

NTPC LIMITED

(A Government of India Enterprise)



SECTION - VII
BOOK 1 OF 3
FORMS AND PROCEDURES
FOR

**GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW \pm 5 MW) EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

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

TABLE OF FORMS AND PROCEDURES

Sl.No.	Description
1a.	<u>Section-VII (Part 1 of 3)</u> Techno-Commercial Bid (Envelope-I) Bid Form & Attachments
1b.	<u>Section-VII (Part 2 of 3)</u> Price Bid (Envelope –II) Bid Form & Attachments along with Price Schedules
	<u>Section-VII (Part 3 of 3) consisting of the following:</u>
2.	Bid Security Form – Bank Guarantee
2a.	Bid Security Form Letter of Credit (Not Applicable)
2b.	Bid Security Form – Insurance Surety Bond
3a	Form of Notification by the Employer to the Bidder
3b	Form of Sight Draft
4.	Forms of Notification of Award
5.	Form of Contract Agreement
6.	Performance Security Form
6a	Deleted
6b	Form of Insurance Surety Bond towards Performance Security
7.	(i) Bank Guarantee Form for Advance Payment (Supply-FOB/Ex-works) (ii) Bank Guarantee Form for Advance Payment (Interest Bearing) (Installation Services / Civil / Structural Works) (iii) Bank Guarantee Form for Interest free Advance Payment (For Installation Services/Civil Works/Structural Works) (iv) Bank Guarantee Form for Advance Payment linked to Trial Operation (For Installation Services/Civil Works/Structural Works)
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 Authorization Letter

- 13A. **Deleted**
- 13B. **Deleted**
- 14A. **Deleted**
- 14B. Form of Bank Guarantee//Insurance Surety Bond towards Security by Associate/Collaborator
- 15. Form of Bank Guarantee/ Insurance Surety Bond Verification Check List
- 16. Form of Validity Extension of Bank Guarantee/ Insurance Surety Bond
- 17. Form of Indemnity - cum-Undertaking Agreement (for Removal/Disposal of Surplus Material and Scraps)
- 18. Form of Contract Closing certificates
- 19. Electronic Fund Transfer Form
- 20. Declaration of Absence of Conflict of Interest With Conciliation Committees of Independent Experts (CCIE)
- 21. Declaration of Absence of Conflict of Interest With INDEPENDENT ENGINEER (IE)
- 22. BG forwarding letter from Bank to Unified Treasury in Bank's letterhead
- 23. Form of certificate regarding Bank Guarantee charges
- 24. **Deleted**
- 25. Tripartite Integrity Pact

(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. DULY CERTIFIED AND VERIFIED FOR AUTHENTICITY FROM INDEPENDENT STATUTORY AUDITOR OF THEIR COMPANY OR SPECIFIED THIRD-PARTY INSPECTION AGENCY.

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 DJU/JV AGREEMENT ETC., WHEREVER APPLICABLE, TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID/ DJU/JV AGREEMENT AS APPLICABLE
- * BIDDER TO ENSURE THAT BID SECURITY//DJU/JV AGREEMENT 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 ORIGINAL DOCUMENTS WITHOUT SIGNATURE IN ORIGINAL SHALL NOT BE ACCEPTABLE AND SHALL BE SUMMARILY REJECTED.
- * DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS LIKE BID SECURITY, DEED OF JOINT UNDERTAKING ETC SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS. IN CASE SUCH INSTRUMENTS HAVE BEEN EXECUTED OUTSIDE INDIA, THE SAME SHOULD BE PROPERLY ADJUDICATED AS PER SECTION 18 OF STAMP ACT.

1A. BID FORM AND ATTACHMENTS

ENVELOPE-I

(TECHNO-COMMERCIAL BID)

TECHNO-COMMERCIAL BID FORM

Proposal Ref. No.

Tender Id No. 2026_NTPC_104283_1

Date:

**Name of Package : GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW
±5 MW) EPC PACKAGE,
BIDDING DOCUMENT NO. CS-6401-001-2**

To
NTPC LIMITED
6th Floor, 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-6401-001-2, including its subsequent amendmentsand clarifications....., if any (insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, construct, install and commission (including carrying out Guarantee Test) the facilities under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Bid.

1.1 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

*Further, we certify that we do not have any Transfer of Technology (TOT) arrangement requiring registration with the competent authority.

Or

*Further, we certify that we have valid registration for Transfer of Technology (TOT) arrangement with the competent authority to participate in this procurement.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure...**.... to Bid.**

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

2.0 **COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS**

2.1 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.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(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 shall be rejected and our Bid Security shall be forfeited.

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

3.0 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.

4.0 Deleted

5.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Security and additional securities (as applicable in the forms and amounts and within the time specified in the Bidding Documents.

6.0 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.

7.0 We understand that you are not bound to accept the lowest or any other bid you may receive.

8.0 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.

9.0 We have carefully examined the provisions of *“Preference to Make in India and Eligibility for Participation/granting of Purchase Preference to Class-I Local Suppliers”* as stipulated in the Bid Data Sheets and confirm our compliance with the same.

(i) We hereby confirm that (please tick the applicable option):

- ☐ We are a **Class-I Local Supplier** and eligible for purchase preference.
- ☐ We are a **Class-II Local Supplier**.
- ☐ We are a **Non-Local Supplier**.

(Bidder to strike off whichever is not applicable)

(ii) **Local Content Detail:**

The details of the location(s) at which the local value addition is made are as under:

Sl. No.	Description of Goods & Services	Location(s) of Local Value Addition	% of Local Content	Supplier Category (Class-I / Class-II / Non-Local)

Bidder may also enclose additional sheets in similar formats (if required), for providing details pertaining to local value addition.

(iii) **Additional Declaration applicable to Class-I local Supplier:** *We confirm that we fulfil the requirements of Local content for Class-I local Supplier. We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at clause no. 40.00.00 of GTR in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.*

(iv) **Additional Declaration applicable to Class-I and Class-II local Supplier:** We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal Trade (DPIIT).

(In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal Trade (DPIIT), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.)

10.0 We further confirm that we have quoted the local content portion of our bid price in Indian Rupees only. We undertake that the certification from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) in this regard shall be submitted by us prior to submission of our last bill for payment.

Dated this.....day of. 20.....

Thanking you, we remain,

Yours faithfully,

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

Business Address:

Country of Incorporation (Province also to be indicated):

No. :

Phone No. :

Email ID :

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

(a) Attachment 2 (Power of Attorney)

(b) Attachment 4, (For documentary evidence establishing that the facilities offered are eligible facility and conform to bidding documents.)

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

2. Bidders may note the **Classification Criteria (as per PPP-MII Order):**

- **Class-I Local Supplier:** Local content $\geq 50\%$
- **Class-II Local Supplier:** Local content $\geq 20\%$ but $< 50\%$
- **Non-Local Supplier:** Local content $< 20\%$

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO. CS-6401-001-2**

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)**

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO. CS-6401-001-2**

TENDER FEE

NOT APPLICABLE

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO. CS-6401-001-2

POWER OF ATTORNEY to be attached by bidder

{To be enclosed as per ITB Clause 8.1.1 (b) }

BIDDER TO ATTACH THE POWER OF ATTORNEY INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN BOTH THE BID [TECHNO-COMMERCIAL BID AND PRICE BID] AND THAT THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY IN ACCORDANCE WITH ITB CLAUSE 13

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Qualification Data)**

Dear Sirs,

We seek qualification under Clause 8.1.2(a) of Section ITB and Appendix-I to BDS and our qualification data in support thereof is enclosed in the following Attachments:

1. Attachment 3A : Experience Details of Bidder, and Certificate of Compliance on Qualifying Requirements.
2. Attachment 3B : Details of Financial Capacity Status
3. Attachment 3C : Details of Design, Engineering, 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
- 9.1 Attachment 3I-1 : Letter of undertaking to ensure successful performance of Gas Engine
- 9.2 Attachment 3I-2 : Letter jointly signed by the bidder and the Holding Company/ all its Subsidiary(ies) extending support to the bidder
10. Attachment 3J : Details regarding Project Management Organization
11. Attachment 3K : Provenness criteria [as per Part-A, Section-VI (Technical Specifications)]
12. Attachment 3L : Declaration regarding Insolvency, Bankruptcy and Liquidation

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

Date : _____ **(Signature).....**
Place : _____ **(Printed name).....**
 _____ **(Designation).....**
 _____ **(Company Seal).....**

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

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC Package SECTION - VII (Part 1 of 3)
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**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO. CS-6401-001-2**

**(Qualification Data to be filled in by bidders who are seeking qualification
as per Clause 1.1.0 (Route-1) of Appendix-I to BDS)**

Bidder's Name & Address:

To,
Sr. Manager (C&M)
NTPC LIMITED,
6th Floor, Engineering Office Complex, Plot
A-8A, Sector 24, Noida-201301

1.0 We, M/s.-----(**Name of Bidder**) hereby confirm that we are seeking qualification under **Route-1 (Engine Manufacturer)** as per Clause 1.1.0 of Appendix-I to BDS.

2.0 We confirm that we meet the qualifying requirements specified in Clause No. 1.1.0 of Appendix-1 of BDS Section-III of Bidding Documents. In this regard, we declare **that we are a Engine manufacturer** and have **designed, manufactured, supplied and commissioned/ supervised commissioning** of at least **one (01) Gas Engine for power generation**, having **minimum rating** as that of the offered Gas Engine, and has logged a **minimum of 4000 fired/operating hours** since commissioning and have been in **successful operation, for a period of at least one (01) year**, prior to the date of techno-commercial bid opening, the details of which are given below.

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

2.1 Details of Reference work (Attach separate sheet for each reference work)

S.No	Item Description	Details	Supporting documents for details furnished
(1)	(2)	(3)	(4)

i. Name, address, e-mail, Tel.
No. of the Bidder

ii. Name and Designation of
the responsible person

iii. Name of the reference
power plant/ station and its
location

iv. Name of the Client / Owner

with full address, phone & e-mail

- v. Gas Engine Make & model
- vi. Rated capacity (Rating) of Gas Engine (MW/KW)
- vii. Gas Engine Installed for Power generation
 - (a) Date of commissioning of Gas Engine
 - (b) Date from which the system is in successful operation condition
 - (c) Duration of successful operation prior to the date of techno-commercial bid opening
 - (d) Logged fired/operating hours since Commissioning
- viii. Whether Bidder's scope of work includes
 - (i) Design *Yes/*No
 - (ii) Manufacturing *Yes/*No
 - (iii) Supply *Yes/*No
 - (iv) *Commissioning/ *Supervised Commissioning *Yes/*No
- ix. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

*** 3.0** Since we are not meeting the requirements stipulated under clause 1.1.0 of Appendix-1 of BDS Section-III of Bidding Documents on our own and we confirm that we meet the requirements stipulated under clause 1.1.0 of Appendix-1 of BDS Section-III collectively along with our Subsidiaries (held directly or indirectly) / Holding Company i.e M/s.....,M/s..... (Name of Subsidiaries (held directly or indirectly) / Holding Company).

Further, **a letter jointly signed by us and the Holding Company/ all its Subsidiary (ies) extending support to us** for meeting the requirements stipulated under clause 1.1.0 of Appendix-1 of BDS Section-III and for successful performance of the Contract, as per the format **(Attachment 3I-2)** enclosed in the bidding documents, **is also furnished along with the Techno Commercial bid.**

3.1 Details of Holding Company / Subsidiary/ies are as below:

- (i) *Name of Holding Company/ Subsidiary (ies)

Details of Reference work executed by *Holding Company / *Subsidiary/ies

S.No	Item Description	Details	Supporting documents for details furnished
(1)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. of the Holding Company / *Subsidiary/ies		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference power plant/ station and its location		
iv.	Name of the Client / Owner with full address, phone & e-mail		
v.	Gas Engine Make & model		
vi.	Rated capacity (Rating) of Gas Engine (MW/KW)		
vii.	Purpose for which Gas Engine Installed i.e. Power generation		
	(a) Date of commissioning of Gas Engine		
	(b) Date from which the system is in successful operation condition		
	(c) Duration of successful operation prior to the date of techno- commercial bid opening		
	(d) Logged fired/operating hours since Commissioning		
viii.	Whether Holding Company / Subsidiary/ies scope of work includes		
	(i) Design	*Yes/*No	
	(ii) Manufacturing	*Yes/*No	
	(iii) Supply	*Yes/*No	
	(iv) *Commissioning/ *Supervised Commissioning	*Yes/*No	

- ix. Letter jointly signed by Bidder and Holding Company/Subsidiary(ies) extending support for successful performance of the Contract (**Attachment 3I-2**) attached as Annexure-----.
- x. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

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

Note:

- 1. Bidders to give detail of reference plant for higher capacity engine amongst two types of engines.**
2. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) times the reference plants, as per provisions of Clause no. 4.0 of Section-III (BDS).
3. Copies of Order / Letter of Award/Contract Agreement, 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.
4. Continuation sheets of like size and format may be used if the bidder wishes to provide further two (2) Nos. additional reference plants as per BDS Item No. 4.0.

ATTACHMENT 3A-2

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO. : CS-6401-001-2
(Qualification Data to be filled in by bidders who are seeking qualification as
per Clause 1.2.0 (Route-2) of Appendix-I to BDS)

Bidder's Name & Address:

To,
 Sr. Manager (C&M)
 NTPC LIMITED,
 6th Floor, Engineering Office Complex, Plot
 A-8A, Sector 24, Noida-201301

- 1.0 We, M/s....., **(Name of Bidder)** are seeking Qualification as per Clause 1.2.0 (Route-2) of Appendix-1 of BDS, Section-III of Bidding Documents.
- 2.0 We, M/s....., **(Name of Bidder)** confirm that we meet the qualifying requirements specified in Clause 1.2.0(i) of Appendix-1 of BDS, Section-III of Bidding Documents and to meet the qualifying requirements specified in Clause 1.2.0(ii) of Appendix-1 of BDS, Section-III of Bidding Documents, we are associating /collaborating with M/s.....(Associate/Collaborator) who meets the qualifying requirements specified in Clause 1.1.0 of Appendix-1 of BDS Section III.
- 3.0 We, M/s....., **(Name of Bidder)** meet the qualifying requirements specified in Clause 1.2.0(i) of Appendix-1 of BDS, Section-III of Bidding Documents. In this regard, we confirm that we have executed in last 10 years contracts involving **engineering, supply, erection/supervision of erection, commissioning/supervision of commissioning** in the **area of power, steel, oil & gas, petro-chemical, fertilizer, flue gas desulphurization, cement and / or any other process industry** with the total value of such contracts being **INR 1000 million or more** and at least one such contract is having a contract value of **INR 300 million or more**. Further, these projects have been in successful operation for a period of **not less than one (01) year** prior to the date of techno-commercial bid opening, the details of which are given below.
- *4.0 We, M/s....., **(Name of Bidder)** are not meeting the requirements stipulated under clause 1.2.0 (i) on our own and we meet the requirements stipulated under clause 1.2.0 (i) of Appendix of BDS, Section III of Bidding Document collectively along with our Subsidiaries (held directly or indirectly) / Holding Company i.e M/s.....,M/s..... (Name of Subsidiaries (held directly or indirectly) / Holding Company) in line with requirements stipulated at Note No 1 of technical criteria of Qualifying requirements specified in Appendix of BDS, Section III.
- Further, **a letter jointly signed** by us and the Holding Company/ all its Subsidiary (ies) extending support to us for meeting the requirements stipulated under clause 1.2.0 (i) of Appendix of BDS Section III of Bidding Document and for successful performance of the Contract, as per the format **(Attachment 3I-2)** enclosed in the bidding documents, is also furnished along with the Techno Commercial bid.
- 5.0 The details of reference work executed by ***Bidder/ *Subsidiaries (held directly or indirectly) / *Holding Company which meets the** requirements stipulated under clause 1.2.0(i) of Appendix of BDS, Section III of Bidding Document are as below:

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

Details of Reference work (Attach separate sheet for each reference work)

S.No.	Item Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. and the *Bidder/ *Subsidiaries/ *Holding Company		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference contracts/works and its location		
iv.	Name of the client / owner with full address, phone & e-mail		
v.	The value of such contracts as per Contract currency and in INR		
vi.	Details of type of industry/area of execution of contract. (Whether power, steel, oil & gas, petro-chemical, fertilizer, flue gas desulphurization, cement and / or any other process industry)		
vii.	(a) Date of commissioning of such projects		
	(b) Date from which the project have been in successful operation		
	(c) Duration of successful operation prior to the date of techno- commercial bid opening		
viii.	Whether *Bidder/ *Subsidiaries / *Holding Company scope of work includes		
(i)	Engineering	*Yes/*No	
(ii)	Supply	*Yes/*No	

- (iii) Erection/Supervision of erection *Yes/*No
 (iv) Commissioning/ *Supervision of Commissioning *Yes/*No

ix. ***Letter jointly signed** by Bidder and Holding Company/Subsidiary(ies) extending support for successful performance of the Contract (Attachment 3I-2) is attached as Annexure-----

x. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

6.0 We, M/s.....(Name of Bidder) confirms that our associate/collaborator i.e. M/s..... (**Name of** associate/collaborator) as per clause 1.2.0 (ii) of Appendix-I of BDS is a supplier of the Gas Engines for this contract, who meets the requirement of clause 1.1.0 of Appendix-1 of BDS, Section-III of Bidding Documents.

Accordingly, We M/s(Name of Bidder) are meeting technical requirement through clause 1.2.0 of Appendix-I of BDS **furnish a letter of undertaking from the above associate/collaborator** as per the prescribed format enclosed as **Attachment 3I-1** for successful performance of Gas Engines.

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

Details of Reference work executed by Associate / Engine Manufacturer

S.No	Item Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. and of the Associate/Collaborator		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference power plant/ stations and its location		
iv.	Name of the client / owner with full address, phone & e-mail		
v.	Gas Engine Make & Model		
vi.	Rated capacity of (Rating) Gas Engine		
GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) BIDDING DOCUMENT NO. CS-6401-001-2		EPC Package SECTION - VII (Part 1 of 3)	

(MW/KW)

vii. Purpose for which Gas Engine
Installed i.e. Power generation

viii.

(a) Date of commissioning of Gas Engine
(b) Date from which the system
is in successful operation condition

(c) Duration of successful
operation prior to the
date of techno-
commercial bid opening

(d) Logged fired/operating hours
since Commissioning

ix. Whether Bidder's scope of work includes

(v) Design	*Yes/*No
(vi) Manufacturing	*Yes/*No
(vii) Supply	*Yes/*No
(viii) *Commissioning/ *Supervised Commissioning	*Yes/*No

*Strike out whichever is not applicable.

***7.0** Our Associate/Collaborator, M/s....., (**Name of Associate/Collaborator**) are not meeting the requirements stipulated under clause 1.2.0 (ii) on its own and meets the requirements stipulated under clause 1.2.0 (ii) of Appendix of BDS, Section III of Bidding Document **collectively along with its Subsidiaries (held directly or indirectly) / Holding Company i.e M/s.....,M/s..... (Name of Subsidiaries (held directly or indirectly) / Holding Company)** in line with requirements stipulated at Note No 1 of technical criteria of Qualifying requirements specified in Appendix of BDS, Section III.

Further, a letter jointly signed by **Associate/Collaborator and the Holding Company/ all its Subsidiary (ies) extending support to us (Bidder)** for meeting the requirements stipulated under clause 1.2.0 (ii) of Appendix of BDS Section III of Bidding Document and for successful performance of the Contract, as per the format (Attachment 3I-2) enclosed in the bidding documents, is also furnished along with the Techno Commercial bid.

***7.1** The details of reference work executed by *** Associate/Collaborator/ *Subsidiaries (held directly or indirectly) / *Holding Company which meets the** requirements stipulated under clause 1.2.0(ii) of Appendix of BDS, Section III of Bidding Document are as below:

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

Details of Reference Gas Engine executed by *Holding Company / *Subsidiary/ies

S.No	Item Description	Details	Supporting documents for details furnished under column (3)
(2)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. of the Holding Company / *Subsidiary/ies		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference power plant/ station and its location		
iv.	Name of the Client / Owner with full address, phone & e-mail		
v.	Gas Engine Make & model		
vi.	Rated capacity (Rating) of Gas Engine (MW/KW)		
vii.	Purpose for which Gas Engine Installed i.e. Power generation		
	(a) Date of commissioning of Gas Engine		
	(b) Date from which the system is in successful operation condition		
	(c) Duration of successful operation prior to the date of techno- commercial bid opening		
	(d) Logged fired/operating hours since Commissioning		
viii.	Whether Holding Company / Subsidiary/ies scope of work includes		
	(i) Design	*Yes/*No	
	(ii) Manufacturing	*Yes/*No	
	(iii) Supply	*Yes/*No	
	(iv) *Commissioning/ *Supervised Commissioning	*Yes/*No	

- ix. Letter jointly signed by Associate and Holding Company/Subsidiary(ies) extending support for successful performance of the Contract (**Attachment 3I-2**) attached as Annexure-----.
- x. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

Note:

1. **Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.**
2. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) times the reference plants, as per provisions of Clause no. 4.0 of Section-III (BDS).
 - 2a. The word “executed” in Clause 1.2.0(i) & Clause 1.3.0(i) means the Bidder should have:
 - i. in case of Project(s), commissioned the project(s) specified in the Clause 1.2.0(i)/ Clause 1.3.0 even if the contract has been started earlier and / or is not completed / closed.
 - ii. in case of Contract(s), completed the scope of work under the contract(s) specified in the Clause 1.2.0(i)/ Clause 1.3.0 even if the contract has been started earlier and / or is not closed.
 - 2b. The word “be executing” in Clause 1.3.0 means the Bidder should have received the contract prior to the date of techno-commercial bid opening.
3. For Clause 1.2.0 & 1.3.0 -The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each year on prorata basis after the end date of completion/execution of the reference work, till the last day of month previous to one in which NIT has been invited.
The specified value of executed works (i.e. INR 1000 million or more and INR 300 million or more) is excluding any taxes and duties.
4. Copies of Order / Letter of Award/Contract Agreement/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.
5. Continuation sheets of like size and format may be used if the bidder wishes to provide further two (2) Nos. additional reference plants as per BDS.

