

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION – VII

(BOOK 1 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION – VII (BOOK 1 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

(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	
1a.	<u>Section-VII (Part 1 of 3)</u> Bid Form (Techno-Commercial Bid) & Attachments	
1b.	<u>Section-VII (Part 2 of 3)</u> Bid Form (Price Bid) & Attachments along with Price Schedules	
	<u>Section-VII (Part 3 of 3)</u>	
2.	Bid Security Form - Bank Guarantee	
2(a)	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture	-(NOT APPLICABLE)
2(b)	Bid Security Form - Letter of Credit	
3(a)	Form of Notification by the Employer to the Bidder	
3(b)	Form of Sight Draft	
4.	Forms 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	-(NOT APPLICABLE)
7(i)	Bank Guarantee Form for Advance Payment (for Supply CIF/Ex-Works)	
7(ii)	Bank Guarantee Form for Advance Payment (for Installation Services)	
7(iii)	Bank Guarantee Form for Advance Payment in case of Contract awarded to Joint Venture	-(NOT APPLICABLE)
8.	Form of Completion Certificate	
9.	Form of Operational Acceptance Certificate	
10.	Form of Trust Receipt	
11.	Forms of Indemnity Bond (2 Nos.)	
12.	Form of Authorisation Letter	
13.	Form 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 Lists | |
| 17. | Form of Extension of Bank Guarantee | |
| 18. | Form of Indemnity Bond for Removal/Disposal of Surplus Material | |
| 19. | Form of security against O&M charges/period | |

(BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID)

- **BIDDERS ARE REQUIRED TO FURNISH REQUISITE DETAILS IN THE FORMATS SPECIFIED IN THE BIDDING DOCUMENTS FOR MEETING THE STIPULATED QUALIFYING REQUIREMENTS (QR) ALONG WITH ALL SUPPORTING DOCUMENTS LIKE COPIES OF CLIENT'S CERTIFICATES, WORK ORDER AND CONTRACT AGREEMENTS ETC. IF ANY OF THE REFERENCE WORKS FURNISHED BY BIDDER PERTAINS TO THE CONTRACT (S)/WORKS EXECUTED BY BIDDER FOR NTPC IN THE PAST THEN IN RESPECT OF SUCH CONTRACT (S)/WORKS, BIDDER IS NOT REQUIRED TO ENCLOSE CLIENT'S CERTIFICATE(S) ALONG WITH ITS BID**
- **IN CASE OF EXTENSION OF TECHNO-COMMERCIAL BID OPENING DATE, BIDDER TO FURNISH AUDITED ANNUAL REPORTS ALONG WITH ITS BID AS PER EXTENDED DATE OF TECHNO-COMMERCIAL BID OPENING TO MEET THE STIPULATED FINANCIAL QR CRITERIA.**
- **POWER OF ATTORNEY DULY NOTARIZED BY A NOTARY PUBLIC INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN THE BID AND THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY BACKED BY A COPY OF BOARD RESOLUTION/OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY. TO BE FURNISHED ALONG WITH THE BID.**
- **POWER OF ATTORNEY TO THE AUTHORISED SIGNATORY OF THE BIDDER FOR SIGNING OF BID AND JDU/JV AGREEMENT ETC., WHEREVER APPLICABLE, TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID.**
- **BIDDER TO ENSURE THAT BID SECURITY/INTEGRITY PACT/JDU/JV AGREEMENT (if applicable) TO BE SUBMITTED IN ORIGINAL STRICTLY AS PER SPECIFIED FORMATS DULY SIGNED IN ORIGINAL BY AUTHORIZED SIGNATORY AND STAMPED ON EACH PAGE. SCANNED /PHOTOCOPY OF THESE DOCUMENTS WITHOUT SIGNATURE IN ORIGINAL SHALL NOT BE ACCEPTABLE.**
- **DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS LIKE BID SECURITY, JOINT DEED OF UNDERTAKING ETC. SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS.**

**1A. BID FORM AND ATTACHMENTS
(TECHNO-COMMERCIAL BID)**

TECHNO-COMMERCIAL BID FORM

Ref No.:

Date:

IFB No. : 40088007

**Name of Package : EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)
FOR KAWAS GAS POWER STATION; BIDDING DOCUMENT NO. CS-
2600-001-9**

To
NTPC Limited,
Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar,
State of U.P., India

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. CS-2600-001-9, 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 in the form of _____ (Please fill in the alternative chosen) for a sum of _____ (Amount in words & figures) valid for a period of 225 days from the date set for opening of techno-commercial 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 8.1.2 (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.
- (d) **Attachment 4:** 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:** The variations & deviations from the requirements of the General Conditions of Contract, Bid Data Sheets and other commercial conditions, Technical Specifications and Drawings in your format enclosed with the Bidding documents.
- (g) **Attachment 7:** The details of Alternative Bid made by us indicating the complete Technical Specifications
- (h) **Attachment 8:** The declaration on the Guaranteed Values of parameters, as per format enclosed in the bidding documents.
- (i) **Attachment 8:** 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.
- (j) **Attachment 9A :** List of Commissioning/Start-up spares.
- (k) **Attachment 10:** Technical Data Requirement as per your format given in Section–VI of Bidding Document entitled “Technical Data Sheets”.
- (l) **Attachment 11:** Quality Assurance Programme containing the overall quality management & procedures which we propose to follow during various phases of execution of the Contract.
- (m) **Attachment 12:** Additional Information provided by us.
- (n) **Attachment 13:** 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 14:** Authorization Form for release of payments through Electronic Fund Transfer system duly filled in as per your format enclosed in the Bidding Documents.
- (p) **Attachment 15:** Integrity Pact, duly signed & stamped, has been furnished in physical form in a separate sealed envelope
- (q) **Attachment 16:** Checklist of documents to be submitted for Techno-Commercial Bid.

3.0 CONSTRUCTION OF THE CONTRACT

- 3.1 We 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 two separate Contracts viz. 'First Contract' for Ex-works (India) supply of domestically manufactured plant and equipment

including mandatory spares and 'Second Contract' for providing all the services i.e. 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 all other services as specified in the Contract Documents. We declare that the award of two separate Contracts will not in any way dilute our responsibility for successful operation of Plant and Equipment and fulfilment of all the obligations as per Bidding Documents and that all the two Contracts will have cross-fall breach clause i.e. a breach in one contract will automatically be construed as breach of the other Contract which will confer on you the right to terminate the other Contracts also at our risk and cost.

4.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

4.1 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) Performance Security for Deed of Joint Undertaking (Clause 13.4 of GCC, Section-IV)
- f) Taxes & Duties (Clause 14 of GCC, Section-IV).
- g) Completion Time Guarantee (Clause 22.1(e) of ITB, Section-II and 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 Basis (Clause 10.7 of ITB, Section-II and Appendix-2 to Form of Contract Agreement, Section VII)

We have furnished our compliance to above provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by accepting the following attribute in Main Screen of Bid Invitation:

" DO YOU ACCEPT ALL IMPORTANT CONDITIONS (NO DEV CL)?"

Acceptance of above attribute shall be considered as our confirmation that any deviation to the above Critical Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NTPC, failing which the bid security may be forfeited.

- 4.2 We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to.
- 4.3 Further, we have furnished our Compliance to the "Fraud Prevention Policy" of NTPC by accepting the following attribute in General Data of Process/Display Bid screen at NTPC e-tender site:

"ACCEPTANCE OF FRAUD PREVENTION POLICY OF NTPC"

- 4.4 We have furnished our compliance on "Qualifying Requirements" of NTPC by accepting the following attribute in Main Screen of Bid Invitation:

" DO YOU CERTIFY FULL COMPLIANCE ON QUALIFYING REQUIREMENTS? "

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 i.e. 3 (as per enclosed format in the bidding document). We also confirm that the reference Plants declared more than 3 nos 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.

- 4.5 We have furnished our Compliance to the "Policy for Withholding and Banning of Business Dealings" by accepting the following attribute in General Data of process/ Display Bid screen at NTPC e-tender site:

"DO YOU ACCEPT WITHHOLDING & BANNING OF BUSINESS DEALING POLICY?"

- 5.0 We agree to abide by this bid (Techno-Commercial) 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 Securities, Security against DJU (if applicable) in the form and amounts and within the times 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 20

Thanking you, we remain,

Yours faithfully,

Date : (Designation)

Place : (Printed Name).....

Business Address :

Email :

Fax No. :

Phone No. :

Note : 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.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

BID SECURITY

**Bidder to furnish Bid Security in Line with
ITB Clause 12.0 and as per format given
at Sl. No. 2 of Section VII (Forms & Procedures) (Part 3 of 3)**

(IN A SEPARATE SEALED ENVELOPE)

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

POWER OF ATTORNEY

**Bidder to Attach the Power of Attorney in Accordance
with Clause 2.0 (b) of Bid Form (Techno-Commercial)**

(IN A SEPARATE SEALED ENVELOPE)

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Qualification Data)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

We seek qualification under Clause 8.1.2(a) 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/ their Collaborator (if applicable). Bidder to use the relevant Attachment as applicable. |
| 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(s) of Joint Undertaking (if applicable) |
| 10. | Attachment 3J | : | Brief write up regarding Project Management |
| 11. | Attachment 3K | : | Details pertaining to Provenness Criteria |

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

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 3K.

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION

BIDDING DOCUMENT NO. CS-2600-001-9

(Qualification Data to be filled in by bidders who are
seeking qualification as per item No. 3.1.1.0 of Bid Data Sheets)

Bidder's Name & Address :

To,
Contracts & Materials
NTPC Limited
Noida

- 1.0 We, M/s. {**Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)**}, are seeking Qualification as per clause 3.1.1.0) [As **Qualified Waste to Energy Plant Equipment Manufacturer** as per clause 3.1.1.0, Item No. 3.0 of BDS.
- 2.0 We confirm that we meet the qualifying requirements specified in Item No. 3.1.1.0 of Bid Data Sheets, Section-III of Bidding Documents. In this regard, we declare that we have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, at different locations anywhere in the world. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM		
2.	Name and Designation of the responsible person in QWEPM		
3.	Name of the reference stations and its location		
4.	Name of the client/owner with full address, phone, fax & e-mail		
5.	Rated waste incineration capacity of reference plant (Tonnes per day per stream)		

S.No.	Description	STN1	Details	STN 2
(1)	(2)	(3)		(4)
6.	Whether Bidder's scope of work for plant included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Supply	*Yes/*No		*Yes/*No
	(iv) *Erection/ *Supervised Erection	*Yes/*No		*Yes/*No
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No		*Yes/*No
7.	Date of commissioning of Waste to Energy Plants			
	(a) date from which the system is in successful operation condition			
	(b) Duration of successful operation prior to the date of techno-commercial bid opening			
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No		*Yes/*No
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No		*Yes/*No
10.	Whether bidder's scope in WTE plant included Grate Combustion System	*Yes/*No		*Yes/*No
	Mention type as well			
11.	Whether Bidder's scope of work for system at sl. No. 10 included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No		*Yes/*No
12.	Whether bidder's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG)	*Yes/*No		*Yes/*No
	Mention type as well			
13.	Whether Bidder's scope of work for system at sl. No. 12 included			
	(i) Design	*Yes/*No		*Yes/*No
	(ii) Engineering	*Yes/*No		*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No		*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
14.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Waste to Energy plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document	
	(b) Scope of work	Letter of Award or Contract or P.O. or Contract Agreement	
	(c) Performance details	Certificate/letter/E-Mail from End user	

3.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)
Place : (Printed Name)

- Note : 1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).**
- Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
 - Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
 - Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
 - Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
 - Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
 - Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

***Strike out whichever is not applicable.**

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

**(Qualification Data to be filled in by bidders who are
seeking qualification as per item No. 3.1.2.0 of Bid Data Sheets)**

Bidder's Name & Address :

To,
Contracts & Materials
NTPC Limited
Noida

- 1.0 We (Bidder), an Indian Company registered in India under the Companies Act of India, confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.2.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents. Certification of incorporation for bidder is enclosed at Annexure____.
- 2.0 We confirm the we have executed at least one Engineering, Procurement, Construction (EPC) Contract OR Renovation & Modernisation (R&M) Contract of value not less than ₹ 100 Crores consisting of at least Steam Generator and Steam Turbine Generator Set in a thermal power plant which is in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.

Details of the above are given below:

S. No.	Description	Plant No. 1
1.	Name of client with full Address, Fax No., Telephone No. and e-mail address to whom Coal fired steam generator has been supplied	
2.	Name of Power Plant (Location and Address)	
3.	Name of Package / Contract along with Order/LOA No. & Date	
4.	Contract value	
5.	Nature of work	EPC / R&M
6.	Whether thermal power plant	*Yes/No
6a	Steam Generator included	*Yes/No
6b	Steam Turbine Generator included	*Yes/No
7a.	Scope of work included in the bidder's order	
(a)	Engineering	*Yes/No
(b)	Procurement	*Yes/No
(c)	Construction	*Yes/No
(d)	Renovation & Modernisation	*Yes/No

S. No.	Description	Plant No. 1
7b.	Actual date of commissioning	
7c.	No. of years in successful operation prior to the date of Techno-Commercial bid opening	
8.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements:	
a)	Letter of Award/ Contract Agreement/Order	*Yes/No
b)	End-user Certificate	*Yes/No
c)	Certificate from Owner of plant/ intermediary organization	*Yes/No

3.0 **We confirm that we have associated/ collaborated with M/s..... {Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)} for design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete waste to energy plant being offered to NTPC.**

4.0 We confirm that our associate M/s..... {Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)} have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, at different locations anywhere in the world. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	STN1	Details	STN 2
(1)	(2)	(3)		(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM			
2.	Name and Designation of the responsible person in QWEPM			
3.	Name of the reference stations and its location			

S.No.	Description	STN1	Details	STN 2
(1)	(2)	(3)	(4)	
4.	Name of the client/owner with full address, phone, fax & e-mail			
5.	Rated waste incineration capacity (Tonnes per day per stream)			
6.	Whether QWEPM's scope of work for plant included			
	(i) Design	*Yes/*No	*Yes/*No	
	(ii) Engineering	*Yes/*No	*Yes/*No	
	(iii) Supply	*Yes/*No	*Yes/*No	
	(iv) *Erection/ *Supervised Erection	*Yes/*No	*Yes/*No	
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No	*Yes/*No	
7.	Date of commissioning of Waste to Energy Plants			
	(a) date from which the system is in successful operation condition			
	(b) Duration of successful operation prior to the date of techno- commercial bid opening			
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No	*Yes/*No	
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No	*Yes/*No	
10.	Whether QWEPM's scope in WTE plant included Grate Combustion System	*Yes/*No	*Yes/*No	
	Mention type as well			
11.	Whether QWEPM 's scope of work for system at sl. No. 10 included			
	(i) Design	*Yes/*No	*Yes/*No	
	(ii) Engineering	*Yes/*No	*Yes/*No	
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No	

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
12.	Whether QWEPM's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG) Mention type as well	*Yes/*No	*Yes/*No
13.	Whether QWEPM 's scope of work for system at sl. No. 12 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No
14.	Following documents to be enclosed in support of meeting the QR as per the following categories defined above		
	(a) Waste to Energy plant details	Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document	
	(b) Scope of work	Letter of Award or Contract or P.O. or Contract Agreement	
	(c) Performance details	Certificate/letter/E-Mail from End user	

5.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)

Place : (Printed Name)

- Note : 1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).**
- 2 Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
 - 3 Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff.
 - 4 Wherever the term "**Flue Gas Treatment System**", is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
 - 5 Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
 - 6 Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
 - 7 Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

*Strike out whichever is not applicable.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) PROJECT
AT
KAWAS GAS POWER STATION**

**BIDDING DOCUMENT NO. CS-2600-001-9
(For Qualification as per BDS Item No. 3.1.3.0)**

Bidder's Name & Address:

To,
Contracts & Materials
NTPC Limited
Noida

- 1.0 We (Bidder), a registered Joint Venture (JV) Company incorporated in India under the Companies Act of India, confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.3.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents.
- 2.0 We confirm that the Joint Venture (JV) Company as on the date of Techno-Commercial Bid opening, is promoted by *M/s (QWEPM), and created for purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants.

We confirm that QWEPM have minimum 26% equity participation and shall continue to maintain equity participation of minimum 26% in the JV Company for a lock-in period of 5 years from the date of incorporation of JV Company or upto the end of defect liability period of the contract whichever is later.

Further, M/s. (majority stakeholder), one of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company for a lock-in-period of 5 years from the date of incorporation of JV company or upto the end of defect liability period of Contract whichever is later.

In support of above, we furnish the details:

S. No.	Description	Details
(1)	(2)	(3)
1.	Date of Incorporation of JV Company	
2.	Equity participation of QWEPM in the JV Company (in % of the total equity)	
3.	Lock-in period for above equity participation (QWEPM to furnish documentary evidence supported by Board Resolution)	
4.	Equity participation of the Majority Stake Holder having Equity more than 51% in JV Company(in % of the total equity)	
5.	Lock-in period for above equity participation (Majority Stake Holder to furnish documentary evidence supported by Board Resolution)	

S. No.	Description	Details
(1)	(2)	(3)
6.	Since JV Company is incorporated as a public limited company, certificate for commencement of Business in India, available as on the date of techno-commercial bid opening, is attached at Annexure of this Attachment	
7.	Copy of Certificate of Incorporation and Memorandum of Association of JV company is enclosed at Annexure of this Attachment	

OR

1.0*

We (Bidder), (*Indian Subsidiary Company of a QWEP M/s.....), confirm that we meet the qualifying requirements specified under BDS Item No. 3.1.2.1 of Qualifying Requirements stipulated in Bid Data Sheet, Section-III, of Bidding Documents and are registered in India under Companies Act of India, as on the date of Techno-Commercial Bid opening, for the purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants.

2

We confirm that QWEP M have minimum 51% equity participation and shall continue to maintain equity participation of minimum 51% in the Subsidiary Company for a lock-in period of 5 years from the date of incorporation of Subsidiary Company or upto the end of defect liability period of the contract whichever is later.

In support of above, we furnish the details:

S. No.	Description	Details
(1)	(2)	(3)
1.	Date of Incorporation of Indian Subsidiary Company .	
2.	Equity participation of QWEP M in the Indian Subsidiary Company (in % of the total equity)	
3.	Lock-in period for above equity participation (QWEP M to furnish documentary evidence supported by Board Resolution)	
4.	Since Subsidiary Company is incorporated as a public limited company, certificate for commencement of Business in India, available as on the date of techno-commercial bid opening, is attached at Annexure of this Attachment	
5.	Copy of Certificate of Incorporation and Memorandum of Association of Subsidiary company is enclosed at Annexure of this Attachment	

3.0 We confirm that we have associated/ collaborated with M/s.....{Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM)} for design, engineering, erection/erection supervision, and commissioning /commissioning supervision of complete waste to energy plant being offered to NTPC. Further, we have collaboration or valid licensing agreement for design, engineering, manufacturing of Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both, being offered to NTPC, of type mentioned in table below at 4.0 above.

4.0 We confirm that our associate M/s..... (QWEPM) have designed, engineered, supplied, erected / supervised erection, commissioned / supervised commissioning of at least two (02) numbers of waste to energy plants employing Grate Combustion System and **Flue Gas Treatment System**, having rated **waste** incineration capacity of at least 300 metric tonnes per day **per stream** or higher, at different locations anywhere in the world. Further, both the two (2) reference Waste to Energy Plants have been in successful operation for a period of not less than two (2) year prior to the date of techno-commercial bid opening, the details of which are given below.

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
1.	Name, address, e-mail, Tel. No. and Fax No. of the QWEPM		
2.	Name and Designation of the responsible person in QWEPM		
3.	Name of the reference stations and its location		
4.	Name of the client/owner with full address, phone, fax & e-mail		
5.	Rated waste incineration capacity (Tonnes per day per stream)		
6.	Whether QWEPM's scope of work for plant includes		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Supply	*Yes/*No	*Yes/*No
	(iv) *Erection/ *Supervised Erection	*Yes/*No	*Yes/*No
	(v) *Commissioning/ *Supervised Commissioning	*Yes/*No	*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)
7.	Date of commissioning of Waste to Energy Plants		
	(a) date from which the system is in successful operation condition		
	(b) Duration of successful operation prior to the date of techno-commercial bid opening		
8.	Whether WTE Plant employed waste Grate Combustion system	*Yes/*No	*Yes/*No
9.	Whether WTE Plant employed Flue gas Treatment system	*Yes/*No	*Yes/*No
10.	Whether QWEPM's scope in WTE plant included Grate Combustion System	*Yes/*No	*Yes/*No
	Mention type as well		
11.	Whether QWEPM 's scope of work for system at sl. No. 10 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No
12.	Whether QWEPM's scope in WTE plant included Waste Heat Recovery Steam Generator (WHRSG)	*Yes/*No	*Yes/*No
	Mention type as well		
13.	Whether QWEPM 's scope of work for system at sl. No. 12 included		
	(i) Design	*Yes/*No	*Yes/*No
	(ii) Engineering	*Yes/*No	*Yes/*No
	(iii) Manufactured/ got manufactured	*Yes/*No	*Yes/*No

S.No.	Description	Details	
		STN1	STN 2
(1)	(2)	(3)	(4)

14. Following documents to be enclosed in support of meeting the QR as per the following categories defined above

- | | | |
|-----|-------------------------------|---|
| (a) | Waste to Energy plant details | Any Technical Extract/paper letter/ E-mail from user or contract document or scheme or any other document |
| (b) | Scope of work | Letter of Award or Contract or P.O. or Contract Agreement |
| (c) | Performance details | Certificate/letter/E-Mail from End user |

5.0 We further confirm that Type of Grate Combustion System or WHRSG or both, being offered for Kawas tender, is same as mentioned above at s. no. 10 and/or 12 above.

Date : (Designation)

Place : (Printed Name)

- Note : 1. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) set of reference plants, as per provisions of Clause no. 4.0 of Section- III (BDS).**
- 2 Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
 - 3 Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
 - 4 Wherever the term "**Flue Gas Treatment System**", is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
 - 5 Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
 - 6 Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
 - 7 Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.

*Strike out whichever is not applicable.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**DECLARATION REGARDING CAPACITY & CAPABILITY OF
ASSOCIATE/ COLLABORATOR
(To be submitted by Bidder along with the Bid)**

Ref. :

Date :

To

NTPC Limited
Contracts & Material
6th Floor, Engg. Office Complex, Plot A-8A,
Sector-24, Noida-201301

Dear Sirs,

1.0 We M/s (Name of the Bidder) has submitted our Bid along with M/s
..... our Associate / Collaborator for
..... (Name of the package) as per the
provisions of the Bidding Documents.

2.0 We hereby confirm that we have carried out a comprehensive assessment of the capacity
and capability of M/s..... (Name of
Associate/Collaborator), our Associate/Collaborator for (Name
of the Package) and confirm that they have sufficient capacity and capability to execute the
scope of work as per the provisions of the Bidding Documents/Contract.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company).....

(Seal of Company).....

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**(Details pertaining to Financial Qualification of the bidder
as per Item No. 3.2.1.0 of the Bid Data Sheet)**

Bidder's Name and Address :

To
Contracts & Materials
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

To satisfy the requirements specified in Item No. 3.2.1.1 of Bid Data Sheet, Section-III, We give below the following details:

In terms of Item No. 3.2.1.1 of Bid data Sheets, Section-III, we confirm that our average annual turnover during the preceding three financial years as on date of Techno-Commercial Bid Opening is not less than **INR 910 Million (Indian Rupees Nine hundred and Ten Million only)**. In support of above, we are enclosing Audited Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Sl. No.	Financial Year	Amount in Bidder's Currency	Amount in Rs.	Exchange Rate as on seven seven (7) days prior to the date of Techno-Commercial bid opening
1.	2018 - 2019			
2.	2017 - 2018			
3.	2016– 2017			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.			
5.	We have enclosed Balance Sheets and Profit & Loss Account duly certified by Chartered Accountant			Yes*/No*

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Details pertaining to Financial Qualification of the bidder
as per Item No. 3.2.1.0 of the Bid Data Sheet)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

**A) To satisfy the requirements specified in Item No. 3.2.1.2 of Bid Data Sheet, Section-III,
We give below the following details:**

We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 100% 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 Annual Report/Audited financial statements for the last three (3) preceding financial years. In case Audited results for the last preceding Financial Year are not available, certification of financial statements from a practicing Chartered Accountant etc. 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.	

Sl. No.	Description	As on last day of the preceding financial year
a)	Copies of unaudited unconsolidated 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.	.....
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.

For Bidders meeting requirement of Item No. 3.2.1.1 and/or 3.2.1.2 of BDS based on the strength of our *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies

- (a) Since we do not satisfy the financial criteria stipulated at Clause 3.2.1.1 of BDS on our own, we meet the requirement of average annual turnover based on the strength of our Holding Company who meet the stipulated turnover requirements of BDS Item No. 3.2.1.1 and whose networth as on the last day of the preceding financial year is atleast equal to or more than 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.	The annual turnover of the holding company in the preceding three financial years in Indian Rupees (INR) 2018 - 2019 2017 – 2018 2016 -2017	
3.	The average annual turnover of the holding company in the preceding three financial years as on the date of techno-commercial bid opening	
4.	We have enclosed Annual Reports/ Audited Financial Statements for the last 3 financial years of the Holding Company	YES ☐ */NO* ☐

5.	Paid-up Share Capital of the Holding Company	
6.	Net Worth of the Holding Company	
7.	%age of Net worth to Paid-up Share Capital	
8.	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.	
9.	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.	

