONDITIONS OF THE BIDDING DOCUMENTS

We have read the provisions of following Clauses and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to these provisions of the Bidding Documents anywhere in our 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) Taxes & Duties (Clause 14 of GCC, Section-IV).
- f) Completion Time Guarantee (Clause 22.1(e) of ITB, Section-II and Clause 26 of GCC, Section-IV).
- g) Defect Liability (Clause 27 of GCC, Section-IV).
- h) Functional Guarantees (Clause 28 of GCC, Section-IV).
- i) Patent Indemnity (Clause 29 of GCC, Section-IV)
- j) Limitation of Liability (Clause 30 of GCC, Section-IV).
- k) Price Basis (Clause 10.7 of ITB, Section-II and Appendix-2 to Form of Contract Agreement, Section VII)

We hereby confirm that our bid is in compliance to above provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata. If any deviation to the above Critical Provisions found anywhere in the Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NVVN, failing which the bid shall be rejected.

We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to.

Further, we have furnished Attachment 18 and we are in compliance to the "Fraud Prevention Policy" of NVVN.

We Confirm that the bid submitted comply with "Qualifying Requirements" of NVVN.

We hereby confirm that the number of reference Plants quoted by us in relevant Attachment [i.e Attachment - 3A] of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are not more than specified number of Plants (as per enclosed format in the bidding document). We also confirm that the reference Plants declared more than specified No. at BDS Item No. 4.0 shall not be considered for evaluation / establishing compliance to Qualifying Requirement (QR).

We further confirm that no change or substitution in respect of reference Plants, as specified in our bid, by new/additional plant for meeting the specified Qualifying Requirement (QR) shall be offered by us.

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-___ to Bid Form and the price of these equipment and mandatory spares have been included in the total price quoted by us.

- 5.0 We agree to abide by this Techno-Commercial Bid for a period of 180 days from the date of opening of Techno-Commercial Bid as stipulated in Bidding Documents, unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the price of recommended spares contained in our Price bid shall remain valid for a period of 6 months after placement of Notification of Award.
- 6.0 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 Test within the time specified in the Bidding Documents.
- 7.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Security, in the forms and amounts and within the time specified in the Bidding Documents.
- 8.0 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.
- 9.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 10.0 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 _____ 2022.

Thanking you, we remain,

Yours faithfully,

Date:

(Designation).....

Place:

(Printed Name).....

Business Address:

Fax No. :

Phone No. :

Note: 1. Attachment 2 (Power of Attorney)-Bidders may note that no prescribed proforma has been enclosed for Attachment-2 (Power of Attorney). Bidders may use their own proforma for furnishing the required information with the Bid.