ATTACHMENT 3A-3

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

**(Qualification Data to be filled in by bidders who are seeking
qualification as per item No. 1.3.0 (Route-3) of Appendix-I to BDS)**

Bidder's Name & Address:

To, Sr. Manager (C&M)
NTPC LIMITED
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301

- 1.0 We, M/s.----- (Name of the Bidder) are seeking Qualification as per clause 1.3.0 of Appendix-I to BDS. We M/s.----- (Name of the Bidder) confirms that we are a **Indian Subsidiary of M/s.-----** (Name of Holding Company) and our Holding Company shall supply Gas Engines for this Contract. Further, we also confirm that **M/s.-----** (Name of Holding Company) meets the qualifying requirements specified in Clause 1.1.0 of Appendix-1 of BDS Section III.
- 2.0 We, M/s.-----, (**Name of Bidder**) confirms that we meet the qualifying requirements specified in Clause 1.3.0 of Appendix-1 of BDS, Section-III of Bidding Documents and our Holding Company i.e M/s.----- meets the qualifying requirements specified in Clause 1.1.0 of Appendix-1 of BDS Section III is the supplier of Gas Engine for this contract.
- 3.0 We, M/s.-----, (**Name of Bidder**) meeting the qualifying requirements specified in Clause 1.3.0 of Appendix-1 of BDS, Section-III of Bidding Documents, confirm that we have executed/ executing in last 10 years contracts involving **engineering, supply, erection/supervision of erection, commissioning/supervision of commissioning** in the area of power, steel, oil & gas, petro-chemical, fertilizer, flue gas desulphurization, cement and / or any other process industry with the total value of such contracts being **INR 1000 million or more** and at least one such contract is having a contract value of **INR 300 million or more**.
- *4.0 We, M/s.-----, (**Name of Bidder**) are not meeting the requirements stipulated under clause 1.3.0 on our own and we meet the requirements stipulated under clause 1.3.0 of Appendix-1 of BDS, Section III of Bidding Document collectively along with our Subsidiaries (held directly or indirectly) / Holding Company i.e M/s.-----, M/s.----- (Name of Subsidiaries (held directly or indirectly) / Holding Company) in line with requirements stipulated at Note No 1 of technical criteria of Qualifying requirements specified in Appendix of BDS, Section III.

Further, a **letter jointly signed by us and the Holding Company/ all its Subsidiary (ies) extending support to us** for meeting the requirements stipulated under clause 1.3.0 of Appendix of BDS Section III of Bidding Document and for successful performance of the Contract, as per the format (**Attachment 3I-2**) enclosed in the bidding documents, is also furnished along with the Techno Commercial bid.

- 5.0 The details of reference work executed by ***Bidder/ *Subsidiaries (held directly or indirectly) / *Holding Company which meets the** requirements stipulated under clause 1.3.0 of Appendix of BDS, Section III of Bidding Document are as below:

GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW ±5 MW)
BIDDING DOCUMENT NO. CS-6401-001-2

EPC Package
SECTION - VII (Part 1 of 3)

Details of Reference work by Bidder (Attach separate sheet for each reference work)

S.No.	Item Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
	i.	Name address, e-mail, Tel. No. and the *Bidder/*Subsidiary/ies/*Holding company	
	ii.	Name and Designation of the responsible person	
	iii.	Name of the reference contracts/works and its location	
	iv.	Name of the client / owner with full address, phone & e-mail	
	v.	The value of such contracts as per Contract currency and in INR	
	vi.	Details of type of industry/area of execution of contract. (Whether power, steel, oil & gas, petro-chemical, fertilizer, flue gas desulphurization, cement and / or any other process industry)	
	vii.	(a) Date of commissioning of such projects	
		(b) Date from which the project have been in successful operation	
		(c) Duration of successful operation prior to the date of techno- commercial bid opening	
	viii.	Whether *Bidder/ *Subsidiaries / *Holding Company scope of work includes	
	(i)	Engineering	*Yes/*No
	(ii)	Supply	*Yes/*No
	(iii)	Erection/Supervision of erection	*Yes/*No
	(iv)	Commissioning/ *Supervision of Commissioning	*Yes/*No

- ix. ***Letter jointly signed** by Bidder and Holding Company/Subsidiary(ies) extending support for successful performance of the Contract (Attachment 3I-2) is attached as Annexure-----.
- x. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

6.0 We, M/s.....(**Name of Bidder**) confirms that our Holding Company i.e. M/s..... (**Name of our Holding Company**) as per clause 1.3.0 of Appendix-I of BDS is a supplier of the Gas Engines for this contract, who meets the requirement of clause 1.1.0 of Appendix-1 of BDS, Section-III of Bidding Documents and our Holding Company is an Engine Manufacturer who has designed, manufactured, supplied and commissioned/ supervised commissioning of at least (01) Gas Engine for power generation, having minimum rating as that of offered Gas Engine which has logged a minimum of 4000 fired/operating hours since commissioning and have been in successful operation, for a period of at least one (01) year, prior to the date of techno-commercial bid opening.

The details of reference work executed by our **Holding Company which meets the** requirements stipulated under clause 1.1.0 of Appendix of BDS, Section III of Bidding Document are as below:

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

6.1 Details of Reference work of Holding company

S.No	Item Description	Details	Supporting documents for details furnished under column (3)
(1)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. of the Holding Company		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference power plant/ station and its location		
iv.	Name of the Client / Owner with full address, phone & e-mail		
v.	Gas Engine Make & model		

- vi. Rated capacity (Rating) of Gas Engine (MW/KW)
- vii. Gas Engine Installed for Power generation
 - (a) Date of commissioning of Gas Engine
 - (b) Date from which the system is in successful operation condition
 - (c) Duration of successful operation prior to the date of techno-commercial bid opening
 - (d) Logged fired/operating hours since Commissioning
- viii. Whether Bidder's scope of work includes
 - (i) Design *Yes/*No
 - (ii) Manufacturing *Yes/*No
 - (iii) Supply *Yes/*No
 - (iv) *Commissioning/ *Supervised Commissioning *Yes/*No
- ix. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

***7.0** Since our **Holding Company** are not meeting the requirements stipulated under clause 1.1.0 of Appendix-1 of BDS Section-III of Bidding Documents on our own and we confirm that our **Holding Company** meet the requirements stipulated under clause 1.1.0 of Appendix-1 of BDS Section-III collectively along with its Subsidiaries (held directly or indirectly) / Holding Company i.e M/s.....,M/s..... (Name of Subsidiaries (held directly or indirectly) / Holding Company).

Further, **a letter jointly signed by our Holding Company/ all its Subsidiary (ies) extending support to us (Bidder)** for meeting the requirements stipulated under clause 1.3.0 of Appendix-1 of BDS Section-III and for successful performance of the Contract, as per the format **(Attachment 3I-2)** enclosed in the bidding documents, **is also furnished along with the Techno Commercial bid.**

*Strike out whichever is not applicable.

Note: Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.

***7.1 Details of Reference Gas Engine executed by *Holding Company / *Subsidiary/ies**

S.No	Item Description	Details	Supporting documents for details furnished
(1)	(2)	(3)	(4)
i.	Name, address, e-mail, Tel. No. of the *Holding Company / *Subsidiary/ies		
ii.	Name and Designation of the responsible person		
iii.	Name of the reference power plant/ station and its location		
iv.	Name of the Client / Owner with full address, phone & e-mail		
v.	Gas Engine Make & model		
vi.	Rated capacity (Rating) of Gas Engine (MW/KW)		
vii.	Purpose for which Gas Engine Installed i.e. Power generation		
	(a) Date of commissioning of Gas Engine		
	(b) Date from which the system is in successful operation condition		
	(c) Duration of successful operation prior to the date of techno- commercial bid opening		
	(d) Logged fired/operating hours since Commissioning		
viii.	Whether Holding Company / Subsidiary/ies scope of work includes		
	(i) Design	*Yes/*No	
	(ii) Manufacturing	*Yes/*No	
	(iii) Supply	*Yes/*No	
	(iv) *Commissioning/ *Supervised Commissioning	*Yes/*No	
ix.	Letter jointly signed by our Holding Company/Subsidiary(ies) extending support for successful performance of the Contract (Attachment 3I-2) attached as Annexure-----.		

- x. Copies of Order / Letter of Award/Contract Agreement, Client Certificate and Performance Certificate from the clients, etc. in support of above are enclosed as Annexure-----

Note:

1. **Bidders to give detail of reference plant of higher capacity engine amongst two types of offered engines for meeting the qualifying requirements.**
2. Bidder may use similar format for furnishing, separately, qualification data for a maximum of three (3) times the reference plants, as per provisions of Clause no. 4.0 of Section-III (BDS).
3. Copies of Order / Letter of Award/Contract Agreement/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.
- 3a. The word “executed” in Clause 1.2.0(i) & Clause 1.3.0 of Appendix -1 of BDS means the Bidder should have:
 - (i) in case of Project(s), commissioned the project(s) specified in the Clause 1.2.0(i)/ Clause 1.3.0 even if the contract has been started earlier and / or is not completed / closed.
 - (ii) in case of Contract(s), completed the scope of work under the contract(s) specified in the Clause 1.2.0(i)/ Clause 1.3.0 even if the contract has been started earlier and / or is not closed.
- 3b. The word “be executing” in Clause 1.3.0 means the Bidder should have received the contract prior to the date of techno-commercial bid opening.
4. For Clause 1.2.0 & 1.3.0 -The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each year on prorata basis after the end date of completion/execution of the reference work, till the last day of month previous to one in which NIT has been invited.

The specified value of executed works (i.e. INR 1000 million or more and INR 300 million or more) is excluding any taxes and duties.
5. Continuation sheets of like size and format may be used if the bidder wishes to provide additional reference plants as per BDS Clause 4.0.

APPENDIX-B TO ATTACHMENT-3A

Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

Date:

To,
NTPC LIMITED
.....

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref: IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTPC LIMITED We, M/s have been appointed as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor. In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. (bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,

.....

** Strike off, whichever is not applicable.*

APPENDIX-C TO ATTACHMENT-3A

**Undertaking from Third Party Inspection Agency
(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)**

Bid Ref. No:

Date:

To,
NTPC Ltd.
.....

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTPC LIMITED.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third-Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

** Strike off, whichever is not applicable.*

APPENDIX-D TO ATTACHMENT-3A

UNDERTAKING FOR SITE VISIT

(Site Visit Certificate)

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301.

Dear Sir,

With reference to the subject package and in accordance with **Clause 5.2, Section-II, Instructions to Bidders (ITB)** regarding site visit by the bidder, we hereby confirm that we **have visited and examined the site at GREAT NICOBAR ISLAND**, where the facilities covered under the subject package are proposed to be installed, along with its surrounding areas.

We further confirm that we have familiarized ourselves with the site conditions, accessibility, local conditions, logistics, and other factors that may have a bearing on the execution of the works under the subject package.

The site visit was carried out on the date mentioned below.

Date of Site Visit: _____

We understand that no claim whatsoever shall be entertained at a later stage on account of lack of knowledge of site conditions.

(Bidder)

(NTPC Official)

(Signature)

(Signature).....

(Printed Name)

(Printed Name)

(Designation)

(Designation)

(Company Seal)

(Company Seal)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO. CS-6401-001-2

**(Details pertaining to Financial Qualification of the bidder as per
Clause 2.1.1 of the QR at Appendix -1 of BDS)**

- (A) We confirm that our average annual turnover of the preceding three (3) financial years as on date of Techno-Commercial bid opening is not less than **INR 4410 Million (Indian Rupees Four Thousand Four Hundred Ten Million only)** or in equivalent foreign currency. In support of above, we are enclosing audited financial statements and the details are as under:

Sl. No	Financial Year	Amount in Bidder's Currency	Amount in INR (Million) Considering Exchange Rate as on seven (7) days prior to date of Techno-Commercial bid opening
1.	Preceding Financial Year (FY – 2025-2026)		
2.	One FY Prior to the Preceding FY		
3.	Two FYs Prior to the Preceding FY		
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.		
5.	We have enclosed Audited financial statements for the last 3 financial years	YES */NO*	
6.	Since we are not able to furnish our audited financial statements, on stand alone entity basis, we are submitting the following documents for substantiation of our Qualification : (a) Copies of unaudited unconsolidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of our Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.		Enclosed at Annexure.....

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO. CS-6401-001-2

	(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 Holding Company, is enclosed as per the format at Appendix-A to this Attachment	
7	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed. In case not enclosed, financial results certified by a practicing chartered accountant enclosed.</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited results of three consecutive financial years preceding the last financial year also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the Bidder stating that the "Financial results of company are under audit as on the date of Techno-Commercial Bid opening and the financial results certified by a practicing Chartered Accountant are not available", is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES*/NO*</p> <p>YES*/NO* Enclosed at Annexure</p> <p>YES*/NO* Enclosed at Annexure</p>

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO. CS-6401-001-2

***(Details pertaining to Financial Qualification of the bidder as per
Clause. 2.1.2/2.1.3 of the QR at Appendix -1 of BDS)***

- B) 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 reports/ Audited financial statements for the last 3 financial years in support of above is enclosed at Annexure.....to this Attachment-3A-2	
5.	<p>Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(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-2.</p> <p>(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment-3A-2.</p>	<p>Enclosed at Annexure</p>

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO. CS-6401-001-2

6.	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed. In case not enclosed, financial results certified by a practicing chartered accountant enclosed.</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited results of three consecutive financial years preceding the last financial year also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the Bidder stating that the “Financial results of company are under audit as on the date of Techno-Commercial Bid opening and the financial results certified by a practicing Chartered Accountant are not available”, is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES*/NO*</p> <p>YES*/NO*</p> <p>Enclosed at Annexure</p> <p>YES*/NO*</p> <p>Enclosed at Annexure</p>
----	---	---

For Bidders meeting requirement of Clause. 2.1.1 and/or 2.1.2 of the QR at Appendix -1 of BDS based on the strength of their *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 2.1.1 of **the QR at Appendix -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 **the QR at Appendix -1 of BDS** Clause. 2.1.1 and whose net worth as on the last day of the preceding financial year is at least 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). Preceding Financial Year (FY.....) One FY Prior to the Preceding FY Two FYs Prior to the Preceding FY	
3.	The average annual turnover of the holding company of 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 of the Holding Company, 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-2. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure to this Attachment-3A-2.	
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-2.	

- (b) Since we do not satisfy the financial criteria stipulated at Clause 2.1.2 of the **QR at Appendix -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 Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company in support of above is enclosed at Annexure..... to this Attachment-3A-2.	Yes/No
6.	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.	Yes/No

* Bidder to strike-off whichever is not applicable.

NOTES:

- (i) Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) “Holding Company” and “Subsidiary Company” shall have the meaning ascribed to them as per Companies Act of India.
- (iv) 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.
- (v) For Turnover and Net worth, only standalone Financial Statement of Bidder/Associate/ Collaborator /Holding/subsidiary(s) shall be considered.

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

***(Details pertaining to Financial Qualification of the bidder as per
Clause 2.2.1 of the QR at Appendix -1 of BDS)***

- (A) We confirm that our(**Associate/Collaborator**) average annual turnover of the preceding three (3) financial years as on date of bid opening is not less than **INR 2200 Million (Indian Rupees Two Thousand Two Hundred Million only)** or in equivalent foreign currency. In support of above, we are enclosing audited financial statements.

Sl. No	Financial Year	Amount in Bidder's Currency	Amount in INR (Million) Exchange Rate as on seven (7) days prior to date of Techno-Commercial bid opening	
1.	Preceding Financial Year (FY – 2025-2026)			
2.	One FY Prior to the Preceding FY			
3.	Two FYs Prior to the Preceding FY			
4.	Average Annual Turnover of the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.			
5.	We have enclosed Audited financial statements for the last 3 financial years.	*YES/NO*	YES */NO*	
6	<p>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 :</p> <p>(a) Copies of unaudited unconsolidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of our Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.</p> <p>(b) Certificate from the CEO/CFO of the Holding</p>			Enclosed at Annexure

	company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment	
7	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed. In case not enclosed, financial results certified by a practicing chartered accountant enclosed.</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited results of three consecutive financial years preceding the last financial year also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the Bidder stating that the "Financial results of company are under audit as on the date of Techno-Commercial Bid opening and the financial results certified by a practicing Chartered Accountant are not available", is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES*/ NO*</p> <p>YES* /NO* Enclo sed at Anne xure</p>

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

***(Details pertaining to Financial Qualification of the bidder as per
Clause. 2.2.2 of the QR at Appendix -1 of BDS)***

- B) We hereby confirm that net worth of our..... **(Associate/Collaborator)** 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 reports/ Audited financial statements for the last 3 financial years in support of above is enclosed at Annexure. to this Attachment-3A-4	
5.	<p>Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of the unaudited unconsolidated financial statements of the Collaborator/Associate alongwith copies of the audited consolidated financial statements of its Holding Company for the last 3 years enclosed at Annexure to this Attachment 3A-4.</p> <p>(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to Attachment-3A-2.</p>	

For Associate/Collaborator meeting requirement of Clause 2.2.1 and/or 2.2.2) of the QR at Appendix -1 of BDS based on the strength of their *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies

- (a) Since our**(Associate/Collaborator)** do not satisfy the financial criteria stipulated at Clause 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 Clause. 2.2.1 and whose net worth as on the last day of the preceding financial year is at least 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): Preceding Financial Year (FY – 2025-2026) One FY Prior to the Preceding FY Two FYs Prior to the Preceding FY	
3.	The average annual turnover of the holding company of the preceding three financial years as on the date of techno-commercial bid opening	<input type="checkbox"/> <input type="checkbox"/>
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-2. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure to this Attachment-3A-2.	
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-2.	

- (b) Since our **(Associate/Collaborator)** do not satisfy the financial criteria stipulated at Clause 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 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 *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies in support of above is enclosed at Annexure to this Attachment-3A-4.	

* Bidder to strike-off whichever is not applicable.

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.

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-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) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) 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.
- (v) For Turnover and Net worth, only standalone Financial Statement of Bidder/ Associate/ Collaborator/ Holding/ subsidiary(s) shall be considered.

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

***(Details pertaining to Financial Qualification of the Holding
Company of bidder as per Clause. 2.3.0 of the QR at Appendix -1 of
BDS)***

- (A) We M/s(Name of Bidder) confirm that our Holding Company (M/s.....) average annual turnover of the preceding three (3) financial years as on date of Techno-Commercial bid opening is not less than **INR 4410 Million (Indian Rupees Four Thousand Four Hundred Ten Million only)**, or in equivalent foreign currency. In support of above, we are enclosing audited financial statements and the details are as under:

Sl. No	Financial Year	Amount in Bidder's Currency	Amount in INR (Million) Exchange Rate as on seven (7) days prior to date of Techno Commercial bid opening
1.	Preceding Financial Year (FY – 2025-2026)		
2.	One FY Prior to the Preceding FY		
3.	Two FYs Prior to the Preceding FY		
4.	Average Annual Turnover of the preceding three (3) Financial Years as on date of Techno- Commercial Bid Opening.		
5.	We have enclosed Audited financial statements for the last 3 financial years	YES */NO*	

6	<p>Since our Holding Company are not able to furnish its audited financial statements, on stand alone entity basis, our Holding Company are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of unaudited unconsolidated financial statements of our Holding Company alongwith copies of the audited consolidated financial statements of its Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.</p> <p>(b) Certificate from the CEO/CFO of its Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment</p>	
7	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed. In case not enclosed, financial results certified by a practicing chartered accountant enclosed.</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited results of three consecutive financial years preceding the last financial year also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the our Holding Company stating that the "Financial results of company are under audit as on the date of Techno-Commercial Bid opening and the financial results certified by a practicing Chartered Accountant are not available", is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES*/NO*</p> <p>YES*/NO*</p> <p>Enclosed at Annexure</p> <p>YES*/NO*</p> <p>Enclosed at Annexure</p>

- B) We hereby confirm that net worth of our Holding Company (M/s.....) 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	

ATTACHMENT - 3A-4

2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	
4.	Documentary evidence like Annual reports/ Audited financial statements for the last 3 financial years in support of above is enclosed at Annexure.....to this Attachment-3A-2	
5.	<p>Since our Holding Company are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of unaudited unconsolidated financial statements of our Holding Company alongwith copies of the audited consolidated financial statements of its Holding Company for the last 3 years enclosed at Annexure..... to this Attachment 3A-2.</p> <p>(b) Certificate from the CEO/CFO of its Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of its Holding Company, is enclosed as per the format at Appendix-A to this Attachment-3A-2.</p>	<p>Enclosed at Annexure</p>
6.	<p>Audited results for the last financial year as on the date of Techno-Commercial bid opening enclosed. In case not enclosed, financial results certified by a practicing chartered accountant enclosed.</p> <p>In case financial results certified by a practicing chartered accountant not enclosed, then Audited results of three consecutive financial years preceding the last financial year also enclosed.</p> <p>Further, a Certificate from the CEO/CFO of the our Holding Company stating that the "Financial results of company are under audit as on the date of Techno-Commercial Bid opening and the financial results certified by a practicing Chartered Accountant are not available", is enclosed Annexure as per the format at Appendix-C to this Attachment.</p>	<p>YES*/NO*</p> <p>YES*/NO* Enclosed at Annexure</p> <p>YES*/NO* Enclosed at Annexure</p>

For our Holding Company meeting requirement of Clause 2.1.1 and/or 2.1.2 of the QR at Appendix -1 of BDS based on the strength of their *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of the Holding companies

- (a) Since Our holding Company do not satisfy the financial criteria stipulated at Clause 2.1.1 of **the QR at Appendix -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 **the QR at Appendix -1 of BDS** Clause 2.1.1 and whose net worth as on the last day of the preceding financial year is at least 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). Preceding Financial Year (FY – 2025-2026) One FY Prior to the Preceding FY Two FYs Prior to the Preceding FY	
3.	The average annual turnover of the holding company of 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 of the Holding Company, 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-2. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Attachment-3A-2.	