- (b) Since we do not satisfy the financial criteria stipulated at Clause 3.2.1.1 of BDS on our own, we meet the requirement of net worth based on the strength of our *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies, and the Net worth of the Bidder and its *Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company, in combined manner is not less than 100% of their total paid up share capital and individually, their Net worth is not less than 75% of their respective paid up share capitals.

Sl. No.	Description	As on last day of the preceding financial year
1.	Name and Address of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
2.	Paid-up Share Capital of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
3.	Net Worth of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
4.	%age of Net worth to Paid-up Share Capital	

5.	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.	
----	--	--

We further confirm that notwithstanding anything stated above, the Employer reserves the right to verify any information/documents furnished by the Bidder and also to carry out assessment of 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 in line with Qualifying Requirement at Item No. 8.1.2 of ITB, Section-II.

Date : (Printed Name).....

Place : (Designation).....

Notes :

- (i) In case where audited results for the last financial year as on the date of Techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, party is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters provided party submits a Certificate from the CEO/CFO as per the format enclosed at Appendix-D to this Attachment-3A-4.
- (ii) 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.
- (iii) Other income shall not be considered for arriving at annual turnover.
- (iv) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (v) For annual turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**(Details pertaining to Financial Qualification of the Bidder's
Collaborator/Associate as per Item No. 3.2.2.0 of the Bid Data Sheet)**

Bidder's Name and Address :

To
Contracts & Material
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

To satisfy the requirements specified in Item No. 3.2.2.1 of Bid Data Sheet, Section-III, We give below the following details:

In terms of Item No. 3.2.2.1 of Bid data Sheets, Section-III, we confirm that average annual turnover of our Collaborator/ associate during the preceding three financial years as on date of Techno-Commercial Bid Opening is not less than **INR 910 Million (Indian Rupees Nine hundred and Ten Million only)** or in equivalent foreign currency. In support of above, we are enclosing Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

Sl.No.	Financial Year	Amount in Bidder's Currency	Amount in Rs.	Exchange Rate as on seven seven (7) days prior to the date of Techno-Commercial bid opening
1.	2018 - 2019			
2.	2017 - 2018			
3.	2016 - 2017			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.			
5.	We have enclosed Balance Sheets and Profit & Loss Account of our Collaborator/Associate duly certified by Chartered Accountant			Yes*/No*

*** Please Strike off whichever is not applicable.**

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**(Details pertaining to Financial Qualification of the Bidder's
Collaborator/Associate as per Item No. 3.2.2.0 of the Bid Data Sheet)**

Bidder's Name and Address :

To
Contracts & Material,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

**A) To satisfy the requirements specified in Item No. 3.2.2.2 of Bid Data Sheet, Section-III,
We give below the following details:**

We hereby confirm that net worth of our Collaborator/Associate as on the last day of the preceding financial year is not less than 100% 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 Annual Report/Audited financial statements for the last three (3) preceding financial years. In case Audited results for the last preceding Financial Year are not available, certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Annexure.....to Attachment-3A-5.	.....
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.	

Sl. No.	Description	As on last day of the preceding financial year
a)	Copies of unaudited unconsolidated 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-5.	.....
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 Attachment-3A-4.	.....

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

For Associate/Collaborator meeting requirement of Item No. 3.2.2.1 and/or 3.2.2.2 of BDS based on the strength of our *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies

- (c) Since our(**Associate/Collaborator**) do not satisfy the financial criteria stipulated at Clause 3.2.2.1 of BDS on its own, they meet the requirement of average annual turnover based on the strength of their Holding Company who meet the stipulated turnover requirements of BDS Item No. 3.2.2.1 and whose networth as on the last day of the preceding financial year is atleast equal to or more than 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.	The annual turnover of the holding company in the preceding three financial years in Indian Rupees (INR) or in Foreign Currency (FC) 2018 - 2019 2017 – 2018 2016 -2017	
3.	The average annual turnover of the holding company in the preceding three financial years as on the date of techno-commercial bid opening	

4.	We have enclosed Annual Reports/ Audited Financial Statements for the last 3 financial years of the Holding Company	YES ☐ */NO* ☐
5.	Paid-up Share Capital of the Holding Company	
6.	Net Worth of the Holding Company	
7.	%age of Net worth to Paid-up Share Capital	
8.	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 Attachment-3A-4. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure to Attachment-3A-5.	
9.	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 Attachment-3A-5.	

- (d) Since our**(Associate/Collaborator)** do not satisfy the financial criteria stipulated at Clause 3.2.2.2 of BDS on their own, they meet the requirement of net worth based on the strength of their *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies, and the Net worth of the our**(Associate/Collaborator)** and its *Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company, in combined manner is not less than 100% of their total paid up share capital and individually, their Net worth is not less than 75% of their respective paid up share capitals.

Sl. No.	Description	As on last day of the preceding financial year
1.	Name and Address of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
2.	Paid-up Share Capital of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
3.	Net Worth of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	

4.	%age of Net worth to Paid-up Share Capital	
5.	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 Attachment-3A-5.	

We further confirm that notwithstanding anything stated above, the Employer reserves the right to verify any information/documents furnished by the Bidder and also to carry out assessment of 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 in line with Qualifying Requirement at Item No. 8.1.2 of ITB, Section-II.

Date : (Printed Name).....
Place : (Designation).....

Note :

- (i) In case where audited results for the last financial year as on the date of Techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, party is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters provided party submits a Certificate from the CEO/CFO as per the format enclosed at Appendix-D to this Attachment-3A-2.
- (ii) 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.
- (iii) Other income shall not be considered for arriving at annual turnover.
- (iv) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (v) For annual turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.

**APPENDIX-A
TO ATTACHMENT - 3A-4**

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN
ACCORDANCE WITH ITEM NO 3.2.1.3 &/or 3.2.2.3 OF BDS
(To be submitted by *Bidder /*Associate/Collaborator along with the Bid)**

- 1.0 I, Mr (CEO/CFO of the holding company)*, declare
that M/s (Name of the Holding Company) is the Holding Company of M/s
(Name of the *Bidder/*Associate/Collaborator).
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements
submitted in respect of the *Bidder/ *Associate/Collaborator as part of the bid reference no
dated have been considered for the purposes of the finalization 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.

*** Strike off whichever is not applicable.**

Yours faithfully,

(Signature)

Date:
Place:

Name & Designation.....
Name of the Holding Company.....
Seal of the Holding Company.....

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9

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 along with the Bid, in case financial support is being extended by the Holding
Company to the by Bidder /Associate/Collaborator for meeting the stipulated Financial
Qualifying Requirement as per Item No. 3.2.1.1 &/or 3.2.2.1 of Bid Data Sheet)

Dear Sir,

1.0 We, M/s declare that we are the holding company of M/s
(Name of the *Bidder/*Associate/Collaborator) 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 M/s
(Name of the *Bidder/*Bidder's Associate/Collaborator) have sought financial strength and
support from us for meeting the stipulated Financial Qualifying Requirement as per Item No.
3.2.1.1 &/or 3.2.2.1 Bid Data Sheets.

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/*Associate/Collaborator), for the execution of the Contract, in case M/s
(Name of the Bidder) 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/*Associate/Collaborator) would be required to
undertake in terms of the Contract including the Performance Security as well as other
obligations of the Bidder/Contractor.

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 Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

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

Date: Name & Designation.....
Place: Name of the Holding Company.....
Seal of the Holding Company.....

*** Strike Off whichever is not applicable**

WITNESS:

1. 2.

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9

PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
[To be executed by *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the
Holding companies Supported by Board Resolution and submitted by the Bidder alongwith
the Bid, Applicable to the *Bidder /*Associate/Collaborator for meeting the stipulated
Financial Qualifying Requirement as per Item No. 3.2.1.2 &/or 3.2.2.2 of Bid Data Sheet]

Dear Sir,

- 1.0 We, M/s..... declare that we are the *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies of M/s (*Bidder /*Associate/Collaborator) 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 M/s (*Bidder/*Bidder's Associate/Collaborator) have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Item No. 3.2.1.2 &/or 3.2.2.2 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/*Associate/Collaborator), in case M/s (Name of the Bidder) 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/*Associate/Collaborator) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

- 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 Employer.

- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

Date:

(Signature of Authorised Signatory on behalf of
the *Subsidiary(ies) and/or *Holding Company
and/or *Subsidiaries of the Holding Companies)

*** Strike Off whichever is not applicable**

Witness:

(1)

(2)

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING
COMPANY IN ACCORDANCE WITH ITEM NO. 3.2.1.3 &/or 3.2.2.3 OF BDS
(To be submitted by *Bidder /*Associate/Collaborator along with the Bid)

Ref. :

Date :

To

NTPC Limited
Contracts & Materials
6th Floor, Engg. Office Complex, Plot A-8A,
Sector-24, Noida-201301

Dear Sirs,

- 3.0** I, Mr./Ms. (CEO / CFO* of M/s (Name of the *Bidder / *Associate / Collaborator / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening for the package (Name of the package).
- 4.0** I further, declare that the Certificate from the practicing Chartered Accountant certifying the financial parameters of M/s (Name of the *Bidder / *Associate / Collaborator / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) for the last financial year is not available.

*** Strike off whichever is not applicable.**

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company).....

(Seal of Company).....

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

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

Bidder's Name and Address :

To
NTPC Limited,
Contracts & Materials,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

- A) Orders in Hand
- i) Total value of
Contracts
- ii) Value of work
completed out
of above value
upto March' 2019
- iii) Value of anticipated
work to be performed
in the following
Financial Years :

2019 - 2020

2020 - 2021

2021 – 2022

2022 – 2023

2023 - 2024

- 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 this 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 2014
- Year ending - March 2015
- Year ending - March 2016
- Year ending - March 2017
- Year ending - March 2018

- E) Balance Sheet & Profit and Loss Account duly certified by a Chartered Accountant for the last 3 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
- ii) Over Draft Limits/Cash Credit Limits

Enclosed at:.....

Enclosed at:

iii) Deferred payment limits. Enclosed at:

iv) Fixed Deposits Enclosed at:

v) Movable Property
Hypothecation.
(Please state the present
utilization status also) Enclosed at:

G) Information regarding
any current litigation
in which the Bidder is
involved, the parties
concerned, the disputes
and the disputed
amount if any. Enclosed at Annexure:-----
to this Attachment-3B

- Note :**
1. The above attachment shall be filled-up by the bidder for **himself** and for **collaborator** (if applicable) being proposed by the bidder in his bid.
 2. Continuation sheets of like size and format, may be used and annexed to this schedule if required.
 3. The financial details to be furnished by the bidder in this Attachment-3B shall be same as details furnished in Attachment-3A-4/3A-5.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Details of Design, Engineering and Manufacturing status of
Bidder and/or wherever applicable, his Associate/Collaborator as
required under Clause 8.1.2(a) of ITB)

Bidder's Name and Address : To
Contracts & Materials,
NTPC Limited, 6th Floor,
Engg. Office Complex, Plot No.
A-8A, Sector-21, Noida - 201301

- (1) We hereby confirm that we do not anticipate any 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 same is enclosed to Annexure..... to this Attachment-3C.
- (2) We have also furnished adequate detailed write up on the following :
- | | | |
|-------|---|---|
| (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 Organi- :
sation and capabilities
for Engg., manufacturing
& field installation. | Enclosed at Annexure
to this Attachment-3C |
| (v) | Established Project Management :
 | Enclosed at Annexure
to this Attachment-3C |
- (3) Additional details (if any) in respect of
Manufacturing and Testing Facilities
-

- Note :
1. The above Attachment shall be filled up by the bidder in his bid for himself and for **collaborator**, if any 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.

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
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]

- E) Work Load Expected for this contract
 - F) Shortfall, if any
 - G) Alternative arrangements to make up for this short fall
2. **Bidders are required to furnish the adequate details in support of the following**
- (i) Panel/cabinets manufacturing, pre-treatment, Painting, Surface preparation and Assembling facilities available with the vendor or his sub-vendor. The above details shall include M.S. sheet cutting and instrument punching (of millimeters of M.S. Sheets) capabilities
 - (ii) Fabrication & Assembling facilities, overall panel manufacturing and Assembly shop layout details including list and specification of all machine and tools
 - (iii) Manpower available with the vendor or his subvendor for successful completion of the tasks mentioned in clause no.2 (i) & 2(ii) above.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----

3. Furnish specifically following details in respect of manufacturing and testing facilities

- (i) Burn-in and elevated temperature test for electronic modules and for complete system
- (ii) Surge withstand capability test on electronic modules as per ANSI-C-37.90.1 / IEEE 472.
- (iii) Humidity cycling test on instruments devices/system
- (iv) Protection class test for instruments/LIEs/JBs etc. per IS-13947
- (v) Facility for conducting complete system integration test
- (vi) Hydrostatic testing of impulse piping and fitting etc. mounted inside the enclosures/rack at 1.5 times the rated design pressure

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Present Order Book Position)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

Sl. No.	Client	Order Value	No. of Units & Unit size	Date of Order	Present Status		% work completed Engg./ Manufacturing/ 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	

- Note :**
1. The above attachment shall be filled up by the bidder for himself and for **collaborator** being proposed by the bidder in his bid.
 2. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Past Performance Data)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
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 Completion of Supplies		Date of Completion of Erection, Testing & Commissioning		Order Value	Reason for Delay (if applicable)
				Schedule	Actual	Schedule	Actual		

- Note :**
1. The above Attachment shall be filled up by the bidder for **himself** and for **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.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Data regarding key construction personnel)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

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

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

- Note :**
1. This Attachment shall be filled by the bidder for **himself** and for **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.

EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Manpower loading data)

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

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

No. of months from the date of Notification of Award	1	2	3	4	5	6	7	8	9	10.....20.....24
---	---	---	---	---	---	---	---	---	---	------------------

Labour
(Category)

- Note :**
1. The above Attachment shall be filled by the bidder for **himself** and for **collaborator** being proposed by the bidder in his bid, if any.
 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.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

DEED OF JOINT UNDERTAKING (IF APPLICABLE)

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

- 1.0 We confirm having enclosed at Annexure to this Attachment-3I, the Original Deed of Joint Undertaking to be executed by the bidder and the Associate meeting the requirement of Clause 3.1.2.0 / 3.1.3.0 of Bid Data Sheets for successful performance of the equipment.
- 2.0 Further, we confirm that in case of Award of Contract, our Associate will furnish the requisite Bank Guarantee as mentioned in the Deed of Joint Undertaking.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Project Management Organisation)

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

- 1.0 In line with clause No. ITB 8.1.2(a) and requirements of Para 2(v) of Attachment-3C, we furnish below the brief write up in support of our established project management organisation.

* Bidder to use their own format for above details.

**EPC PACKAGE FOR
KAWAS WTE PROJECT
(2X350 TPD)
BIDDING DOCUMENT NO.: CS-2600-001-9
(Experience Details - Applicable to all the Bidders)**

Bidder's Name and Address:

To
Contracts & Materials
NTPC Limited
Noida-201301

Summary of Critical Equipment indicated under clause 1.1.0 OF PROVENNESS REQUIREMENTS in the sub-section-I-A, Part-A of Section-VI of bidding documents.

The bidder/its sub-vendors(s) is required to meet the provenness criteria and/or qualification requirement for the items/services listed below as per the stipulated criteria indicated in the respective clauses. For the purpose of qualification of Bidders / Sub-vendor(s), experience shall be reckoned as on date of consideration for approval but not later than six months after award date of Main plant package unless otherwise specified in the respective clauses.

The critical equipment, auxiliaries, systems and bought out items offered shall be proven and should have been in successful operation for a minimum period of one (1) year in a waste fired unit of at least 300 TPD capacity. Documents in support of the above shall be submitted along with the bid.

The bidder/ its sub-vendors(s) are required to meet the above Sub QR for following critical equipments, auxiliaries, systems:

Vehicle guiding system (tipping floor), PA, FD & ID Fans, Fabric bag filter, Tubular / steam coil Air pre-heaters, Cooling towers for auxiliary cooling system, cooling water pumps, air conditioning system, ventilations system, compressed air system, leachate treatment system, liquid effluent treatment plant, Ash handling system, waste feed grab crane, bottom ash crane etc.,

Induced draught Cooling tower for auxiliary cooling system, CW pumps, air conditioning systems, Ventilation systems & air compressors having capacities same as offered capacities or more, supplied in installation other than waste fired plant is also acceptable.

Signature of authorized signatory.....

We/our sub-vendor (-----) confirm that we meet the provenness requirements specified in Cl. No.1.1 of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that the offered "The critical equipment, auxiliaries, systems and bought out items shall be proven and should have been in successful operation for a minimum period of one (1) year in a waste fired unit of at least 300 TPD capacity. Documents in support of the above shall be submitted along with the bid., the details of which are given below:

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause..... Sub-Section-IA,Part-A of Section-VI
PA Fans			1.1
ID Fans			1.1
FD Fans			1.1
Vehicle guiding system			1.1
Air preheater			1.1
Fabric bag filter			1.1
Cooling tower			1.1
Cooling water pump			1.1
Air conditioning system			1.1
Ventilation system			1.1
Compressed air system			1.1
Leachate treatment system			1.1
Liquid effluent plant			1.1
Ash handling system			1.1
Waste feed grab crane			1.1
Bottom ash crane			1.1

Note : *Strike off whichever is not applicable.

Signature of authorized signatory.....

1. If qualification sought as per clause 1.1 then the details of the sub vendor (manufacturer) shall be filled by the bidder in the format A to I.
2. If the qualification sought as per the clause 1.1, then the details of proposed sub vendor (i.e manufacturer of such equipment's for at least 300 TPD capacity) shall be filled individually for each equipment by the bidder in the format A to Hand the details of collaborator or technology licensor who meets the requirement stipulated at 1.1 shall also be filled by the bidder in the format A to H separately. Further, in case of qualification vide clause 3.2 a copy of collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator or technology licensor who meets the requirement stipulated at 1.1 shall also be furnished.
3. If the qualification sought as per the clause 1.1, then the details of JV/Subsidiary Company formed for manufacturing of such equipment's in India shall be furnished individually for each equipment by the bidder such as,
 - i) Copy of document of incorporation of JV/Subsidiary company in India
 - ii) Copy of collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator or technology licensor who meets the requirement stipulated at 1.1.
 - iii) Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company/subsidiary company directly or indirectly through its holding company /Subsidiary company, which shall be maintained for a lock -in period of seven (7) years from the date of incorporation of such JV/subsidiary or up to the end of defect liability period of the contract which ever is later.

Further, the details of collaborator or technology licensor or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 1.1 shall be filled by the Bidder in the format A to H(format given at 1.00.00). In addition to that, the sub vendor along with the Indian JV company/subsidiary company, qualified equipment manufacturer and its holding company/subsidiary company as applicable shall furnish the DJU.

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

- 1.00.00 (Applicable for Bidder/his sub vendors seeking qualification as per clause no. 1.1, Sub section-IA, Part-A of Section-VI. Bidder shall furnish the required data only for those equipments / auxiliaries which are proposed to be sourced under this route.)

We, hereby furnish the data on proveness criteria for critical equipment, auxiliaries, systems and Bought Out Items such as PA, ID and FD Fans, Coal Pulverisers, Raw Coal feeders, Boiler Start up drain recirculation pumps, Air pre-heaters, Auxiliary Boiler, which have been designed (either by self manufacturer or under Collaboration/Licencing Agreement), manufactured/ got manufactured and supplied by us /Manufacturer (or manufactured/ got manufactured & supplied

Signature of authorized signatory.....

by our proposed sub-vendors) and these are in successful operation in at least one (1) plant for a period not less than one year, reckoned as on the date of consideration for approval but not later than six months after award date of EPC package. The details of type and minimum equipment rating of such equipment are given below:

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

A. PA FAN

- (i) Name of the station and location
- (ii) Details of units
 - (a) Capacity of each unit (TPD)
 - (b) No. of fans per unit
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the fans
- (vi) Brief Technical particulars of the fans
 - (a) Type (Centrifugal / axial)
 - (b) Make & Model
 - (c) No. of Stages
 - (d) Capacity

Signature of authorized signatory.....

- (i) Flow (M³/Sec.)
- (ii) Head (mmwc)
- (e) Speed of fan (rpm)
- (f) Flow control device
(VFD / variable blade pitch control as applicable)
- (g) Bidder to enclosed flow Vs head curve of PA Fan for the reference plant
- (vii) Whether the PA Fan have been in successful operation for a period not less than one (1) year *Yes/*No
- (viii) Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment

(Signature).....
 (Printed Name).....

 (Designation).....
 (Common Seal).....

B. ID FAN

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of fans per unit	
(iii)	Client name and its address,	

Signature of authorized signatory.....

- Fax No. & Tel. No.
- e-mail id
- website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the fans
- (vi) Brief Technical particulars of the fans
 - (a) Type (Centrifugal / axial)
 - (b) Make & Model
 - (c) No. of stages
 - (d) Capacity
 - (i) Flow (M³/Sec.)
 - (ii) Head (mTPDc)
 - (e) Speed of fan (rpm)
 - (f) Flow control device (VFD / Variable blade pitch control as applicable)
 - (g) Bidder to furnish flow Vs Head curves of the ID fans for the reference Plant
- (vii) Whether the ID fans have been in successful operation for a period not less than one (1) year *Yes/*No
- (viii) Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment

(Signature).....
 (Printed Name).....

Signature of authorized signatory.....

(Designation).....
 (Common Seal).....

C. FD FAN

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

- (i) Name of the station and location
- (ii) Details of units
 - (a) Capacity of each unit (TPD)
 - (b) No. of fans per unit
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the fans
- (vi) Brief Technical particulars of the fans
 - (a) Type (Centrifugal / axial)
 - (b) Make & Model
 - (c) No. of stages
 - (d) Capacity
 - (i) Flow (M³/Sec.)
 - (ii) Head (mmwc)
 - (e) Speed of fan (rpm)
 - (f) Flow control device

Signature of authorized signatory.....

(VFD / variable blade pitch
control as applicable)

- (g) Bidder to enclose flow
vs head curve of FD
fan for the reference
plant
- (vii) Whether the FD fans have
been in successful operation
for a period not less than
one (1) year *Yes/*No
- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

D. VEHICLE GUIDING SYSTEM

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

- (i) Name of the Station
and location
- (ii) Client Name and Its Address.
and Fax No.

– email id

– website address
- (iii) Name of the manufacturer
& address
- (iv) Date of commission of
the vehicle guiding system
- (v) Details of Units

(a) Capacity of each unit (TPD)

Signature of authorized signatory.....

- *Yes/*No

E (a) AIR PREHEATER (Primary)

Signature of authorized signatory.....

(iv) Name of the manufacturer
& address

(vi) Brief Technical particulars of the Primary Air preheater

(a) Type

(b) Model

(c) Size

(d) Air quantity entering
Primary Air preheater
(T/hr.)

(e) Steam / Flue gas quantity entering
Primary Air preheater
(T/hr.)

*Yes/*No

(viii) Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

F (b) SECONDARY AIR PREHEATER (If applicable)

S. No.

Item Description

Station-I

(i) Name of the station and location

Signature of authorized signatory.....

- (ii) Details of units
 - (a) Capacity of each unit (TPD)
 - (b) No. of Secondary Air preheaters per unit
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Secondary Air preheater
- (vi) Brief Technical particulars of the Secondary Air preheater
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Air quantity entering Secondary Air preheater (T/hr.)
 - (e) Steam / Gas quantity entering Secondary Air preheater (T/hr.)

S. No.	Item Description	Station-I
(vii)	Whether the Secondary Air Preheater have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached	

Signature of authorized signatory.....

at Annexure..... of this Attachment

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

G). FABRIC BAG FILTER

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Bag filter per unit & bag material	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the Bag filter	
(vi)	Brief Technical particulars of the Bag filter	
	(a) Type	
	(b) Model	
	(c) Size	

Signature of authorized signatory.....

- (d) Flue gas quantity entering
Bag filter
(T/hr.)
- (e) Design efficiency (%)
- (f) Dedusting type

S. No.	Item Description	Station-I
(vii)	Whether the Bag filter have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

H). COOLING TOWER

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Cooling tower per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	

Signature of authorized signatory.....

- website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Cooling tower
- (vi) Brief Technical particulars of the Cooling tower
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Cooling water flow in Cooling tower (T/hr.)

S. No.	Item Description	Station-I
(vii)	Whether the Cooling tower have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
 (Printed Name).....
 (Designation).....

I). COOLING WATER PUMP

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

- (i) Name of the station and

Signature of authorized signatory.....

location

(ii) Details of units

(a) Capacity of each unit
(TPD)

(b) No. of Cooling water pump per unit & type

(iii) Client name and its address,

- Fax No. & Tel. No.

- e-mail id

- website address

(iv) Name of the manufacturer
& address

(v) Date of commissioning of
the Cooling water pump

(vi) Brief Technical particulars
of the Cooling water pump

(a) Type

(b) Model

(c) Size

(d) Cooling water flow in
Cooling water pump
(T/hr.)

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

(vii) Whether the Cooling water pump have been in
successful operation for
a period not less than
one (1) year

*Yes/*No

(viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

Signature of authorized signatory.....

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

J). AIR CONDITIONING SYSTEM

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Air conditioning system per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the Air conditioning system	
(vi)	Brief Technical particulars of the Air conditioning system	
	(a) Type	
	(b) Model	
	(c) Size	
	(d) Heat load (ton)	

Signature of authorized signatory.....