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-2.	
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- (b) Since our Holding company do not satisfy the financial criteria stipulated at Clause 2.1.2 of **the QR at Appendix -1 of BDS** on our own, it meet the requirement of net worth based on the strength of its *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 Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company in support of above is enclosed at Annexure..... to this Attachment-3A-2.	Yes/No
6	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	Yes/No

	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.	
--	---	--

* Bidder to strike-off whichever is not applicable.

NOTES:

- (i) Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) 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.
- (v) For Turnover and Net worth, only standalone Financial Statement of Bidder/Associate/ Collaborator /Holding/subsidiary(s) shall be considered.

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

*(Details pertaining to Financial Qualification of the Holding
Company of bidder as per Item No. 2.3.0 of the QR at Appendix -1 of*

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108
MW ±5 MW) EPC PACKAGE

BIDDING DOCUMENT NO. CS-6401-001-2

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN
ACCORDANCE WITH Clause *2.1.3 (ii)/ * 2.2.3 (ii) OF the QR at Appendix -1 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.....

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW
±5 MW) EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

PROFORMA OF LETTER OF UNDERTAKING

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

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the *Bidder /* Associate/Collaborator for meeting the stipulated Financial Qualifying Requirement as per Item No. *2.1.1 / *2.2.1 of the QR at Appendix -1 of BDS]

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 nodatedand 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. *2.1.1 / *2.2.1 Invitation for Bid.

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)

Witness :

(1) (Name & Designation).....

(Name of the Holding Company).....

(2) (Seal of the Holding Company).....

Date:

Place:

APPENDIX-C
TO ATTACHMENT - 3A-4

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5
MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

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. *2.1.0/ *2.2.0/*2.3.0 of the QR at Appendix -1 of BDS]

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. *2.1.2 /*2.2.2/2.3.0 of IFB.

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)

APPENDIX-D TO
ATTACHMENT - 3A-4

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

***PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER / ASSOCIATE /
COLLABORATOR IN ACCORDANCE WITH ITEM NO. *2.1.3 / *2.2.3 OF the QR at
Appendix -1 of BDS (To be submitted by *Bidder /*Associate/Collaborator along
with the Bid)***

Ref. :

Date:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 24, Noida - 201301, India

Dear Sirs,

- 1.0** 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).
- 2.0** 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)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

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

Bidder's Name and Address:

To

NTPC LIMITED,
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301

-
- A) Orders in Hand
- i) Total value of
Contracts
- ii) Value of work
completed out of
above value
up to March' 2024
- iii) Value of anticipated
work to be performed
in the following
Financial Years:

2026- 2027

2027- 2028

2028- 2029

2029- 2030

2030-2031

B) Bidder's assessment of maximum negative cash flow (fund requirement) at any point of time between Notification of Award and completion of contract based on specified terms of payment and his expenditure plan for Plant & 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 2022

Year ending - March 2023

Year ending - March 2024

Year ending - March 2025

Year ending - March 2026

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

Enclosed at Annexure
to this Attachment-3B

F) Declaration by Bankers or the Chartered Accountant regarding :

i) Bank Guarantee Limits

Enclosed at:.....

ii) Over Draft Limits/Cash Credit Limits

Enclosed at:

- iii) Deferred payment limits. Enclosed at:
- iv) Fixed Deposits Enclosed at:
- v) Movable Property
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 dis-
putes and the disputed
amount if any. Enclosed at:

Date : (Designation).....

Place : (Printed Name).....

- Note :**
1. The above Attachment shall be filled-up by the bidder for **himself** and for each **Associate/Collaborator** being proposed by the bidder in his bid.
 2. Continuation sheets of like size and format, may be used and annexed to this Attachment if required.
 3. Financial details to be furnished by the bidder in this Attachment-3B shall be same as the details already furnished in Attachment-3A.

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

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

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301

- (1) We hereby confirm that we do not anticipate any change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined). The relevant document for same is enclosed at Annexure-----to the Attachment-3C.

It is clearly understood that the bid is submitted for consideration of award on the strength of the credential/experience of the bidder and executants of Deed of Joint Undertakings and Letter of Undertakings as specified in the Qualifying Requirements of the subject tender.

We confirm that in case of any change in our ownership, the new/successor entity shall honour all our obligations under the Contract for the subject package.

NOTE: The above shall be filled up and signed separately by the bidder itself and each of Associate/Collaborator / Holding Company/Subsidiary Company.

- (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 |
| (vi) | Details of Man power / Division:
Company: | | Enclosed at Annexure to this of
Attachment-3C |

(2) Additional details (if any) in respect of
Manufacturing and Testing Facilities

----- Date :
(Designation).....

Place : (Printed Name).....

Note : 1. The above attachment shall be filled up by the bidder for **himself** and **for Subsidiary/
Holding/ Associate(s)/ Collaborator(s) if any**, being proposed by the Bidder in his
bid and relevant details shall be furnished.
2. Continuation sheets of same size and format shall be added by the Bidder and annexed to this
Attachment, if required.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE

BIDDING DOCUMENT NO.: CS-6401-001-2

**(Details of Manufacturing Capacities/Plant Loading of the Bidder
and Associate(s)/Collaborator(s) wherever applicable)**

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, 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.

Item	2025 – 2026			2026 - 2027			2027 – 2028			2028 - 2029			2029 - 2030			1.
	Bidder's rator/ 2.	Collabo- Con- Asso- ciate's shop 3.	Sub Shop trac- tor's shop 4.	Bidder's rator/ 5.	Collabo- Con- Asso- ciate's shop 6.	Sub Shop trac- tor's shop 7.	Bidder's rator/ 8.	Collabo- Con- Asso- ciate's shop 9.	Sub Shop trac- tor's shop 10.	Bidder's rator/ 11.	Collabo- Con- Asso- ciate's shop 12.	Sub Shop trac- tor's shop 13.	Bidder's rator/ 14.	Collabo- Con- Asso- ciate's shop 15.	Sub Shop trac- tor's shop 16.	

- A) Production Capacity as installed
- B) Firm orders in hand upto date of Techno Commercial Bid Opening
- C) Balance Capacity Available
- D) Orders Expected

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
--	--

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

E) Work Load
Expected
for this contract

F) Shortfall,
if any

G) Alternative
arrangements
to make up
for this short
fall

Date : (Designation).....

Place : (Printed Name).....

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

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Present Order Book Position)

Bidder's Name and Address:

To
 NTPC LIMITED
 6th Floor, Engineering Office Complex,
 A-8A, Sector 34, Noida - 201301

List of Orders of Last 5 Years and Present Status

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	

----- Date :
 (Designation).....

Place : (Printed Name).....

- Note :**
- The above attachment shall be filled up by the bidder for **himself** and for each of the major Subsidiary/Holding/Subcontractor(s)/associate/collaborator, if any, being proposed by the bidder in his bid.
 - Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Past Performance Data)

Bidder's Name and Address :

To
NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, 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		

----- Date :
(Designation).....

Place : (Printed Name).....

- Note :**
- The above attachment shall be filled up by the bidder for **himself** and for Subsidiary/Holding /Subcontractor(s)/associate/ collaborator, if any, being proposed by the bidder in his bid.
 - Continuation sheets of like size & format may be used if required and annexed to this Attachment.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
--	--

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE**BIDDING DOCUMENT NO.: CS-6401-001-2**

(Data regarding key construction personnel)

Bidder's Name and Address :

To

NTPC LIMITED

6th Floor, Engineering Office Complex,

A-8A, Sector 34, Noida - 201301

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

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

Date : (Designation).....

Place : (Printed Name).....

- NOTE:
1. The above attachment shall be filled up by the bidder for **himself** and for the Subsidiary/Holding /Subcontractor(s)/associate/ collaborator, if any, 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.

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301

No. of months from the date of Notification of Award	1	2	3	4	5	6	7	8	9	10.....28
--	---	---	---	---	---	---	---	---	---	-----------

- Date :

(Designation).....

(Printed Name).....

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

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

[TO BE SUBMITTED IN PHYSICAL FORM IN A SEPARATE SEALED ENVELOPE]

A Letter of Undertaking from Gas Engine manufacturer (associate/Collaborator) as per Qualifying requirement of
clause 1.2.0(ii) of Appendix-I to BDS, **if applicable**

(For Bidders participating in Route 2 (EPC Route) of 1.2.0 (ii) of Appendix 1 of BDS)

Bidder's Name and Address: To NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301, India

Sub: Letter of Undertaking for successful performance of *Gas Engines/ *Contract for Great Nicobar Island Gas Engine Power Project Package.

Dear Sirs,

This has reference to your Invitation for Bids (IFB) reference no. _____ for the captioned package. We ----- (Name of *Engine Manufacturer /*Holding Company (along with our subsidiaries (if applicable))) confirm that in case of the award of the 'Contract' for the subject package to ----- (name of the Bidder), we shall be only responsible for the ***successful performance of Gas Engines covered under the contract/ *execution and successful performance of Contract.**

We, hereby undertake and confirm that this Letter shall be irrevocable and valid up to the end of the defect liability period of the contract.

Signature(s) of *Engine Manufacturer's /*Holding Company's (*along with our subsidiaries (if applicable)) CEO/MD _____

Name(s) _____

Designation _____

Date _____

Seal of the Company

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

(On company Letter Head of *Engine Manufacturer)

As per Section-III, Appendix-1 of BDS - clause 1.2.0 & 1.3.0

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

[TO BE SUBMITTED IN PHYSICAL FORM IN A SEPARATE SEALED ENVELOPE]

A Letter jointly signed by the bidder and the Holding Company/ all its Subsidiary(ies) extending support to the bidder as per Note 1 of Appendix-I of BDS, **if applicable.**

Bidder's Name and Address: _____ To _____
NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301, India

Sub: Joint Letter of Support for Compliance to Technical Qualification Requirements under Clause 1.1.0/ 1.2.0 / 1.3.0 read with Note 1 of Appendix 1 of BDS – Great Nicobar Island Gas Engine Power Project Package

Dear Sirs,

This has reference to your Invitation for Bids (IFB) No. _____ for the captioned Package. We, _____ (**Name of Bidder**), having our registered office at _____, and We, _____ (**Name of Holding Company / Subsidiary(ies)**), having our registered office(s) at _____, hereby jointly confirm the following:

1. The Holding Company / Subsidiary(ies) shall extend full technical and operational support to M/s.....(Name of Bidder) for successful execution and performance of the Contract.
2. We jointly accept responsibility for the **successful performance of the Contract**, in full conformity with the provisions of the Bidding Documents.
3. This Joint Letter of Support shall remain **valid and binding up to successful completion of the Contract including Defect Liability Period** and shall form an integral part of the Bid.
4. This undertaking is **irrevocable**.

We understand that failure to furnish this Joint Letter of Support in accordance with Note-1 shall result in disqualification of the Bid.

For and on behalf of the Bidder

Signature: _____

Name: _____

Designation: _____

Date: _____

Company Seal

For and on behalf of Holding Company / Subsidiary(ies)

Signature: _____

Name: _____

Designation: _____

Date: _____
Company Seal

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

(DETAILS REGARDING PROJECT MANAGEMENT

ORGANISATION)

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301, India

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 organization.

----- Date :

(Designation).....

Place : (Printed Name).....

* Bidder to use their own format for above details.

**GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO. CS-6401-001-2**

Bidder's Name and Address:

To

NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot
A-8A,
Sector 24, Noida-201301, Distt. Gautam
Budh Nagar,
State of U.P., India

Proneness criteria [as per Part-A, Section-VI (Technical Specifications)] to be submitted.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common seal).....

ATTACHMENT – 3L

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT EPC (108 MW ±5
MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

Declaration regarding Insolvency, Bankruptcy and Liquidation

Bidder's Name and Address:

To
NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301, India

Bidder to submit Declaration regarding Insolvency, Bankruptcy and Liquidation for themselves and for their Parent/ Holding/ Subsidiary Company, Associate or Collaborator/ Technology provider company (as applicable) as per following attachments:

- i. Attachment-3L(i)
- ii. Attachment-3L(ii)
- iii. Attachment-3L(iii)
- iv. Attachment-3L(iv)

Attachment-3L(i)

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2

**Format for Declaration regarding Insolvency, Bankruptcy and
Liquidation by the Domestic Bidder**

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that no proceedings for insolvency or liquidation under the Insolvency and Bankruptcy Code, 2016, or any other bankruptcy proceedings under any other applicable laws (in cases where IBC, 2016 is not applicable) have been admitted or is pending against us and/or our Parent/Holding/Subsidiary Company, Associate or Collaborator or Technology Provider _____ (Name of Parent/ Holding/ Subsidiary Company, Associate or Collaborator/ Technology provider company) from whom we have taken or intend to take technical and/ or financial support for qualification of bid.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of
Bidder)

- Note: 1. This ‘Declaration’ should be on the letterhead of Bidder
2. The declaration shall be submitted separately as per 3L(ii) by the Parent/Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intends to take technical and/or financial support for qualification of bid.
3. Strike off whichever is not applicable

Attachment-3L(ii)

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
---	--

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2

**Format for Declaration regarding Insolvency, Bankruptcy and
Liquidation by the Bidder's Parent/Holding/Subsidiary
Company, Associate or Collaborator/ Technology Provider
from whom the Bidder has taken or intends to take technical
and/ or financial support for qualification of bid**

“Self-declaration by the Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider”

I/ We, M/s _____ (Name of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider) from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid, hereby certify that no proceedings for insolvency or liquidation under the Insolvency and Bankruptcy Code, 2016, or any other bankruptcy proceedings under any other applicable laws (in cases where IBC, 2016 is not applicable) have been admitted or is pending against us.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject the bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of
Parent/Holding/ Subsidiary
Company, Associate or
Collaborator, Technology provider)

Note: 1. The ‘Declaration’ shall be on the letterhead of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider

2. Strike off whichever is not applicable

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
---	--

Attachment-3L(iii)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

**Format for Declaration regarding Insolvency, Bankruptcy and
Liquidation by Foreign Bidder**

“Self-Declaration by the Foreign Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that no proceedings for insolvency or liquidation or any other bankruptcy proceedings under the applicable laws, have been admitted or is pending against us and/or our Parent/Holding/Subsidiary Company, Associate or Collaborator or Technology Provider _____ (Name of Parent/ Holding/ Associate or Collaborator/ Technology provider company) from whom we have taken or intend to take technical and/ or financial support for qualification of bid.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Bidder)

- Note: 1. This ‘Declaration’ should be on the letterhead of Bidder.
2. The declaration shall be submitted separately as per 3L(iv) by the Parent/ Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intend to take technical and/ or financial support for qualification of bid.

Attachment-3L(iv)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

**Format for Declaration regarding Insolvency, Bankruptcy and
Liquidation by the Bidder's Foreign Parent/Holding/Subsidiary
Company, Associate or Collaborator/ Technology Provider from whom
the Bidder has taken or intends to take technical and/ or financial
support for qualification of bid**

"Self-declaration by the Parent/Holding/Subsidiary Company, Associate or
Collaborator/ Technology Provider"

I/ We, M/s _____ (Name of
Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider) from whom
the Bidder has taken or intend to take technical and/ or financial support for qualification of bid,
hereby certify that no proceedings for insolvency or liquidation or any other bankruptcy proceedings
under the applicable laws, have been admitted or is pending against us.

It is understood that if any part of this declaration is found to be false, the Employer shall have the
right to unconditionally, immediately and outrightly reject the bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to
terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Parent/Holding/ Subsidiary Company,
Associate or Collaborator, Technology provider)

- Note: 1. The 'Declaration' shall be on the letterhead of Parent/Holding/Subsidiary Company,
Associate or Collaborator/ Technology Provider
2. Strike off whichever is not applicable

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
--	--

ATTACHMENT 4

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

(Eligibility and Conformity of the Facilities)

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 34, Noida - 201301, India

Bidder to attach documentary evidence establishing in accordance with Clause No. 8.1.2 (b) of ITB that the Facilities offered are eligible Facilities and conform to the Bidding Documents.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company Seal).....

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
---	--

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(List of Special Maintenance Tools & Tackles)**

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 24, Noida - 201301, India

Dear Sir,

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

Date : (Designation).....

Place : (Printed Name).....

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

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

(Details of Proposed Sub-contractors/Sub-Vendors)

Bidder's Name and Address:

To NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 24, Noida - 201301, India

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: in Annexure- I to this Attachment - 5.

S.No.	Supply/Service Item-wise (for each system)	Unit	Qty.	Name, Address & Nationality of proposed Sub-Contractor/ Sub-Vendor
-------	--	------	------	--

Date : (Designation).....

Place : (Printed Name).....

- 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).
 3. Bidder may also propose sub-vendors from the " Indicative Vendor List" attached at Section VI.

ATTACHMENT - 6

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

DELETED

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
--	--

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

(Details in respect of Local Agent)

Bidder's Name and Address:

To

NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot
A-8A, Sector 24, Noida-201301, Distt.
Gautam Budh Nagar, State of U.P., India

Dear Sir,

We furnish below the following information in respect of our Local Agent:

(i) Name and Address of the Local Agent

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

(ii) Services to be rendered by the Local Agent

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

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE

BIDDING DOCUMENT NO.: CS-6401-001-2

(Declaration on Demonstration Parameter)

Category-I/Category-II and Category-III Guarantees / Capabilities

Bidder's Name and Address:

To

NTPC Limited, (CS)
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar, State of
U.P., India

Dear Sir,

We declare that the ratings, capacities and performance figures of the equipment/system furnished by us under this package are to be demonstrated by us. We further declare that in the event of any deficiencies in meeting the following parameters in respect of the characteristics mentioned below as established after conducting the guarantee test, you may at your discretion reject the equipment/system and recover payment already made or accept it after assessing the deficiency and effecting recovery from the contract price as specified in Part-A, Section-VI (Technical Specification) of bidding document.

<p>1. Net Heat Rate</p> <p>(i) Net Heat Rate at 100% of Engine load (Type I- Smaller Capacity)</p> <p>(ii) Net Heat Rate at 100% of Engine load (Type II - Higher Capacity)</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<p>To be filled and submitted in attachment-3P of Price Bid Form with Price bid</p>
<p>2. NET Power Output at Base/Full Load</p> <p>(a) Type I- Smaller Capacity Engine</p> <p>(i) Net Power Output of each Genset in kW.</p> <p>(ii) No. of Identical Engines offered</p> <p>(iii) Total Net Power Output</p> <p>(b) Type II – Higher Capacity Engine</p> <p>(i) Net Power Output of each Genset in kW</p> <p>(ii) No. of Identical Engines offered</p> <p>(iii) Total Net Power Output</p> <p>(c) Total Net Power Output of Power Plant</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of</p>	<p>To be filled here</p>

Bidding Documents)	
<p>2. NO_x Emission Level</p> <p>(i) We Confirm NO_x emission level of less than 80 ppm (dry volume basis corresponding to 15% excess oxygen in Engine exhaust) while operating at 100%, 90%,80%,70%,60% & 50% of Base Load Output</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<u>Yes/No</u>
<p>3. Noise</p> <p>We Confirm The noise levels shall meet the MoEF&CC guidelines as enclosed at Annexure-I of Volume-IV, Part-A, Section-VI.</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<u>Yes/No</u>
<p>4. Exit velocity</p> <p>Exit velocity of flue gases shall not be less than 20-25 m/s.</p>	<u>Yes/No</u>
<p>5. Plant Effluent Quality and Quantity.</p> <p>We Confirm All liquid effluents emanating out of the power plant shall be treated (as required) to meet the Environmental Standards for Gas Naphtha-based Thermal Power Plants published by MOEF vide notification dated 22.12.1998 and General Standard for Discharge of Environment Pollutants, Part-A: Effluents Published by MOEF dated 19.05.93 & also the latest MoEF&CC notification for discharge standards for effluents dated 13.10.2017 under E(P) Rules & its amendment thereof, applicable for discharge in Inland Surface Waters, whichever are more stringent.</p> <p>The discharge standards to be followed are enclosed at Annexure–II (A) & Annexure–II (B) of Volume-IV Part-A, Section-VI.</p> <p>The treated effluents shall also meet quality requirements of CPCB,</p>	<u>Yes/No</u>

<p>if more stringent than the standard mentioned in technical specifications.</p> <p>As per clause 6.03.02 of Volume-IV, Part-A, Section-VI Devices for measurement of pH, Turbidity, Conductivity, and Flow at the point of liquid effluent discharge out of the plant shall be installed.</p>	
<p>6. Plant Auxiliaries</p> <p>Demonstration parameters as per Clause 1.04.03 of Section-VI, Part-A, Volume-V, Guarantee Requirements</p>	<p><u>Confirm/Not Confirm</u></p>

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
Erection Tools & Equipment and Safety Equipment & Safety
Personal Protective Equipment

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301, Distt.
Gautam Budh Nagar, State of U.P., India

1. A. Erection Tools & Equipment

We indicate herein below the minimum T & P we have in our/our associate's/sub vendor's possession and the equipment we propose to bring to the Site required for entire EPC Package, in case the contract is awarded to us.

Sl. No.	Type and Description of the Equipment	Indicative minimum Quantity of major T&P to be deployed	Number the Bidder has in Possession	Number the Bidder proposes to bring to the site
1.				
2.				
3.				
4.				
5.				

We hereby confirm that the quantity and type of Certain tools and equipment, we will deploy for construction/erection, will be as listed above and agree to bring more equipment, if so warranted, in the opinion of the Project Manager. Our proposed construction/erection equipment utilization plan indicating utilization dates and time duration of all major erection and construction equipment placed on site, is enclosed at Annexure..... to this Attachment-9A.

We have enclosed construction and erection philosophy including sequence of erection and construction, implementation methodology, deployment schedule of tools and plant to be brought to site for construction/ erection work under the subject package at Annexure..... to Attachment-14 of Techno- Commercial Bid, linked with major milestone and intermediate milestone for the Package. We have also enclosed network showing interlinkage between major milestones, tool and plants deployed and sequential supply of material for the subject package.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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B. Safety Equipment & Safety Personal Protective Equipment

The list of minimum suggestive **Safety Equipment & Safety Personal Protective Equipment** we propose to bring to the Site, in case the contract is awarded to us is indicated below:

Sl. No.	Minimum Suggested List of Safety Equipment and Safety Personal Protective Equipment	Minimum Quantity
1.	<p>Safety Net (Conforming IS 11057:1984)</p> <p>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.</p>	25 Nos.
2.	<p>Fall Arrestor 'Rope grab fall arrestor' & anchorage line.</p> <p>Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope.</p> <p>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</p>	<p>30 Nos. of „Rope Grab Fall arrestor“ and Karbiner each.</p> <p>10 Nos. of anchorage line, each 30 metre long.</p>
3.	<p>Horizontal life line</p> <p>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).</p>	20 Nos. of wire rope, each 40 metre long.
4.	<p>Ladders on column</p> <p>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.</p> <p>The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.</p>	cumulative length of ladders is 100 metres
5.	<p>Safety PPEs (Industrial Safety helmet & Industrial Safety Shoes)</p> <p>Industrial Safety Helmet (IS:2925-1984 marked).</p> <p>Industrial Safety/Electrical Shoes (IS:15298-2002 marked).</p> <p>Full body Safety Harness (conforming IS:3521)</p>	<p>100 nos.</p> <p>100 nos.</p> <p>30 nos.</p>

We hereby confirm that the quantity and type of equipment, we will employ for construction/erection, will not be less than those listed above and agree to bring more equipment, if so warranted, in the opinion of the Project Manager.

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

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

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE**

**BIDDING DOCUMENT NO.: CS-6401-001-2
(List of Commissioning / Start-up Spares)**

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office Complex, A-8A,
Sector 24, Noida - 201301, India

Dear Sir,

We indicate herein below the list of Commissioning/ Start-up Spares for **GREAT
NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE**:

Sl. No.	Item Description	Unit	Quantity
(1)	(2)	(3)	(4)

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.

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

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

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Technical Data Sheet)**

Attachment 10 is as per TECHNICAL SPECIFICATION, SECTION-VI. Bidder is required to fill in the Technical Data as per the Clause 8.00.00 of Chapter-M1, Volume-I, Part-B of TECHNICAL SPECIFICATION, SECTION-VI and submit the same along with bid.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Guarantee Declaration)**

DELETED

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

**BIDDING DOCUMENT NO.: CS-6401-001-2
(Information regarding Quality Assurance Programme)**

Bidder's Name and Address:

TO
NTPC LIMITED
6th Floor, Engineering Office Complex,
A-8A, Sector 24, Noida - 201301, India

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 Contract.

Date : (Designation).....

Place : (Printed Name).....

...

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

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

(Additional Information including alternative offer (without price), included with the proposal)

Bidder's Name and Address:

To

NTPC LIMITED
6th Floor, Engineering Office
Complex, A-8A, Sector 24, Noida -
201301,

Dear Sirs,

Sl. No.	Description of Information	Reference to Bidding documents	Reference to Bid Proposal
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Date : (Designation).....

Place : (Printed Name).....

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

ATTACHMENT 14

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

DETAILED WORK SCHEDULE (L2 SCHEDULE)

(TO BE ENCLOSED AS PER CLAUSE 36 OF SEC-II (ITB) OF BIDDING DOCUMENTS)

**EPC PACKAGE
FOR
GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT
BIDDING DOCUMENT NO.: CS-6401-001-2**

DELETED

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2**

(INTEGRITY PACT)

Between
NTPC Ltd., (hereinafter referred to as "The Employer") and
..... (hereinafter referred to as "The Bidder/Contractor ") and
..... (hereinafter referred to as "JV Partner "
(if applicable)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into Contract for GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC Package..... 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).

This Integrity Pact is an agreement between the Employer and the bidder/Contractor/JV Partners/Consortium members, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time

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, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
 - e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
3. 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 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 period not exceeding two (02) 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 impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, 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 (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement
2. The IEMs are 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 IEMs have 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 IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners with confidentiality.
4. The Employer will provide to the IEMs 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 IEMs the option to participate in such meetings.
5. As soon as the IEMs 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 IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs 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 IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days 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 Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
8. If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word " IEM" 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. 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.
4. 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.
5. If the Contractor is a JV partnership, this agreement must be signed by all the partners of JV as the case may be.

The Parties hereby sign this Integrity Pact aton this day of20....

Employer	(Acceptance Through GTE) Bidder/ Contractor	(Acceptance Through GTE) Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
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**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

**BIDDING DOCUMENT NO. CS-6401-001-2
(Declaration on Local Content)**

Declaration on Local Content

Dear Sir(s),

1.0 We have carefully examined the provisions of “*Preference to Make in India and Eligibility for Participation/granting of Purchase Preference to Class-I Local Suppliers*” as stipulated in the Bid Data Sheets and confirm our compliance with the same.

1.1 Local Supplier Status:

Sl. No.	Description of Goods & Services	Location(s) of Local Value Addition	% of Local Content	Supplier Category (Class-I / Class-II / Non-Local)

1.2 Compliance Confirmation

We further confirm that:

“We have not been barred / banned by any procuring entity for violation of the *Public Procurement (Preference to Make in India) Order, 2017* (PPP-MII Order) dated 15.06.2017, including its subsequent amendments issued by the Department for Promotion of Industry and Internal Trade (DPIIT).”

1.3 Certification

We undertake to furnish a certificate indicating the percentage of local content during execution of the contract, prior to submission of the final bill for payment, duly certified by:

- Statutory Auditor / Cost Auditor (in case of companies), or
- Practicing Cost Accountant / Chartered Accountant (in respect of other than companies)

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 1 of 3)
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2.0 Supporting Documents

- We agree to furnish any additional information or documentary evidence in support of the above declaration, as may be required.

Note:

1. Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.
2. **In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against value/percentage of local content, then the bidder shall be treated as a Non-Local Supplier and shall not be eligible for purchase preference.**
3. Purchase preference is applicable only to Class-I Local Suppliers.

**EPC PACKAGE
for
GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Details Of Our Foreign Principals)**

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301, Distt.
Gautam Budh Nagar, State of U.P., India

Dear Sirs,

We here by declare the details of our foreign principals as below:

<i>Sl. No.</i>	<i>Name</i>	<i>Detailed Address</i>	<i>Relationship with Bidder</i>
1.			
2.			
3.			
4.			
5.			

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Company Seal).....

ATTACHMENT - 19

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301, Distt.
Gautam Budh Nagar, State of U.P., India

Check List of documents for Envelope-I (Techno-Commercial) Bid

Sl. No.	Details of Checks	Enclosed : Yes/No
1.	Bid Form Envelope-I (Techno-Commercial) BID	.....
2.	Attachment-1 : Bid Security (enclosed in a separate sealed Envelope)	.....
3.	Attachment-2 : Power of Attorney	.....
4.	(i) Attachment-3 (Qualification Data along with Qualification Route Details), Letter of Undertaking, Joint support letter (as applicable)	.....
5.	i) Attachment-4 : Eligibility of Facilities	.....
	ii) Attachment-4A : List of Special Maintenance Tools & Tackles	.....
6.	Attachment-5 : Details of Proposed Sub-Contractors / Sub-Vendors:	.....
7.	Attachment-6 : DELETED	
8.	Attachment-7 Details in respect of Local Agent (Without Fees)	.....
9.	Attachment-8 (Declaration on Demonstration Parameters)	.....
10.	Attachment-9 Schedule of Erection Tools & Equipments	.....

11.	Attachment-10: Technical Data sheet	.....
12.	Attachment-11: Guarantee Declaration	.....
13.	Attachment-12 : Information regarding Quality Assurance Programme	.....
14.	Attachment-13 : Additional information	.....
15.	Attachment-14 : Detailed Work Schedule (L2 Schedule)	.....
16.	Attachment-15: DELETED	.....
17.	Attachment-16 Integrity Pact <i>Accepted through GTE in tendering portal</i>	
18.	Attachment-17 Local Content Declaration	
19.	Attachment 18: Details of foreign principals or associates	.....

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

NTPC LIMITED

(A Government of India Enterprise)



SECTION – VII (Part 2 OF 3)

FORMS AND PROCEDURES

FOR

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE

BIDDING DOCUMENT NO.: CS-6401-001-2

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

BID FORM AND ATTACHMENTS

ENVELOPE-II (PRICE BID)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

BID FORM

ENVELOPE-II (PRICE BID)

Ref No.:

Date:

IFB No. : CS-6401-001-2

Name of Package : GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE BIDDING DOCUMENT NO.: CS-6401-001-2

To
NTPC LIMITED
(A Government of India Enterprise),
6th Floor, 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 DOCUMENT NO.: CS-6401-001-2**, including subsequent amendments and clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, construct, install and commission (including carrying out Guarantee Test) the facilities under the above-named Contract in full conformity with the said Bidding Documents for the sum as mentioned in Bid invitation at e-tendering portal 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 shall not be considered for the purpose of evaluation.

2.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

2.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated anywhere 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.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(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 shall be rejected and our Bid Security shall be forfeited.

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

3.0 We are aware that the BOQ/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.

We have completed the Attachments to Price envelope and the appropriate BOQ (excel sheet) along with Price Schedules furnished in the bidding documents as indicated therein, following the requirements of ITB Clauses 10 and 11. We understand that the quoted prices as per the BOQ sheet (excel sheet) shall be used for the purpose of evaluation & award. We further understand that where there is discrepancy between the BOQ (Excel sheet) and 'Price break-up in Price Schedule', the Price quoted in BOQ (excel sheet) shall prevail. The detailed price break-up of the BOQ in price schedule shall be corrected, if required, by us to match the prices as per the BOQ sheet.

We understand that in the price schedules, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. We further understand that where there is a 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.

3.1 We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL price indicated in the BOQ 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 hereby confirm that the rates/prices quoted by us in Schedule-9 (Schedule of Take Out Prices) and Schedule-10 (Schedule of Unit Rates) are consistent with the lumpsum bid price and that we shall furnish all necessary justification to establish the reasonableness of these rates/prices, if required by you. However, we clearly understand that the acceptance of our proposal for the subject package shall not mean automatic acceptance of these rates/prices and that these rates/prices shall be adopted only if their reasonableness has been established by us and accepted by you.

5.0 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are specified below in Attachment-4(P).

<i>Name and address of agent</i>	<i>Amount and Currency</i>	<i>Purpose of Commission or gratuity</i>

(If none, state "none")

- 6.0 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.
- 7.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 8.0 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 : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

ATTACHMENT – 1P

(Declaration regarding Import Content included in our Price bid)

Bidder's Name and Address:

To
Corporate Contracts,
NTPC Limited,
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar, State of U.P., India

Dear Sir,

1. We confirm that we have read and understood Clause No. 10.6 of ITB, Sec-II of Bidding Document and we are submitting our bid including price schedules accordingly.

2. The details of Import Content included in Schedule-2 of our bid price are as follows:

Sl. No.	Description of item to be supplied	Quantity	*Value (included in our bid price)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

These details are furnished for the purpose of issuance of the Required Certificate as per ITB Clause 10.6. We further confirm that we shall be solely responsible for availing benefits (If Available).

Note: Bidder may apprise themselves of provisions of bidding documents regarding "Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers" before submission of bid

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

Date : (Designation).....

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.

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

(Declaration regarding Customs Duty Benefits for import of Construction Equipment)

Bidder's Name and Address:

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot A-8A,
Sector 24, Noida-201301, Distt. Gautam Budh Nagar,
State of U.P., India

Dear Sir,

1. We confirm that we have read and understood Clause No. 10.6 of ITB, Sec-II of Bidding Document and we are submitting our bid including price schedules accordingly
2. We confirm that we are solely responsible for obtaining 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.
3. We further confirm that we will not claim for adjustment in Contract Price on account of variation in or withdrawal of Customs Duty benefits for import of Construction Equipment.
4. We are furnishing below the information required by the Employer for issue of relevant Certificates in terms of the Customs Acts & Notifications of Govt. of India:

(A) *CIF Value of Construction Equipment to be imported by the Bidder / Assignee (if applicable in case of foreign bidder) including its sub-contractor(s) of the Bidder/Assignee.

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

We further confirm that aforesaid CIF value has not been included in Attachment-1P.

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

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

Sl.No.	To be imported by	Description of Item to be imported	Quantity
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(i) Bidder

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC
PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

(ii) Assignee (if applicable)

(iii) Sub-Contractor(s)

5.0 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 Subject Package

Date : (Designation).....

Place: (Printed Name).....

(Designation).....

(Company Seal).....

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

(Details of Equipment and Mandatory Spares to be imported from Associate/Collaborator by manufacturer or bidder)

To
NTPC LIMITED
(A Government of India Enterprise),
6th Floor, Engineering Office Complex,
Plot A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar, State of U.P., India

We confirm that we are seeking qualification on the basis of association/collaboration with the manufacturer(s) of particular equipment(s). We further confirm that such equipment and mandatory spares, which shall be imported from the associate's/collaborator's country by the manufacturer or by us have been listed in this Attachment-2(P) and the price of such equipment and mandatory spares including type test(s) have been quoted on CIF (Indian port-of-entry) basis and included in the total CIF (Indian port-of-entry) price quoted by us in Schedule-1.

Date : _____

Place : _____

- Note :
1. This Attachment is to be filled in by all bidders.
 2. *Bidder shall state the currency and fill in the amount in words and figures.
 3. Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.
 4. Bidder may refer ITB Cl. 10.4 (a) also.

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW)
EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Declaration on Demonstration Parameter)

<p>1. Net Heat Rate</p> <p>(i) Net Heat Rate at 100% of Engine load (Type I- Smaller Capacity)</p> <p>(ii) Net Heat Rate at 100% of Engine load (Type II - Higher Capacity)</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<p>-----</p>
<p>2. NET Power Output at Base/Full Load</p> <p>(a) Type I- Smaller Capacity Engine</p> <p>(i) Net Power Output of each Genset in kW.</p> <p>(ii) No. of Identical Engines offered</p> <p>(iii) Total Net Power Output</p> <p>(b) Type II – Higher Capacity Engine</p> <p>(i) Net Power Output of each Genset in kW</p> <p>(ii) No. of Identical Engines offered</p> <p>(iii) Total Net Power Output</p> <p>(c) Total Net Power Output of Power Plant</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<p>-----</p>
<p>3. NO_x Emission Level</p> <p>(i) We Confirm NO_x emission level of less than 80 ppm (dry volume basis corresponding to 15% excess oxygen in Engine exhaust) while operating at 100%, 90%,80%,70%,60% & 50% of Base Load Output</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<p style="text-align: center;"><u>Yes/No</u></p>

<p>4. Noise</p> <p>We Confirm The noise levels shall meet the MoEF&CC guidelines as enclosed at Annexure-I of Volume-IV, Part-A, Section-VI.</p> <p>(as specified in chapter of PART-A Volume-V Guarantees, Performance Testing & Liquidated Damage of Section-VI of Bidding Documents)</p>	<p><u>Yes/No</u></p>
<p>5. Exit velocity</p> <p>Exit velocity of flue gases shall not be less than 20-25 m/s.</p>	
<p>6. Plant Effluent Quality and Quantity.</p> <p>We Confirm All liquid effluents emanating out of the power plant shall be treated (as required) to meet the Environmental Standards for Gas Naphtha-based Thermal Power Plants published by MOEF vide notification dated 22.12.1998 and General Standard for Discharge of Environment Pollutants, Part-A: Effluents Published by MOEF dated 19.05.93 & also the latest MoEF&CC notification for discharge standards for effluents dated 13.10.2017 under E(P) Rules & its amendment thereof, applicable for discharge in Inland Surface Waters, whichever are more stringent.</p> <p>The discharge standards to be followed are enclosed at Annexure–II (A) & Annexure–II (B) of Volume-IV Part-A, Section-VI.</p> <p>The treated effluents shall also meet quality requirements of CPCB, if more stringent than the standard mentioned in technical specifications.</p> <p>As per clause 6.03.02 of Volume-IV, Part-A, Section-VI Devices for measurement of pH, Turbidity, Conductivity, and Flow at the point of liquid effluent discharge out of the plant shall be installed.</p>	<p><u>Yes/No</u></p>
<p>7.Plant Auxiliaries</p> <p>Demonstration parameters as per Clause 1.04.03 of Section-VI, Part-A, Volume-V, Guarantee Requirements</p>	<p><u>Confirm/Not Confirm</u></p>

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Details in respect of Local Agent)**

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot A-8A,
Sector 24, Noida-201301, Distt. Gautam Budh Nagar,
State of U.P., India

Dear Sir,

We furnish below the following information in respect of our Local Agent:

(i) Name and address of the Local Agent

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

(ii) Services to be rendered by the Local Agent

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

(iii) Amount

.....
.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

**GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW \pm 5 MW) EPC PACKAGE
BIDDING DOCUMENT NO.: CS-6401-001-2
(Price Adjustment Data)**

Bidder's Name and Address:

To
Contract Services
NTPC Limited,
Noida - 201301

Dear Sirs,

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

- 1A. Ex-Works / FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (**Engine and its Auxiliaries** excl. Factory Fabricated Structures, Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)

BIDDERS ARE REQUIRED TO INDICATE SEPARATE INDICES FOR EACH CURRENCY.

*Name of Currency of Bid Price:

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices (as on 30 days prior to date set for Submission of Techno-Commercial Bids).
Material				
1.	.....#.....	a =	.....	.....
2.	.....#.....	b =	.....	.....
3.	.....#.....	c =	.....	.....

	Labour	Lb =		.....
	Fixed Component	F = 0.15		

Sum of all material co-efficients, i.e. a+b+c+..... etc. indicated above shall be between 0.50 to 0.60.

To be specified by Bidder.

@Use separate sheets for FOB / Ex-works price.

The labour co-efficient shall be between 0.25 to 0.35.

Sum of all material co-efficients and labour coefficient shall be 0.85.

Sum of all material co-efficients, labour coefficient and fixed component should be 1.0

1B. DELETED

1C. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Balance of Plant Systems excl. Factory Fabricated Structures, Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)*

BIDDERS ARE REQUIRED TO INDICATE SEPARATE INDICES FOR EACH CURRENCY.

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
	Fixed Portion	F=0.15		
	Material :			
1.		a =		
2.		b =		
3.		c =		
			
4.	Labour :	Lb =		

Sum of all material co-efficients, i.e. a+b+c+..... etc. indicated above shall be between 0.50 to 0.60.

To be specified by Bidder.

@Use separate sheets for FOB / Ex-works price.