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

- | | | |
|--------|---|----------|
| (vii) | Whether the Air conditioning system have been in successful operation for a period not less than one (1) year | *Yes/*No |
| (viii) | Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment | |

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

K). VENTILATION SYSTEM

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

- | | | |
|-------|---|--|
| (i) | Name of the station and location | |
| (ii) | Details of units | |
| | (a) Capacity of each unit (TPD) | |
| | (b) No. of Ventilation system per unit & type | |
| (iii) | Client name and its address, | |
| | - Fax No. & Tel. No. | |
| | - e-mail id | |
| | - website address | |
| (iv) | Name of the manufacturer & address | |
| (v) | Date of commissioning of the Ventilation system | |

Signature of authorized signatory.....

- (vi) Brief Technical particulars of the Ventilation system
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Humidification / Heat load (ton)

S. No.	Item Description	Station-I
(vii)	Whether the Ventilation system have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
 (Printed Name).....

 (Designation).....
 (Common Seal).....

L). COMPRESSED AIR SYSTEM

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units (a) Capacity of each unit (TPD) (b) No. of Compressed air system per unit & type	
(iii)	Client name and its address,	

Signature of authorized signatory.....

- Fax No. & Tel. No.
- e-mail id
- website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Compressed air system
- (vi) Brief Technical particulars of the Compressed air system
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Free air delivery / pressure

S. No.	Item Description	Station-I
(vii)	Whether the Compressed air system have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
 (Printed Name).....

 (Designation).....
 (Common Seal).....

Signature of authorized signatory.....

M). LEACHATE TREATMENT SYSTEM

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Leachate treatment system per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the Leachate treatment system	
(vi)	Brief Technical particulars of the Leachate treatment system	
	(a) Type	
	(b) Model	
	(c) Size	
	(d) Treatment capacity (T/hr)	

S. No.	Item Description	Station-I
(vii)	Whether the Leachate treatment system have been in successful operation for a period not less than one (1) year	*Yes/*No

Signature of authorized signatory.....

- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

N). LIQUID EFFLUENT TREATMENT SYSTEM

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Liquid effluent treatment per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the Liquid effluent treatment	
(vi)	Brief Technical particulars of the Liquid effluent treatment	
	(a) Type	
	(b) Model	

Signature of authorized signatory.....

- (c) Size
- (d) Treatment capacity (T/hr)

S. No.	Item Description	Station-I
(vii)	Whether the Liquid effluent treatment have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
(Printed Name).....

(Designation).....
(Common Seal).....

O). ASH HANDLING SYSTEM

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of Ash handling system per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	

Signature of authorized signatory.....

- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Ash handling system
- (vi) Brief Technical particulars of the Ash handling system
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Ash disposal capacity (T/hr)

S. No.	Item Description	Station-I
(vii)	Whether the Ash handling system have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
 (Printed Name).....

 (Designation).....
 (Common Seal).....

P). WASTE FEED GRAB CRANE

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units (a) Capacity of each unit (TPD)	

Signature of authorized signatory.....

- (b) No. of Grab crane per unit & type
- (iii) Client name and its address,
 - Fax No. & Tel. No.
 - e-mail id
 - website address
- (iv) Name of the manufacturer & address
- (v) Date of commissioning of the Grab crane
- (vi) Brief Technical particulars of the Grab crane
 - (a) Type
 - (b) Model
 - (c) Size
 - (d) Waste handling capacity (T/hr)

S. No.	Item Description	Station-I
(vii)	Whether the Grab crane have been in successful operation for a period not less than one (1) year	*Yes/*No
(viii)	Necessary documents/certificate in support of above are attached at Annexure..... of this Attachment	

(Signature).....
 (Printed Name).....

 (Designation).....
 (Common Seal).....

Signature of authorized signatory.....

Q). BOTTOM ASH CRANE

S. No.	Item Description	Station-I
(i)	Name of the station and location	
(ii)	Details of units	
	(a) Capacity of each unit (TPD)	
	(b) No. of ash crane per unit & type	
(iii)	Client name and its address,	
	- Fax No. & Tel. No.	
	- e-mail id	
	- website address	
(iv)	Name of the manufacturer & address	
(v)	Date of commissioning of the ash crane	
(vi)	Brief Technical particulars of the Waste crane	
	(a) Type	
	(b) Model	
	(c) Size	
	(d) Ash handling capacity (T/hr)	
(vii)	Whether the ash crane have been in successful operation for a period not less than one (1) year	*Yes/*No

Signature of authorized signatory.....

- (viii) Necessary documents/certificate
in support of above are attached
at Annexure..... of this Attachment

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

EPC PACKAGE FOR

**KAWAS WASTE TO ENERGY (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9**

**Experience details of Sub-vendor seeking qualification as per
clause 1.4.0 of Sub-Section-IA, Provenness, Part-A,
Section-VI of Bidding Document)**

Bidder's Name and Address:

To
Contracts & Materials
NTPC Limited.
NOIDA-201301

1.00.00 Control & Instrumentation system

1.01.00 We/our sub-vendor (-----) confirm that we meet the provenness requirements specified in Cl. No.1.4.0 of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that "The offered Control system is either same or of the same series as being offered for this package & which should have been in successful operation in at least two (2) numbers of WtE plants with automatic Grate firing control system of rating 300 Tonnes per day or above for a period of not less than Two (2) years", the details of which are given below:

Sl.No.	Item Description	Plant No.1	Plant no.2
1.	Name of WtE Plant (Location and Address)		
2.	Name of the Owner of WtE Plant with full Address Fax. No. Telephone No. e-mail address		
3.	Name of Package/Contract along with Order/LOA No. & Date		
4.	Name & Address of the Contractor on whom the order for executing the reference plant system was placed by the Owner of the reference plant		
5.	In case the Bidder/sub-vendor is		

Signature of authorized signatory.....

not the Contractor at Sl. No. 4,
 Name & Address of the Organisation
 which placed order for reference
 plant system on the Bidder/sub-vendor

Sl.No.	Item Description	Plant No.1	Plant no.2
6.	Plant Rating (TPD)		
7.	Whether WTE plant with Automatic Grate firing	*Yes/No	*Yes/No
8.	Control Systems details		
8a.	Offered Control system for this project:		
8b.	Control system supplied for reference plant		
8c.	whether above (8a&8b) are same or same series		
8d.	Actual date of commissioning		
8e.	Number of years of successful operation		
8f.	whether certificate attached for above (8e.)	*Yes/No	*Yes/No
9.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements		
(a)	Relevant portion of Letter of Award / Contract Agreement / Order/ User certificate/details of Control system e.g. system configuration / Write up for Automatic grate firing control At reference plant Enclosed	*Yes/No	*Yes/No

Signature of authorized signatory.....

1.02.00 We/our sub-vendor confirm that we meet the provenness requirements specified in **Cl. No1.4.0** of provenness requirements in the Sub-Section-IA, Part-A, Section-VI of Bidding Documents. In this regard we declare that" Measuring instruments offered for this package shall have at least Two (2) years satisfactory operation in one WtE plant having unit rating 300 TPD or above or any other Power plant of unit rating 200 MW or above", the details of which are given below :

SI No	Item Description	Plant No.1
MEASURING INSTRUMENTS		
(i)	Type of Instrument	
(ii)	Make / Model	
(iii)	Name of Power Station (Location & Address)	
(iv)	Unit Size WTE (TPD)/ Unit size Power plant (MW)	
(v)	Commissioning date	
	Whether above instruments have atleast Two (2) year satisfactory operation in one (1) WTE plants having unit rating of 300 TPD or above	Yes/No
	OR	
	Whether above instruments have at least Two (2) year satisfactory Operation in one (1) power station having unit rating of 200 MW or above.	Yes/No
(vi)	Client's certificate, Purchase Order attached	Yes/No

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

DETAILS OF PROVENNESS OF THE OFFERED GENERATOR AS PER CLAUSE NO. 1.5.0
Sub-Section-IA, PART-A, SECTION-VI OF BIDDING DOCUMENTS

	Reference Generator	Offered Generator
(a)	Name of the Station and its Location	
(b)	Client Name and its Address, Fax and Tel. No.	
(c)	Name and Designation of the responsible person in Client's Organisation	
(d)	Contract No. & Date	
(e)	Date of commissioning	
(f)	Date of commencement of successful operation	
(g)	Generator Make	
(h)	Model No.	
(i)	MVA Rating	
(j)	MW Rating	
(k)	Rated Voltage	

Signature of authorized signatory.....

	Reference Generator	Offered Generator
(l)	Cooling Medium (e.g. Water, hydrogen etc)	
	(i) Stator Core	
	(ii) Stator Winding	
	(iii) Rotor	
(m)	Number of shaft mounted fans	
(n)	Thermal Class of Insulation	
	(i) Stator	
	(ii) Rotor	
(o)	Type of Excitation System	
(p)	Details of Core & Core support system (e.g. Spring type/Rigid type etc.)	
(q)	Factory /Works where the Generator rating equal to 4MW or more was manufactured, assembled & tested	
(R1)	Factory/works where the offered generator is proposed to be manufactured, assembled and tested	
(s)	Latest/recent certificate from client that the generator with above technical parameters is in successful operation for a minimum period of one (1) year prior to the date of Techno-Commercial Bid opening (actual time period to be mentioned) and caused no serious problem in past, is enclosed at Annexure.... to this Attachment-3K	

Signature of authorized signatory.....

	Reference Generator	Offered Generator
--	------------------------	----------------------

- (t) List of above Generators
(with date of supply) already
manufactured, assembled &
tested in the factory/works
mentioned at S.No.(R1) above
is enclosed at Annexure....
to this Attachment-3K

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

DETAILS OF PROVENNESS OF THE OFFERED FIRE DETECTION AND PROTECTION SYSTEM AS PER CLAUSE NO. 1.6.0 Sub-Section-IA, PART-A, SECTION-VI OF BIDDING DOCUMENTS

Sub : Sub-Qualifying Requirements for the Fire Detection and Protection System

To satisfy the requirements specified in Clause No. 1.6.0 of Sub-Section-IA, Part-A, Section-VI of Bidding Document, we furnish following details:

1).

We/ sub-vendor declare that we have designed, supplied, erected and commissioned at least One (1) fire protection system of Contract value not less than Rs.35.0 million or equivalent in foreign currency (exchange rate applicable as on date of Techno-commercial Bid Opening), in industrial installation. The Fire Protection System comprise of

- a) fire hydrant system
- b) high velocity water (HVW) spray or medium velocity water (MVW) spray or sprinkler system.
- c) fire water pumping and pressurizing arrangement.

We further declare that the systems mentioned above have been designed to the recommendations of *Tariff Advisory Committee of India or Oil Industry Safety Directorate (OISD) or any other International reputed authority (like LPC-U.K. or NFPA - USA) and these systems are in successful operation for a period of not less than one (1) year. The details of Fire Protection system executed by us are furnished below: -

Details pertaining to Technical Qualification of the Sub-vendor.

Sl.No.	Description	Plant No. 1
A.	DATA OF FIRE PROTECTION SYSTEMS EXECUTED: (To be filled up for contracts having order value not less than Rs. 35.00 million or equivalent in foreign currency (exchange rate applicable as on date of techno-	

Signature of authorized signatory.....

commercial bid opening)

1. Client name and address
2. Name and Address of the plant/
installation
3. Whether Fire protection system
executed is for industrial installation ? Yes*/No*
4. Date of order
5. Date of commissioning

Sl.No.	Description	Plant No. 1
6.	Period of operation	.....
7.	Value of the order in Rs. Million	.....
8.	The Scope included :	
	a) Design	Yes*/No*
	b) Supply	Yes*/No*
	c) Erection	Yes*/No*
	d) Commissioning	Yes*/No*
9.	The fire protection system have been designed as per TAC/OISD/any other International reputed authority (like LPC-UK or NFPA, USA) (Please indicate the name of the authority)	Yes*/No*
10.	The above contract included :	
	a) Fire Hydrant system	Yes*/No*
	b) High velocity water spray (HVV) system	Yes*/No*
	c) Medium velocity water spray (MVW) System	Yes*/No*
	d) Sprinkler System	Yes*/No*

Signature of authorized signatory.....

- e) Fire water pumping and pressurizing arrangement Yes*/No*
11. Documentary evidence/certificate from client in support of above is enclosed Yes*/No*

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess our / our Sub-vendor's capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer in line with QR requirement at Clause No. **1.6.0** of Sub-Section-IA, Part-A, Section-VI.

Note : (1) Continuation sheets of like size and format may be used as per Sub-vendor requirement and be annexure to this attachment.

* **Please Strike off whichever is not applicable.**

2).

We/ Sub-Vendor furnish the following details of the firm from whom the analogue addressable type fire alarm system is proposed to be supplied for this package.

We / sub-vendor further declare that the analogue addressable type fire alarm system proposed to be supplied shall be sourced from a firm M/S_____ who has supplied at least One (1) similar system and these system has been approved or listed by UL-USA / FM-USA / LPC-UK / similar agency and are in successful operation for at least One (1) year. The details of the proposed firm are furnished below:

Sl.No.	Description	Plant No. 1
1.	Name of supplier	.....
2.	Address of supplier	.....
3.	Experience details of supplier	
	a) Name of the client	.....
	b) Address of the client	.....
	c) Address of the installation	.....
	d) Type of the installation (Industrial / commercial)	.....

Signature of authorized signatory.....

- | | | |
|----|---|-------------------|
| e) | Whether the installed system has been approved by UL-USA/FM-USA/LPC-UK/Similar agency ? (please specify agency) | Yes*/No*
..... |
| f) | Whether the installed system has been listed by UL-USA/FM-USA/LPC-UK / Similar agency? (please specify agency) | Yes*/No*
..... |
| g) | Date of order / award for analogue addressable type fire alarm system | ..... |
| h) | Date of commissioning of the above system | ..... |
| i) | Number of years for which the system is in operation | ..... |

Sl.No.	Description	Plant No. 1
j)	Documentary evidence/certificate in support of above system to be enclosed	.....

*** Please strike off whichever is not applicable.**

Note : If a Sub-vendor proposed more than one firm for the supply of analogue addressable type fire alarm system, separate data shall be submitted in the above format for each of the proposed suppliers.

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

Details of Provenness for the offered Steam Turbine as per Clause No. 1.2.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

Details of Provenness for the offered Steam Turbine as per Clause No. 1.2.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

S.No.	Item Description	Plant Name	Module No.	Operating Steam parameters i.e. Initial Pressure, Initial Temperature, Capacity(MW)	Date of Commencement of Successful Operation
-------	------------------	------------	------------	---	--

1. Provenness of
Turbine
Module

(Bidder to furnish details of reference turbine module as per Annexure-I to this attachment)

Certified that the offered Steam Turbine Set shall be built up using above proven turbine module of M/s..... (Name of Steam Turbine Manufacturer). The Turbine to be supplied under this contract shall be manufactured assembled and tested at (Name of the Factory) where turbine of atleast 4 MW rating have been manufactured in past. Certificate(s) from Owner that the aforesaid Steam Turbine Module are in successful operation for atleast one (1) year and caused no serious problem in past, are furnished alongwith techno-commercial Bid at **Annexure 1 to this Attachment-3K**.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

Signature of authorized signatory.....

(Common Seal).....

ANNEXURE-I TO ATTACHMENT-3K**Details of Module of the reference Turbine**

S.No.	Item Description	Reference module	Offered module
Turbine			
1	Type of steam admission (Full arc/ partial arc)		
2	Number of steam admission points		
3	Number of exhausts		
4	Bearing span		
5	Outer casing barrel or not		
6	Steam flow direction (single flow/ double flow/opposed flow)		
7	Minimum/Maximum inner casing diameter		
8	Minimum/Maximum outer casing diameter		
9	Exhaust area provided/maximum possible		
10.	Brief technical details (i) Designed by (ii) Engineered by (iii) Manufactured/Got manufactured by (iv) Erected /Supervised Erection (v) Commissioned /Got commissioned by		
11.	Whether turbine is directly coupled to generator/ coupled through gear box		

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

Details of Provenness for the offered Steam Turbine as per Clause No. 1.2.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

Summary of Critical Equipment indicated under clause 1.3.0, sub-section-I-A, Part-A of Section-VI

Equipment Name	Sub-Vendor Name	Collaborator's Name, if applicable
Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer
Air Cooled Condenser	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4	
Condensate Extraction Pumps (CEP)	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4	
Boiler Feed Pumps (BFP)	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4	
Deaerator	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4	
Gear Box between turbine & generator (if applicable)	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4	

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

Details of Provenness for the offered Steam Turbine as per Clause No. 1.3.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for unit of atleast 4 MW rating as per clause 1.3.0 of Sub-Section-I-A, Section-VI, Part-A.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel.Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit	
1.02.06	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipments are in successful operation	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of atleast 4MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily & is enclosed to this Attachment at Annexure.....	Yes/No

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
[Qualifying Requirement Data/ Provenness Data (as applicable)]

Details of Provenness for the offered Steam Turbine as per Clause No. 1.3.0, Sub-Section-I-A, Part-A, Section-VI of Bidding Documents.

Bidder's Name and Address :

To
Contracts & Materials
NTPC Limited
Noida-201301

3.00.00 Details of manufacturer of proven equipments.

S. No.	Item Description	Station-I
A.	AIR COOLED CONDENSER	
1.00.00	Name, Address & Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.03.00	Contract No. & Date	
1.04.00	Capacity in MW/TPD of Unit and no. of Units	
1.05.00	Starting Date of Work/ Date of Order	
1.06.00	Scheduled Date of Completion	
1.07.00	Actual Date of Completion	
1.08.00	Date of Commissioning of System/Package	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.09.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.10.00	Date of Commencement of Successful Operation	
1.11.00	Brief Scope of Work	
1.12.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type : Direct Air Cooled, Forced cooling	Yes/No
	(iv) Design Standard	
	(v) Rated Heat Load (G Kal/hr.)	
	(vi) Design Ambient Temperatue	
	(vii) Max Ambient Temperatrure (Design)	
	(viii) Condenser Pressure [mm of Hg(a)]	
	(ix) Overall Heat Transfer Coefficient (Kcal/hr sq.m. deg.C)	
	(x) Surface Area (sq.m.)	
	(xi) ACC height	
	(xii) No. of fans	
	(xiii) Floor area (width x length)	
	(xiv) KW rating of each fan	
	(xv) Location w.r.t A-row	
	(xvi) Arrangement of modules	
	(xvii) Tube Material	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(xviii) ACC Make	
	(xix) Tube type	
	(xx) Type of condenser support	
1.13.00	Is this air cooled condenser running with steam turbine generator set	Yes/No
B.	CONDENSATE EXTRACTION PUMP	
1.00.00	Name Address and Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW/ TPD of Unit and no. of Units	
1.06.00	Starting Date of Work/Date or Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in successful operation for a minimum period of one (1) year	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Make / Model No.	
	(iv) Rated Flow (T/hr)	
	(v) Rated Head (kg/cm ² (abs)	
	(vi) Rated Speed (rpm)	
	(vii) KW Rating of Motor	
	(viii) No. CEP(s) per Unit	
	(ix) Pump Efficiency	
	(x) Type	
	- Vertical/Horizontal	
	- Cannister with double suction first stage impeller	
1.14.00	Are these CEPs running with Steam Turbine Generator Set	Yes/No

DEAERATOR

1.00.00	Name, Address and Telephone Number of manufacturer
1.01.00	Name of the Station and its Location

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW / TPD of Unit and no. of Units	
1.06.00	Starting Date of Work/Date of Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type of Deaerator	
	(a) Whether Direct Contact Type	Yes/No
	(b) Horizontal/Vertical	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(iv) Spray Type/Spray cum Tray Type	
	(v) Oxygen Level at Deaerator Outlet (cc/litre)	
	(vi) Feed Water Flow from Deaerator (T/hr)	
	(vii) Storage Capacity (Cu.m.)	
	(viii) Design Pressure [Kg/sq.cm(g)]	
	(ix) Make	
1.14.00	Is this Deaerator running with Steam Turbine Generator Set	Yes/No
D.	BOILER FEED PUMPS	
1.00.00	Name, Address and Telephone No. of manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW /TPD of Unit and No. of Units	
1.06.00	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.11.00	Date of Commencement of Successful Operation	
1.12.00	Brief Scope of Work	
1.13.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Make / Model No.	
	(iv) No. of BFP per Unit	
	(v) Rated Flow per Pump (T/hr)	
	(vi) Rated TDH kg/cm ² (abs)	
	(vii) Speed (rpm)	
	(viii) KW Rating of Motor	
	(ix) Pump Efficiency	
	(x) Head Developed per stage	
	(xi) Type	
	- Horizontal	
	- Centrifugal	

Signature of authorized signatory.....

- Multistage

S. No.	Item Description	Station-I
1.14.00	Are the BFPs running with Steam Turbine Generator Set	Yes/No
E.	GEAR BOX	
1.01.00	Name, Address, Telephone No. of manufacturer	
1.02.00	Name of the Station and its Location	
1.03.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.04.00	Name and Designation of the responsible person in Client's Organisation	
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW / TPD of Unit and No. of Units	
1.07.00	Starting Date of Work/ Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of	

Signature of authorized signatory.....

the System/Package/Equipments :

- (i) Designed by
- (ii) Manufactured by
- (iii) Make / Model No.
- (iv) Type
- (v) Service Factor

1.15.00	Whether the gear box is used to couple steam turbine to generator	Yes/No
---------	--	--------

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

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

Signature of authorized signatory.....

KAWAS WASTE TO ENERGY PLANT (2X350 TPD)
BIDDING DOCUMENT NO. CS-2600-001-9
(Details pertaining to technical qualification of the Sub-Vendor)

Bidder's Name and Address :

To
 Contracts & Materials,
 NTPC Limited.

Sub : Provenness Criteria for Civil Works

- (I) We declare that we/our Sub-vendor's/ Agency(ies) meet the Provenness Criteria stipulated at Clause No. 1.7.0 of Part-A, Sub-Section-IA of Section-VI of our own*/jointly with our Sub-Vendors as indicated below:

Ref. of QR	Clause 1.7.1/1.7.2	Clause 1.7.3
Whether Bidder meets the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No
** Whether Sub-vendor/Civil Construction Agency M/s..... meets part of the requirement	* Yes/No	* Yes/No

* Strike off whichever is not applicable.

** Add more agencies if proposed.

Signature of authorized signatory.....

(III) In order to satisfy the Qualifying Requirements stipulated at Clause No. 1.7.1/1.7.2 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **Earth Work in filling including cutting in rock**, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed earth work quantity for the reference contract ----- Cu.m/year	Asking rate of earth work for this contract ----- Cu.m/year	Remarks
				As per Contract	Actual			
1	2	3	4	5	6	7	8	9

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of Earth work in filling including cutting in rock executed during the one year period in the above contracts is enclosed at Annexure

ii) One Year means any continuous 12 months period within entire contract period.

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

- (IV) In order to satisfy the Qualifying Requirements stipulated at Clause No. 1.7.1/1.7.2 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **structural steel fabrication & erection works** related to industrial building with Electrically Operated Crane, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed fabrication** for the reference contract (MT/year)	Asking rate of fabrication for this contract (MT/year)	Remarks
				As per Contract	Actual			
2	3	4	5	6	7	8	9	1

- Note : i) Certificate from client(s) i.e. M/s regarding the quantum of structural steel fabrication & erection work executed during the one year period in the above contracts is enclosed at Annexure
- ii) One Year means any continuous 12 months period within entire contract period.

*Strike out whichever is not applicable.

** Fabrication can be at shop / factory or site.

Signature of authorized signatory.....

- (V) In order to satisfy the Qualifying Requirements stipulated at Clause No. 1.7.1/1.7.2 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed **RCC works including machine foundations** related to industrial building with Electrically Operated Crane, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works				Actually executed RCC for the reference contract (Cu.m / year)	Asking rate of RCC for this contract (Cum/year)	Remarks
				As per Contract		Actual				
				-----		-----				
				start	Finish	Start	Finish			
2	3	4	5	6	7	8	9	10	11	-1

- Note :
- i) Certificate from client(s) i.e. M/s regarding the quantum of RCC works including machine foundations executed during the one year period in the above contracts is enclosed at Annexure
 - ii) One Year means any continuous 12 months period within entire contract period.

***Strike out whichever is not applicable**

Signature of authorized signatory.....

(VIII) In order to satisfy the Qualifying Requirements stipulated at Clause No. 1.7.1/1.7.2 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to **Water retaining structures**, as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works		Actually executed work for the reference contract			Asking rate of work for this contract			Remarks
				As per contract	Actual	RCC (Cu. m/Yr)	Fab. (MT/ Year)	Erec- tion (MT/ Yr.)	RCC (Cu.m/ Yr)	Fab. (MT/ Year)	Erec- tion (MT/ Yr.)	
1	2	3	4	5	6	7	8	9	10	11	12	13

Note : i) Certificate from client(s) i.e. M/s regarding the quantum of civil & structural work related to Water retaining structures executed during the one year period in the above contracts is enclosed at Annexure

ii) One Year means any continuous 12 months period within entire contract period

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

(IX) In order to satisfy the Qualifying Requirements stipulated at Clause No. 1.7.3 of Sub-Section-IA, Part-A of section-VI, we declare that *We/our Sub-Vendors *M/s. have executed civil and structural works related to **Chimney/Stack of minimum 80% of required height height** , as per details given below:

Sl. No.	Name of contracts	Name & Address of Client	Ref. No. and date of Award of Contract	Date of completion of works				Height of Chimney (m)	Whether own Slip from equipment	Remarks
				As per Contract		Actual				
				-----		-----				
				start	Finish	Start	Finish			
1	2	3	4	5	6	7	8	9	10	11

Note : i) Certificate from client(s) i.e. M/s regarding civil / structural steel work related to Chimney/Stack executed in the above contracts is enclosed at Annexure

***Strike out whichever is not applicable.**

Signature of authorized signatory.....

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(List of Special Maintenance Tools & Tackles)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
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 shall be included in the lumpsum bid price. We further confirm that the list of Special Maintenance tools & tackles includes all the items specifically mentioned in scope of supply & services covered in Section-VI, Technical Specification of Bidding Document.

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.
-------	-----------------------------	-----------------------------------	------	------

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Details of Proposed Sub-contractors/Sub-Vendors)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
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

--				

-
- 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-Contractor / Sub-vendors so as to confirm their participation.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Declared Deviations)

Bidder's Name and Address :

To
NTPC Limited, Contracts & Materials
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

The following are the deviations and variations from and exceptions to the specification and bidding documents for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** at **KAWAS GAS POWER STATION**. These deviations and variations stated in this Attachment-6 to our bid are exhaustive. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and condition of bidding documents. Further, we agree that additional conditions, clarifications, variations, deviations, if any, found in the 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/ Variations/Exceptions
--------------------------	------------	----------	---

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Designation).....

Place : (Printed Name).....

Note : 1) Bidders to use format as enclosed with this attachment.
2) Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

**(Information Relating to Alternative Bid to be submitted along
with Techno-Commercial Bid)**

Bidder's Name and Address :

To
NTPC Limited, Contracts & Materials
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24, Noida-201301

BIDDER TO USE THEIR OWN PROFORMA FOR FURNISHING THE REQUIRED
INFORMATION WITH THE BID FOR THE ALTERNATIVE BID PROPOSED BY HIM,

Date : (Designation).....

Place : (Printed Name).....

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Declaration regarding Functional Guarantees)

SHALL BE SUBMITTED ALONGWITH STAGE-II (PRICE) BID

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(List of Erection Tools & Equipment and Safety Equipment)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

- A. We indicate herein below the erection tools & equipment, we have in our possession and the tools & equipment we propose to bring to the site under the package, in case the contract is awarded to us.

Sl. No.	Type and Description of the Equipment	Minimum Quantity of Major TPP to be deployed	Number the Bidder has in possession	Number the Bidder proposes to bring to the Site	
(1)		(2)	(3)	(4)	(5)

TO BE ENCLOSED AS PER TECHNICAL SPECIFICATION

- B. We confirm having read the Provisions of Appendix-1 to Form of Contract Agreement, Section-VII (Part 3 of 3) of Bidding Documents and Technical Specifications. In this regard, we confirm that the following minimum suggestive Safety Equipments & Safety Personal Protective Equipments shall be brought to site:

S. No.	Minimum Suggested List of Safety Equipment and Safety Personal Protective Equipment	Minimum Quantity
1.	Safety Net (Conforming IS 11057:1984) Safety Net (Net Size: 10m x 5m, Mesh Size: 25 mm, Mesh Rope: 2mm double cord, Border/Tie Cord: 12mm diameter polypropylene rope (tested as per IS: 5175). Two metres length shall be provided at all four corners.	25 Nos.
2.	Fall Arrestor 'Rope grab fall arrestor' & anchorage line. Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope. Rope Grab fall arrestor: Openable & Guided type Fall Arrestor (on flexible line) conforming EN 353-2 & works on 14-16 mm diameter polyamide rope. material: Nickel Chrome plated Steel Connector: Karbiner conforming to EN 362 (Minimum Strength 22 KN), material: Steel	30 Nos. of 'Rope Grab Fall arrestor' and Karbiner each. 10 Nos. of anchorage line, each 30 metre long.
3.	Horizontal life line Stainless Steel Wire rope of 8mm diameter. Minimum six nos. of steel U-bolt clips are required for clamping each wire rope to a rigid support (03 nos. of U-bolt clips at each end).	20 Nos. of wire rope, each 40 metre long.
4.	Ladders on column The minimum design live load on metallic ladder shall be a single concentrated load of 100 kilo grams. All rungs shall have a minimum diameter of 1.90 centimeters, and minimum clear length of rungs shall be 40.6 centimeters. The distance between rungs shall not exceed 30.5 centimeters. Each ladder shall have maximum height of 9.0 metre. The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.	cumulative length of ladders is 100 metres
5.	Safety PPEs (Industrial Safety helmet & Industrial Safety Shoes) Industrial Safety Helmet (IS:2925-1984 marked). Industrial Safety/Electrical Shoes (IS:15298-2002 marked). Full body Safety Harness (conforming IS:3521)	100 nos. 100 nos. 30 nos.

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 we agree to bring more tools & plant, if required for meeting the work schedule and if so warranted, in the opinion of the Project Manager. Our proposed construction/erection tools & plant utilisation plan indicating utilisation dates and time duration of all major erection and construction tools & plant placed on site, is enclosed at Annexure..... to this Attachment.

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Commissioning/Start-up Spares)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

We indicate herein below the list of Commissioning / Start-up Spares for EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR KAWAS GAS POWER STATION.

Sl. No.	Item Description	Unit	Quantity
---------	------------------	------	----------

We note that the above list is subject to your approval and we shall ensure the availability of the required quantity of commissioning spares as approved by you without any additional cost to you before start-up/initial operation.

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Technical Data Sheet)

Bidder is required to fill in the Technical Data as per the PART-G, TECHNICAL SPECIFICATION, SECTION-VI and submit the same alongwith bid as Attachment-10.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Information regarding Quality Assurance Programme)**

Bidder's Name and Address :

To
NTPC Limited,
Contracts & Materials,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

We hereby provide the necessary information on Quality Assurance Program containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the subject Contract for EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR KAWAS GAS POWER STATION.

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(Additional Information included with the proposal)**

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24,
Noida-201301

Dear Sirs,

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

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Milestone Schedule)

Bidder's Name and Address :

To
Contracts & Materials,
NTPC Limited,
6th Floor, Engg. Office Complex,
Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

We declare that following program for KAWAS GAS POWER STATION shall be followed by us in furnishing, erecting, testing, commissioning and completion of facilities and FOR site delivery of all mandatory spares covered under the package shall be followed by us.

S. No.	Activity/ Description of Milestones	Duration in Months from NOA	
		Start	Finish
1.	Soil Investigation	0	1
2.	Site mobilization and preparatory works	1	2
3.	Site Leveling	2	3
4.	Detailed Engineering & Approval	1	12
5.	Foundation and Civil works	6	15
6.	Delivery of main equipment (Grate, Reactor, Bag filter, Pressure Parts etc.,)	9	18
7.	Installation of main equipment	10	20
8.	Other Misc. Civil works	-	24
9.	Commissioning (cold & hot)	25	28
10.	Trial Run	28	29
11.	Completion of facilities	29	30

Note:

1. "Start" in each activity means next day after the lapse of duration given from NOA, however, in case of "Start=0" the start date will be the date of NOA.
2. "Finish" means last day of completion of the period of particular activity.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9
(ELECTRONIC FUND TRANSFER)**

Bidder's Name and Address :

To
Contracts & Materials
NTPC Limited, 6th Floor,
Engg.Office Complex,
Plot No. A-8A, Sector-21,
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)

[illegible]

(E) BRANCH CODE

[illegible]

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

[illegible]

(G) IFSC Code OF THE BANK BRANCH

[illegible]

(H) BANK ACCOUNT NUMBER

[illegible]

(I) BANK ACCOUNT TYPE (TICK ONE)

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

IF OTHERS, SPECIFY

[illegible]

5. PERMANENT ACCOUNT NUMBER (PAN)

[illegible]

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

[illegible]

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)

Authorization No. :

Name:

OFFICIAL STAMP

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

INTEGRITY PACT

**Bidder to furnish INTEGRITY PACT in line with
ITB Clause 36 in a separately sealed envelope**

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD)
AT
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

(INTEGRITY PACT)

Between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")

and

..... (hereinafter referred to as "The Bidder/Contractor ")

and

..... (hereinafter referred to as "JV Partner/ Consortium Members"
(if applicable))

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) AT KAWAS GAS POWER STATION** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2 Commitments and Undertakings by the Bidder/Contractor

- 1 The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.



3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

- 1 The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
- 3 The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
- 4 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer
- 6 The Monitor will submit a written report to CMD of the Employer or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of NTPC Board.
- 8 If the Monitor has reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section 9 Miscellaneous Provisions

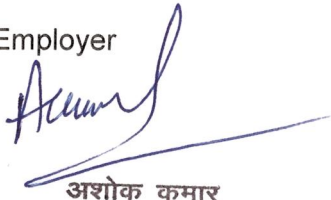
- 1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.



2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership / Consortium / Associate, this agreement must be signed by all the partners of JV / Consortium Partners / Associate as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....2019.

Employer



अशोक कुमार
ASHOK KUMAR
अपर महाप्रबन्धक (संविदा सेवायें)
Additional General Manager (Contract Services)
एन टी पी सी लिमिटेड/NTPC LIMITED
EOC, A-8A, Sector-24, Noida-201 301

Bidder/ Contractor

Joint Venture Partner(s)/
Consortium member(s)
(As Applicable)

Not Applicable

Witness

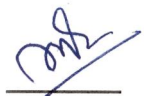
1.


(VIBHAV RASTOGI)

2.

Witness

1.


(MOHIT MISHRA)

2.

Witness

1.

2.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

Bidder's Name and Address :

To
NTPC Limited,
Contracts & Materials,
6th Floor, Engg. Office Complex,
Plot No. A-8A, Sector-24, Noida-201301.

Dear Sirs,

Check List of documents to be submitted for Techno-Commercial Bid

Sl.	Details of Checks No.	Enclosed : Yes / No
1.	BID FORM (TECHNO-COMMERCIAL BID)	.....
2.	ATTACHMENT-1 (IN A SEPARATELY SEALED ENVELOPE)	.....
3.	ATTACHMENT-2 (IN A SEPARATELY SEALED ENVELOPE)	.....
4.	ATTACHMENT-3 & ITS ATTACHMENTS (INCLUDING QR DETAILS & DJU, IF APPLICABLE)	.....
5.	ATTACHMENT-4	.....
6.	ATTACHMENT-5	.....
7.	ATTACHMENT-6	.....
8.	ATTACHMENT-7	.....
9.	ATTACHMENT-8	.....
10.	ATTACHMENT-9 & 9A	.....
11.	ATTACHMENT-10	.....
12.	ATTACHMENT-11	.....
13.	ATTACHMENT-12	.....
14.	ATTACHMENT-13	.....
15.	ATTACHMENT-14	.....
16.	ATTACHMENT-15	.....

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION - VII (BOOK 2 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION – VII

(BOOK 2 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

(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	
1a.	<u>Section-VII (Part 1 of 3)</u> Bid Form (Techno-Commercial Bid) & Attachments	
1b.	<u>Section-VII (Part 2 of 3)</u> Bid Form (Price Bid) & Attachments along with Price Schedules	
	<u>Section-VII (Part 3 of 3)</u>	
2.	Bid Security Form - Bank Guarantee	
2(a)	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture	-(NOT APPLICABLE)
2(b)	Bid Security Form - Letter of Credit	
3(a)	Form of Notification by the Employer to the Bidder	
3(b)	Form of Sight Draft	
4.	Forms 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	-(NOT APPLICABLE)
7(i)	Bank Guarantee Form for Advance Payment (for Supply CIF/Ex-Works)	
7(ii)	Bank Guarantee Form for Advance Payment (for Installation Services)	
7(iii)	Bank Guarantee Form for Advance Payment in case of Contract awarded to Joint Venture	-(NOT APPLICABLE)
8.	Form of Completion Certificate	
9.	Form of Operational Acceptance Certificate	
10.	Form of Trust Receipt	
11.	Forms of Indemnity Bond (2 Nos.)	
12.	Form of Authorisation Letter	
13.	Form 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 Lists
17. Form of Extension of Bank Guarantee
18. Form of Indemnity Bond for Removal/Disposal of Surplus Material
19. Form of security against O&M charges/period

1B. BID FORM AND ATTACHMENTS
STAGE-II: PRICE BID

BID FORM (STAGE-II: PRICE BID)

Ref No.:

Date:

IFB No. : 40088007

**Name of Package : EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)
AT KAWAS GAS POWER STATION; BIDDING DOCUMENT NO. CS-
2600-001-9**

To
NTPC Limited,
Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar,
State of U.P., India

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. **CS-2600-001-9**, including 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 Package in full conformity with the said Bidding Documents for the sum (excluding all taxes & duties indicated by us in Schedule-6) as mentioned in Output Preview of Main Screen of Bid Invitation at NTPC e-tender website or such other sums as may be determined in accordance with the terms and conditions of the Contract.

1.1 We further understand that discount letter, if any, separately uploaded online or submitted in physical form or indicated at location other than Condition field of General Data/Item Data in Main Screen of Bid Invitation shall not be considered for the purpose of evaluation.

2.0 Attachments to the Bid form Stage-II (Price) Bid :

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

(a) (a) **Attachment 1P:** Extension of Bid Security in the form of _____
(Please fill in the alternative chosen) for a sum of

____ (amount in words & figures) valid for a period of 225 days from the date set for opening of Stage-II: Price bids. As required, the Attachment-1A has been furnished in a separate sealed envelope.

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

- (c) **Attachment 3P:** Declaration regarding Import content
- (d) **Attachment-4P:** Custom Duty Benefits for Import for Construction Equipment
- (e) **Attachment 5P:** Functional Guarantees
- (f) **Attachment 6P:** Price Adjustment Data
- (g) **Attachment 7P:** Price components alongwith their break-up of alternative bids.
- (h) **Attachment 8P:** Guaranteed Declaration for Alternative Bid.
- (i) **Attachment 9P:** Check list of documents to be submitted in price bid.

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
Schedule No. 2	Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment.
Schedule No. 3	Installation Services including Erection Works, Insurance covers other than inland transit insurance and other services as specified in the Bidding Documents
Schedule No. 4	Grand Summary (Schedules Nos. 1 to 3)
Schedule No. 5	Recommended Spare Parts
Schedule No. 6	Goods and Services Tax (GST), applicable on Schedules - 1, 2 & 3, not included in bid price.
Schedule No. 7	Break-up of Type Tests charges quoted in Schedule-1
Schedule No. 8	Schedule of Takeout Price
Schedule No. 9	Schedule of Unit Rates
Schedule No. 10	Schedule of Alternatives

- 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 Schedule 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 is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. 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 Grand TOTAL as mentioned in Main screen Bid Invitation at NTPC e-tender site 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 or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.
- 4.1 We further understand that notwithstanding 4.0 above, you shall bear and pay/reimburse to us Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country specified in Price Schedule No. 1 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule No. 5, when awarded) to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 2 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule No. 5, when awarded) and (c) Installation Services including Erection, Civil & Allied Works and other services specified in Price Schedule No. 3.

We confirm that all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 1, 2 & 3 and on the materials used for civil construction works and erection & commissioning shall be to our account and no separate claim in this regard will be entertained by you.

4.2 We further understand that 100% of applicable Taxes and Duties which are payable by you under the Contract shall be paid / reimbursed to the us upon receipt of equipment / spares / services and on production of satisfactory documentary evidence by us. However, GST as applicable on Advance sanctioned to us shall be paid to us alongwith the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon supply of goods/services, based on the value of the respective goods/services.

4.3 We confirm that we shall get registered as per relevant GST laws. Further, we hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting. We agree to furnish any other information as a proof of the above to your satisfaction as and when required.

4.4 **Income Tax**

We hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting.

5.0 **Compliance to the provisions of the Bidding Documents**

5.1 We have read all the provisions of the Bidding Documents 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 the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata found anywhere in our Techno-commercial Bid and Price Bid by accepting the following attribute in General Data of Process/Display Bid screen at NTPC e-tender site:

"DO YOU CERTIFY COMPLIANCE TO ALL PROVISIONS OF BID DOC?"

Acceptance of above attribute shall be considered as our confirmation that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendments(s)/ Clarification(s)/ Addenda/Errata (if any) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid security shall be forfeited.

5.2 We further declare that additional conditions, variations, deviations, if any, found in the Price Bid, save those pertaining to any rebates offered, shall not be given effect to.

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 Tests within the time specified in the Bidding Documents.

- 7.0 If our bid is accepted, we undertake to provide an Advance Payment Security, Contract Performance Securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 7.1 We further declare that provisions with regard to additional advance payment against supply / installation services portion, if requested by us, shall also be complied with.
- 8.0 We agree to abide by this bid (Price bid) for a **period 180 days** from the date of opening of Price bids as stipulated in the Bidding Documents and they shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Techno - Commercial Bid (Stage-I) including this Price Bid (Stage-II) shall remain valid and open for acceptance for One Hundred Eighty (180) days from date of Bid Opening of this Price Bid (Stage-II). 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.
- 9.0 Until a formal Contract is prepared and executed between us, both bids (Techno-commercial and Price Bid) together with your written acceptance thereof in the form of your **Notification of Award** shall constitute a binding contract between us.
- 10.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 11.0 We confirm that the cost of Special Tools & Tackles furnished by us in Attachment-4 of our Techno-Commercial Bid is included in the lumpsum price quoted in this Price Bid.
- 12.0 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._____.20_____

Thanking you, we remain,

Yours faithfully,

Date : _____

Place : _____

(authorised signatory Name).

(Designation)

Business Address : _____

Fax No. : _____

Phone No. : _____

Email:

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD)
FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

EXTENSION OF BID SECURITY

**Bidder to furnish Extension of Bid Security in line with
ITB Clause 12 and as per format given
at Sl. No. 2 of Section VII (Forms & Procedures)**

(SUBMITTED IN PHYSICAL FORM)

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD)
FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

POWER OF ATTORNEY

**BIDDER TO SUBMIT POWER OF ATTORNEY
IN ACCORDANCE WITH CLAUSE 8.1.2 OF ITB**

(SUBMITTED IN PHYSICAL FORM)

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION
BIDDING DOCUMENT NO. CS-2600-001-9**

(Declaration regarding Import Content included in our Price bid)

We confirm that the value of Import content in Ex-works price, quoted in Schedule-1 by us, is not more than 30% of the total Supply value quoted by us in Price Schedule-1. The percentage of Import content in Ex-works price is _____ and the details of Import Content included in our bid prices are as follows:

Sl. No.	Description of item to be supplied	Quantity	Value in INR (included in our bid price)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
	Total		

These details are furnished for the purpose of issuance of Essentially Certificate as per ITB Clause 10.6.1. We further confirm that we shall be solely responsible for availing such benefits and benefits shall be restricted to the value indicated above.

Date : (Designation).....

Place : (Printed Name).....

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

**(Declaration regarding Customs Duty Benefits for
Import of Construction Equipment)**

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 Custom 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 including its sub-contractor(s) of the Bidder.

.....

.....

(* 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-1P.

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

Sl. No.	To be imported by	Description of item to be imported	Quantity
------------	-------------------	---------------------------------------	----------

a. Bidder

b. Sub-contractor(s)

.....

4. We confirm that the Construction Equipment being imported as per 'B' above shall be deployed at the Project Site for the purpose of execution of Package as per bidding document no. **CS-2600-001-9**.

Date : (Signature).....

Place : (Printed Name).....

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

**BIDDING DOCUMENT NO. CS-2600-001-9
(Guarantee Declaration)**

Bidder's Name and Address: To
Contracts & Materials
NTPC Limited, Engineering Office
A-8A, Sector-24, Noida - 201301

Dear Sirs,

We declare that the ratings and performance figures of the equipment furnished by us under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed parameters, you may at your discretion accept the equipment/system or reject the equipment/system and recover the payments already made.

S.N	Guaranteed Parameters	Guarantee Value
(i)	Unit heat rate guaranteed for plant under conditions specified in Sub-Section-IV, Part-A of Section- VI of Bidding Documents	<u>Indicated in Attribute field of General data of display bid screen at NTPC e-tender web site</u> kcal/kwhr
(ii)	Auxiliary Power Consumption at Load Point D in the Firing Diagram (LPD). (as specified in Sub-Section-IV, Part-A of Section-VI of Bidding Documents)	_____ kW
(iii)	Annual operational availability of the unit for whole range defined by the Firing diagram (LP D – 1 – 2 – 3 – 4 – 5 – D) with 10 % margin on waste throughput and thermal load. (as specified in Sub-Section-IV, Part-A of Section-VI of Bidding Documents)	_____ hrs

* Strike off whichever is not applicable

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

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

(Price Adjustment Data)

Bidder's Name and Address :

To
NTPC Limited, Contracts &
Materials 6th Floor, Engg. Office
Complex, Plot A-8A, Sector-24,
Noida-201301
Noida-201301.

Dear Sirs,

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

A. Ex-Works Equipment price component (including Spares but excluding Type Test Charges):

Sl. No.	Item	Value of Co-efficient	Name of Published to Index and Opening its origin	Value of Indices as on 30 days prior date set for of Stage-II (Price) Bid.
Material				
1.	*.....	a =		
2.	*.....	b =		
3.	*.....	c =		
	Labour	I =		
	Fixed Compoment	F = 0.15		

* To be specified by the Bidder.

- Sum of all material co-efficients (a+b+c) indicated above shall be between 0.50 to 0.60.
- The labour coefficient "I" shall be between 0.25 to 0.35.
- Sum of all material coefficients and labour coefficients shall be 0.85.
- Sum of F, a, b, c & I should be equal to 1.0.

B. Erection Price Component

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.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on No. seven (7) days prior to date of opening of bids of Stage-II (Price bid)
Material				
1.	Material (excluding cement & steel) (M)	m = 0.15	Index no. of wholesale Price under group "All Commodities" as published by Ministry of Commerce and Industry, GOI	.....
2.	High Speed Diesel (D)	d = 0.05	Price of high speed diesel oil per litre at the Indian Oil Corp outlet nearest to the project (selling price inclusive of taxes & duties, if any)	.....
3.	Steel (S)	s = 0.25	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.	.....
4.	Cement (C)	c = 0.10	Index for "Pozzolana Cement" under sub-group of "Manufacture of cement, lime and plaster" under Group of "Manufacture of other Non-Metallic Mineral Products" as	.....

Ministry published by of
Commerce and Industry, GOI.

- | | | | |
|----|-----------------|-----------|---|
| 5. | Labour (L) | Lb = 0.25 | Consumer Price Index
Number for Industrial
Workers (All India Average)
as published by Labour
Bureau, Shimla/RBI |
| 6. | Labour (W) | Lb = 0.25 | 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 |
| 7. | Fixed Component | F = 0.20 | |
-

D. Structural Works Price Component:

Sl.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on No. seven (7) days prior to date of opening of bids of Stage-II (Price bid)
Material:				
1.	Hot Rolled Coils & Sheets (A)	a=0.50	Index for "Hot Rolled (HR) Coils & Sheets, including Narrow Strip" under sub-group of "Mild Steel -Flat Products" under Group of "Manufacture of Basic Metals" as published by Ministry of Commerce and Industry, GOI	
2.	Manufacture of fabricated Metal Products-Structural Metal Product (B)	b=0.15	Index for "Manufacture of structural metal products" under Group of "Manufacture of Fabricated metal products, except Machinery and Equipment" as published by Ministry of Commerce and Industry, GOI	
3.	Labour (L)	Lb = 0.15	Consumer Price Index	

Number for Industrial
Workers (All India Average)
as published by Labour
Bureau, Shimla/RBI

4. Labour (W) $L_b = 0.15$ 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

4. Fixed Component : $F_s = 0.20$

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

Note: Continuation sheets of like size & format shall be used, if required.

Date : (Designation)

Place : (Printed Name)

Note: Bidders shall note that it is mandatory to furnish the values of various coefficients and name, source & origin of the published indices in this Attachment to Price Bid. Bidders are also required to mention whether the indices are monthly average, weekly average or as applicable.

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

(Price Relating to Alternative Bid)

Bidder's Name and Address :

To
NTPC Limited,
Contracts
6th Floor, Engg. Office Complex, Plot A-
8A, Sector-24,
Noida-201301

BIDDER TO USE THEIR OWN PROFORMA FOR FURNISHING THE REQUIRED INFORMATION WITH
THE BID FOR THE AERNATIVE BID PROPOSED BY HIM,

Date : (Designation)

Place : (Printed Name)

Note : Continuation sheets of like size and format may be used as per Bidders

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

(Guaranteed Declaration for Alternative Bid)

Bidder's Name and Address :

To
NTPC Limited,
ContractsI
6th Floor, Engg. Office Complex, Plot A-
8A, Sector-24,
Noida-201301

We declare that the ratings, capacities and performance figures of the equipments furnished by us under the alternative offer for the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, as established after conducting the guarantee tests, you may at your discretion accept the equipment/system after assessing the liquidated damages as specified in Sub-Section-VI, Section-VI (Technical Specifications) of the Bidding Documents, or reject the equipment/system and recover payments already made.

S.No. Guaranteed Parameters

Guaranteed Figures

Note : * Bidder to strike off whichever is not applicable.

Date : (Designation)

Place : (Printed Name)

Note : Continuation sheets of like size and format may be used as per Bidders

**EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2x350 TPD) FOR
KAWAS GAS POWER STATION**

BIDDING DOCUMENT NO. CS-2600-001-9

CHECK LIST OF DOCUMENTS FOR STAGE-II: PRICE BID

Sl. No.	Details of Checks	Enclosed: Yes/No.
1.	PRICE BID FORM	
2.	ATTACHMENT-1P	
3.	ATTACHMENT-2P	
4.	ATTACHMENT-3P	
5.	ATTACHMENT-4P	
6.	ATTACHMENT-5P	
7.	ATTACHMENT-6P	
8.	ATTACHMENT-7P	
9.	ATTACHMENT-8P	
10.	ATTACHMENT-9P	
11.	All Price schedules	

Date : (Designation).....

Place : (Printed Name).....