The labour co-efficient shall be between 0.25 to 0.35.

Sum of all material co-efficients and labour coefficient shall be 0.85.

Sum of all material co-efficients, labour coefficient and fixed component should be 1.0

1D. Ex-Works / FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)

BIDDERS ARE REQUIRED TO INDICATE SEPARATE INDICES FOR EACH CURRENCY.

*Name of Currency of Bid Price ::

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices (as on 30 days prior to date set for Submission of Techno-Commercial Bids).
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Material

1.#.....	a =
2.#.....	b =
3.#.....	c =

Labour

Lb =

.....

Fixed Component

F = 0.15

Sum of all material co-efficients, i.e. a+b+c+..... etc. indicated above shall be between 0.50 to 0.60.

To be specified by Bidder.

@Use separate sheets for FOB / Ex-works price.

The labour co-efficient shall be between 0.25 to 0.35.

Sum of all material co-efficients and labour coefficient shall be 0.85.

Sum of all material co-efficients, labour coefficient and fixed component should be 1.0

- 1E. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Factory Fabricated Structures as specified in Technical Specification and in coherence to Price Schedule)

BIDDERS ARE REQUIRED TO INDICATE SEPARATE INDICES FOR EACH CURRENCY.

*Name of Currency of Bid Price ::

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin ^s	Value of Indices (as on 30 days prior to date set for Submission of Techno-Commercial Bids).
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Material

1 Hot Rolled Coils & Sheets.	a =0.45	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=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	.....
Labour	Lb =0.25	Consumer price index for industrial workers (All India General) as published by Labour Bureau, Shimla.	.....

Fixed Component F = 0.15

\$ Specified source of indices is for Ex-Works Price Component only. Bidder to furnish the same for FOB Price Component separately.

1F. Ex-Works /FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges
(Any other Items not covered in A to E above and in coherence to Price Schedule)

BIDDERS ARE REQUIRED TO INDICATE SEPARATE INDICES FOR EACH CURRENCY.

*Name of Currency of Bid Price ::

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices (as on 30 days prior to date set for Submission of Techno-Commercial Bids).
Material				
1.	.....#.....	a =	.....	.....
2.	.....#.....	b =	.....	.....
3.	.....#.....	c =	.....	.....

Labour		Lb =		.....
Fixed Component		F = 0.15		

Sum of all material co-efficients, i.e. a+b+c+..... etc. indicated above shall be between 0.50 to 0.60.

To be specified by Bidder.

@Use separate sheets for FOB / Ex-works price.

The labour co-efficient shall be between 0.25 to 0.35.

Sum of all material co-efficients and labour coefficient shall be 0.85.

Sum of all material co-efficients, labour coefficient and fixed component should be 1.0

2. *ERECTION PRICE COMPONENT*

(A) INDIAN FIELD LABOUR :

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 deadline set for Submission of the 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 deadline set for Submission of the bids is.....

*(B) **EXPATRIATE LABOUR :*

* Name of currency of Bid Price :

The name of published index and its origin used for expatriate Labour (EF) is.....

3. Structural Work Price Component

Sl. No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices (as on 7 days prior to deadline set for Submission of bids)
1.	Fixed Components	F = 0.20		.....
2.	Hot Rolled Coils & Sheets	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

3. Manufacture of fabricated Products-Structural Metal Product $b = 0.15$ Index for "Manufacture of Metal structural metal products" under Group of "Manufacture of Fabricated metal products, except Machinery and Equipment" as published by Ministry of Commerce and Industry, GOI

4. Labour

- (i) $0.5 \times L_b = 0.5 \times 0.15$ Consumer price index for industrial workers (All India General) as published by Labour Bureau, Shimla.
- (ii) $0.5 \times L_b = 0.5 \times 0.15$ 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. Civil Works Price Component :

Item	Index	Value of	Name of published index and its origin	Value of Coefficients Indices (as on 7 days prior to deadline set for submission of bids)
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1. Fixed Components $F = 0.20$

2. Labour

- (i) $0.5 \times L_b = 0.5 \times 0.25$ Consumer price index for industrial workers (All India General) as published by Labour Bureau, Shimla.
- (ii) $0.5 \times L_b = 0.5 \times 0.25$ 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

3. Material (excluding cement & steel) $m = 0.15$ Index no. of wholesale Price under group "All Commodities" as published by Ministry of Commerce and Industry, GOI

4.	High Speed Diesel	$d = 0.05$	Price of high speed diesel oil per litre at the Indian Oil Corpn. outlet nearest to the project (selling price inclusive of taxes & duties, if any)	.....
5.	Steel	$s = 0.25$	Index for "Mild Steel -Long Products"# / "Mild Steel-Flat Products"# under Group of Products as published by Ministry of Commerce and Industry, GOI.	.....
6.	Cement	$c = 0.10$	Index for "Pozzolana Cement" as published by Ministry of Commerce and Industry, GOI.	.....

Bidder to strike-off , whichever is not applicable.

5. We agree to provide you with a complete break-up of our Bid Price to enable operation of Price adjustment Clause for aforesaid all price components.

* Continuation sheets of like size & format shall be used, if required, in case number of currencies are more.

** Continuation sheets of like size and format may be used if countries of origin of expatriate labour are more.

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

Note : Bidder shall note that it is mandatory to furnish the values of various coefficients and name, source & origin of the published indices and its base values in this Attachment-5(P) to Bid. Bidder is also required to mention whether the indices are monthly average, weekly average or as applicable

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW)
EPC PACKAGE

BIDDING DOCUMENT NO.: CS-6401-001-2

CHECK LIST OF DOCUMENTS FOR ENVELOPE-II:

PRICE BID

Bidder's Name and Address :

To
NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot A-8A,
Sector 24, Noida-201301, Distt. Gautam Budh
Nagar, State of U.P., India

Dear Sirs,

Check List of documents to be submitted for Envelope-II (Price) Bid

Sl.	Details of Checks	Enclosed: Yes/No
1.	Bid Form Envelope-II (Price) Bid	.....
2.	Attachment-1(P):	.....
3.	Attachment-1A(P)	.....
4.	Attachment-2(P):	.....
5.	Attachment-3(P):	.....
6.	Attachment-4(P)	.....
7.	Attachment-5(P):	.....
8.	Price Schedules (as per ITB clause 10.3)	.....

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Company Seal)

PRICE SCHEDULES

NTPC LIMITED

(A Government of India Enterprise)



SECTION – VII (Part 3 OF 3)

FORMS AND PROCEDURES

FOR

**GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW \pm 5 MW) EPC PACKAGE**

BIDDING DOCUMENT NO.: CS-6401-001-2

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

GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW \pm 5 MW)
BIDDING DOCUMENT NO. CS-6401-001-2

EPC PACKAGE
SECTION - VII (Part 3 of 3)

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

1a. **Techno-Commercial Bid (Envelope-1)**
(Bid Form along with Attachments)

1b. Price Bid (Envelope-2) (Bid Form along with attachments and Price Schedules)

2. Bid Security Form – Bank Guarantee

2a. Bid Security Form – Insurance Surety Bond

2b. Bid Security Form – Letter of Credit **NOT APPLICABLE**

- 3 (a) Form of Notification by the Employer to the Bidder
- (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 | DELETED |
|-----|--|----------------|

- 6b. Form of Insurance Surety Bond towards Performance Security

- 7
- (i) Bank Guarantee Form for Advance Payment (Supply-FOB/Ex-works)
 - (ii) Bank Guarantee Form for Advance Payment (Interest Bearing) (Installation Services / Civil / Structural Works)

(iii) Bank Guarantee Form for Interest free Advance Payment (For Installation Services/Civil Works/Structural Works)

(iv) Bank Guarantee Form for Advance Payment linked to Trial Operation (For Installation Services/Civil Works/Structural Works)

8. Form of Completion Certificate

9. Form of Operational Acceptance Certificate

10. Form of Trust Receipt

11. Forms of Indemnity-cum-Undertaking Agreement (2Nos.)

12. Form of Authorization Letter

13.A. Deleted

13B Deleted

14A **NOT APPLICABLE**

14B Form of Bank Guarantee//Insurance Surety Bond towards Security by Associate/Collaborator

15 Form of Bank Guarantee/ Insurance Surety Bond Verification Check List

16. Form of Validity Extension of Bank Guarantee/ Insurance Surety Bond

17. Form of Indemnity - cum-Undertaking Agreement (for Removal/Disposal of Surplus Material and Scraps

18. Form of Contract Closing certificates

19. Electronic Fund Transfer Form

20. Declaration of Absence of Conflict of Interest With Conciliation Committees of Independent Experts (CCIE)

21. Declaration of Absence of Conflict of Interest With INDEPENDENT ENGINEER (IE)

22. BG forwarding letter from Bank to Unified Treasury in Bank's letterhead

23. Form of certificate regarding Bank Guarantee charges

24. **Deleted**

25. Tripartite Integrity Pact

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:

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi – 110003

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **CS-6401-001-2**, M/s..... having its Registered/Head Office at (hereafter 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 225 days from (**) is 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 NTPC Limited (hereafter called the 'Employer') the amount of(*)..... without any reservation, protest, demand, demur 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 up to(@)..... 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 whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with
Bank Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

- NOTE :
1. (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of scheduled submission of Techno-commercial bids.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
 2. The Bank Guarantee shall be from a Bank as per provisions of ITB Sub-Clause 12.2 of the Bidding Documents.
 3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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 15-Form of Bank Guarantee Verification Check List enclosed in Section-VII of Bidding Documents. Further, Bidders are required to fill up this Form 15 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/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).
 6. Write the name and address of all the consortium Partners in case the bid is submitted by Consortium in terms of Qualifying Requirement.

FORM No. 2 (a)
Form of Insurance Surety Bond towards Bid Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

NTPC Limited, (CS)
6th Floor, Engineering Office Complex, Plot
A-8A, Sector 24, Noida-201301,
Distt. Gautam Budh Nagar, State of U.P., India

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **CS-6401-001-2**,
M/s..... having its Registered/Head
Office at (hereafter called the 'Bidder') wish to participate
in the said bid for EPC PACKAGE FOR PROJECT

As an irrevocable Insurance Surety Bond against Bid Security for an amount
of.....(*).....valid for 225 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 as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]
.....having our Head Office at (#)
..... guarantee and undertake to pay immediately on demand by NTPC
Limited (hereafter 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 and/or any right/remedy available to
the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto
.....(@)..... If any further extension of this Insurance Surety Bond 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 Insurance
Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

GREAT NICOBAR ISLAND GAS ENGINE POWER
PROJECT (108 MW ±5 MW)
BIDDING DOCUMENT NO. CS-6401-001-2

EPC PACKAGE
SECTION - VII (Part 3 of 3)

.....
(Signature)

.....
(Name)

.....
(Designation with
Insurer Stamp)

Authorised Vide
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 Techno-commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
 5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond

2b. BID SECURITY FORM - LETTER OF CREDIT

Not Applicable

2c. BID SECURITY FORM: Letter of Undertaking

Not Applicable

**3. (a) FORM OF NOTIFICATION BY THE
EMPLOYER TO BIDDER**

(b) FORM OF SIGHTDRAFT

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BIDDER

M/s.....

Ref : Your proposal against our IFB No.....
Forfeiture of Bid Guarantee amount.

Dear Sirs,

Whereas you have furnished as a part of your proposal the Bid Guarantee in the form of irrevocable and confirmed Letter of Credit No.....dated.....

.....for a sum of.....

(Bank's name)

.....payable to..... (Name of the

Employer) on demand without any reservation, demur or protest, contest and recourse

at.....

...

(Name and place of Bank)

In terms of the aforesaid Bid Guarantee, we do hereby forfeit the Guarantee amount.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

N.B. The Letter of Credit should not stipulate any other proforma of notification different from this format. No change whatsoever in the said proforma is acceptable to the Employer.

3b. FORM OF SIGHT DRAFT

Drawn under L.C. No.....dated.....

of

.....
(Name of Bank that opened the L.C.)

At sight promptly pay to.....

(Name of the Bank at which L/C, is negotiable

.....or order sum of.....

for payment to the Employer)

(Amount of L/C)

for value received.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

To,

(Name and Address of the
Bank which opened L.C.)

4. FORM OF NOTIFICATION OF AWARD

**4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'
FOR SUPPLY OF PLANT AND EQUIPMENT**

NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.

Ref. No. :

Date:

..... (Contractor's Name & Address).....
.....
.....
.....

Attn.: Mr.....

Sub: Notification of Award of Contract for Supply of.....(Package Name) as per Bidding Document No.....

Dear Sir,

1.0 This has reference to the following:

(i) Our Notice Inviting Tender (IFB) No.....dated

(ii) Bidding Documents for the subject package issued to you vide our letter no.datedcomprising 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.....datedbased on the query raised by **you/one of the prospective bidders. (Use as applicable)**

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)

(iv) Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no.dated.....(*Delete if not applicable*).

(v) Our Fax message / letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BIDOPENING)

(vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.

(vii) Post bid discussions and meetings we had with you fromto 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-.)

(e) Minutes of Meeting regarding Safety Plan(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 Meetings 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 respectively on you for the work of (*Indicate brief scope of work of the Second Contract and Third Contract*) complete (*Name of Package*)..... for (*Name of Project*)..... as per Bidding 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 responsibilities/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment's /materials to be supplied by you under this Contract when installed and commissioned under the 'Third Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

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 Dispatch Price (both in India)/
CIF (Indian Port of Entry) (Use as Applicable)
for Main Equipment

(ii) **Ex-Manufacturing Works/Place**
of Dispatch Price (both in India)
CIF (Indian Port of Entry) (Use as Applicable)
for Mandatory Spares

(iii) Type Test Charges
(Delete if not applicable)

TOTAL (i + ii+iii)

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

5.0 You shall prepare and finalize 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 authorized signatory of your company as a proof of your acknowledgement and confirmation.

Please take necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
..... **(Name of the Employer)**.....
(Authorized 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 Guarantee Tests of... (Package
Name)***

..... as per Bidding 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.
.....datedcomprising 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.....datedbased on the query raised by **you/one
of the prospective bidders. (Use as applicable)**
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

***(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER APPLICABLE
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 APPLICABLE CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

(vi) Our Fax message/letter No. Dated..... Inviting you for post bid discussions.

(vii) Postbiddiscussionsandmeetingswehadwithyoufrom..... to resulting into the following Minutes of Meetings enclosed herein with this Notification of Award :

(a) Minutes of Meetings regarding Commercial issues(APPENDIX.....)

(b) Minutes of Meetings on Technical issues(APPENDIX)

(c) Minutes of Meetings regarding Work Schedule(APPENDIX.....)

(d) Minutes of Meetings regarding Quality Assurance Aspects(APPENDIX-.)

(e) Minutes of Meeting regarding Safety Plan(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 Meetings 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 '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 'FirstContract' and 'SecondContract' respectively on you for the work of..... **(Indicate brief scope of work of the First Contract and Second Contract)** complete..... **(Name of Package)** for **(Name of Project)** as per Bidding Document No..... (Hereinafter referred to as the 'First Contract' and '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 responsibilities/obligations under this 'Third Contract'. It is also expressly understood and agreed by you that the equipment's / 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.

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, Civil Structural &
Allied Works, Insurance Covers
other than Inland Transit
Insurance, Testing, Commissioning
and conducting Guarantee Tests
- TOTAL (i + ii+iii)
(..... **(Specify the total amount in words)**.....)

5.0 You shall prepare and finalize 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 authorized signatory of your company as a proof of your acknowledgement and confirmation.

Please take necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
..... **(Name of the Employer)**.....

(Authorized Signatory)

Encl. : As above.

4c. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR CIVIL WORKS

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 Civil Works of (*Package Name*)
..... as per Bidding Document No.....**

Dear Sir,

1.0 This has reference to the following :

- (i) Our Invitation for Bids (IFB) No.dated.....
- (ii) Bidding Documents for the subject package issued to you vide our letter no. dated..... comprising the following :

.....(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder).....

Errata/Amendment No..... to..... (*Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains*).....
issued to you vide our letter no.dated.....

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

- (iii) Clarifications furnished to you on the Bidding Documents vide our letter no..... dated based on the query raised by **you/one of the prospective bidders. (Use as applicable)**
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER APPLICABLE 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 APPLICABLE 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 Meetings enclosed herein with this Notification of Award :

(a) Minutes of Meetings regarding Commercial issues (APPENDIX -)

(b) Minutes of Meetings on Technical issues (APPENDIX -)

(c) Minutes of Meetings regarding Work Schedule (APPENDIX -)

(d) Minutes of Meetings regarding Quality Assurance Aspects (APPENDIX-.)

(e) Minutes of Meeting regarding Safety Plan (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 Meetings 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 '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' and/or 'Third Contract' respectively on you for the work of **(Indicate brief scope of work of the First Contract and Second Contract and/or Third Contract)** complete **(Name of Package)** for**(Name of Project)** as per Bidding Document No..... (hereinafter referred to as the 'First Contract' and 'Second Contract' and/or 'Third Contract'). You shall also be fully responsible for the works to be executed under the 'First Contract' and 'Second Contract' and/or 'Third Contract' and it is expressly understood and

agreed by you that any breach under the 'First Contract' and/or 'Second Contract' and/or 'Third Contract' shall automatically be deemed as a breach of this 'Fourth 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 'Third Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Fourth Contract' as well and vice-versa. However, such breach or default or occurrence in the 'First Contract' and/or 'Second Contract' and/or 'Third Contract' shall not automatically relieve you of any of your responsibilities/obligations under this 'Fourth Contract'. It is also expressly understood and agreed by you that the equipments/materials to be supplied by you under the 'First Contract' and 'Second Contract' when installed and commissioned under Third Contract and Civil works done under this 'Fourth Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

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) Civil works

(TOTAL (i)

(.....**(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 We request you to return a copy of this Notification of Award digitally signed/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.

Please take 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 certain Facilities, viz. *[list of facilities]* (“the Facilities”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1.Contract 1.1 Documents

Contract Documents (Reference GCC Clause2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Technical Specifications and Drawings
- (f) The Bid and Price Schedules submitted by the Contractor
- (g) Procedures (as listed)
- (h) Integrity Pact (IP) signed between the Employer and the Bidder /Contractor

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract 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 of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the Following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:
- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
 - (b) The Contractor has submitted to the Employer the performance security, 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 reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award.

In this case, Contract price and/or time for 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

Appendix1	Terms and Procedures of Payment
Appendix2	Price Adjustment
Appendix3	Insurance Requirements
Appendix4	Time Schedule
Appendix5	List of Approved Subcontractors
Appendix6	Scope of Works and Supply by the Employer
Appendix7	List of Documents for Approval or Review
Appendix8	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. However, applicable taxes, duties and levies shall be reimbursed/paid in local currency. 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 Tests) quoted on CIF (Indian-port-of-entry) basis

In respect of Plant and Equipment (excluding mandatory spares) supplied from abroad, the following payments shall be made: -

A1. For FOB Price Component of Plant and Equipment (excluding Mandatory Spares and Type Tests):

(I) (a) **Seven and Half percent (7.5%)** of the Total FOB Supply Price Component of Contract Price as interest free Initial Advance payment shall be paid as follows:

- (i) Acceptance of Notification of Award and Signing of the Contract Agreement.
- (ii) Submission of an unconditional Bank Guarantee/ Insurance Surety Bond) covering the advance amount which shall be initially kept valid upto (ninety) 90 days beyond the schedule date of Completion of the Facilities under the Package. However, in case of delay in completion 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)/Insurance Surety Bond(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) /Insurance Surety Bond(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 equipment covered under the Contract. The proforma of Bank Guarantee/Insurance Surety Bond is enclosed in Section-VII-Form of Performance Security.

(iv) **DELETED**

(v) **DELETED**

(vi) Submission of a detailed PERT Network based on the Work Schedule stipulated in Appendix - 4 to Form of Contract Agreement and its approval by the Employer.

(I)(b) Seven and Half percent (7.5%) of Total FOB Supply Price Component of Contract Price as interest free Interim Advance Payment on:

(i) Fulfilment of conditions mentioned at A1 (I)(a)(i) to (vi) above.

(ii) Submission of an unconditional Bank Guarantee/Insurance Surety Bond covering the advance amount, which shall be initially kept valid upto (ninety) 90 days beyond the schedule date for successful Completion of the Facilities under the Package. However, in case of delay in completion of facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Section-VII - Bank Guarantee Form for Advance Payment.

(iii) Completion of following:

Submission of copy of purchase order placed by Contractor for Engine and duly accepted by Engine Manufacturer	5.0%
Submission of copy of work order placed by Contractor and duly accepted by Sub-Contractor(s) for Complete Civil Works for Engine Hall Building	2.5%

Note :

- i. The interim advance amount shall be paid as specified for subsystems mentioned at (I) (b) (iii) above and the amount shall be released progressively on completion by Contractor.
- ii. Not used
- iii. In case the Contractor decides not to take advance payment mentioned at (I) above, 90% of the advance amount shall be paid progressively on pro- rata basis along with the receipt payment, as specified in para (III) below.

(II) Fifty-five Percent (55%) of Total FOB Supply Price Component of the Contract Price for each identified equipment upon despatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment (which shall be original Bill of Lading) including Material Despatch Clearance Certificate (MDCC) issued by the

Employer's Corporate QA & I representative.

- (III) **Twenty Percent (20%)** of Total FOB Supply Price Component of the Contract Price for each identified equipment on receipt of equipment at site on pro rata basis and physical verification and certification by the Project Manager for the equipment received and stored at site and on furnishing the confirmation from the contractor that all the payments due w.r.t. the Bought out Items are paid to their Sub-vendor(s) as per the agreed payment terms between Contractor and their sub-vendor.

(IV) **Deleted**

(V) **Deleted**

- (VI) **Breakdown of last 10 % payment is as detailed below :**

- (VI) (a-i) **Five Percent (5%)** of FOB Supply Price Component of the contract price on **Successful Completion of Trial/Initial Operation including all associated auxiliaries and ancillary works** and its certification by the Project Manager.

Note: Actual readiness for Trial/Initial operation shall be certified by Project Manager

- (VI) (a-ii) **Five Percent (5%)** of FOB Supply Price Component of the contract price on **successful completion of applicable Performance Guarantee** as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the Project Manager.

However, if for reasons attributable to the Employer, the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of 01 (one) month from the date of Completion of Trial Operation, then 50% of the amount due on "Completion of applicable Performance Guarantee Tests" shall be released to the contractor without submission of any BG.

Further, if for reasons attributable to the Employer, in case the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of one year from the date of Completion of Trial Operation, then pending 50% amount shall be released upon submission of Bank Guarantee of equivalent value. Such BG shall be released after successful conductance of PG test and issuance of Operational Acceptance Certificate by Project Manager.

The payment at Sl. No. VI above shall be released proportionately of each phase as detailed below:

Phase	Completion of Facilities for
Phase-I	84 MW
Phase-II	12 MW

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phase-III	12 MW
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Notes: (1) Deleted.

- (2) **The Initial Operation of the complete Facilities as an integral unit shall be conducted as per clause 26.03.00 of Part-A Vol VI (GTR), Section-VI (Technical Specifications).**
- (3) **The basis for the pro-rata payments at S. No. (II) & (III) above shall be the Billing Break-up (BBU) to be finalised subsequently after award of Contract.**

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.

- (4) In case Installation Price (excluding Civil/Structural works price) is less than **15%** of the cumulative total of FOB & Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the FOB & 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.

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing installation percentage /retention amount).

- (5) In case the Civil Works Price (including Site Fabricated Structural works price) is less than **22% %** of the cumulative total of FOB & Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the FOB & 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.

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing Civil Works percentage /retention amount).

(6) DELETED

A2. Ocean Freight and Marine Insurance Charges (excluding Mandatory Spares parts) for Plant and Equipments covered in Sl. No. A1 above:

Hundred Percent (100%) of Ocean Freight and Marine Insurance Charges for plant & equipments (excluding Mandatory Spares) covered in Schedule-1 shall be paid upon shipment on pro-rata basis to the FOB price of the plant and equipments shipped. The aggregate of all such pro-rata payments shall not exceed the total amount identified in the Contract. However, where equipment wise Ocean Freight and Marine Insurance Charges have been identified in the Contract, the payment of Ocean Freight and Marine Insurance Charges shall be based on such charges identified in the Contract against shipment of equipments.

B. Schedule No. 2 : Plant and Equipments (excluding Mandatory Spares and Type Tests) quoted on Ex-works (India) basis

In respect of Plant and Equipments (excluding Mandatory Spares) which are manufactured within the Employer's country, the following payment shall be made :

B1. Ex-works Price Component of Plant and Equipments (excluding Mandatory Spares and Type Tests) :

(I) (a) **Seven and Half percent (7.5%)** of the Total Ex-Works Supply Price Component of Contract Price as interest free Initial Advance payment shall be paid as follows:

- (i) Acceptance of Notification of Award and Signing of the Contract Agreement.
- (ii) Submission of an unconditional Bank Guarantee/Insurance Surety Bond covering the advance amount 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 of 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)/Insurance Surety Bond(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) /Insurance Surety Bond(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.

(iv) **DELETED**

(v) **DELETED**

(vi) Submission of a detailed PERT Network based on the Work Schedule stipulated in Appendix - 4 to Form of Contract Agreement and its approval by the Employer.

(I) (b) Seven and Half percent (7.5%) of Total Ex-Works Supply Price Component of Contract Price as interest free Interim Advance Payment on:

(i) Fulfilment of conditions mentioned at B1 (I)(a)(i) to (vi) above.

(ii) Submission of an unconditional Bank Guarantee/Insurance Surety Bond covering the advance amount, which shall be initially kept valid upto (ninety) 90 days beyond the schedule date for successful Completion of the Facilities under the Package. However, in case of delay in completion of facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Section-VII - Bank Guarantee Form for Advance Payment.

(iii) Completion of following:

Submission of copy of purchase order placed by Contractor for Engine and duly accepted by Engine Manufacturer	5.0%
Submission of copy of work order placed by Contractor and duly accepted by Sub-Contractor(s) for Complete Civil Works for Engine Hall Building	2.5%

Note :

- i. The interim advance amount shall be paid as specified for subsystems mentioned at (I) (b) (iii) above and the amount shall be released progressively on completion by Contractor.
- ii. Not used
- iii. In case the Contractor decides not to take advance payment mentioned at (I) above, 90% of the advance amount shall be paid progressively on pro-rata basis along with the receipt payment, as specified in para (III) below.

(II) Fifty-five Percent (55%) of Total Ex-Works Supply Price Component of the

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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 or receipted GR/Rail receipt) including Material Despatch Clearance Certificate (MDCC) issued by the Employer's Corporate QA & I representative.

(III) **Twenty Percent (20%)** of Total Ex-Works Supply Price Component of the Contract Price for each identified equipment on receipt of equipment at site on prorata basis and physical verification and certification by the Project Manager for the equipment received and stored at site.

(IV) **-Deleted-**

(V) **-Deleted-**

(VI) **Breakdown of last 10 % payment is as detailed below :**

(VI) (a-i) **Five Percent (5%)** of EX-WORKS Supply Price Component of the contract price on **Successful Completion of Trial/Initial Operation including all associated auxiliaries and ancillary works** its certification by the Project Manager.

Note: Actual readiness for Trial/Initial operation shall be certified by Project Manager

(VI) (a-ii) **Five Percent (5%)** of EX-WORKS Supply Price Component of the contract price on **successful completion of applicable Performance Guarantee Tests** as specified in Technical Specifications and issuance of Completion Certificate by the Project Manager.

However, if for reasons attributable to the Employer, the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of 01 (one) month from the date of Completion of Trial Operation, then 50% of the amount due on "Completion of applicable Performance Guarantee Tests to be conducted along with Trial/Initial operation" shall be released to the contractor without submission of any BG.

Further, if for reasons attributable to the Employer, in case the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of one year from the date of Completion of Trial Operation, then pending 50% amount shall be released upon submission of Bank Guarantee of equivalent value. Such BG shall be released after successful conductance of PG test and issuance of Completion Certificate by the Project Manager.

The payment at Sl. No. VI above shall be released proportionately of each phase as detailed below:

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Phase	Completion of Facilities for
Phase-I	84 MW
Phase-II	12 MW
phase-III	12 MW

Notes: (1) Deleted.

- (2) The Initial Operation of the complete Facilities as an integral unit shall be conducted as per clause 26.03.00 of Part-A Vol VI (GTR), Section-VI (Technical Specifications).**
- (3) The basis for the pro-rata payments at S. No. (II) & (III) above shall be the Billing Break-up (BBU) to be finalised subsequently after award of Contract.**

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.

- (4) In case Installation Price (excluding Civil/Structural works price) is less than 15 % of the cumulative total of FOB & Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the FOB & 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.**

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing installation percentage /retention amount).

- (5) In case the Civil Works Price (including Site Fabricated Structural works price) is less than 22% of the cumulative total of FOB & Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the FOB & 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.**

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered

for the purpose of computing Civil Works percentage /retention amount).

(6) DELETED

C. Schedule 1, Schedule 2 and Schedule 6: Payment Terms for Mandatory Spares and Recommended Spares (When ordered) quoted on CIF (Indian-Port-of-Entry) / Ex-Works (India) basis :

The CIF (Indian port-of-entry) price of spares to be supplied from abroad and Ex-works (India) price of spares manufactured within the Employer's country shall be paid as under:

- (i) **Seventy five percent (75%)** of CIF/Ex-works price component of the spares to be paid on pro-rata basis: upon despatch 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 CIF/Ex-works price component of the spares to be paid on pro-rata basis: on receipt and storage at site and on physical verification & certification by the Project Manager for the spares received and stored at site.

D. Schedule No. 3: Local Transportation

a) All Plant and Equipment including mandatory spares and recommended spares (if ordered)

Hundred Percent (100%) of Local Transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) for the plant and equipment including mandatory spares and also recommended spares (if ordered) shall be paid to the Contractor pro-rata to the value of the equipment/spares received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, where item wise local transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) have been identified in the Contract, the payment for the same shall be made after receipt of the equipment/spares at site, based on the charges so identified in the Contract.

E. Schedule No. 4: Installation Services excluding Civil and Site Fabricated Structural Works Portion

The Foreign Currency Portion as well as Local Currency Portion of the Total Installation Services Component of the Contract Price of Plant and Equipment (excluding Civil and Site Fabricated Structural Works Portion) shall be paid as under:

(I)(a) Five Percent (5%) of the total Installation Services component of the

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Contract Price (excluding Civil and Site Fabricated Structural Works Portion) will be paid to the Contractor as interest bearing initial advance payment on:

- (i) Acceptance of Notification of Award and Signing of Contract Agreement.
- (ii) Establishment of their office at site in preparatory to mobilization of their erection establishment.
- (iii) Submission of an unconditional Bank Guarantee/ Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance Payment.
- (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s)/Insurance Surety Bond(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) /Insurance Surety Bond(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) **DELETED**
- (vi) **DELETED**
- (vii) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix - 4 to the Form of Contract Agreement and its approval by the Employer.
- (viii) Advance Payment for Installation services price components shall be released after certification of Project Manager 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 price component shall be released after certification of Project Manager that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

The recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per Clause E(II) of APPENDIX-I to Form of Contract Agreement, Section-VII. The rate of interest to be recovered from a particular bill shall be **“SBI 1-year MCLR as on 01st April of the applicable year in which such interest is accrued + 100 bps”** 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.

(I)(b) Further, Five Percent (5%) of the total installation services component of the Contract Price (excluding Civil Works and structural works Portion) will be paid to the Contractor as interest bearing initial advance payment on :

- (i) Fulfillment of Conditions mentioned at E(I)(a)(i), (ii), (iv), (vii) and (viii) above
- (ii) Submission of an unconditional Bank Guarantee/ Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance Payment.
- (iii) Finalisation of Installation/Erection Agency and Submission of copy of purchase order/contract placed by Contractor and duly accepted by Installation/Erection Agency and T&P & manpower mobilization as identified alongwith PERT Network for start of erection and certification thereof by the Project Manager..

(I)(c) Deleted

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Note: In case the contractor decides not to take advance payment, the advance payment shall be proportionately adjusted in the progressive payment of 80%.

- (II) **Eighty Percent (80%)** of the Installation Services component of Contract Price (excluding Civil and Site Fabricated Structural works) shall be paid on pro-rata basis against progressive erection of the identified equipment on certification by the Project Manager for the quantum of work completed and on certification by the Project Manager's field quality assurance & surveillance representative for the successful completion of quality check points involved in the quantum of work.

Note: The adhoc payment for 75% of eligible running account bill/ due stage payment, shall be paid within 10 working days of the submission of the bill on request of the contractor. The remaining payment shall be made after final checking of the bill.

(III) **-Deleted-**

(IV) **-Deleted-**

- V(a-i) **Five Percent (5%)** of total Installation Services Price Component of the contract price (excluding Civil and Site Fabricated Structural Works) on **Successful Completion of Trial/Initial Operation including all associated auxiliaries and ancillary works** and its certification by the Project Manager.

Note: Actual readiness for Trial/Initial operation shall be certified by Project Manager

- V(a-ii) **Five Percent (5%)** of total Installation Services Price Component of the contract price (excluding Civil and Site Fabricated Structural Works) on **successful completion of applicable Performance Guarantee Tests** as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the Project Manager.

However, if for reasons attributable to the Employer, the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of 01 (one) month from the date of Completion of Trial Operation, then 50% of the amount due on "Completion of applicable Performance Guarantee Tests" shall be released to the contractor without submission of any BG.

Further, if for reasons attributable to the Employer, in case the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of one year from the date of Completion of Trial Operation, then pending 50% amount shall be released upon submission of Bank Guarantee of equivalent value. Such BG shall be released after successful conductance of PG test and issuance of Operational Acceptance Certificate by the Project Manager.

The payment at Sl. No. V above shall be released proportionately of each phase as detailed below:

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Phase	Completion of Facilities for
Phase-I	84 MW
Phase-II	12 MW
phase-III	12 MW

Note: (1) -Deleted-

- (2) The Initial Operation of the complete Facilities as an integral unit shall be conducted as per clause 26.03.00 of Part-A (GTR), Section-VI (Technical Specifications).
- (3) In case, Installation Services component of Contract Price includes foreign currencies, the payment at each stage as above, shall be made in the stated currencies on proportionate basis for the items of work involving foreign currency.
The basis for the pro-rata payments at Sl. No. (II) above shall be the Billing Break up to be finalised subsequently.
- (4) In case the Installation Price (excluding Civil/Structural works price) is more than 20 % of the cumulative total of FOB & Exworks 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.

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of bids shall be considered for the purpose of computing installation percentage /retention amount).

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 of their office at site in preparatory to commencement of Civil Works.
 - (iii) Submission of an unconditional Bank Guarantee / Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered

under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance Payment.

- (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s)/Insurance Surety Bond(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)/Insurance Surety Bond(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) **DELETED**
- (vi) **DELETED**
- (vii) 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.
- (viii) Advance Payment for Civil works price components shall be released after certification of Project Manager 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 Project Manager that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

The recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per Clause F(II) of APPENDIX-I to Form of Contract Agreement, Section-VII. The rate of interest to be recovered from a particular bill shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued+ 100 bps" **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.

(I)(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(I) (a)(i), (ii), (iv), (vii) and (viii) above
- (ii) Submission of an unconditional Bank Guarantee / Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance Payment.
- (iii) Finalisation of Civil Agency for Complete Civil Works for Engine Hall Building and submission of copy of purchase order/contract placed by Contractor and duly accepted by Civil Agency and T&P & manpower mobilization as identified alongwith PERT Network for start of Civil works and certification thereof by the Project Manager.

(I)(c) **Deleted**

Note: In case the contractor decides not to take advance payment, the advance payment shall be proportionately adjusted 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 adhoc payment for 75% of eligible running account bill/ due stage payment, shall be paid within 10 working days of the submission of the bill on request of the contractor. The remaining payment shall be made after final checking of the bill.

(III) **-Deleted-**

(IV) **-Deleted**

(V) **Breakdown of last 10 % payment is as detailed below:**

(V) (a-i) **Five Percent (5%)** of total Civil Works Component of Contract Price **on Successful Completion of Trial/Initial Operation including all associated auxiliaries and ancillary works** and its certification by the Project Manager.

Note: Actual readiness for Trial/Initial operation shall be certified by Project Manager

(V) (a-ii) **Five Percent (5%)** of total Civil Works Price Component of the contract price on successful completion of applicable Performance Guarantee Tests as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the Project Manager.

However, if for reasons attributable to the Employer, the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of 01 (one) month from the date of Completion of Trial Operation, then 50% of the amount due on "Completion of applicable Performance Guarantee Tests to be conducted along with Trial/Initial operation" shall be released to the contractor without submission of any BG / Insurance Surety Bond.

Further, if for reasons attributable to the Employer, in case the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of one year from the date of Completion of Trial Operation, then pending 50% amount shall be released upon submission of Bank Guarantee / Insurance Surety Bond of equivalent value. Such BG / Insurance Surety Bond shall be released after successful conductance of PG test and issuance of Operational Acceptance Certificate by the Project Manager.

The payment at Sl. No. V above shall be released proportionately of each phase as detailed below:

Phase	Completion of Facilities for
Phase-I	84 MW
Phase-II	12 MW
phase-III	12 MW

(V) (a-iii) Deleted

Note: In case the Civil Works Price (including Site Fabricated Structural Works Price) is more than **32 %** of the cumulative total of FOB & 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

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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.

(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing Civil Works percentage /retention amount).

G. Schedule No. 4 : Site Fabricated Structural Works (if applicable)

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 of their office at site in preparatory to commencement of Site Fabricated Structural Works.
- (iii) Submission of an unconditional Bank Guarantee / Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance Payment.
- (iv) Submission by the Main Contractor of an unconditional Bank Guarantee(s)/Insurance Surety Bond(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) /Insurance Surety Bond(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) **DELETED**
- (vi) **DELETED**

- (vii) 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.
- (viii) Advance Payment for Site Fabricated Structural works price components shall be released after certification of Project Manager that the Contractor has brought to site the Safety equipment & Safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.

In case the Contractor decides not to take advance payment, the first progressive payment for Site Fabricated Structural works price component shall be released after certification of Project Manager that the Contractor has brought to site the Safety equipment & Safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.

The recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per Clause G(II) of APPENDIX-I to Form of Contract Agreement, Section-VII. The rate of interest to be recovered from a particular bill shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps" **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.

- (I)(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 E(I) (a)(i), (ii), (iv), (vii) and (viii) above
 - (ii) Submission of an unconditional Bank Guarantee / Insurance Surety Bond for an amount equivalent to one hundred ten percent (110%) of 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 Completion of the last Facility covered under the Package. However, in case of delay in completion of the facilities covered under the package, the validity of this advance Bank Guarantee shall be extended by the period of such delay. The proforma of the Bank Guarantee is enclosed in Section-VII-Bank Guarantee Form for Advance

Payment.

- (iii) Finalisation of Structural Works Agency and submission of copy of purchase order/contract placed by Contractor and duly accepted by Structural Works Agency and T&P & manpower mobilization as identified alongwith PERT Network for start of Site Fabricated Structural works and certification thereof by the Project Manager.

(I)(c) **Deleted**

Note: In case the contractor decides not to take advance payment, the advance payment shall be proportionately adjusted in the Progressive payment of 80%.

- (II) **Eighty percent (80%)** of the total Structural Works Price Component shall be paid progressively on (a) certification by the Project Manager for the quantum of work completed and (b) certification by the Project Manager's Field Quality Surveillance representative for the successful completion of quality check points involved in the quantum of work billed.

Note:

- (i) The release of first progressive payment for Site Fabricated 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.
- (ii) Sequence of painting of structures as given in technical specifications shall be followed.
- (iii) The adhoc payment for 75% of eligible running account bill/ due stage payment, shall be paid within 10 working days of the submission of the bill on request of the contractor. The remaining payment shall be made after final checking of the bill.

(III) **Deleted**

(IV) **Deleted**

(V) **Deleted**

(VI) **Breakdown of last 10 % payment is as detailed below :**

- (VI) (a-i) **Five Percent (5%)** of total Structural Works Price Component of the contract price on **Successful Completion of Trial/Initial Operation including all associated auxiliaries and ancillary works** and its certification by the Project Manager.

Note: Actual readiness for Trial/Initial operation shall be certified by Project Manager

- (VI) (a-ii) **Five Percent (5%)** of total Structural Works Price Component of the contract

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price on **successful completion of applicable Performance Guarantee Tests as specified in Technical Specifications** and issuance of Completion Certificate by the Project Manager.

However, if for reasons attributable to the Employer, the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of 01 (one) month from the date of Completion of Trial Operation, then 50% of the amount due on "Completion of applicable Performance Guarantee Tests to be conducted along with Trial/Initial operation" shall be released to the contractor without submission of any BG/ Insurance Surety Bond.

Further, if for reasons attributable to the Employer, in case the performance Guarantee (PG) Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of one year from the date of Completion of Trial Operation, then pending 50% amount shall be released upon submission of Bank Guarantee of equivalent value. Such BG shall be released after successful conductance of PG test and issuance of Completion Certificate by the Project Manager.

The payment at Sl. No. VI above shall be released proportionately of each phase as detailed below:

Phase	Completion of Facilities for
Phase-I	84 MW
Phase-II	12 MW
phase-III	12 MW

G1. Schedule No. 4: Amount linked to Safety Aspects/ compliance to Safety Rules

I. The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz,

- A) 10% amount (calculated as 0.1 Y of the service portion amount of RA bill) shall be linked to Fatal/Major Accidents, and
- B) 90% amount (calculated as 0.9 Y of the service portion amount of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of NTPC.

NOTE:

Amount linked to Safety Aspects/ Compliance to Safety Rules specified in Price Schedule

$$Y = \frac{\text{Total amount for Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works}}{\text{Total amount for Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works}} \times 100$$

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II. While raising each RA Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y% of the service portion (Civil + Installation/ Erection + Structural Works) of RA Bill.