PRICE SCHEDULES
(Uploaded in C-Folder as separate Excel File)

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION – VII

(BOOK 3 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

EPC PACKAGE FOR

WASTE TO ENERGY PROJECT (2x350 TPD)

AT

KAWAS GAS POWER STATION

SECTION – VII

(BOOK 3 OF 3)

BIDDING DOCUMENT NO. : CS-2600-001-9

(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	
1a.	<u>Section-VII (Part 1 of 3)</u> Bid Form (Techno-Commercial Bid) & Attachments	
1b.	<u>Section-VII (Part 2 of 3)</u> Bid Form (Price Bid) & Attachments along with Price Schedules	
	<u>Section-VII (Part 3 of 3)</u>	
2.	Bid Security Form - Bank Guarantee	
2(a)	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture	-(NOT APPLICABLE)
2(b)	Bid Security Form - Letter of Credit	
3(a)	Form of Notification by the Employer to the Bidder	
3(b)	Form of Sight Draft	
4.	Forms 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	-(NOT APPLICABLE)
7(i)	Bank Guarantee Form for Advance Payment (for Supply CIF/Ex-Works)	
7(ii)	Bank Guarantee Form for Advance Payment (for Installation Services)	
7(iii)	Bank Guarantee Form for Advance Payment in case of Contract awarded to Joint Venture	-(NOT APPLICABLE)
8.	Form of Completion Certificate	
9.	Form of Operational Acceptance Certificate	
10.	Form of Trust Receipt	
11.	Forms of Indemnity Bond (2 Nos.)	

12. Form of Authorisation Letter
13. Form 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 Lists
17. Form of Extension of Bank Guarantee
18. Form of Indemnity Bond for Removal/Disposal of Surplus Material
19. Form of security against O&M charges/period

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:

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.....(#).....guarantee and undertake to pay immediately on demand by.....*[Name of the Employer]*..... (hereinafter called 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 *[Bidder'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.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(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.

3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be quoted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

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.

5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC//CSBG/01 dated 03.09.14 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached with Section-V of Bidding Document.

2a. Bid Security Form

(IN CASE OF BID FROM JOINT VENTURE)

- NOT APPLICABLE -

FORM No. 2 (b)

BID SECURITY - LETTER OF CREDIT

L/C ISSUING BANK NAME & ADDRESS

IRREVOCABLE STANDBY CREDIT NUMBER & DATE:

Beneficiary:

To:

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 3 of 3) 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 3 of 3) 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, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110 001, for credit of amount to Account Number : 10813608669 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-8004-103A-9 for(package name).
6. This credit is subject to the Uniform Customs and practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication Number 600.
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)

@ 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**

(This form shall apply mutatis-mutandis for both First Contract and Second Contract)

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/other
prospective bidder(s). (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 for Main Equipment	.....
(ii)	Ex-manufacturing works/place of despatch price for Mandatory Spares	.....
(iii)	Type test charges	.....
	TOTAL (i + ii + iii)	.....
	(..... (Specify the total amount in words)))	

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 conducting 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/other
prospective bidder(s). (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
including port clearance, port handling and port charges
(Delete if not applicable) for Main Equipment
- (ii) Inland transportation and inland transit insurance charges
including port clearance, port handling and port charges
(Delete if not applicable) for Mandatory Spares
- (iii) Unloading and handling at site,
storage, erection, insurance covers other than inland transit insurance, testing, commissioning and conducting guarantee tests and all other services as per contract document.

TOTAL (i + ii + iii)

(.....(**Specify the total amount in words**).....)

- 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.

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
Documents | 1.1 | <p>Contract Documents (Reference GCC Clause 2)</p> <p>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:</p> <ul style="list-style-type: none">(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)(h) Integrity Pact (IP) signed between the Employer and the Bidder / Contractor |
| | 1.2 | <p>Order of Precedence (Reference GCC Clause 2)</p> <p>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.</p> |
| | 1.3 | <p>Definitions (Reference GCC Clause 1)</p> <p>Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.</p> |

**Article 2.
Contract Price
and Terms of
Payment**

- 2.1 **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 Date
for Determining
Time for Completion**

- 3.1 **Effective Date** (Reference GCC Clause 1)
The Time for 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 Security;
 - (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 contract 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 Section on 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 and Type Test Charges) quoted on Ex-works (India) basis:

In respect of Plant and Equipment (excluding Mandatory Spares and Type Test charges) supplied from within the Employer's country the following payment shall be made:

For Ex-works Price component of Plant and Equipment (excluding Mandatory Spares and Type Test Charges) :

- (I) **Ten percent (15%)** of the total Ex-works price component of Contract Price 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 plus GST as applicable on the advance payment to be paid to the contractor, 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 by the Main Contractor of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts all initially valid upto ninety (90) days after the end of Defects Liability Period of all equipment covered under Contract. However, in case of delay in Defect Liability Period, the validity of this Bank Guarantee shall be extended by the period of such delay. 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 Associate/Collaborator forms part of the Contract then submission of an unconditional Bank guarantee from such Associate/Collaborator towards faithful performance of the Deed of Joint Undertaking for an amount specified in the deed and initially valid upto ninety (90) days after the end of Defect Liability Period of all equipment covered under the Contract.

However, in case of delay in Defect Liability Period, the validity of this Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee(s) shall be as enclosed in Section-VII.

- (v) Submission of a detailed PERT Network (L2) based on the Time 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 Contract Price 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 Goods Receipt/RR) and Material Despatch Clearance Certificate (MDCC) issued by the Employer's Corporate QA & I representative.
- (III) Fifteen percent (15%)** of Ex-Works price component of Contract Price of 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 having received and stored the equipment at site.
- (IV) Five Percent (5%)** of Ex-Works Price Component of the Contract Price on **Completion of the Facilities including all associated auxiliaries and ancillary works** and issue of Completion Certificate by the Project Manager.
- (V) Five Percent (5%)** of Ex-Works price component of the Contract Price on Successful **Completion of Guarantee Tests** and issuance of Operational Acceptance Certificate by the Project Manager.

Note: (i) The basis for the pro-rata payment at (II) and (III) above shall be mutually discussed and agreed upon.

The Billing Break Up shall be generally on item rate basis. However, for the items which are generally supplied and billed on weight (tonnage) basis, the Billing Break-Up may be considered on weight (tonnage) basis.

(ii) In case, Installation Price (Excluding Civil/Structural works price) is less than **15%** of the total Ex-works Price of Main Equipment, the amount by which it is lower shall be retained from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.

(iii) In case the Civil Works Price (including Site Fabricated Structural works price) is less than **20%** of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager.

(iv) In case O&M charges is less than 5% of the total Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract Price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of O&M period and its certification by the Project Manager.

B. Schedule 1 and 5 : Payment Terms for Recommended Spares (When ordered) on Ex-Works (India) basis

The Ex-works price component of spares to be supplied within the Employer's country shall be paid as under :-

- (i) **Seventy five percent (75%)** of Ex-works price component of the spares to be paid on pro-rata basis: upon dispatch to site and against invoices and shipping documents along with Material Despatch Clearance Certificate (MDCC) issued by the Employer's QA&I representative.
- (ii) **Twenty five percent (25%)** of Ex-works price component of the spares to be paid on pro-rata basis: on receipt and storage at site and on physical verifications & certification by the Project Manager for the spares received and stored at site.

C. Schedule No. 2 : Local Transportation

All Plant and Equipment and recommended spares (if ordered)

One hundred Percent (100%) Local Transportation (including inland insurance charges) for the equipment covered in Schedule - 1 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) 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.

D. Schedule No. 3 : Installation Services excluding Civil and Structural Works Portion

The Installation Services component shall be paid as under:

- (I)(A) Five Percent (5%) of the total installation services component of the Contract Price will be paid to the Contractor as interest bearing advance payment on:
- (i) Acceptance of Notification of Award and Signing of Contract Agreement.
 - (ii) Establishing their office at site in preparatory to commencement of Installation.
 - (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to One Hundred Ten Percent (110%) of Advance Amount plus GST as applicable on the advance payment to be paid to the contractor, 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. The proforma of Bank Guarantee-7(ii) Bank Guarantee Form for Advance Payment (Installation Services), is enclosed in Part 3 of 3, Section-VII.
 - (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts all initially valid upto ninety (90) days after the end of Defects Liability Period of all equipment covered under Contract. However, in case of delay in Defect Liability Period, the validity of this Bank Guarantee shall be extended by the period of such delay. 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 Associate form part of the Contract, then submission of unconditional Bank Guarantee from such Associate towards faithful performance of the Deed of Joint Undertaking for amount specified in the respective Deed of Joint Undertaking and valid upto ninety (90) days after the end of Defects Liability Period of all the equipment covered under the contract. However, in case of delay in Defect Liability Period, the validity of this Bank Guarantee shall be extended by the period of such delay. 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.
- (vii) Advance payment for Installation services/ structural/ Civil works price components shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety personal Protective equipments as per minimum quantity specified in the Bidding Documents.

In case the Contractor decides not to take advance payment, the first progressive payment for installation services/structural/civil works price component shall be released after certification of Engineer-in-Charge that the contractor has brought to site the Safety equipments & Safety personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

- (B) Further, Five Percent (5%) of the total installation services component of the Contract Price will be paid to the Contractor as **interest bearing** advance payment on:
 - (i) Fulfilment of conditions as mentioned at D(I)(A)(i) to (vii) above.
 - (ii) T&P Mobilisation as identified alongwith PERT network for start of Erection and Certification thereof by the Engineer-In-Charge.
 - (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to One Hundred Ten Percent (110%) of Advance Amount plus GST as applicable on the advance payment to be paid to the contractor, which shall be initially kept valid upto ninety (90) days, beyond the schedule date for successful 'Completion of the Facilities' under the Package.
- (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 D(III) of Appendix-1, Part 3 of 3, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @ **12.20%** 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 (i.e. in the progressive payment indicated at D (III) below.

- (III) **Eighty Percent (80%)** of the Erection Portion of installation Services component of contract price will be made on pro-rata basis against progressive erection of the equipment on certification by the Project Manager for the quantum of work completed and by the Project Manager's field quality assurance & surveillance representative for the successful completion of quality check points involved in the quantum of work billed.
- (IV) **Five Percent (5%)** of total Installation Services Component of Contract Price (excluding Civil and Structural Works) **on Completion of the Facilities including all associated auxiliaries and ancillary works** and issue of Completion Certificate by the Project Manager.
- (V) **Five Percent (5%)** of total installation Services Component of Contract Price (excluding Civil and Structural Works) **on successful completion of guarantee Tests** and issue of Operational Acceptance Certificate by the Project Manager.

Note: (i) The basis of the prorata payment at Sl. No. III above shall be Billing break-up, to be submitted by the Contractor and subject to approval by the Employer.

(ii) In case the Installation Price (excluding Civil/Structural works price) is more than **20%** of the cumulative total of Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.

F. **Schedule No. 4 : Civil Works**

The Civil Works Price Component of the Contract Price shall be paid as under :

- (I)(a) **Five Percent (5%)** of the total Civil Works Price component of the Contract Price will be paid to the Contractor **as interest bearing advance** payment on :
 - (i) Acceptance of Notification of Award and Signing of Contract Agreement.
 - (ii) Establishment their office at site in preparatory to commencement of Civil Works.

- (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to one hundred ten percent (110%) of 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 advance Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Bank Guarantee for Advance Payment.
- (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts (including the Contracts entered into with the Contractor's Assignee, if applicable in case of foreign contractor) and submission by the Assignee (if applicable in case of Foreign Contractor) of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts entered into with the Assignee, all initially valid upto ninety (90) days after the end of Defects Liability Period of all equipments covered under the Contract. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Performance Security.
- (v) Submission of unconditional Bank Guarantee(s) from all executents of Deed(s) of Joint Undertaking other than Contractor towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) and validity specified in the respective Deed(s) of Joint Undertaking enclosed in Section-VII of Bidding Documents. 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.
- (vii) Advance Payment for Civil works price components shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

In case the Contractor decides not to take advance payment, the first progressive payment for Civil works price component shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

- (l)(b) **Further, Five Percent (5%)** of the total Civil Works Price component of the Contract Price will be paid to the Contractor **as interest bearing advance** payment on :
 - (i) Fulfillment of conditions mentioned at F(l)(a)(i) to (viii) above.

- (ii) Submission of an unconditional Bank Guarantee for an amount equivalent to one hundred ten percent (110%) of 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 advance Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Bank Guarantee for Advance Payment.
- (iii) T&P mobilization as identified alongwith PERT Network for start of Civil works and certificate thereof by the Engineer-in-Charge.
- (l)(c) 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(II) of Appendix-1 to Form of Contract Agreement, Book 3 of 3, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @ **12.20% 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.

Note: 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 (i.e. in the Progressive payment of 80%).

- (II) **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.

Note: 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.

- (III) **Ten Percent (10%)** of total Civil Works Price component of Contract price shall be paid on successful completion of Guarantee Test of Entire EPC Package and issuance of Operational Acceptance Certificate by the Project Manager.

- (IV) Secured advance against materials (Cement & Reinforcement Steel) shall be paid to the Contractor on the certificate of Project Manager. The contractor shall be paid material secured advance upto maximum limit of 75% (exact percent of material secured advance shall be decided by Project Manager based on total requirement of Cement and Reinforcement Steel for the complete work and total cost of Civil Construction works as provided in the Contract) of the cost of Cement & Reinforcement Steel which in the opinion of Project Manager is reasonably required in accordance with the Contract and the same has been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatsoever and stored as per requirement of Technical specification.

Total amount of secured advances against material (i.e., Cement & Reinforcement Steel) payable as per the above provision however, shall not exceed 10% of the cost of total Civil Construction works for cement & 25% of the cost of total Civil Construction works for Reinforcement Steel.

- (V) The material secured advance payment under clause (IV) above shall be fully adjusted from the payments due to contractor for the works done against clause (II) above as and when materials are utilised in the same.
- (VI) On completion of works as per requirement of specification, if any balance materials (i.e. Cement and Reinforcement Steel) are available in the contractor's store after full adjustment of material secured advance from the payments due under clause (II) above, contractor shall be allowed by the Employer to take out the balance material (Cement & Reinforcement Steel) from the plant.
- (VII) The Contractor store shall be opened, for supervision and verification by the Project Manager or his authorised representatives, at any time, in case he so desires.

G. Schedule No. 4 : Site Fabricated Structural Works

The Site Fabricated Structural Works Price Component of the Contract Price shall be paid as under :

- (I)(a) **Five Percent (5%)** of the total Site Fabricated Structural works Price component of the Contract Price will be paid to the Contractor **as interest bearing advance** payment on:
- (i) Acceptance of Notification of Award and Signing of Contract Agreement.
 - (ii) Establishment their office at site in preparatory to commencement of Structural Works.
 - (iii) Submission of an unconditional Bank Guarantee for an amount equivalent to one hundred ten percent (110%) of 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 advance Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Bank Guarantee for Advance Payment.

- (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts (including the Contracts entered into with the Contractor's Assignee, if applicable in case of foreign contractor) and submission by the Assignee (if applicable in case of Foreign Contractor) of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts entered into with the Assignee, all initially valid upto ninety (90) days after the end of Defects Liability Period of all equipments covered under the Contract. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Performance Security.
 - (v) Submission of unconditional Bank Guarantee(s) from all executents of Deed(s) of Joint Undertaking other than Contractor towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) and validity specified in the respective Deed(s) of Joint Undertaking enclosed in Section-VII of Bidding Documents. 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.
 - (vii) Advance Payment for site fabricated Structural works price components shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.
In case the Contractor decides not to take advance payment, the first progressive payment for Structural works price component shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.
- (l)(b) **Further, Five Percent (5%)** of the total Site Fabricated Structural works Price component of the Contract Price will be paid to the Contractor **as interest bearing advance** payment on:
- (i) Fulfillment of conditions as mentioned at G(l)(a)(i) to (viii) above
 - (ii) Submission of an unconditional Bank Guarantee for an amount equivalent to one hundred ten percent (110%) of 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 advance Bank

Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed in Section-VII-Form of Bank Guarantee for Advance Payment.

- (iii) T&P mobilization as identified alongwith PERT Network for start of Structural works and certificate thereof by the Engineer-in-Charge.

- (I)(c) 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(II) to G(V) of Appendix-1, Form of Contract Agreement, Book 3 of 3, Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @ **12.60% 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.

Note: 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 (i.e. in Progressive Payments at G-II to G-V).

- (II) **Forty Percent (40%)** of the total Site Fabricated 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.

Note: 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.

- (III) **Eighteen Percent (18%)** of the total Site Fabricated 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.
- (IV) **Twelve Percent (12%)** of the total Site Fabricated 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.

(V) **Ten percent (10%)** of the total Site Fabricated 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.

(VI) **Ten Percent (10%)** of the total Site Fabricated Structural Works Price Component of Contract Price shall be paid on successful completion of Guarantee Tests of entire EPC Package and issuance of Operational Acceptance Certificate by the Project Manager

NOTE: In case the Civil Works Price (including Site Fabricated Structural Works Price) is more than **30%** of the Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.

H. Schedule - 6 : Payment Terms for Taxes & Duties

100% of applicable Taxes and Duties which are payable by the Employer under the Contract shall be paid / reimbursed to the Contractor upon receipt of equipment/spares/services and on production of satisfactory documentary evidence by the Contractor. However, GST as applicable on Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon supply of goods/services, based on the value of the respective goods/services.

I. 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 A to F 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

J. Schedule - 8 : Payment Terms for Type tests

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.

K. Schedule-4 : Payment Terms for Operation and Maintenance Charges

100% of operation and maintenance charges shall be paid quarterly on pro-rata basis on the certification by Project Manager of the work completed.

Note: (i) For release of payment against O&M charges, Contractor has to furnish Bank Guarantee of Five percent (5%) of total O&M contract value for two Years at the beginning of O&M Contract period and BG shall be valid 90 days beyond the completion of O&M Contract period.

(ii) In case O&M charges is less than 5% of the total Ex-works Price of Main Equipment, the amount by which it is lower shall be retained from the Ex-works component of Contract Price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of O&M period and its certification by the Project Manager.

L. Additional Advance Payment

An Additional Advance upto 5% of the Ex works/Installation Services (including Civil & Structural Works) price component, apart from the Advance already provided for in the specified Terms of Payment, may be paid to the Contractor which shall be interest bearing and against Bank Guarantee of 110% of the advance requested and covering the interest charges. The advance amount shall be provided during various phases of Contract execution to meet the requirement of payment by the Contractor to the contractor's sub-vendors/sub-contractors but in aggregate shall not exceed 5% of the Ex works/Installation Service (including Civil Works) Price Component. The advance amount shall be released in Indian Rupees only and Tax implication, if any, shall be to the account of the Contractor.

While applying for advance under this provision, the contractor shall provide a statement of past payment utilization evidencing the need for cash flow support and also plan for utilization of the amount requested as per above. The advance shall be provided in exceptional circumstances to enable work to be carried out. The advance amount shall be transferred to an ESCROW account (to be opened by the Contractor in any Scheduled Bank of India under intimation to the Employer) and after availing the advance, the contractor will be required to submit proof of utilization, as per the recovery plan submitted to NTPC. Sample format enclosed at **Annexure-4 to Appendix-1**.

The advance amounts shall be interest bearing and rate of interest to be notified by NTPC from time to time. This advance shall not be lumpsum advance, but shall be provided in phases to tide over the financial constraints being faced by the contractor, along with the progress of work. The requirement of this advance shall be with the approval of the NTPC Head of Project.

The recovery of the interest component on the advance amount shall be made from subsequent progressive payments to be released to the contractor.

The period for which the interest to be calculated, shall be reckoned from the date of release of the Additional Advance(s) to the actual date of release of subsequent progressive payments as per the Plan to be agreed with the Contractor.

The advance Amount shall be recovered from the milestone payments to be agreed between Employer and the Contractor.

PAYMENT PROCEDURES

The Procedures to be followed in making application for, certifying and making payments shall 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. 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.
 - 1.2 The Billing Breakup for Mandatory Spares shall be submitted to the Employer for approval as per the format enclosed as **Annexure-1 to this Appendix-1** indicating therein the details such as Make, Model number, Drawing/Datasheet number and Part number of all spare items. The relevant drawings/documents shall be submitted along with the Billing Break up. **NOT APPLICABLE**
 - 1.3 The Contractor shall, by the 15th of April of every year, furnish the BBU value of supplies sourced from Micro and Small Enterprises (MSEs) along with the total BBU value of supplies dispatched by it during the preceding financial year as per the format enclosed as **Annexure-2 to this Appendix-1**.
2. **Currency of Payment:** The Contract Price shall be paid in Indian currency only.
3. **Application for Payment**
 - 3.1 The Contractor shall submit application for the payment in the proforma enclosed.
 - 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 preceding 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 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 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 & spares i.e. Ex-works of equipment & spares (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 and 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.
- 5.3 **For Payments related to erection/ civil / Site Fabricated Structural Works**
- A single designated ESCROW account shall be opened by the Contractor in any Scheduled Bank of India under intimation to Employer. All payments related to Erection / Civil / Site Fabricated Structural works by the Employer due under the contract to the Contractor shall be released into above-mentioned ESCROW account

set up as per the Tri-Partite Escrow Agreement between Employer, Contractor and Escrow Bank. The payment shall be disbursed in accordance with the mechanism set out in the Contract and Escrow Agreement. The purpose of the Escrow Account would be to ensure that payments received under the contract are solely used for implementation of the Contract. Under Tri-partite Escrow Agreement, the Escrow Bank will agree to ensure that amounts received in the ESCROW Account are utilized for making payments only to suppliers of goods and services, statutory authorities, establishment expenses etc. as may be required in the performance of the contract.

All expenses/charges for opening /operation (including Annual Fee) of the Escrow Account shall be paid by the Contractor.

The draft agreement is annexed as **Annexure-3** to this Appendix-1, which shall be followed for executing Escrow Account Agreement.

The Detailed Operative Procedure and Terms and Conditions of Escrow Account (Schedule III of draft agreement) shall be finalized between the Employer, Contractor and the Escrow Bank within 15 days of the placement of award.

FORM OF APPLICATION FOR PAYMENTS

Project :
Equipment Package : Date :
Name of Contractor : Contract No. :
Contract Value : Contact Name :
Unit Reference : Application 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 document 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.

ANNEXURE-1 TO APPENDIX-1

PROJECT : CLIENT :

PACKAGE:

TITLE : BILLING BREAK UP FOR MANDATORY SPARES CONTRACTOR :

NOA REF :

BILLING BREAKUP (BBU)

NO. :

[illegible]

Annexure-2 to APPENDIX-1

Proforma for details to be furnished by the Contractor by 15th April of every financial year of supplies sourced from MSEs dispatched during the preceding financial year.

Package Name:

Project Name:

Name of the Contractor:

COA No.:

Details of BBU value of supplies dispatched during the preceding financial year are furnished here below:

BBU value of total supplies dispatched (A) (in eqvt INR)	Out of the total supplies dispatched, BBU value of supplies sourced from MSEs (B) (in eqvt INR)	Percentage of supplies sourced from MSEs wrt total supplies dispatched (C = B*100/A) (%)
.....		

In case of no supplies sourced from MSEs, mention 'NIL'.

I, on behalf of M/s (*Contractor*) hereby declare that the information furnished above is correct.

Signature.....

Name.....

Designation and Seal.....

Annexure-3 to Appendix-1, Section-VII, Book 3 of 3

(To be executed on Non- Judicial Stamp Paper of Appropriate Value)

ESCROW AGREEMENT

ESCROW AGREEMENT (hereinafter referred to as this “**Agreement**”) is entered into on this the __ day of _____ 20__ at _____.

BETWEEN:

M/S _____ a Company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter referred to as the “**Employer**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors and assigns) of the **FIRST PART**;

AND

M/S _____ a Company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter referred to as the “**Contractor**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**;

AND

M/S _____, a body corporate incorporated under the laws of India and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at _____ in

its capacity as the Escrow Agent for the Contractor (hereinafter referred to as the "**Escrow Bank**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **THIRD PART**.

The Employer, the Contractor and the Escrow Bank are individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. The Employer vide IFB No. _____ dated _____ ("**Tender**") had invited bids for _____ ("**Package**") for _____ ("**Project**").
- B. Accordingly, the said "Contractor", submitted its bid in response to the above mentioned NIT.
- C. Pursuant to the IFB and the bid submitted by the Successful Bidder / Contractor, the Employer issued the Notification of Award dated - _____ bearing no. _____ ("**Notification of Award**") and executed Contract Agreement Reference No. _____ dated _____ (hereinfter called Contract).
- D. In terms of Clause _____ of the Contract/ General Conditions of Contract/ Special Conditions of Contract, the Contractor is required to open and maintain separately an Escrow Account with the Escrow Bank.
- E. The Contractor have approached _____ Bank to act as an escrow agent and the _____ Bank has agreed to act as the Escrow Bank under this Escrow Agreement; and
- F. Accordingly Parties are desirous of executing this Escrow Agreement to set out the manner and procedure for operation of the escrow account and other matters in connection therewith.
- G. All payments due under the Contract related to Erection/Civil/Structural works will be released by the Employer to the Contractor in the Escrow

Employer	Contractor	Escrow Bank
----------	------------	-------------

Account. The Contractor is required to make payment to suppliers of goods and services, statutory authorities, establishment expenses etc as may be required in the successful performance of the Contract.

- H. The Contractor is required to utilise the money collected in the Escrow Account in accordance with the waterfall mechanism set out in this Agreement.
- I. In view of the aforesaid, the mutual covenants, and understandings set forth herein, the Parties wish to enter into this Agreement for setting out the terms and conditions to deal with all payments in accordance with the requirements set out in the Bid Document.