III. The amount as elaborated at para G1. I. shall be withheld from first and second monthly RA bill of the respective quarter/three month period and shall be released in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis. The amount for the entire quarter (i.e. RA bills raised during a 3 month period) shall be paid to the Contractors at the end of that three months period along with 3rd/last RA Bill for the quarter/three months period upon complying the following conditions:

A) **Amount of RA Bill linked to Fatal/ Major Accidents (0.1Y as elaborated above at para G1.I.A)**

Aforesaid amount (on quarterly basis) shall be payable to Contractor only in case, there is

i) No fatal injury or accident causing death in that three months period

and

ii) No Major injury or accident causing 25% or more permanent disablement to workmen or employees in that three months period. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act' 1923.

In case of any fatal injury or accident as elaborated above occurs during that three month period, the stipulated amount (0.1Y) subject to minimum of **Rs 10 Lakh per fatality** shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during that three month period, **Rs 4 lakh per Major injury** shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

Further, in case, Contractor doesn't raise RA Bills in any three month period/quarter and if any fatal injury and/or major accident takes place in that period, Project Manager shall deduct the amount [Rs 10 Lakh per fatality and Rs

4 lakh per Major injury] pertaining to this particular quarter from his next RA bill/due payment. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments immediately due to the Contractor under the Contract.

The amount deducted/forfeited as mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time.

B) Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para G1.I.B)

Aforesaid amount (on quarterly basis) shall be payable to Contractor in five equal parts under five heads as under:

(i) Amount payable on deployment of required Safety Personnel

One fifth of the amount specified at G1.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that required number of Safety personnel as per Clause 2.3 of 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC/SCC] have been deployed. The aforesaid amount linked to deployment of requisite safety personnel shall be paid as under:

- a) 50% of the amount referred at G1.III.B.(i), for deployment of Safety Supervisors shall be paid on pro-rata basis depending upon the actual no. of Safety Supervisors deployed vis-à-vis actual requirement :

Amount to be paid = $0.09Y \times \text{Service portion of RA bill amount} \times \frac{a}{b}$

Where 'a' is actual no. of Safety supervisors deployed

and

'b' is required no. of Safety supervisors as per Safety Rules.

In case, actual no. of Safety supervisors deployed is more than requisite number (i.e. $\frac{a}{b}$ is more than 1), the amount to be paid shall be restricted to 0.09Y.

- b) 50% of the amount referred at G1.III.B.(i), for deployment of Safety Officers shall be paid on pro-rata basis depending upon the actual no. of Safety Officers deployed vis-à-vis actual requirement :

Amount to be paid = $0.09Y \times \text{Service portion of RA bill amount} \times (a/b)$

Where 'a' is actual no. of Safety Officers deployed

and

'b' is required no. of Safety Officers as per Safety Rules.

In case, actual no. of Safety Officers deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to $0.09Y$.

- c) In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(ii) Amount payable on providing requisite Personal Protective Equipment & Safety Equipment

One fifth of the amount specified at G1.III.B (calculated as $0.18Y$ of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.

In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by Project Manager /Safety Officer of NTPC as per clause 22.3.3 (ii) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(iii) Amount payable on providing requisite Safety Induction and Training

One fifth of the amount specified at G1.III.B (calculated as $0.18Y$ of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants' to at least 90% of its employees/workmen (who have not been previously provided with

requisite training) in a quarter/ three months period.

In case Contractor fails in meeting the aforesaid requirement, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(iv) Amount payable on providing requisite Medical and First Aid Amenities

One fifth of the amount specified at G1.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence in any quarter/three month period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(v) Amount payable on compliance to Work Permit System

One fifth of the amount specified at G1.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

In case of non-compliance by Contractor, warning letters/Non Compliance Memos shall be issued by Project Manager /Safety Officer of NTPC as per clause 22.3.3 (v) of GCC. In case of issuance of more than two such warning letters/Non Compliance Memos in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

- IV.** In case 'Amount linked to Safety Aspects / compliance to Safety Rules' is less than **1.5 %** of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-4 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis.

H. Payment terms for Price Adjustment Amount

Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses A, B, C, E, F and G above. The price adjustment amount corresponding to advance payment shall be clubbed with the first progressive payment of that equipment. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.

I. Schedule – 7A & 7B: Payment Terms for Taxes & Duties

- i) Indian Custom Duties or levies including Stamp Duty and Import License Fee levied by the Government of India or any State Government in India on the Plant and Equipment including Mandatory Spares supplied from abroad (covered in Schedule-1) and on recommended spares (when ordered) supplied from abroad and covered in Schedule No.6, which are to be imported into India and which will become the property of the Employer, shall be paid directly by the Employer to the Government of India or the concerned authorities. However, if the local laws require such payment of the custom duty to be made by the Contractor, the same shall be reimbursed to the Contractor on production of satisfactory evidence of having paid the custom duty amount to the concerned authorities.

If the liability/ payment on account of Customs Duty/ import duty and GST on CIF price (Schedule-1) exceeds the amount quoted by the bidder in schedule-7A, at any time during the performance of the contract, such excess shall be recovered from the Contractor.

Notwithstanding the foregoing, if, after the date seven (7) days prior to the deadline set for Price Bid submission, the relevant Customs Acts & Notification of Govt. of India is abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently increases the taxes & duties quoted by the bidder in Schedule-7A, any such increase in taxes & duties shall be to the account of Employer

- ii) Notwithstanding the above, if the Contractor chooses to ship the equipment in Shipper's Containers, then the custom duty levied on such empty Containers shall not be borne by the Employer and shall be borne and payable/reimbursable by the Contractor. Further, Anti-dumping duty, Countervailing duty on subsidised articles, Safeguard duty etc. and any other tax including GST, levies, cess etc. applicable on such additional duties, if imposed on Plant and Equipment including Type Test and Mandatory Spares/ Recommended Spares, shall be borne by the Contractor.
- iii) For Equipment/ Spares, 100% of applicable Taxes and Duties (other than the custom duty payable as in para (i) above) which are payable by the Employer

under the Contract shall be paid/reimbursed to the Contractor or Assignee of foreign Contractor (if applicable) upon despatch of equipment/spares and on production of satisfactory documentary evidence by the Contractor/Assignee, as applicable.

For Services, 100% of applicable Taxes and Duties (other than the custom duty payable as in para (i) above) which are payable by the Employer under the Contract shall be paid/reimbursed to the Contractor or Assignee of foreign Contractor (if applicable) upon receipt of services and on production of satisfactory documentary evidence by the Contractor/Assignee, as applicable.

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.

Further, subject to GCC Clause 14.4, payment / reimbursement of GST shall be restricted to the amount quoted in Schedule-7B.

J. **Schedule - 8A / 8B (as applicable):** 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 Annual Maintenance Contract (AMC) if applicable:** The Payment for comprehensive AMC shall be made on monthly prorata basis on certification by Employer's site representative regarding successful maintenance of the system by the Contractor.

L. **Additional Advance Payment**

An Additional Advance upto 5% of the Ex-works / Installation Services (including Civil 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/Insurance Surety Bond 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 Employer. Sample format enclosed at Annexure-3 to Appendix-1.

The advance amounts shall be interest bearing and rate of interest shall be “SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps” **per annum**. 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 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.

M. Schedule- 4 - Payment terms for Training

100% of amount for each training module shall be paid upon completion of the corresponding module on certification by the Employer.

The basis for the pro-rata payments at S. No. M above shall be the Billing Break-up (BBU) to be finalised subsequently after award of Contract.

PAYMENT PROCEDURES

The Procedures to be followed in making application for, certifying and making payments shall be as follows:

1. Payment Schedule/Price Break-up for Payments

1.1 The Contractor shall prepare and submit to the Engineer for approval, a break-up of the Contract Price. It is expected that the Contractor shall indicate the price of a single item in one currency only. However, if the Contractor intends to receive payment for some items in more than one currency, the Contractor would be required to furnish a separate breakup and the payment for such items shall be made based on the agreed rates. The tonnage rate, wherever applicable, shall then be applicable for the balance items. The Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition in Clause 10 of GCC, Section- IV. Any payment under the Contract shall be made only after the Contractor's price break-up is approved by the Engineer. The aggregate sum of the Contractor's price break-up shall be equal to the lump sum 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 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.

1.3 The Contractor shall, by the 15th 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

2.1 The Contract Price shall be paid in the currency or currencies in which the various price Components have been stated and as incorporated in the Contract.

3. Application for Payment

3.1 The Contractor shall submit application for the payment in the proforma enclosed. The Contractor shall submit to the Project Manager separate application for payment in different currencies whenever payment is to be made in more than one currency.

Being EPC package, the Contractor shall necessarily be required to provide the single designated account for billing and payment. The BBU shall also be furnished accordingly

3.2 Each such 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.

3.4 In case the Contractor is a non-resident/foreign company, the release of first progressive payment shall also be subject to submission of Certificate from Indian Tax Authority or Ruling determining the applicable rate of Income Tax in terms of relevant provisions of GCC clause on Taxes & Duties and acceptance of same by the Project Manager/ Engineer-in-Charge.

3.5 The Employer has established a Vendor Payment portal where Vendor/Contractor shall submit their digital bill/invoice and may track its status. The Application for Payment along with all the supporting documents (for direct payment cases as mentioned in Para 5.2 below) shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed with Class-2/3 digital Signature and must be uploaded in the Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.

3.6 FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode is available at https://pradip.ntpc.co.in/VendorFinal/FAQ_VPP.pdf.

4. Due Dates for Payment

4.1 The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within thirty (30) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respects.

4.2 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a

revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).

- 4.3 Vendor/Contractor can track the status of their digitally submitted Bill/Invoice in the NTPC Vendor Payment Portal.
- 4.4 Employer shall put his best efforts to release the payment within 15 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 and the same shall not be considered as contractual due date of payments.

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 including Mandatory Spares i.e. Ex-Works / CIF despatch of equipment including Mandatory 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, price adjustment amounts, all other supply payments, taxes and duties (wherever admissible) inland transportation (including port handling if any) insurance and the Installation Portion of the Facilities including Civil, Structural and Allied Works (if any), 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/ items under Schedule-4 by the Employer due under the contract to the Contractor shall be released into abovementioned 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 : Contract Name :
 Unit Reference : Applicable Serial
 Number :
 To.

.....*
 (Name of Employer)

Dear Sir

APPLICATION FOR PAYMENT #

1. Pursuant to the above referred Contract Agreement dated the undersigned hereby applies for payment of the sum of (Specify amount and currency in which claim is made).
1. The above amount is on account of : (check which ever 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.)

<p>GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2</p>	<p>EPC PACKAGE SECTION - VII (Part 3 of 3)</p>
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Others (specify)

Final payment (Schedule **)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s)..... of the payment schedule annexed to the above mentioned Contract.

4. The application consists of this page, a summary of claim statement(Schedule **), and the following signed schedules

1

2

3

The following documents are also enclosed:

1

2

3

Signature of Contractor/
Authorized 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 finalization of the Contract Agreement.

ANNEXURE-1 TO APPENDIX-1

PROJECT:	G	CLIENT:	.....
PACKAGE:			
TITLE:	BILLING BREAK UP FOR MANDATORY SPARES	CONTRACTOR:	.....
NOA REF :			
BILLING BREAK UP (BBU)	.....	
NO. :			

Sl.No.	Description	Quantity	Unit	Unit Price	Total Price	Equipment Make	Equipment Model	Drawing / Documents/Data Sht no.	Part No.	Remarks

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

(A sample Format of Escrow Agreement to be suitably modified as per package specific requirement)

(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 _____ (hereinafter 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 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.

or

*Additional Advance related to Ex works/Installation Services (including Civil Works) under the Contract will be released by the Employer to the

Employer	Contractor	Escrow Bank

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 setforth 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.

***Strike-off whichever is not applicable. Second para is to be used only in case of Additional Advance related to Ex works/Installation Services.**

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 DEFINTIONS

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

Employer	Contractor	Escrow Bank
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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.

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

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

Employer	Contractor	Escrow Bank
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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;
- (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;

Employer	Contractor	Escrow Bank
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- (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.

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

Employer	Contractor	Escrow Bank
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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

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

Employer	Contractor	Escrow Bank
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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.

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

Employer	Contractor	Escrow Bank
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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 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

Employer	Contractor	Escrow Bank
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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 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

Employer	Contractor	Escrow Bank
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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 executed pursuant hereto

Employer	Contractor	Escrow Bank
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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
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(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
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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)_____

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Employer	Contractor	Escrow Bank
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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.

18. DISPUTE RESOLUTION

Employer	Contractor	Escrow Bank

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 mutual consent from among the List of empanelled Arbitrators maintained by 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, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The Parties to the dispute will share equally the cost of arbitration as

Employer	Contractor	Escrow Bank
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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 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
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SCHEDULE – I

1. First Part Details:

2. Second Part Details;

3. Third Part Details;

Employer	Contractor	Escrow Bank
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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
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SCHEDULE – III

TERMS & CONDITIONS AND OPERATING PROCEDURES

Deposits into Escrow Account

- *All payments due under the Contract related to Erection/Civil/Structural works will be released by the Employer to the Contractor in the 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.

***Strike-off whichever is not applicable. Second para is to be used only in case of Additional Advance related to Ex works/Installation Services.**

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
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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

_____ ,

Employer	Contractor	Escrow Bank

the within named **ESCROW BANK**,
by the hand of

.....

Its Authorised Representative.

Employer	Contractor	Escrow Bank
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PRICE ADJUSTMENT

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment including spare parts, Installation, Civil and Structural Works, as per price break-up furnished by the Contractor in Schedule-1/ Schedule-2/ Schedule-6 and Schedule-4. 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 2) and FOB Price Component for Plant and Equipment including Mandatory Spares supplied from abroad, but excluding Type Tests Charges (covered in Schedule 1).
 - (b) Installation Price Component of Contract Price (covered in Schedule 4) consisting of Erection portion.
 - (c) Civil Works price component of Contract Price (covered in Schedule-4) excluding Demolition of existing structures (if applicable) price.
 - (d) Site Fabricated Structural Works price component of Contract Price (covered in Schedule-4).
 - (e) Ex-Works (India) Price of Recommended Mandatory Spares manufactured within the Employer's Country and FOB Price Component for Recommended Mandatory Spares supplied from abroad (both covered in Schedule 6)."
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.
- (v) The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.
- (vii) Ex-Works/ FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges"**

It is understood that the price component of the equipments 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:

$$EC = EC_1 - EC_0$$

EC₁ will be computed as follows :

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

Where

EC = Adjustment to Ex-Works/FOB Price Component expressed in the currency of the Contract payable to the contractor for each shipment/despatch.

EC₁ = Adjusted Amount of Ex-Works/FOB Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.

EC₀ = Ex-Works/FOB Price for the plant and equipments in the currency of the Contract, shipment/despatch wise.

- The fixed portion of the Ex-Works/FOB Component of the Contract Price (F) shall be 0.15.
- a,b,c etc. shall be co-efficients of major materials/items involved in the Ex-Works/FOB Component of the Contract Price. The sum of these co-efficients shall be between 0.50 to 0.60.
- A,B,C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily be of the country of origin of goods.
- 'Lb' shall be co-efficient for labour component in the Ex-Works/FOB Component of the Contract Price which shall be between 0.25 to 0.35.

'L' shall be labour index.

- Sum of all the material co-efficients and the labour co-efficient shall be 0.85.

f₁, f₂ etc. - f₁, f₂, f₃ etc. are Exchange Rate Correction Factors for the respective materials and f_{Lb} is the Exchange Rate Correction Factor for labour with reference to the currency of the country of origin of index and the respective Contract currency, such that

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

where Z is the no. of units of the currency of the country of the origin of index, which is equivalent to one unit of the respective Contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates

established by the STATE BANK OF INDIA.

For the indices, subscript 'o' refers to indices as on 30 days prior to deadline for submission of bids. For 'Z₀' subscript 'o' refers to value as on the date of submission of Envelope-I (Techno-commercial) 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 for labour and Exchange Rates respectively, 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/dispatches which are delayed beyond the schedule date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/despatch and the actual date of shipment/despatch. For this purpose, the schedule date of shipment/despatch shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

The above formula for price adjustment will be applicable if the currency in which the Contract Price is expressed is different from the currency of the country of origin of labour and material indices. In other cases, formula shall be applied without the Exchange Rate Correction Factor 'f'.

(viii) For Installation Price Component (excluding Civil Works and Site Fabricated Structural Works component) of the Contract:

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

The monthly price adjustment amount for the erection portion of Installation Services component will be computed as per the formula given below :

a) Indian Rupee Portion of the Installation Services

$$ER = ER_1 - ER_o$$

ER1 will be computed as follows :

$$ER1 = ERO (0.15 + 0.5 \times 0.85 \frac{L_1}{L_0} + 0.5 \times 0.85 \frac{W_1}{W_0})$$

Where :

ER = Adjustment to Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection portion of Installation Services component of contract price expressed in Indian Rupees payable to the Contractor.

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

For the purpose of computing ERO, each Erection bill (which is excluding Advance and amount payable on successful completion of **Trial**/Initial Operation and on successful completion of Guarantee test) during the Erection period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below:

Erection portion of Installation - [Advance amount + Erection Services component of the Contract Price	Portion of Installation Services component of the Contract Price payable on successful completion of Trial /Initial Operation + Erection Portion of Installation Services component of the Contract Price payable on successful completion of Guarantee test]
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Erection Portion of Installation Services component of the Contract Price

The payment of price adjustment amount so computed (refer Sr.No. H, Appendix-1) shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation Services payment after retaining the pro-rata amount due on successful completion of **Trial**/Initial Operation and on Completion of the Guarantee Test. The amounts so retained shall be paid on successful completion of **Trial**/Initial Operation and on successful completion of Guarantee Test respectively.

APPENDIX-2

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

F = Fixed Price component =0.15

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

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

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

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

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

In case of installation activities which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual date of completion of the respective installation activity. For this purpose, the schedule date for completion of a particular installation activity shall be as identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

(b) Foreign Currency Portion of the Installation Services

$$EE = EE_1 - EE_0$$

EE₁ will be computed as follows :

$$EE_1 = EE_0 (0.15 + 0.85 \frac{EF_1}{EF_0} \times f)$$

Where

EE = Adjustment to Installation Services Component of Contract Price expressed in foreign currency payable to the contractor for each billing.

EE₁ = Adjusted Amount of Installation Services Component of Contract Price expressed in foreign currency payable to the contractor for each billing.

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

APPENDIX-2

For the purpose of computing EE_0 , each bill (which is excluding Advance and amount payable on successful completion of **Trial/** Initial Operation and on successful Completion of the Guarantee Tests) during the Erection period upto the 'Completion of the Facilities' shall be divided by a factor as indicated below:

Installation Component of the - Price	[Advance Amount + Insta- Contract llation Component of the Contract Price payable on successful completion of Trial/Initial Operation + Installation Component of the Contract Price payable on successful completion of Guarantee Tests]
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Installation Component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. H, Appendix-1) shall be made against a separate invoice, linking the corresponding invoice for Erection Portion of Installation payment after retaining the pro-rata amount due on successful completion of **Trial/Initial** Operation and on Completion of the Guarantee Tests. The amount so retained shall be paid on successful completion of **Trial/Initial** Operation and on successful completion of the Guarantee Tests respectively.

EF = Index for Expatriate Field Labour Component of the Erection Price of Installation Work. Such index shall necessarily be of the country of nationality of the labour.

f = Exchange Rate Correction Factor for Expatriate Labour with reference to currency of country of origin of index for expatriate labour and the respective Contract currency, such that

$$f = Z_0 / Z_1$$

where Z is the no. of units of the currency of the country of origin of index, which is equivalent to one unit of the respective Contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA.

For the indices, Subscript 'o' refers to indices as on 30 days prior to deadline for submission of bids. **For 'Z_o', subscript 'o' refers to value as on the date of submission of Envelope-I (Techno-commercial bids.**

For the indices, subscript '1' refers to the indices as applicable for the month of execution of the erection work. In case there is a revision in the applicable minimum wages during a month, calculation of 'W₁' would take into consideration the weighted average of the applicable wages (wage before revision and wage after revision) and the number of days of applicability of such wages in the month. **For the exchange rates, subscript '1' refers to the exchange rates as applicable on the last day of the month of execution of the erection work.** For the purpose of this clause, month of execution of erection work shall mean the schedule month of execution of the erection work or actual month of execution of the erection work, whichever is earlier. The schedule date for completion of a particular erection activity shall be as identified in line with provisions of Time schedule, Appendix-4 to the Contract

Agreement.

The above formula for foreign exchange portion of Installation Component of Contract Price shall be applicable if the currency in which the contract price has been expressed is different from the currency of country of origin of indices for foreign labour. In other cases, the formula shall be applied without exchange rate correction factor 'f'.

In case of erection activities which are delayed beyond the schedule date for reasons attributable to the contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of completion and actual date of completion of the respective erection activity. For this purpose, the schedule date for completion of a particular erection activity shall be as **identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.**

(ix) Site Fabricated Structural Works Price Component

It is understood that the Structural Works Price Component comprises a fixed portion (designated as 'F' and the value of which is specified hereunder) and variable portion linked with the indices for various materials and labour (description and coefficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable shall be computed as follows :

$$ESW = ESW1 - ESWo$$

ESW1 will be computed as follows :

$$ESW1 = ESWo \left\{ F + a \times \frac{A_1}{A_o} + b \times \frac{B_1}{B_o} + 0.5 \times L_b \times \frac{L_1}{L_o} + 0.5 \times L_b \times \frac{W_1}{W_o} \right\}$$

Where,

ESW = Adjustment to Structural Works Price Component expressed in the currency of the Contract.