NOW, THEREFORE, in consideration of the premises herein set forth and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

Applicable Law means all applicable statutes, laws, by – laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation, approval from the relevant governmental authority, government

Employer	Contractor	Escrow Bank
----------	------------	-------------

resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

Business Day means a day other than a Sunday or a bank holiday on which banks are normally open for business during banking business hours in Delhi, India.

Contractor shall have the meaning as ascribed to it in Second Part

Employer shall have the meaning as ascribed to it in First Part.

Escrow Account shall mean the account in the name and style of “_____” opened and maintained by the Contractor in terms of Section-V, Clause as Special Conditions of Contract No. 47 (General Condition of Contract Clause No. 12) with the Escrow Bank and operated in terms of this Escrow Agreement.

Escrow Agreement shall mean this agreement, together with the schedules hereto, as may be amended, modified or supplemented from time to time, in accordance with its terms.

Escrow Bank shall have the meaning as ascribed to it in Third Part.

Notification of Award shall have the meaning as ascribed to it in Recital C.

Package shall have the meaning as ascribed to it in Recital A.

Project shall have the meaning as ascribed to it in Recital A.

Tender shall have the meaning as ascribed to it in Recital A.

1.2 PRINCIPLE OF CONSTRUCTIONS

Employer	Contractor	Escrow Bank
----------	------------	-------------

In this Agreement, unless the context otherwise requires:

- (a) reference to an Account includes a reference to any sub – account of that Account;
- (b) reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- (c) a reference to "authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- (d) a reference to "control" includes the power to direct by contract or otherwise;
- (e) unless the context otherwise requires, the singular includes the plural and vice versa;
- (f) a reference to a Schedule is, unless indicated to the contrary, a reference to a schedule to this Agreement;
- (g) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (h) references to the word "includes" or "including" are to be construed without limitation;
- (n) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (o) any reference to a public organization shall be deemed to include

Employer	Contractor	Escrow Bank
----------	------------	-------------

any successor to such public organization or any organization or functions or responsibilities of such public organization;

- (p) "year" "month" and "day" wherever used in this Agreement imply that of English calendar;
- (q) words and abbreviations, which have, well known technical or trade / commercial meanings are used in the Agreement in accordance with such meanings;
- (r) A reference to times and dates in this Escrow Agreement are references to times and dates in India.
- (s) Any date or period as set out in any clause of this Escrow Agreement may be extended with the written consent of the Parties.
- (t) The Schedules form an integral and operative part of this Escrow Agreement and references to this Escrow Agreement shall include references to the Schedules.

2. APPOINTMENT OF ESCROW BANK

Each of the parties acknowledges that the Escrow Bank has been appointed under this Escrow Agreement and that it shall discharge its functions in accordance with the terms of this Escrow Agreement. Escrow Bank hereby accepts the escrow arrangement hereby declared and provided upon the terms and conditions set forth in this Escrow Agreement.

3. ESTABLISHMENT OF THE ACCOUNTS

The Contractor has established with the Escrow Bank an account with its branch, the details of which are provided in **Schedule – II** hereto, titled the " Account". The Contractor acknowledges and agrees that it shall maintain the Escrow Account.

Employer	Contractor	Escrow Bank
----------	------------	-------------

4. OPERATING PROCEDURES

The Employer, the Contractor and Escrow Bank, have prior to execution of this Agreement agreed on the detailed terms and conditions and Operating Procedures for the Escrow Account (as set out in **Schedule – III**), provided however, in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time.

All transfers and payments pursuant to this Agreement shall be in a manner consistent with the operating procedures.

The Escrow Bank shall submit to the Employer the usage of monies withdrawn from the Escrow Account together with a monthly statement from the Escrow Bank evidencing receipt and withdrawal of funds into and from the Escrow Account.

The Employer shall be entitled to verify the usage of funds withdrawn from the Escrow Account.

At any time the Employer is entitled to seek an account statement from the Escrow Bank and such evidence of usage of funds by the Contractor from the Escrow Account as required by the Employer.

5. OBLIGATIONS OF THE CONTRACTOR

Nothing contained in this Agreement shall affect the obligations of the Contractor under the Bid Documents or Contract Agreement as set out above.

The Contractor shall simultaneously deliver a copy to the Employer of any

Employer	Contractor	Escrow Bank
----------	------------	-------------

notice or document delivered to the Escrow Bank pursuant to this Agreement.

6. ESCROW BANK SERVICE CHARGES AND EXPENSES

The Contractor shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Escrow Bank as mutually agreed and such other out of pocket expenses as are claimed by the Escrow Bank (collectively, the "**charges**") in connection with the Escrow Account. In addition the Contractor has agreed to pay one-time bank escrow service charges of Rs. _____ plus applicable service tax. Contractor shall deposit the one- time bank escrow service charges in to the Escrow Account within three Business Days of the opening of the Escrow Account and/ or shall deposit the charges from time to time of such demand by the Escrow Bank. In the event Contractor fails to make the timely payment to the Escrow Bank of the one-time bank escrow service charges and/or the charges, the Escrow Bank shall have the right to withdraw such amounts from the Escrow Account as is necessary for the payment of the one-time bank escrow service charges and charges, in which case Contractor shall replenish the Escrow Account with such amounts equivalent to the amounts withdrawn by the Escrow Bank within ____ Business Days of such withdrawal.

7. ESCROW BANKS'S DUTIES AND LIABILITIES

- 7.1** The Escrow Bank shall have only those duties, obligations and responsibilities expressly specified in this Escrow Agreement and shall have no duties, obligations or responsibilities which are implied or inferred by law or otherwise.
- 7.2** The duties of the Escrow Bank under this Escrow Agreement are purely ministerial, administrative and non-discretionary in nature. Neither Escrow Bank nor any of its directors, officers, agents and employees shall, by reason of anything contained in this Escrow Agreement, be deemed to be a trustee for or have any fiduciary relationship with the parties. Where the Escrow

Employer	Contractor	Escrow Bank
----------	------------	-------------

Bank has acted in accordance with this Escrow Agreement, it shall be deemed to have acted as if instructed to do so by the Employer

- 7.3** The Escrow Bank shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties under this Escrow Agreement.
- 7.4** The Escrow Bank shall not be precluded by virtue of this Escrow Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the parties or any of their affiliates provided such transactions or arrangements are not contrary to the provisions of this Escrow Agreement.
- 7.5** The Escrow Bank shall not be bound or affected, in its capacity as Escrow Bank, in any way by the Agreement or any agreement or contract between Parties to which the Escrow Agent is not a party. The Escrow Bank, in its capacity as an escrow bank, is deemed not to have any knowledge of any provision of the Agreement or any other document unless the substance of such provisions is explicitly set forth in this Escrow Agreement. The Escrow Bank shall not in any way be required to determine whether or not the terms and conditions of the Agreement or any other agreement or contract between the Parties to which the Escrow Bank is not a party have been complied with. Furthermore, the Escrow Bank is deemed not to have any knowledge or notice of any fact or circumstance not specifically set forth in this Escrow Agreement.
- 7.6** The Escrow Bank may, in good faith, accept and rely on any notice, instruction or other document received by it under this Escrow Agreement as conclusive evidence of the facts and of the validity of the instructions stated in it and as having been duly authorised, executed and delivered and need not make any further enquiry in relation to it. The Escrow Bank may act in conclusive reliance upon any instrument or signature believed by it, acting reasonably, to be genuine and may assume, acting reasonably, that any person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Escrow

Employer	Contractor	Escrow Bank
----------	------------	-------------

Agreement has been duly authorised to do so. The Escrow Bank shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document.

7.7 The Escrow Bank shall not be liable to any person for any losses arising out of or in connection with the performance or non-performance of its obligations under this Escrow Agreement, except to the extent directly resulting from the wilful default or gross negligence of the Escrow Bank.

7.8 The Escrow Bank may execute any of its powers and perform any of its duties under this Escrow Agreement directly or through appointed agents or attorneys.

7.9 ‘Force Majeure Event’ means any event (including but not limited to an act of God, fire, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

The Escrow Bank shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event.

7.10 The Escrow Bank may at its cost, consult with, and obtain advice from its lawyers or professional advisers over any question in relation to, and its duties under this Escrow Agreement. The Escrow Bank shall not incur any liability for taking any action or omitting any action in accordance with such advice.

7.11 The Escrow Bank does not have any proprietary or other interest in the Escrow Account, but is to serve as escrow holder only and having only

Employer	Contractor	Escrow Bank

possession thereof.

- 7.12** The Escrow Bank shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not be in any manner obliged to inquire or consider whether any regulatory or governmental approvals have been obtained.
- 7.13** The Escrow Bank shall not be obliged to supervise, control or perform any acts or responsibilities of the First Party or the Second Party or any other third party.
- 7.14** Any act to be done by the Escrow Bank shall be done only on a Business Day, during banking business hours, at _____, India and in the event that any day on which the Escrow Bank is required to do an act, under the terms of this Escrow Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Escrow Bank shall do those acts on the next succeeding Business Day.
- 7.15** The Escrow Bank is under no duty to ensure that funds withdrawn from the Escrow Account are actually applied for the purpose for which they were withdrawn; neither the Escrow Bank nor any of its officers, employees or agents shall be required to make any distribution to the extent that the Escrow Amount is insufficient and shall incur no liability whatsoever from any non-distribution in such circumstances.
- 7.16** The Parties agree that the Escrow Bank shall not be, in any way, responsible or liable to the other Parties or any third person whosoever, for deduction or withholding of any taxes in relation to the transaction for which the Escrow Account has been established pursuant hereto and the contractor acknowledge and confirm that they shall be solely and absolutely liable for any and all deductions or withholdings and payments of taxes, levies, cesses and all other statutory dues in relation thereto. The Contractors confirm that they shall be, jointly and severally, liable for payment of all stamp duties payable in relation to this Agreement as well as any other instruments

Employer	Contractor	Escrow Bank
----------	------------	-------------

executed pursuant hereto and the Escrow Bank shall not be responsible or liable for the same, under any circumstances.

7.17 The Parties agree that Escrow Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as an investment, legal or tax adviser to the Parties in the performance of its obligations under the Escrow Agreement.

7.18 Notwithstanding what is stated herein, in no event shall the Escrow Bank be liable for incidental, indirect, special, punitive or consequential damages caused to the Parties.

8. NOTICE OF BREACH

The Escrow Bank to the best of its knowledge undertakes to the Employer that it shall notify the Employer of any breach by the Contractor of any of the provisions of this Agreement.

9. INDEMNITY

The Contractor shall indemnify and keep indemnified the Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Parties in any way in connection with or arising out of the negotiation, preservation or enforcement of any rights under, or in carrying out its duties under this Agreement, other than those arising as a result of the Escrow Bank's gross negligence or willful default.

The Contractor shall indemnify and keep indemnified the Escrow Bank for any and all liabilities, obligations, losses, damages,

(a) acting upon any request sent by facsimile, if such facsimile was found to be sent in an unauthorized manner; or

Employer	Contractor	Escrow Bank
----------	------------	-------------

(b) not acting upon any request if such facsimile was sent but not received by the concerned person of the Account Bank.

The obligations of the Contractor under this Agreement to indemnify and keep indemnified the parties shall survive the satisfaction, discharge or other termination of this Agreement and the resignation or removal of the Escrow Bank under this Agreement.

10. CONFIDENTIALITY

No Party may except as permitted by this Escrow Agreement, make public or disclose to any person any information about this Escrow Agreement.

The Obligations under this clause shall survive the termination or expiry of this agreement.

11. ASSIGNMENT

Save as provided in Clause __ of the General Conditions of the Contract of the Employer, the Contractor shall not assign or transfer any part of their respective rights or obligations under this Agreement without the prior consent of the Employer, provided that this shall not prevent Employer from assigning or transferring its rights under this Agreement.

Nothing in this Agreement shall give to any other Person (other than the Parties hereto and their successors and permitted assigns) any benefit or any legal or equitable right or remedy under this Agreement.

This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and the respective successors and permitted assigns.

12. NOTICES

All notices or other communications to be given under this agreement shall be made in writing to:

Employer	Contractor	Escrow Bank
----------	------------	-------------

For the Employer:

(Name of the Employer)_____

Attention
Address

(Designation of Employee)_____

Fax No.

Tel No.

For the Contractor:

(Name of the Contractor)_____

Attention
Address

(Designation of Employee)_____

Fax No.

Tel No.

For the Escrow Bank:

(Name of the Escrow Bank)

Attention
Address

(Designation of Employee)_____

Employer	Contractor	Escrow Bank
----------	------------	-------------

Fax No. _____
Tel No. _____

Change of Address

Any Party may by notice change the addresses and / or addresses to which such notices and communications are to be delivered or mailed. Such change shall be effective when all the Parties have written notice of it.

14. WAIVER

No failure or delay on the part of the Employer in exercising any right, power or privilege hereunder or under Contract shall impair any such right, power or privilege or operate as a waiver the Employer would otherwise have. No notice to or demand on the Contractor in any case shall entitle the Contractor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Employer to any other or further action in any circumstances without notice or demand.

15. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal, the offending provision shall be severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

16. AMENDMENTS

No amendment to this Agreement shall be binding unless in writing and signed by the Parties.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Indian laws.

Employer	Contractor	Escrow Bank
----------	------------	-------------

18. DISPUTE RESOLUTION

In the event of any difference or dispute arising out of the interpretation or application of the provisions of this Agreement, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation. In case a dispute is not resolved amicably between the parties within a period of 30 days;

In case any of the party is not a Public Sector Enterprise or a Govt. Department:

The same shall be referred to arbitration of a Sole Arbitrator to be appointed by the CMD, NTPC (Employer). The Arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and any amendment thereto. The Courts at Delhi, to the exclusion of all other courts in India, shall have exclusive jurisdiction to try any matter arising out of or connected with the said arbitration proceedings. The arbitration shall be in English and the venue of the arbitration proceedings shall be at New Delhi. Arbitration may commence prior to or after completion of the Contract.

In case the Parties are Public Sector Enterprise or a Government Department:

In case the parties are a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprise to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference

Employer	Contractor	Escrow Bank
----------	------------	-------------

for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

19. JURISDICTION

The parties irrevocably submit to exclusive jurisdiction of the Courts of Delhi in all matters arising under this Agreement.

20. REGULATORY APPROVALS

The Contractor shall procure and shall thereafter maintain and comply with all regulatory approvals required for the establishment and operation of the Accounts and the making of any deposits, transfers or withdrawals and for the performance of its obligations under this Agreement.

21. NOTIFICATION OF BALANCES

Within ____ days following the end of each calendar month, the Escrow Bank shall notify the Employer of the balance in the Account and furnish a statement of the deposits into and payment out of the Accounts at the close of business of such calendar month.

22. COUNTERPARTS, ANNEXURES, SCHEDULES

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. MISCELLENOUS

The Escrow Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of

Employer	Contractor	Escrow Bank
----------	------------	-------------

funds relating to the Accounts.

The Escrow Bank shall not make any transfer or withdrawal from the Escrow Account except as provided for in this Agreement.

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – I

1. First Part Details:

2. Second Part Details;

3. Third Part Details;

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – II

DETAILS OF ESCROW ACCOUNT

Particulars and Address of the Branch Office of the Escrow Bank for the Escrow Account	
IFSC Code	
Account Name and Account Number of Escrow Account	

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – III

TERMS & CONDITIONS AND OPERATING PROCEDURES

Deposits into Escrow Account

- All the Payments due under the Contract will be released by the Employer to the Contractor in this Escrow Account as per Terms of Payment agreed in the Contract.

Release/ Withdrawal of Funds from the Escrow Account

- Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time for releasing the funds.

Note: Detailed Operating Procedure in this schedule, shall be finalised between Employer, Contractor & Escrow Bank at the time of signing of this Agreement.

Employer	Contractor	Escrow Bank
----------	------------	-------------

IN WITNESS WHEREOF the Contractor has caused its Common Seal to be affixed hereto on the date first above written, the Employer, and the Escrow Bank have caused the same and the said counterparts to be executed by the hand of an authorized official.

SIGNED AND DELIVERED BY
..... **(Name of Employer)**, the
within named **EMPLOYER**, by the
hand of _____
authorized representative of the
Employer, who has been authorized
to execute this Agreement.

THE COMMON SEAL OF
M/s _____

_____ the within named
CONTRACTOR, has pursuant to
the Resolutions of its Board of
Directors passed in that behalf
on _____

hereunto been affixed in the presence
of MD and Company Secretary who
has signed these presents in token
thereof

SIGNED AND DELIVERED BY
_____,
the within named **ESCROW**
BANK, by the hand of

.....

Its Authorised Representative.

Employer	Contractor	Escrow Bank
----------	------------	-------------

Annexure-4 to Appendix-1

(To be executed on Non- Judicial Stamp Paper of Appropriate Value)

ESCROW AGREEMENT

ESCROW AGREEMENT (hereinafter referred to as this “**Agreement**”) is entered into on this the ___ day of _____ 20__ at _____.

BETWEEN:

M/S _____ a Company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter referred to as the “**Employer**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors and assigns) of the **FIRST PART**;

AND

M/S _____ a Company incorporated under the laws of _____ and having its principal place of business at _____ (hereinafter referred to as the “**Contractor**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**;

AND

M/S _____, a body corporate incorporated under the laws of India and a banking company within the meaning of Section 5

(c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at _____ in its capacity as the Escrow Agent for the Contractor (hereinafter referred to as the "**Escrow Bank**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **THIRD PART**.

The Employer, the Contractor and the Escrow Bank are individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

A. The Employer vide IFB No. _____ dated _____ ("**Tender**") had invited bids for _____ ("**Package**") for _____ ("**Project**").

B. Accordingly, the said "Contractor", submitted its bid in response to the above mentioned NIT.

C. Pursuant to the IFB and the bid submitted by the Successful Bidder / Contractor, the Employer issued the Notification of Award dated - _____ bearing no. _____ ("**Notification of Award**") and executed Contract Agreement Reference No. _____ dated _____ (hereinfter called Contract).

D. In terms of Clause _____ of the Contract/ General Conditions of Contract/ Special Conditions of Contract, the Contractor is required to open and maintain separately an Escrow Account with the Escrow Bank.

E. The Contractor have approached _____ Bank to act as an escrow agent and the _____ Bank has agreed to act as the Escrow Bank under this Escrow Agreement; and

F. Accordingly Parties are desirous of executing this Escrow Agreement to set out the manner and procedure for operation of the escrow account and

Employer	Contractor	Escrow Bank
----------	------------	-------------

other matters in connection therewith.

- G.** Additional Advance related to Ex works/Installation Services (including Civil Works) under the Contract will be released by the Employer to the Contractor in the Escrow Account. The Contractor is required to make payment to suppliers of goods and services, statutory authorities, establishment expenses etc as may be required in the successful performance of the Contract.
- H.** The Contractor is required to utilise the money collected in the Escrow Account in accordance with the waterfall mechanism set out in this Agreement.
- I.** In view of the aforesaid, the mutual covenants, and understandings set forth herein, the Parties wish to enter into this Agreement for setting out the terms and conditions to deal with all payments in accordance with the requirements set out in the Bid Document.

NOW, THEREFORE, in consideration of the premises herein set forth and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

Applicable Law means all applicable statutes, laws, by – laws,

Employer	Contractor	Escrow Bank
----------	------------	-------------

rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation, approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

Business Day means a day other than a Sunday or a bank holiday on which banks are normally open for business during banking business hours in Delhi, India.

Contractor shall have the meaning as ascribed to it in Second Part

Employer shall have the meaning as ascribed to it in First Part.

Escrow Account shall mean the account in the name and style of “_____” opened and maintained by the Contractor in terms of Clause_____ of the Contract/ General Conditions of Contract/ Special Conditions of Contract with the Escrow Bank and operated in terms of this Escrow Agreement.

Escrow Agreement shall mean this agreement, together with the schedules hereto, as may be amended, modified or supplemented from time to time, in accordance with its terms.

Escrow Bank shall have the meaning as ascribed to it in Third Part.

Notification of Award shall have the meaning as ascribed to it in Recital C.

Package shall have the meaning as ascribed to it in Recital A.

Employer	Contractor	Escrow Bank
----------	------------	-------------

Project shall have the meaning as ascribed to it in Recital A.

Tender shall have the meaning as ascribed to it in Recital A.

1.2 PRINCIPLE OF CONSTRUCTIONS

In this Agreement, unless the context otherwise requires:

- (a) reference to an Account includes a reference to any sub – account of that Account;
- (b) reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- (c) a reference to "authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- (d) a reference to "control" includes the power to direct by contract or otherwise;
- (e) unless the context otherwise requires, the singular includes the plural and vice versa;
- (f) a reference to a Schedule is, unless indicated to the contrary, a reference to a schedule to this Agreement;
- (g) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (h) references to the word "includes" or "including" are to be construed without limitation;

Employer	Contractor	Escrow Bank
----------	------------	-------------

- (n) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (o) any reference to a public organization shall be deemed to include any successor to such public organization or any organization or functions or responsibilities of such public organization;
- (p) "year" "month" and "day" wherever used in this Agreement imply that of English calendar;
- (q) words and abbreviations, which have, well known technical or trade / commercial meanings are used in the Agreement in accordance with such meanings;
- (r) A reference to times and dates in this Escrow Agreement are references to times and dates in India.
- (s) Any date or period as set out in any clause of this Escrow Agreement may be extended with the written consent of the Parties.
- (t) The Schedules form an integral and operative part of this Escrow Agreement and references to this Escrow Agreement shall include references to the Schedules.

2. APPOINTMENT OF ESCROW BANK

Each of the parties acknowledges that the Escrow Bank has been appointed under this Escrow Agreement and that it shall discharge its functions in accordance with the terms of this Escrow Agreement. Escrow Bank hereby accepts the escrow arrangement hereby declared and provided upon the terms and conditions set forth in this Escrow Agreement.

Employer	Contractor	Escrow Bank
----------	------------	-------------

3. ESTABLISHMENT OF THE ACCOUNTS

The Contractor has established with the Escrow Bank an account with its branch, the details of which are provided in **Schedule – II** hereto, titled the " Account". The Contractor acknowledges and agrees that it shall maintain the Escrow Account.

4. OPERATING PROCEDURES

The Employer, the Contractor and Escrow Bank, have prior to execution of this Agreement agreed on the detailed terms and conditions and Operating Procedures for the Escrow Account (as set out in **Schedule – III**), provided however, in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time.

All transfers and payments pursuant to this Agreement shall be in a manner consistent with the operating procedures.

The Escrow Bank shall submit to the Employer the usage of monies withdrawn from the Escrow Account together with a monthly statement from the Escrow Bank evidencing receipt and withdrawal of funds into and from the Escrow Account.

The Employer shall be entitled to verify the usage of funds withdrawn from the Escrow Account.

At any time the Employer is entitled to seek an account statement from the Escrow Bank and such evidence of usage of funds by the Contractor from the Escrow Account as required by the Employer.

5. OBLIGATIONS OF THE CONTRACTOR

Employer	Contractor	Escrow Bank

Nothing contained in this Agreement shall affect the obligations of the Contractor under the Bid Documents or Contract Agreement as set out above.

The Contractor shall simultaneously deliver a copy to the Employer of any notice or document delivered to the Escrow Bank pursuant to this Agreement.

6. ESCROW BANK SERVICE CHARGES AND EXPENSES

The Contractor shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Escrow Bank as mutually agreed and such other out of pocket expenses as are claimed by the Escrow Bank (collectively, the "**charges**") in connection with the Escrow Account. In addition the Contractor has agreed to pay one-time bank escrow service charges of Rs. _____ plus applicable Goods and Service Tax. Contractor shall deposit the one- time bank escrow service charges in to the Escrow Account within three Business Days of the opening of the Escrow Account and/ or shall deposit the charges from time to time of such demand by the Escrow Bank. In the event Contractor fails to make the timely payment to the Escrow Bank of the one-time bank escrow service charges and/or the charges, the Escrow Bank shall have the right to withdraw such amounts from the Escrow Account as is necessary for the payment of the one-time bank escrow service charges and charges, in which case Contractor shall replenish the Escrow Account with such amounts equivalent to the amounts withdrawn by the Escrow Bank within ____ Business Days of such withdrawal.

7. ESCROW BANKS'S DUTIES AND LIABILITIES

- 7.1** The Escrow Bank shall have only those duties, obligations and responsibilities expressly specified in this Escrow Agreement and shall have no duties, obligations or responsibilities which are implied or inferred by law or otherwise.

Employer	Contractor	Escrow Bank
----------	------------	-------------

- 7.2 The duties of the Escrow Bank under this Escrow Agreement are purely ministerial, administrative and non-discretionary in nature. Neither Escrow Bank nor any of its directors, officers, agents and employees shall, by reason of anything contained in this Escrow Agreement, be deemed to be a trustee for or have any fiduciary relationship with the parties. Where the Escrow Bank has acted in accordance with this Escrow Agreement, it shall be deemed to have acted as if instructed to do so by the Employer
- 7.3 The Escrow Bank shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties under this Escrow Agreement.
- 7.4 The Escrow Bank shall not be precluded by virtue of this Escrow Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the parties or any of their affiliates provided such transactions or arrangements are not contrary to the provisions of this Escrow Agreement.
- 7.5 The Escrow Bank shall not be bound or affected, in its capacity as Escrow Bank, in any way by the Agreement or any agreement or contract between Parties to which the Escrow Agent is not a party. The Escrow Bank, in its capacity as an escrow bank, is deemed not to have any knowledge of any provision of the Agreement or any other document unless the substance of such provisions is explicitly set forth in this Escrow Agreement. The Escrow Bank shall not in any way be required to determine whether or not the terms and conditions of the Agreement or any other agreement or contract between the Parties to which the Escrow Bank is not a party have been complied with. Furthermore, the Escrow Bank is deemed not to have any knowledge or notice of any fact or circumstance not specifically set forth in this Escrow Agreement.
- 7.6 The Escrow Bank may, in good faith, accept and rely on any notice, instruction or other document received by it under this Escrow Agreement as conclusive evidence of the facts and of the validity of the instructions stated in it and as having been duly authorised, executed and delivered and need not

Employer	Contractor	Escrow Bank
----------	------------	-------------

make any further enquiry in relation to it. The Escrow Bank may act in conclusive reliance upon any instrument or signature believed by it, acting reasonably, to be genuine and may assume, acting reasonably, that any person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Escrow Agreement has been duly authorised to do so. The Escrow Bank shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document.

- 7.7** The Escrow Bank shall not be liable to any person for any losses arising out of or in connection with the performance or non-performance of its obligations under this Escrow Agreement, except to the extent directly resulting from the wilful default or gross negligence of the Escrow Bank.
- 7.8** The Escrow Bank may execute any of its powers and perform any of its duties under this Escrow Agreement directly or through appointed agents or attorneys.
- 7.9** ‘Force Majeure Event’ means any event (including but not limited to an act of God, fire, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

The Escrow Bank shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event.

- 7.10** The Escrow Bank may at its cost, consult with, and obtain advice from its lawyers or professional advisers over any question in relation to, and its duties under this Escrow Agreement. The Escrow Bank shall not incur any

Employer	Contractor	Escrow Bank
----------	------------	-------------

liability for taking any action or omitting any action in accordance with such advice.

- 7.11** The Escrow Bank does not have any proprietary or other interest in the Escrow Account, but is to serve as escrow holder only and having only possession thereof.
- 7.12** The Escrow Bank shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not be in any manner obliged to inquire or consider whether any regulatory or governmental approvals have been obtained.
- 7.13** The Escrow Bank shall not be obliged to supervise, control or perform any acts or responsibilities of the First Party or the Second Party or any other third party.
- 7.14** Any act to be done by the Escrow Bank shall be done only on a Business Day, during banking business hours, at _____, India and in the event that any day on which the Escrow Bank is required to do an act, under the terms of this Escrow Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Escrow Bank shall do those acts on the next succeeding Business Day.
- 7.15** The Escrow Bank is under no duty to ensure that funds withdrawn from the Escrow Account are actually applied for the purpose for which they were withdrawn; neither the Escrow Bank nor any of its officers, employees or agents shall be required to make any distribution to the extent that the Escrow Amount is insufficient and shall incur no liability whatsoever from any non-distribution in such circumstances.
- 7.16** The Parties agree that the Escrow Bank shall not be, in any way, responsible or liable to the other Parties or any third person whosoever, for deduction or withholding of any taxes in relation to the transaction for which the Escrow Account has been established pursuant hereto and the contractor

Employer	Contractor	Escrow Bank
----------	------------	-------------

acknowledge and confirm that they shall be solely and absolutely liable for any and all deductions or withholdings and payments of taxes, levies, cesses and all other statutory dues in relation thereto. The Contractors confirm that they shall be, jointly and severally, liable for payment of all stamp duties payable in relation to this Agreement as well as any other instruments executed pursuant hereto and the Escrow Bank shall not be responsible or liable for the same, under any circumstances.

7.17 The Parties agree that Escrow Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as an investment, legal or tax adviser to the Parties in the performance of its obligations under the Escrow Agreement.

7.18 Notwithstanding what is stated herein, in no event shall the Escrow Bank be liable for incidental, indirect, special, punitive or consequential damages caused to the Parties.

8. NOTICE OF BREACH

The Escrow Bank to the best of its knowledge undertakes to the Employer that it shall notify the Employer of any breach by the Contractor of any of the provisions of this Agreement.

9. INDEMNITY

The Contractor shall indemnify and keep indemnified the Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Parties in any way in connection with or arising out of the negotiation, preservation or enforcement of any rights under, or in carrying out its duties under this Agreement, other than those arising as a result of the Escrow Bank's gross negligence or willful default.

The Contractor shall indemnify and keep indemnified the Escrow Bank for

Employer	Contractor	Escrow Bank
----------	------------	-------------

any and all liabilities, obligations, losses, damages,

(a) acting upon any request sent by facsimile, if such facsimile was found to be sent in an unauthorized manner; or

(b) not acting upon any request if such facsimile was sent but not received by the concerned person of the Account Bank.

The obligations of the Contractor under this Agreement to indemnify and keep indemnified the parties shall survive the satisfaction, discharge or other termination of this Agreement and the resignation or removal of the Escrow Bank under this Agreement.

10. CONFIDENTIALITY

No Party may except as permitted by this Escrow Agreement, make public or disclose to any person any information about this Escrow Agreement.

The Obligations under this clause shall survive the termination or expiry of this agreement.

11. ASSIGNMENT

Save as provided in Clause __ of the General Conditions of the Contract of the Employer, the Contractor shall not assign or transfer any part of their respective rights or obligations under this Agreement without the prior consent of the Employer, provided that this shall not prevent Employer from assigning or transferring its rights under this Agreement.

Nothing in this Agreement shall give to any other Person (other than the Parties hereto and their successors and permitted assigns) any benefit or any legal or equitable right or remedy under this Agreement.

This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and the respective successors and permitted assigns.

Employer	Contractor	Escrow Bank

12. NOTICES

All notices or other communications to be given under this agreement shall be made in writing to:

For the Employer:

(Name of the Employer)_____

Attention
Address

(Designation of Employee)_____

Fax No.

.

Tel No.

For the Contractor:

(Name of the Contractor)_____

Attention
Address

(Designation of Employee)_____

Fax No.

--.

Tel No.

For the Escrow Bank:

(Name of the Escrow Bank)

Attention

(Designation of Employee)_____

Employer	Contractor	Escrow Bank

Address

--.

Fax No.

Tel No.

Change of Address

Any Party may by notice change the addresses and / or addresses to which such notices and communications are to be delivered or mailed. Such change shall be effective when all the Parties have written notice of it.

14. WAIVER

No failure or delay on the part of the Employer in exercising any right, power or privilege hereunder or under Contract shall impair any such right, power or privilege or operate as a waiver the Employer would otherwise have. No notice to or demand on the Contractor in any case shall entitle the Contractor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Employer to any other or further action in any circumstances without notice or demand.

15. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal, the offending provision shall be severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

16. AMENDMENTS

No amendment to this Agreement shall be binding unless in writing and signed by the Parties.

17. GOVERNING LAW

Employer	Contractor	Escrow Bank

This Agreement shall be governed by and construed in accordance with Indian laws.

18. DISPUTE RESOLUTION

In the event of any difference or dispute arising out of the interpretation or application of the provisions of this Agreement, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation. In case a dispute is not resolved amicably between the parties within a period of 30 days;

In case any of the party is not a Public Sector Enterprise or a Govt. Department:

The same shall be referred to arbitration of a Sole Arbitrator to be appointed by the Employer. The Arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and any amendment thereto. The Courts at Delhi, to the exclusion of all other courts in India, shall have exclusive jurisdiction to try any matter arising out of or connected with the said arbitration proceedings. The arbitration shall be in English and the venue of the arbitration proceedings shall be at New Delhi. Arbitration may commence prior to or after completion of the Contract.

In case the Parties are Public Sector Enterprise or a Government Department:

In case the parties are a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprise to be nominated by the Secretary to the Government of India

Employer	Contractor	Escrow Bank
----------	------------	-------------

in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

19. JURISDICTION

The parties irrevocably submit to exclusive jurisdiction of the Courts of Delhi in all matters arising under this Agreement.

20. REGULATORY APPROVALS

The Contractor shall procure and shall thereafter maintain and comply with all regulatory approvals required for the establishment and operation of the Accounts and the making of any deposits, transfers or withdrawals and for the performance of its obligations under this Agreement.

21. NOTIFICATION OF BALANCES

Within ____ days following the end of each calendar month, the Escrow Bank shall notify the Employer of the balance in the Account and furnish a statement of the deposits into and payment out of the Accounts at the close of business of such calendar month.

22. COUNTERPARTS, ANNEXURES, SCHEDULES

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. MISCELLENOUS

Employer	Contractor	Escrow Bank
----------	------------	-------------

The Escrow Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the Accounts.

The Escrow Bank shall not make any transfer or withdrawal from the Escrow Account except as provided for in this Agreement.

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – I

1. First Part Details:

2. Second Part Details;

3. Third Part Details;

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – II

DETAILS OF ESCROW ACCOUNT

Particulars and Address of the Branch Office of the Escrow Bank for the Escrow Account	
IFSC Code	
Account Name and Account Number of Escrow Account	

Employer	Contractor	Escrow Bank
----------	------------	-------------

SCHEDULE – III

TERMS & CONDITIONS AND OPERATING PROCEDURES

Deposits into Escrow Account

- Additional advance Payments related to Ex works/Installation Services (including Civil Works) under the Contract will be released by the Employer to the Contractor in this Escrow Account as per the provisions agreed in the Contract.

Release/ Withdrawal of Funds from the Escrow Account

- Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time for releasing the funds.

Note: Detailed Operating Procedure in this schedule, shall be finalised between Employer, Contractor & Escrow Bank at the time of signing of this Agreement.

Employer	Contractor	Escrow Bank
----------	------------	-------------

IN WITNESS WHEREOF the Contractor has caused its Common Seal to be affixed hereto on the date first above written, the Employer, and the Escrow Bank have caused the same and the said counterparts to be executed by the hand of an authorized official.

SIGNED AND DELIVERED BY
..... **(Name of Employer)**, the
within named **EMPLOYER**, by the
hand of _____
authorized representative of the
Employer, who has been authorized
to execute this Agreement.

THE COMMON SEAL OF
M/s _____

_____ the within named
CONTRACTOR, has pursuant to
the Resolutions of its Board of
Directors passed in that behalf
on _____

hereunto been affixed in the presence
of MD and Company Secretary who
has signed these presents in token
thereof

SIGNED AND DELIVERED BY
_____,
the within named **ESCROW**
BANK, by the hand of

.....

Its Authorised Representative.

Employer	Contractor	Escrow Bank
----------	------------	-------------

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, Installation, Civil and Structural Works, as per price break-up furnished by the Contractor in Schedule-1/ Schedule-5 and Schedule-3. **The Price Adjustment shall be without any Ceiling.**
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works (India) price of plant and equipment including Mandatory Spares manufactured within the Employer's Country, but excluding Type Tests Charges (covered in Schedule 1).
 - (b) Installation Price Component of Contract Price (covered in Schedule 3) consisting of Erection portion.
 - (c) Civil Works price component of Contract Price (covered in Schedule-3).
 - (d) Site Fabricated Structural Works price component of Contract Price (covered in Schedule-3).
 - (e) Ex-Works (India) Price of Recommended Mandatory Spares manufactured within the Employer's Country (covered in Schedule-5).
- (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 recognised 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 price component of Plant and Equipment including mandatory spares but excluding Type Tests Charges:**

It is understood that the price component of the equipment for any shipment/despatch 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/despatch shall be computed as under :

$$EC = EC_1 - EC_0$$

EC_1 will be computed as follows :

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

Where

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

EC_1 = Adjusted amount of Ex-works price component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.

EC_0 = Ex-works price for the plant and equipment in the currency of the Contract, shipment/despatch 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.

For the indices, Subscript 'o' refers to indices as on 30 days prior to date set for opening 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/despatch and
- (b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/despatch, for material.

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

In case of shipments/despatches 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 given above.

(viii)

Installation Price Component of the Contract:

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-efficients as enumerated).

The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below :

Indian Rupee portion of the Installation Price:

$$ER = ER_1 - ER_0$$

ER_1 will be computed as follows :

$$ER1 = ER_0 (F + 0.5 \times Lb \times L1 / Lo + 0.5 \times Lb \times W1 / Wo)$$

Where :

ER = Adjustment to Installation Price component expressed in Indian Rupees payable to the contractor for each billing.

ER_1 = Adjusted amount of Installation services component of Contract Price expressed in Indian Rupees payable to the Contractor.

ER_0 = Value of the Erection work done in the billing period, which shall be calculated as under:

For the purpose of computing ER_0 , 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:

$$\frac{\text{Installation component of the Contract Price} - [\text{Initial Advance amount} + \text{Installation component of the Contract Price payable on successful completion of Guarantee Test}]}{\text{Installation component of the Contract Price}}$$

Installation component of the Contract Price

The payment of price adjustment amount so computed 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 Guarantee Test. The amounts so retained shall be paid on successful completion of Guarantee Tests.

F = Fixed Price component = 0.15.

Lb = Coefficient of labour (for all categories) content in the Indian Rupee Portion of the Installation Services = 0.85.

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

W = Other index for Indian field labour index: 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.

(ix) **Price adjustment for Civil Works component of the Contract Price**

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:

$$CV = CV_1 - CV_0$$

CV_1 will be computed as follows :

$$CV_1 = CV_0 (F + m \times M_1 / M_0 + d \times D_1 / D_0 + s \times S_1 / S_0 + c \times C_1 / C_0 + 0.5 \times L_b \times L_1 / L_0 + 0.5 \times L_b \times W_1 / W_0)$$

Where,

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

CV_1 = Adjusted contract price i.e. value of work done after application of above price adjustment formula in the billing period.

CV_0 = 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.

CV_0 shall be calculated as under :

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 - component the contract price	{Initial Advance amount + Civil Works of the contract price payable after successful completion of Guarantee Test}
---	--

Civil Works Component of the Contract Price

The payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Civil Works Portion of Installation payment after retaining the pro-rata amount due on Completion of the Guarantee Tests. The amount so retained shall be paid on successful completion of the Guarantee Tests.

- F = Fixed portion of the contract price which will not be subjected to any adjustment under this formula or otherwise which will be*
- m = Coefficient of material (excluding cement & steel) content in the cost of civil portion of the work which will be*
- d = Coefficient of High Speed Diesel Oil (P.O.L) content in the cost of civil portion of the work which will be*
- s = Coefficient of steel content in the cost of civil portion of work which will be*
- c = Coefficient of cement content in the cost of civil portion of work which will be*
- Lb = Coefficient of labour (for all categories) content in the cost of civil portion of the work which will be*
- M = Material Index, namely, Index No. of wholesale price under group. "All commodities" as published by office of the Economic Adviser, Government of India.
- D = High Speed Diesel Oil price, namely price of High Speed diesel oil, at Pump Station of India Oil Corporation nearest to the project site. (selling price inclusive of taxes and duties as per litre of H.S.D. Oil).
- S = Index for steel content shall be*, as published by Ministry of Commerce and Industry, GOI .

- C = Index for cement content shall be*....., as published by Ministry of Commerce and Industry, GOI.
- L = Labour Index, namely, Consumer Price Index for Industrial Workers (Gen.) applicable to "All India" as published by Labour Bureau, Shimla of the Govt. of India.
- W = 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 the values of above mentioned minimum wages, labour / material/steel/cement indices, or diesel price as on 7 days prior to deadline set for submission of the Price bids.

'1' = Refers to values of corresponding minimum wages, labour / material/steel/cement indices, or diesel price as applicable for the month prior to month in which the work is executed.

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 civil work shall mean the schedule month of execution of Civil work or actual month of execution of 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.

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

(x) **Price adjustment for Structural Works component of the Contract Price**

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 labour (description and coefficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable shall be computed as follows :

$$ESW = ESW1 - ESW0$$

ESW1 will be computed as follows :

$$ESW1 = ESW0 \{ F + a \times A_1 / A_0 + b \times B_1 / B_0 + c \times C_1 / C_0 + d \times D_1 / D_0 + 0.5 \times L_b \times L_1 / L_0 + 0.5 \times L_b \times W_1 / W_0 \}$$

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 ESW₀, each structural bill (which is excluding initial advance and amount payable on completion of Guarantee test) during the structural work 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 payment of price adjustment amount so computed shall be made against a separate invoice, linking the corresponding invoice for Structural Work Portion of Installation payment after retaining the pro-rata amount due on Completion of the Guarantee Tests. The amount so retained shall be paid on successful completion of the Guarantee Tests.

- F = The fixed portion of the Structural Works Price Component shall be*
- 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*
 - L shall be Labour Index, namely, Consumer Price Index for Industrial Workers (Gen.) applicable to "All India" as published by Labour Bureau. Shimla of the Govt. of India.
 - W shall be 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 '0' refers to indices/minimum wages as on 7 days prior to deadline set for submission of the Price bids.

Subscript '1' refers to the indices/minimum wages 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.

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 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.

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 activity. For this purpose, the schedule date for completion of a particular Structural 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) Inland Transportation charges including Inland Transit Insurance for plant & equipment and Spare Parts.
- (2) Type Test Charges
- (3) Training charges
- (4) O&M charges

(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 Price component of the Equipment including Spares but excluding Type Test charges*

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 Envelope-I Bids
Material				
1.	*.....	a =	.....	.....
2.	*.....	b =	.....	.....
3.	*.....	c =	.....	.....
	Labour	l =	.....	.....
	Fixed Component	F = 0.15	.....	.....

* To be specified by the Bidder.

- i) Sum of all material coefficients indicated above shall be between 0.50 to 0.60.
- ii) The labour coefficient "l" shall be between 0.25 to 0.35.
- iii) Sum of all material coefficients and labour coefficients shall be 0.85.
- iv) Sum of F, a,b,c & l should be equal to 1.0.

B. Installation Price Component *

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 Stage-II(Price)Bid.
1.	Fixed Portion	F = 0.15		
2.	Indian Field Labour (L) :	Lb = 0.85	All India Consumer Price Index for Industrial workers (All Indian average) published by Labour Bureau, Shimla, Govt. of India.	-----
3.	Indian Field Labour (W) :	Lb = 0.85	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. 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 date of opening of bids of Stage-II (Price) Bid
Material				
1.	Material (excluding cement & steel) (M)	m = 0.15	Index no. of wholesale Price under group "All Commodities" as published by Ministry of Commerce and Industry, GOI	.....
2.	High Speed Diesel (D)	d = 0.05	Price of high speed diesel oil per litre at the Indian Oil Corpn.	.....

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on seven (7) days prior to date of opening of bids of Stage-II (Price) Bid
			outlet nearest to the project (selling price inclusive of taxes & duties, if any)	
3.	Steel (S)	s = 0.25	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.	.....
4.	Cement (C)	c = 0.10	Index for "Pozzolana Cement" under sub-group of "Manufacture of cement, lime and plaster" under Group of "Manufacture of other Non-Metallic Mineral Products" as published by Ministry of Commerce and Industry, GOI.	.....
5.	Labour (L)	Lb = 0.25	Consumer Price Index Number for Industrial Workers (All India Average) as published by Labour Bureau, Shimla/RBI	.....
6.	Labour (W)	Lb = 0.25	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	-----
7.	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 date of opening of bids of Stage-II (Price) Bid
Material :				
1.	Hot Rolled Coils & Sheets (A)	a=0.50	Index for "Hot Rolled (HR) Coils & Sheets, including Narrow Strip" under sub-group of "Mild Steel -Flat Products" under Group of "Manufacture of Basic Metals" as published by Ministry of Commerce and Industry, GOI	
2.	Manufacture of fabricated Metal Products-Structural Metal Product (B)	b=0.15	Index for "Manufacture of structural metal products" under Group of "Manufacture of Fabricated metal products, except Machinery and Equipment" as published by Ministry of Commerce and Industry, GOI	
3.	Labour (L)	Lb = 0.15	Consumer Price Index Number for Industrial Workers (All India Average) as published by Labour Bureau, Shimla/RBI	
4.	Labour (W)	Lb = 0.15	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	
5.	Fixed Component : $F_s = 0.20$			

*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 **Attachment-6P** to Price Bid Form.

INSURANCE REQUIREMENTS

(I) Insurance to be taken by the Contractor :

In accordance with the provisions of GCC Clause 34, the Contractor shall at his 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 herein. 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 and Equipments including all spare parts and Type Tests Charges to be supplied from abroad and/or 110% of Ex-Works Value in case of Plant & Equipments and Type Tests Charges including all spare parts manufactured within the 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% of CIF Value plus 110% of Ex-Works Value of Plant & Equipments (ii) Applicable Taxes and Duties (iii) Cost of indigenous Procurement and Free Issue Materials (iv) 10% Escalation on (i) (ii) & (iii) (v) Cost of Erection 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 Customs 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	Deductible	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 except for Third Party Liability, Workman's Compensation and Employer's Liability Insurances and the Contractor's Sub-Contractors shall be named as co-insured under all insurances policies taken out by the Contractor pursuant to GCC 34.1, 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, the insurance policies are found to be 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 Equipments during handling, transportation, storage, installation, commissioning, 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 Equipments 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 equipments/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 appropriate 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 evidenc eto 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

- 1.0 It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Contractor. The program of furnishing, erecting, testing, commissioning completion of facilities and site delivery of mandatory spares, identifying the key phases in various areas of work like design, procurement, manufacture, field activities including civil construction works shall be as per Master Network enclosed as Annexure-I to this Appendix-4 (*The Master Network submitted by the Bidder as per provision of Bid Data Sheets and as mutually discussed and agreed before Notification of Award shall be enclosed as Annexure-I to this Appendix-4*). As per this Master Network, the key milestones for completion of facilities are as under :

S. No.	Activity/ Description of Milestones	Duration in Months from NOA	
		Start	Finish
1.	Soil Investigation	0	1
2.	Site mobilization and preparatory works	1	2
3.	Site Leveling	2	3
4.	Detailed Engineering & Approval	1	12
5.	Foundation and Civil works	6	15
6.	Delivery of main equipment (Grate, Reactor, Bag filter, Pressure Parts etc.,)	9	18
7.	Installation of main equipment	10	20
8.	Other Misc. Civil works	-	24
9.	Commissioning (cold & hot)	25	28
10.	Trial Run	28	29
11.	Completion of facilities	29	30

Note:

1. "Start" in each activity means next day after the lapse of duration given from NOA, however, in case of "Start=0" the start date will be the date of NOA.
2. "Finish" means last day of completion of the period of particular activity.

- 2.0 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.
- 3.0 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.
- 4.0 Within one month of the Notification of Award, the Contractor shall submit to the Employer for his review and approval two copies (one reproducible and one print) of detailed PERT 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, dispatch, shipment, receipt at site and activities related to erection, commissioning and completion of facilities.

5.0 Detailed Manufacturing Programme

Detailed Manufacturing PERT Network for all the manufacturing activities and 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.

6.0 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 Mobilization
- C) Detailed Site Mobilization Plant

- 6.1 The bidder shall furnish the list of T&P to be deployed by him in Attachment-11 along with the Methodology of Construction and Erection which shall be discussed and mutually agreed to before Notification of the Award along with the schedule of deployment of such T&P.

The finalised list of T&P alongwith the schedule of their deployment shall then be enclosed as Annexure-4B to Appendix-4 of the Contract Agreement.

Any additional T&P required for satisfactory execution of the Contract as per specified time schedule, shall be mobilised by the Contractor as per the directions of Project Manager without any extra cost to Employer.

- 7.0 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.
- 8.0 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.
- 9.0 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 - I TO APPENDIX - 4

MASTER NETWORK

*The Master Network as per para 1.0 of Appendix-4
shall be enclosed as Annexure-I to Appendix-4*

(i) Major T&Ps

Sl. No.	Major T&P	Min. No. to be deployed	Period of Retention ----- from to (months (months from NOA) from NOA)

(The list of T&P alongwith the schedule of their deployment, as finalised before Notification of Award shall be enclosed here as ANNEXURE-II TO APPENDIX-4).

The list of minimum suggestive Safety Equipments & Safety Personal Protective Equipments to be deployed necessarily by the bidder is furnished below. However, the actual deployment at site shall not be limited to these and additional equipments if required shall be mobilised by the Contractor.

Sl. No.	Type and Description of the Equipment	Minimum Quantity
As per Attachment 9		

LIST OF SUB-CONTRACTORS

PART 1. Nominated Sub-Contractors

In the event that the Employer wishes to nominate any particular Sub-Contractor's for undertaking 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 requirements 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 complies with the requirements of ITB clause 3 (Eligible Plant & services)

Item of Work	Nominated Sub-Contractor
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 in Attachment-5 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 the list of Approved Sub-Contractors.

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

As per the Provisions of Clause 27.00.00, Part-D of Section-VI (Technical Specifications)

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 Documents and as finalised during the Contract award stage.

FUNCTIONAL GUARANTEES

The Functional Guarantee shall be as per the Provisions of Technical Specifications.

6. PERFORMANCE SECURITY FORM

6. Performance Security Form

(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 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 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 i.e. till(@ + 90).....

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(@ + 90)..... 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.....

(Signature).....

(Name).....

.....
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.....
Dated.....

- Notes :**
1. (*) This sum shall be ten percent (10%) of the Contract Price.
(@) This date will be ninety (90) days beyond the the Defects liability period as specified in the Contract.
 2. 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 U.P. or the State of India from where the BG shall be operated, **whichever is higher.**
 3. 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.

4. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC//CSBG/01 dated 03.09.14 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached with Section-V of Bidding Document.

6a. Performance Security Form

(In case of Contract awarded to Joint Venture)

In case of Contract awarded to Joint Venture wherever Contractor's Name is appearing, name of both the partners will be mentioned along with the respective name of place of Registered/Head Office wherever applicable.

NOT APPLICABLE

**7. BANK GUARANTEE FORM
FOR ADVANCE PAYMENT**

7(i). Bank Guarantee Form for Advance Payment (Supply Ex-Works)

(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 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 i.e. till(@ + 90).....

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(@ + 90)..... 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

(Signature).....

(Name).....

.....
(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 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 U.P. or the State of India from where the BG shall be operated, whichever is higher.
3. 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.

4. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC//CSBG/01 dated 03.09.14 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached with Section-V of Bidding Document.

**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)

T0,
[Employer's Name & Address]

Bank Guarantee No.....
Date.....

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 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[110% of advance amount]..... as aforesaid along with interest @ 12.20% per annum on the advance amount released by this Employer 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[110% of advance amount]..... along with interest on the advance amount release by the Employer 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 201 at

(Signature).....

(Name).....

.....
(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 U.P. 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.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC//CSBG/01 dated 03.09.14 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached with Section-V of Bidding Document.

**7.(iii) Bank Guarantee Form for Advance Payment
(Supply - EX-Works)**

(In case of Contract awarded to Joint Venture)

In case of Contract awarded to Joint Venture wherever Contractor's Name is appearing, name of both the partners will be mentioned along with the respective name of place of Registered/Head Office wherever applicable.

NOT APPLICABLE

8. FORM OF COMPLETION CERTIFICATE

8. Form of Completion Certificate

Date : _____

Loan/Credit No : _____

IFB No : _____

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC Clause 24 (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 Defects Liability Period.

Very truly yours,

Title
(Project Manager)

9. FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

9. Form of Operational Acceptance Certificate

Date: _____

Loan/Credit No : _____

IFB No: _____

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GCC Sub-Clause 25.3 (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 Defects 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 athaving been awarded a Contract
No..... dated for *(Contract Name)*..... by
(Name of Employer)

We 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-CUM-UNDERTAKING AGREEMENT

**11a. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT
FOR THE EQUIPMENTS
HANDLED OVER BY THE EMPLOYER
FOR PERFORMANCE OF CONTRACT
(Entire Equipment Consignment in one lot)**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made this day of 20 between(Contractor's Name) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and (Name of Employer), a Company incorporated under the Indian Companies Act having its Registered Office at and its project at (hereinafter called "....." / "Employer" which expression shall include its successors and assigns):

WHEREAS the 'Employer' has awarded to the 'Contractor' a Contract forvide 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' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@..... for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, a list where of is also annexed to this Indemnity-cum-Undertaking Agreement at Schedule-A, valued at (Currency and amount in Figures)..... (Currency and amount in words) handed over to the 'Contractor' for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the Equipments, etc. as per despatch title documents handed over to the 'Contractor' as detailed in the Schedule appended hereto. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer'

@ 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 Equipments 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 'Employer' The 'Contractor' undertakes to keep the 'Employer' 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 Equipments shall be utilised for any other work or purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement 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 the 'Employer' 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 the 'Employer' in this regard. Further the 'Employer' 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 the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement 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 the 'Employer' as to assessment of loss or damage to the Equipments 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 the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement.
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of

.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

For and on behalf of

.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement 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-cum-Undertaking Agreement , (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-cum-Undertaking Agreement . In case of Employer, by the authorized representative of the Employer.

SCHEDULE - A

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents RR/GR/Bill of Lading No & Date	Carrier	Value of the Equipments	Signature of Attorney in token of receipt
---	----------	--	---------	-------------------------	---

**11b. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT FOR THE EQUIPMENTS
HANDED OVER IN INSTALMENTS BY THE
EMPLOYER FOR PERFORMANCE OF CONTRACT**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made thisday of..... 20 between(Contractor's Name) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and(Name of Employer), a Company incorporated under the Indian Companies Act having its Registered Office at and its project at (hereinafter called "....." / 'Employer' which expression shall include its successors and assigns):

WHEREAS the 'Employer' has awarded to the 'Contractor' a Contract forvide 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' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@..... for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

NOW THEREFORE, This Indemnity-cum-Undertaking Agreement 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 instalments from time to time for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial instalment of the Equipments, etc. as per details in the Schedule appended hereto. Further, the 'Contractor' agrees to acknowledge actual receipt of the subsequent instalments of the Equipments, etc. as required by@..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity-cum-Undertaking Agreement so as to form integral parts of this Indemnity-cum-Undertaking Agreement. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer'.

@ 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 Equipments 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 'Employer'. The 'Contractor' undertakes to keep the 'Employer' 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 Equipments shall be utilised for any other work or purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement 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 the 'Employer' 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 the 'Employer' in this regard. Further, the 'Employer' 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 the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is misutilised in any manner whatsoever, then the 'Contractor' hereby agrees that the decision of the Project Manager of the 'Employer' as to assessment of loss or damage to the Equipments 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 the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement.
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of
.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

For and on behalf of
.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement 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-cum-Undertaking Agreement , (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-cum-Undertaking Agreement . In case of Employer, by the authorized representative of the Employer.

SCHEDULE No.1

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents	Value of the Equip- ments	Signature of Attorney in token of receipt
		RR/GR/Bill of Lading No & Date	Carrier	

(Please number subsequent schedules).

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

forawarded 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 atand 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. No.	Qty.	Value	Remarks
------------	------------------	--	--	--------------	------	-------	---------

(SIGNATURE OF THE PROJECT AUTHORITY)

(Designation).....

Date).....

13. DEED OF JOINT UNDERTAKING

FORM 13 FOR ROUTE 2

**FORM OF DEED OF JOINT UNDERTAKING FOR EPC PACKAGE FOR WASTE TO
ENERGY PROJECT (2X350 TPD) AT KAWAS AS PER CLAUSE 3.1.2.0, ITEM 3 OF BID
DATA SHEETS
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR, MEETING THE REQUIREMENTS OF CLAUSE 3.1.2.1, [INDIAN EPC / R&M COMPANY] AND THE COLLABORATOR/ ASSOCIATE WHO MEETS THE REQUIREMENT OF CLAUSE 3.1.1.0, ITEM 3 OF BID DATA SHEETS (BDS) [AS A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] FOR SUCCESSFUL PERFORMANCE OF THE WASTE TO ENERGY EQUIPMENT SYSTEM INCLUDING MEETING THE TECHNICAL GUARANTEES

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s a Company incorporated under having its Registered Office at.....(hereinafter called the "Bidder/Contractor/Indian EPC / R&M Company", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/s a Company incorporated under having its Registered Office at.....(hereinafter called "**QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)**", which expression shall include its successors, administrators, executors and permitted assigns)

in favour of NTPC Ltd., a Government of India Enterprise incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 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, shop fabrication, preassembly, shop testing/type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipments under bidder's scope of work of Waste to Energy Equipment System and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

AND WHEREAS clause 3.1.2.4, item 3 of BDS of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 3.1.3.1, item 3 of BDS and "QWEPM" meeting the requirements of Clause 3.1.1.0, item 3 of BDS on its own, shall furnish a Deed of Joint Undertaking.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

WHEREAS M/s (Bidder/Contractor), an Indian EPC / R&M Company, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, should have executed at least one Engineering, Procurement, Construction (EPC) Contract OR Renovation & Modernisation (R&M) Contract of value not less than ₹ 100 Crores consisting of at least Steam Generator and Steam Turbine Generator Set in a thermal power plant.

AND WHEREAS the Bidder and QWEPM are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Waste to Energy Equipment System including meeting the technical guarantees for its Kawas Waste to Energy Project, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor and the QWEPM, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for the complete **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor, we the QWEPM, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Waste to Energy Equipment System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Waste to Energy Equipment System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the QWEPM and the Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever and the Contractor.

The liability of the QWEPM shall be limited to an amount equivalent to **ten percent (10%)** of value of contract awarded to the Contractor.

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 QWEPM, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the QWEPM.

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) We, the QWEPM shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating with auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Waste to Energy Equipment's and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**.
 - (b) We, the QWEPM shall be specifically responsible for the following:
 - (i) Design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete waste to energy plant being offered to NTPC by bidder.
 - (ii) Design, engineering, manufacturing / getting manufactured Grate, Combustion System or Waste Heat Recovery Steam Generator (WHRSG) or both, as applicable.
 - (iii) Complete design of Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including selection/design of Grate & Flue Gas treatment material, lining & all internals; complete mass flow balance as well as design of structural/supporting system

including selection of material & accessories etc.

- (iv) Selection of auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including preparation of purchase specification for critical auxiliaries viz CEMS, Grab Crane, Turbine, Generator, SNCR, Fans, Bag Filter, Flue Gas reactor (Lime & Activated Carbon rejection).
- (v) Design of controls, protections and interlocks for all the auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
- (vi) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System and for their proper interfacing and integration.
- (vii) Provide manufacturing/fabrication drawings for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including its internals.
- (viii) All the write up/documents/drawings/ design/calculations provided by the Bidder shall be duly wetted by QWEPM.

Further, we, the QWEPM shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the QWEPM for successful commissioning and performance of Waste to Energy Equipment System, the QWEPM shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

- (a) We, the QWEPM will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Waste to Energy Equipment System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the QWEPM design & manufacturing drawings released by us, the Associate/ Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at QWEPM or its Sub-vendor's works and shall meet QWEPM acceptance.

- (b) We the QWEPM shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Waste to Energy Equipment System to the satisfaction of the Employer.

Further, the QWEPM shall ensure proper design, manufacture, installation, testing and successful performance of the Waste to Energy Equipment System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the QWEPM shall advise the Contractor/ his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (c) In the event the QWEPM and the Contractor fail to demonstrate that the Waste to Energy Equipment System meets the guaranteed parameters and demonstration parameters as specified in the contract, the QWEPM and the Contractor shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.

- (d) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Waste to Energy Equipment System and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Associate/Collaborator.
4. We, the Contractor and the QWEPM do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.
 5. We, the Contractor and the QWEPM will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** and timely delivery thereof to meet the completion schedule under the Contract.
 6. In case of Award, in addition to the Contractor's Performance Bank Guarantee furnished by the Contractor, the QWEPM shall furnish "as Security" an on demand Performance Bank Guarantees in favour of the Employer as per provisions of the Bidding Documents. The value of such Bank Guarantees shall be equal to Five percent (5%) of the total contract price of the Contract signed between the Contractor and NTPC and it shall be towards guaranteeing 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 **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** under the Contract. In case of delay in completion of the defect liability period, the validity at 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 documents. This Deed of Joint 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 QWEPM and the Contractor agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Deed of Joint 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 NOA.

IN WITNESS WHEREOF, the QWEPM, the OTHER PROMOTER(S) 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

(Bidder/Contractor)

Witness :

1.
(Name in Block Letters) (Signature of the authorized representative)

.....
(Official Address) Name :

Designation :

Common Seal of the Company

For M/s (QWEPM)

Witness :

1.
(Name in Block Letters) (Signature of the authorized representative)

.....
(Official Address) Name :

Designation :

Common Seal of the Company

Notes:

- i) Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
- ii) Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
- iii) Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
- iv) Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
- v) Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
- vi) **Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished alongwith this Deed of Joint Undertaking.**
- vii) **The list of banks which are acceptable to NTPC for issuing Bank Guarantee in this regard is indicated in Annexure-I to SCC.**

* Bidder to strike out, whichever is not applicable.

FORM 13 FOR ROUTE 3

**FORM OF DEED OF JOINT UNDERTAKING FOR EPC PACKAGE FOR WASTE TO
ENERGY PROJECT (2X350 TPD) AT KAWAS AS PER CLAUSE 3.1.3.0, ITEM 3 OF BID
DATA SHEETS
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/ CONTRACTOR, MEETING THE REQUIREMENTS OF CLAUSE 3.1.3.1, [INDIAN *SUBSIDIARY COMPANY / JOINT VENTURE COMPANY OF A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] AND THE COLLABORATOR/ ASSOCIATE WHO MEETS THE REQUIREMENT OF CLAUSE 3.1.1.0, ITEM 3 OF BID DATA SHEETS (BDS) [AS A QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)] AND THE OTHER PROMOTER(S) HAVING 25% OR HIGHER EQUITY PARTICIPATION IN THE *SUBSIDIARY COMPANY/ *JV COMPANY (AS THE CASE MAY BE) FOR SUCCESSFUL PERFORMANCE OF THE WASTE TO ENERGY EQUIPMENT SYSTEM INCLUDING MEETING THE TECHNICAL GUARANTEES

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s a Company incorporated under having its Registered Office at.....(hereinafter called the "Bidder/Contractor/Indian *Subsidiary / Joint Venture (JV) Company", which expression shall include its successors, administrators, executors and permitted assigns) AND

M/s a Company incorporated under having its Registered Office at.....(hereinafter called "**QUALIFIED WASTE TO ENERGY PLANT EQUIPMENT MANUFACTURER (QWEPM)**", which expression shall include its successors, administrators, executors and permitted assigns) AND

*M/s a Company incorporated under having its Registered Office at....., and having 25% or higher equity participation in the Bidder/ Contractor (hereinafter called the "**OTHER PROMOTER(s)**", which expression shall include its successors, administrators, executors and permitted assigns),

in favour of NTPC Ltd., a Government of India Enterprise incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 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, shop fabrication, preassembly, shop testing/type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipments under bidder's scope of work of Waste to Energy Equipment System and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

AND WHEREAS clause 3.1.3.5, item 3 of BDS of Bidding Documents, stipulate that the bidder, meeting the requirement of Clause 3.1.3.1, item 3 of BDS, having collaboration or valid licensing agreement with "QWEPM" meeting the requirements of Clause 3.1.1.0, item 3 of BDS and the OTHER Promoter(s) having 25% or higher equity participation in the Bidder, shall furnish a Deed of

Joint Undertaking.

WHEREAS M/s (Bidder/Contractor) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** for its Kawas Gas Power Station vide its Bidding Document No.: CS-2600-001-9:

WHEREAS M/s (Bidder/Contractor), an Indian *Subsidiary / Joint Venture Company of M/s, a QWEPM meeting the requirement of Clause 3.1.1.0, item 3 of BDS, registered in India under the Companies Act of India, as on the date of Techno-Commercial Bid opening, for purpose of design, engineering and manufacturing/get manufacturing of at least Grate System or Waste Heat Recovery Steam Generator (WHRSG) or both for waste to energy plants as well as design, engineering, supply, erection/ erection supervision, commissioning/ commissioning supervision of waste to energy plants, meeting the requirement of Clause 3.1.3.1, item 3 of BDS whose other Promoter(s) is having 25% or higher equity participation in the Bidder/ Contractor i.e. *M/s..... (hereinafter called "OTHER PROMOTER(s)").

AND WHEREAS the Bidder, QWEPM and the OTHER PROMOTER(S)(s) are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Waste to Energy Equipment System including meeting the technical guarantees for its Kawas Waste to Energy Project, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor, the QWEPM and the OTHER PROMOTER(S), do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for the complete **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**, as specified under the said Contract(s) to the satisfaction of the Employer.
2. In case of any breach of the Contract committed by the Contractor, we the QWEPM and the OTHER PROMOTER(S), do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Waste to Energy Equipment System and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Waste to Energy Equipment System Package. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the QWEPM and the OTHER PROMOTER(S) and the Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever and the Contractor.

The liability of the QWEPM shall be limited to an amount equivalent to **ten percent (10%)** of value of contract awarded to the Contractor.

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 QWEPM and the OTHER PROMOTER(S), nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the QWEPM and the OTHER PROMOTER(S).

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:

(c) We, the QWEPM shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating with auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Waste to Energy Equipment's and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)**.

(d) We, the QWEPM shall be specifically responsible for the following:

- (i) Design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete waste to energy plant being offered to NTPC by bidder.
- (ii) Design, engineering, manufacturing / getting manufactured Grate, Combustion System or Waste Heat Recovery Steam Generator (WHRSG) or both, as applicable.
- (iii) Complete design of Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including selection/design of Grate & Flue Gas treatment material, lining & all internals; complete mass flow balance as well as design of structural/supporting system including selection of material & accessories etc.
- (iv) Selection of auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including preparation of purchase specification for critical auxiliaries viz CEMS, Grab Crane, Turbine, Generator, SNCR, Fans, Bag Filter, Flue Gas reactor (Lime & Activated Carbon rejection).
- (v) Design of controls, protections and interlocks for all the auxiliaries for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System including Absorber for their safe and reliable operation as integral units with other equipments of the Main Plant.
- (vi) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system including all civil inputs for foundation design, site construction, structural work etc. for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment System and for their proper interfacing and integration.
- (vii) Provide manufacturing/fabrication drawings for Grate, Waste Heat Recovery Steam Generator & Flue Gas treatment system including its internals.
- (viii) All the write up/documents/drawings/ design/calculations provided by the Bidder shall be duly wetted by QWEPM.

Further, we, the QWEPM shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the QWEPM for successful commissioning and performance of Waste to Energy Equipment System, the QWEPM shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.

(a) We, the QWEPM will be fully responsible for the quality of manufacture of all equipments/ main assemblies/ components for incorporation in the Waste to Energy Equipment System.

For the items to be manufactured by the contractor at his/or his vendor's works as per the

QWEPM design & manufacturing drawings released by us, the Associate/ Collaborator shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at QWEPM or its Sub-vendor's works and shall meet QWEPM acceptance.

- (b) We the QWEPM shall be fully responsible for complete for design, engineering, supply, installation, putting in to satisfactory operation and carrying out the guarantee tests for Waste to Energy Equipment System to the satisfaction of the Employer.

Further, the QWEPM shall ensure proper design, manufacture, installation, testing and successful performance of the Waste to Energy Equipment System under the said Contract in accordance with stipulations of Bidding Documents and if necessary, the QWEPM shall advise the Contractor/ his Sub-Vendor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.

- (c) In the event the QWEPM and the Contractor fail to demonstrate that the Waste to Energy Equipment System meets the guaranteed parameters and demonstration parameters as specified in the contract, the QWEPM and the Contractor shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.

- (d) Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Waste to Energy Equipment System and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the contract shall be the joint and severally responsibility of the Contractor and Associate/Collaborator.

4. We, the Contractor, the QWEPM and the OTHER PROMOTER(S) do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.
5. We, the Contractor, the QWEPM and the OTHER PROMOTER(S) will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** and timely delivery thereof to meet the completion schedule under the Contract.
6. In case of Award, in addition to the Contractor's Performance Bank Guarantee furnished by the Contractor, the QWEPM shall furnish "as Security" an on demand Performance Bank Guarantees in favour of the Employer as per provisions of the Bidding Documents. The value of such Bank Guarantees shall be equal to Five percent (5%) of the total contract price of the Contract signed between the Contractor and NTPC and it shall be towards guaranteeing 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 **EPC PACKAGE FOR WASTE TO ENERGY PROJECT (2X350 TPD)** under the Contract. In case of delay in completion of the defect liability period, the validity at 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 documents. This Deed of Joint 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 QWEPM and the OTHER PROMOTER(S) and the Contractor agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Deed of Joint 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 NOA.

For M/s

Witness :

Common Seal of the Company

Common Seal of the Company

For M/s

(OTHER PROMOTER(s))

Witness :

1.

(Name in Block Letters)

.....

(Signature of the authorized representative)

.....

(Official Address)

Name :

Designation :

Common Seal of the Company

Notes:

- i) Whenever the term 'waste fired' is appearing above, "Waste" shall be deemed to include Municipal Solid Waste (MSW)/ Refused Derived Fuel (RDF).
- ii) Refused Derived Fuel shall mean fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste in the form of fluff
- iii) Wherever the term **"Flue Gas Treatment System"**, is appearing above, the same shall be deemed to include complete flue gas treatment system with De-NOx system, Lime system, activated carbon system, bag house, flue gas cooling, ducting etc.
- iv) Wherever the term "per stream", is appearing above, the same shall mean a single block of Waste Heat Recovery Steam Generator.
- v) Wherever the term "Waste Heat Recovery Steam Generator" is appearing above, the same shall be deemed to include furnace and pressure parts as minimum.
- vi) **Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorised signatory, shall be furnished alongwith this Deed of Joint Undertaking.**
- vii) **The list of banks which are acceptable to NTPC for issuing Bank Guarantee in this regard is indicated in Annexure-I to SCC.**

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

**14. FORM OF BANK GUARANTEE
BY ALL EXECUTANTS OF DEED OF JOINT
UNDERTAKING OTHER THEN CONTRACTOR**

**14. PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(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 with its Registered Head Office at..... (hereinafter 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 M/s.....
(Qualified Waste to Energy Plant Equipment Manufacturer (QWEPM) / Other Promotor*) having its registered office at (hereinafter called **QWEPM / Other Promotor***), and QWEPM / Other Promotor* having agreed to provide a Bank Guarantee amounting to..... to the Employer on the terms and conditions specified in the "Undertaking".

We..... 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 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 QWEPM / Other Promotor* or "Contractor".

Any such demand made by the Employer on the Bank shall be conclusive and binding, not withstanding any difference between the Employer and Contractor and/or between the Employer and QWEPM / Other Promotor* 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 QWEPM / Other Promotor*.

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 QWEPM / Other Promotor* 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 QWEPM / Other Promotor* and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or QWEPM / Other Promotor's* liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to and, it shall remain in force upto and including@+90..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (QWEPM / Other Promotor*) on whose behalf this guarantee has been given.

Date this.....day of.....20.....at.....

* Strike off whichever is not applicable

WITNESS

1.
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Designation with
Bank Stamp)

Authorised Vide Power of
Attorney No.....

Date.....

2.
(Signature)
-
(Name)
-
(Official Address)

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 BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
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 Section-VII of bidding document. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

**15. FORM OF JOINT VENTURE/CONSORTIUM
AGREEMENT**

-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.	
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 NTPC, 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 of Authorized Person having
Power of Attorney.....
Designation
Company Seal

Note : The Bidder is required to fill up this form and enclose along with the Bank Guarantee.

17. FORM OF EXTENSION OF BANK GUARANTEE

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of appropriate value)

Ref. No.

Dated :

@

Dear Sirs,

Sub : Extension of Bank Guarantee No. dtd..... for
.....[indicate value of bank guarantee]..... favouring
yourselves, expiring on..... on
account of M/s*.....(Name of Bidder)..... 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
branch office at and having its Head Office at
..... do hereby extend our liability under the above mentioned
Bank Guarantee No..... dated for a further period of.....Years/Months
from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee
No..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to
have been attached.

(Signature
(Name & Designation).....
(Bank's Seal)

Authorised vide Power of Attorney
No.....
Date

Dated
SEAL OF BANK

@ The extension of the Bank Guarantee should be forwarded to the Unit/ Project/Corporate
Centre, from where the extension has been sought.

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT [FOR
REMOVAL / DISPOSAL OF SCRAP / SURPLUS MATERIAL]**

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO
REMOVAL/DISPOSAL OF SCRAP/SURPLUS MATERIAL**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT executed thisday of..... 20 between(Name of Company) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office(s) at (Office Address) hereinafter called the 'Contractor' (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assigns)

AND

M/s. having its registered office at (hereinafter referred to as 'Employer').

1. 'Employer' has awarded the 'Contractor', contract for execution of work ("Scope of Work") as mentioned in the contract agreement no. dated, entered into between 'Employer' and 'Contractor', relating to (Name & Address of Project/Station) (hereinafter called 'the Project').
2. The 'Contractor' 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 'Contractor', it has been identified that scrap (Details of Scrap Material & its quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor' 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 'Contractor', requires to be removed by 'Contractor' from the Project Site.

NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS UNDER:

1. That 'Contractor' by way of this Indemnity-cum-Undertaking Agreement requests 'Employer' to issue necessary exit gate pass(es) in favour of 'Contractor' for removal of scrap..... (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.
2. That as per Employer's procedure, 'Contractor' 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 'Contractor' 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 'Employer' and keep 'Employer' indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by 'Employer' by reason of the issue of necessary gate pass(es) by 'Employer' and permitting 'Contractor' to remove scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.
4. That 'Contractor' undertakes to indemnify and keep '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 and surplus belonging to 'Contractor', from the Project Site aforesaid, by the 'Contractor'. Further, in case the laws require 'Employer' to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the 'Contractor', the same shall be obtained by the 'Contractor' on behalf of 'Employer'.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at (Name of the Place)

For and on behalf of

.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

For and on behalf of

.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement 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-cum-Undertaking Agreement , (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-cum-Undertaking Agreement. In case of Employer, by the authorized representative of the Employer.

**19. PROFORMA BANK GUARANTEE FOR
FORM OF SECURITY AGAINST O&M CHARGES/PERIOD
(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing bank)**

Ref.

Bank Guarantee No.

Date.....

To

[Employer's Name & Address]

Dear Sirs,

In consideration of the NTPC Limited, (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..... 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 in a 'Contract' bearing No. dated valued at..... for

..... (Scope of Contract)..... and the Contractor having agreed to provide Guarantee against **O&M Charges during O&M Period** as specified in the Bidding Documents, for amount of*.....{i.e.....) to the Employer.

We (Name & Address)....., 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*

.....(day / 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 Contractor or any dispute pending before any court, tribunal 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 continue to be enforceable till the Employer discharges this guarantee.

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 of 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 Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Employer or any other indulgence shown by the Owner or by any other matters 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 herein above 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. whose behalf this guarantee has been given.

WITNESS:

Dated this day of 20 at

WITNESS:

.....

(Signature)

.....

(Signature)

(Bank's Rubber Stamp)

.....

(Name)

(Name)

.....

.....

(Official Address)

Designation with
Bank

Stamp

.....

Attorney as per
Power of Attorney No.

.....

Dated

.....

Note 1 * The date will be ninety (90) days after the end of the Operation & Maintenance (O&M) period as specified in the Contract.

2. While getting the bank guarantee issued, bidders are required to ensure compliance to the points mentioned at 'Bank Guarantee Verification Check List'

3. The BG should be on Non-judicial stamp-paper/ e-stamp paper of appropriate value as per stamp Act prevailing in the state (s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher. The stamp paper/ e-stamp paper shall be purchased in the name of bidder/ Bank issuing the guarantee.