ESW1 = Adjusted amount of Structural Works Price Component expressed in the currency of the Contract.

For the purpose of computing ESWo, each structural bill (which is excluding advance and amount payable on successful completion of **Trial/Initial Operation** and on successful Completion of the Guarantee Tests) 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	-	{ Advance amount + structural component of the contract price payable on successful completion of Trial/Initial Operation and on successful Completion of the Guarantee Tests }
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Structural Component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. H, Appendix-1) shall be made against a separate invoice, linking the corresponding invoice for Structural Work Portion of Installation payment after retaining the pro-rata amount due on successful completion of **Trial/Initial Operation** and on Completion of the Guarantee Tests. The amount so retained shall be paid on successful completion of Initial Operation and on Completion of the Guarantee Tests respectively.

F = The fixed portion of the Structural Works Price Component shall be 0.20.

- a, b shall be co-efficient of major materials/items involved in the Structural Works Price Component of the Contract Price.
- A, B shall be published price indices of corresponding major material/items.
- "Lb" shall be co-efficient for labour component for Structural Works Price Component of Contract Price which shall be 0.15.
- **L shall be one of the labour indices, 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 the other labour index, which is 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**
- - Sum of all the material co-efficient and the labour coefficient shall be 0.80.

Subscript '0' refers to indices as on 7 days prior to to deadline for submission of bids.

subscript '1' refers to the indices/ minimum wages as applicable for one month 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 identified in line with provisions of Time Schedule, Appendix-4 to the Contract Agreement.

(x) Price adjustment for civil works component of the Contract Price [including construction materials and excluding Demolition of existing structures (if applicable) 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 :

$$CV = CV1 - CVo$$

CV1 will be computed as follows :

$$CV1 = CVo \left(F + m \times \frac{M_1}{M_o} + d \times \frac{D_1}{D_o} + s \times \frac{S_1}{S_o} + c \times \frac{C_1}{C_o} + 0.5 \times Lb \times \frac{L_1}{L_o} + 0.5 \times Lb \times \frac{W_1}{W_o} \right)$$

Where,

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

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

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

CVo shall be calculated as under:

Each Civil Works bill (which is excluding advance and amount payable on successful completion of **Trial/Initial Operation** and on successful Completion of the Guarantee Tests) during the Civil Works period upto the 'completion of the facilities' shall be divided by a factor as indicated below :

Civil Works Component of the contract price	-	{ Advance amount + Civil Works component of the contract price payable on successful completion of Trial/Initial Operation + Civil Works Component of the Contract Price payable on successful completion of Guarantee Tests }
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Civil Works Component of the Contract Price

The payment of price adjustment amount so computed (refer S.No. H, Appendix-1) shall be made against a separate invoice, linking the corresponding invoice for Civil Works Portion of Installation payment after retaining the pro-rata amount due on successful completion of **Trial/Initial Operation** and on Completion of the Guarantee Tests. The amount so retained shall be paid on successful completion of Initial Operation and on 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 0.20.
m =	Coefficient of material (excluding cement & steel) content in the cost of civil portion of the work which will be 0.15.
d =	Coefficient of High Speed Diesel Oil (P.O.L) content in the cost of civil portion of the work which will be 0.05.
s =	Coefficient of steel content in the cost of civil portion of work which will be 0.25.
c =	Coefficient of cement content in the cost of civil portion of work which will be 0.10.
Lb =	Coefficient of labour (for all categories) content in the cost of civil portion of the work which will be 0.25.
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 "Mild Steel-Long Products"/ "Mild Steel-Flat Products" as published by Ministry of Commerce and Industry, GOI.
C =	Index for "Pozzolana Cement " as published by Ministry of Commerce and Industry, GOI.
L =	Labour Indices, 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 and cement indices, and for diesel price as on 7 days prior to Deadline set

for submission of bids.

- '1' = Refers to values of corresponding minimum wages, labour, material, steel and cement indices, and for diesel price as applicable for one month prior to month in which the Civil 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.

- (xi) The following components of the contract price shall not be subject to price adjustment and shall remain firm during the execution of the contract :

- (1) Ocean Freight and Marine Insurance for Plant and Equipment, mandatory spares and recommended spares.
- (2) Inland Transportation charges (including Inland Transit Insurance, port clearance, port handling & port charges) for plant & equipment and Spare Parts.
- (3) Type Test Charges (if any)
- (4) Training Charges (if any)
- (5) Annual Maintenance Contract (AMC) Charges (if any).
- (6) Demolition of existing structures component of Contract Price (if applicable)

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

A. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Engine and its Auxiliaries excl. Factory Fabricated Structures, Electrical Systems & C&I System as specified in Technical Specification and in coherence to Price Schedule)*

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids.)
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Fixed Portion F=0.15

Material :

1. a =
2. b =
3. c =
.....
.....
4. Labour : Lb =
-

B.

~~Ex Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Engine and its Auxiliaries excl. Factory Fabricated Structures, Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)*~~

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
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~~Fixed Portion F=0.15~~

~~Material :~~

1. a =
2. b =
3. c =
.....
4. Labour : Lb =
-

C. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Balance of Plant Systems excl. Factory Fabricated Structures, Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)*

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
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Fixed Portion F=0.15

Material :

1. a =
2. b =

3. c =
.....

4. Labour : Lb =

D. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Electrical Systems and C&I System as specified in Technical Specification and in coherence to Price Schedule)*

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
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Fixed Portion F=0.15

Material :

1. a =
2. b =
3. c =
.....
.....

4. Labour : Lb =

E. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Factory Fabricated Structures as specified in Technical Specification and in coherence to Price Schedule)*

S.No.	Item	Value of Coefficient	Name of published index and its origin ^{\$}	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
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Fixed Portion F=0.15

Material :

a)	Hot Rolled Coils & Sheets	(a) 0.45	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
b)	Manufacture of	(b) 0.15	Index for "Manufacture of

fabricated Metal
Products-Structural
Metal Product

structural metal products”
under Group of "Manufacture
of Fabricated metal products,
except Machinery and Equipment"
as published by Ministry of
Commerce and Industry, GOI

Labour :

Lb = **0.25**

Consumer price index for
industrial workers (All India
General) as published by Labour
Bureau, Shimla.

\$Specified source of indices is for Ex-Works Price Component only. Bidder to furnish the same for FOB Price Component.

F. Ex-Works/FOB Price Component of Plant and Equipments including spares, but excluding Type Tests Charges (Any other Items not covered in A to E above, in coherence to Price Schedule)*

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to deadline set for submission of Techno-commercial bids)
Fixed Portion		F=0.15		
Material :				
5.		a =		
6.		b =		
7.		c =		
8.	Labour :	Lb =		

G. Installation Price Component*

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices as on 30 days prior to deadline set for submission of Techno-commercial bids
Fixed Portion		F = 0.15		

Indian Field Labour

(i)

0.5 x 0.85

**All India Consumer Price
index for industrial
workers (All Indian**

- (ii) 0.5×0.85 Monthly Average) published by Labour Bureau, Simla, Govt. of India
- 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

Expatriate Labour (EF) 0.85

H. Civil Works Price Component*

Item	Index	Value of Coefficients	Name of published index and its origin	Value of Base date Indices as on 7 days prior to deadline set for submission of Techno-commercial Bids
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Fixed Portion F = 0.20

1. Labour

- (i) $0.5 \times L_b = 0.5 \times 0.25$ Consumer price index for industrial workers (All India General) as published by Labour Bureau, Shimla.

- (ii) $0.5 \times L_b = 0.5 \times 0.25$ 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

2. Material $m = 0.15$ (excluding cement & steel) Index no. of wholesale Price under group "All Commodities" as published by Ministry of Commerce and Industry, GOI

- | | | | |
|----|-------------------|------------|--|
| 3. | High Speed Diesel | $d = 0.05$ | Price of high speed diesel oil per litre at the Indian Oil Corpn. outlet nearest to the project (selling price inclusive of taxes & duties, if any) |
| 4. | Steel | $s = 0.25$ | Index for steel content shall be " Mild Steel -Long Products / "Mild Steel-Flat Products" as published by Ministry of Commerce and Industry, GOI. |
| 5. | Cement | $c = 0.10$ | Index for " Pozzolana Cement " as published by Ministry of Commerce and Industry, GOI. |

I. Site Fabricated Structural Works Price Component*

Item	Coefficient	Value of Coefficients	Name of published index and its origin	Value of Base Indices (as on 7 days prior to deadline set for submission of Techno-commercial Bids)
Material :				
a) Hot Rolled Coils & Sheets	(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	
b) Manufacture of fabricated Metal Products-Structural Metal Product	(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	

c) **Labour :**

- | | | |
|------|--|--|
| (i) | $0.5 \times I = 0.5 \times 0.15$ | Consumer price index for industrial workers (All India General) as published by Labour Bureau, Shimla. |
| (ii) | $0.5 \times I = 0.5 \times 0.15$ | 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 |

d) **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 bidder in Attachment-5(P) to Bid Form of Techno-Commercial Bids and/or as mutually discussed and agreed upon.

Note: Bidder is required to necessarily quote the indices w.r.t. price adjustment for each component of price schedules for which the price break-up has been asked for/furnished such as Generator System, SG System, STG System, BOP Systems, Electrical and C&I System and Factory Fabricated Structures.

INSURANCE REQUIREMENTS

(1) Insurance to be taken by the Contractor:

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the insurances set forth below in sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

Insurance	Amount insured	Deductible	Conditions
A. Marine Cargo	(i) 110% of CIF Value in case of Plant 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 :

- 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.**
- 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.
- 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

APPENDIX -3
PAGE 3 OF 3

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 evidence to project Manager towards extension of insurance policies for the period of 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 and completion of facilities identifying the key phases in various areas of work like design, procurement, manufacture, field activities shall be as per detailed PERT Network enclosed as Annexure-I (the detailed PERT Network submitted by the Bidder as per item no. 10 of Bid Data Sheet and as mutually discussed and agreed before Notification of Award shall be enclosed as Annexure-I to this Appendix-4). As per this detailed PERT Network, the key milestones for completion of facilities are asunder:

Sl. No.	Description of Area/ Major Milestones	Duration in months from NOA		
		Start	Finish	
1.	Basic Engineering	00	03	Phase-I of 28 months
2.	Detailed Engineering	-	09	
3.	Completion of Ordering of BOIs (Bought out Items)	-	06	
4.	Commencement of Manufacturing	04	-	
5.	Mobilisation of Agency, Establishment of Site Office & Storage Facilities	01	04	
6.	Civil and Structural Works (for Phase-I, Phase-II & Phase-III)	03	20	
	Phase-I (84 MW)			
7.	Supply of Materials (Gas Engine, Generator, Power Transformer etc).	06	20	
8.	Equipment Erection Works (Mechanical, Electrical, C&I)	07	24	
9.	Progressive Commissioning of Gas Engine Modules	24	26	
10.	Completion of Facilities for phase-I (84 MW)	-	28	
11.	Supply of Mandatory Spares for phase-I	-	22	
	Phase-II (12 MW)			
12.	Supply of Materials (Gas Engine, Generator, Power Transformer etc)	31	34	Phase-II of 9 months
13.	Equipment Erection Works (Mechanical, Electrical, C&I)	34	36	
14.	Progressive Commissioning of Gas Engine Modules	36	38	
15.	Completion of Facilities for phase-II (12 MW)	-	40	
16.	Supply of Mandatory Spares for phase-II	-	34	
	Phase-III (12 MW)			
17.	Supply of Materials (Gas Engine, Generator, Power Transformer etc).	55	58	Phase-III of 9 months
18.	Equipment Erection Works	58	60	

	(Mechanical, Electrical, C&I)			
19.	Progressive Commissioning of Gas Engine Modules	60	62	
20.	Completion of Facilities for phase-III (12 MW)		64	
21.	Supply of Mandatory Spares for phase-III	-	58	

Note:

- The term "Supply" denotes receipt of material at site. For scheduling purpose, receipt at site shall be taken as up to 2 weeks for inland supply and up to 4 weeks for Offshore supplies from dispatch.
- The EPC contractor shall ensure the completion of various equipment foundations, structures, buildings, and facilities etc. to achieve the milestones as per the schedules specified in the Milestone schedules.
- The prospective bidder has to ensure timely award of the Civil works packages, suitable mobilization at site and work progress in such a manner that civil inputs are ready for commencement of works as specified in the work schedule. The bidders must submit a detailed work schedule in their bids capturing the readiness of civil inputs/foundation for all majors works.

Work Schedule for EPC Package**GNI Gas Power Project (108 MW)**

This work schedule is made for EPC Package for GNI Gas Power Project (108 MW) with LNG based Engines, Generator with excitation system, Engine exhaust system including chimney & continuous emission monitoring system. NOx Control system (if required), Engine Lube oil system, Supporting steel works, All galleries, walkways and platforms, Thermal Insulation, Intake gas system, Intake air system/ Starting air system, Engine cooling water system including radiator, Control System, Civil construction, Erection and Commissioning of complete plant, Engine Foundation design, construction and supervision during foundation construction, Supply of all inserts including foundation bolts, templates required for fixing of foundation bolt, Grout & grouting of all equipment foundation, Supply & erection of supporting structures for ducts including foundation bolt & grouting below the base plate, Raw Water Pumps with drive near Reservoir, Compressed Air System for Instrument air & Service air, Fire detection & protection system, Fire extinguisher & Fire Tenders, Air conditioning & Ventilation system, Elevator, crane, hoists & Forklift, complete Control & Instrumentation system with all required measuring, controlling, & monitoring instruments, Generator and Auxiliary system, Power Transformers, Auxiliary Transformer, 132/33 kV Indoor GIS (complete system including structural design, supply and civil construction), MV Switchgear, LV Switchgear & LV Busduct, DC System – Battery & battery Charger, HT power cable/ LT Power & Control cables, Station Lighting & DG Sets, Cabling, Earthing, lighting protection, Roof Top Solar etc. for the project as per scope of work.

Suggestive Milestones Schedule

Sl. No.	Description of Area/ Major Milestones	Duration in months from NOA		
		Start	Finish	
1.	Basic Engineering	00	03	Phase-I of 28 months
2.	Detailed Engineering	-	09	
3.	Completion of Ordering of BOIs (Bought out Items)	-	06	
4.	Commencement of Manufacturing	04	-	
5.	Mobilisation of Agency, Establishment of Site Office & Storage Facilities	01	04	
6.	Civil and Structural Works (for Phase-I, Phase-II & Phase-III)	03	20	
	Phase-I (84 MW)			
7.	Supply of Materials (Gas Engine, Generator, Power Transformer etc).	06	20	
8.	Equipment Erection Works (Mechanical, Electrical, C&I)	07	24	
9.	Progressive Commissioning of Gas Engine Modules	24	26	
10.	Completion of Facilities for phase-I (84 MW)	-	28	
11.	Supply of Mandatory Spares for phase-I	-	22	Phase-II of 9 months
	Phase-II (12 MW)			
12.	Supply of Materials (Gas Engine, Generator, Power Transformer etc)	31	34	
13.	Equipment Erection Works (Mechanical, Electrical, C&I)	34	36	
14.	Progressive Commissioning of Gas Engine Modules	36	38	

15.	Completion of Facilities for phase-II (12 MW)	-	40	
16.	Supply of Mandatory Spares for phase-II	-	34	
	Phase-III (12 MW)			
17.	Supply of Materials (Gas Engine, Generator, Power Transformer etc).	55	58	Phase-III of 9 months
18.	Equipment Erection Works (Mechanical, Electrical, C&I)	58	60	
19.	Progressive Commissioning of Gas Engine Modules	60	62	
20.	Completion of Facilities for phase-III (12 MW)		64	
21.	Supply of Mandatory Spares for phase-III	-	58	

Note:

- The term “Supply” denotes receipt of material at site. For scheduling purpose, receipt at site shall be taken as up to 2 weeks for inland supply and up to 4 weeks for Offshore supplies from dispatch.
- The EPC contractor shall ensure the completion of various equipment foundations, structures, buildings, and facilities etc. to achieve the milestones as per the schedules specified in the Milestone schedules.
- The prospective bidder has to ensure timely award of the Civil works packages, suitable mobilization at site and work progress in such a manner that civil inputs are ready for commencement of works as specified in the work schedule. The bidders must submit a detailed work schedule in their bids capturing the readiness of civil inputs/foundation for all majors works.

APPENDIX - 4A TO APPENDIX - 4

MASTER NETWORK

*[The Master Network as per para 1.0 of Appendix-4 shall
be enclosed here as Appendix-4A to appendix-4]*

**LIST OF MINIMUM T&P AND SAFETY EQUIPMENTS & SAFETY PERSONAL PROTECTIVE
EQUIPMENTS TO BE DEPLOYED BY THE CONTRACTOR**

(i) Major T&Ps

A list of minimum No. of Major T&P required to be deployed necessarily by the bidder is furnished below. However, the actual deployment at site shall not be limited to these and additional T&P required to meet the work schedule shall be mobilized by the Contractor.

Sl. No.	Name &Type of Major T&P	Min. No. to be deployed	Period of Retention	
			from (months from NOA)	to (months from NOA)

The list of T&P along with the Schedule is to be duly filled up by the Bidder to ensure smooth execution of the works at site as per scope of the Contract.

(The list of T&P along with the schedule of their deployment, as finalized before Notification of Award shall be enclosed here as Appendix-4B to Appendix-4).

(ii) Safety Equipment's & Safety Personal Protective Equipment's

A list of minimum suggestive Safety Equipment's & Safety Personal Protective Equipment's to be deployed necessarily by the bidder is furnished below. However, the actual deployment at site shall not be limited to these and additional equipment if required shall be mobilized by the Contractor.

Sl. No.	Minimum Suggested List of Safety Equipment's and Safety Personal Protective Equipment's	Minimum Quantity
1.	<p>Safety Net (Conforming IS 11057:1984)</p> <p>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 meters length shall be provided at all four corners.</p>	25 Nos.
2.	<p>Fall Arrestor 'Rope grab fall arrestor' & anchorage line.</p> <p>Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope.</p> <p>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</p>	<p>30 Nos. of „Rope Grab Fall arrestor“ and Karbiner each.</p> <p>10 Nos. of anchorage line, each 30 meter long.</p>
3.	<p>Horizontal life line</p> <p>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).</p>	20 Nos. of wire rope, each 40 meter long.
4.	<p>Ladders on column</p> <p>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 meter.</p> <p>The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.</p>	cumulative length of ladders is 100 meters

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)	100nos. 100nos. 30 nos.
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LIST OF SUB-CONTRACTORS

PART 1. Nominated Sub-Contractors

In the event that the employer wishes to nominate any particular Sub-Contractors for the undertaking of any part or parts of the Works, these shall be identified and named by the Employer in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Sub-Contractors to whom the part of the Works is to be sub- contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Sub-Contractors for that part.

Item of Work	Nominated Sub-Contractor
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NIL

PART2 Approved Sub-Contractors

(Prior to award of Contract the following details shall be completed indicating those Sub-contractors proposed by the Bidder by Attachment to his Bid which are approved by the Employer for engagement by the Contractor during the performance of the Works).

The following Sub-Contractors are approved for carrying out the item of work indicated. Where more than one Sub-contractor is listed, the Contractor is free to choose between them but he must notify the Employer of his choice in good time prior to appointing any selected Sub-Contractor. In accordance with Clause GCC 19.1, the Contractor is free to submit proposals for additional Sub-Contractors from time to time. No Sub-Contracts shall be placed with any such additional Sub- Contractors until they have been approved in writing by the Employer and their names added to this list of Approved Sub-Contractors.

Sl. No.	Item of Work	Approved Sub-Contractors	Nationality
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SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

All facilities, works, supplies and personnel as described herein will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC Sub-Clause 18.2.

LIST OF DOCUMENTS FOR REVIEW AND APPROVAL

(To be finalized during post bid discussion stage)

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Note : This list of documents required for approval/review by the Employer shall be as per Attachment 12 to Bid Form, Section VII of bidding document and as finalized during the Post Bid Discussion stage.

FUNCTIONAL GUARANTEES

The Functional Guarantees shall be as per Part-A of Section-VI (Technical Specifications). The contents of this Appendix shall, however, be finalised at the time of award of Contract.

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)

To,
[Employer's Name & Address]

Bank Guarantee No.....
Date.....

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.

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 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 20..... at.....

WITNESS :

1.
(Signature) (Signature)
.....
(Name) (Name)
.....
(Official Address) (Designation with
Bank Stamp)

Authorized Vide Power of
Attorney No.....

Date.....

2.
(Signature)
.....
(Name)
.....
(Official Address)

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 Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form 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/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

**6b. Form of Insurance Surety Bond towards Performance Security
(To be stamped in accordance with Stamp Act of India)**

Insurance Surety Bond 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 Insurer].....having its Head Office at(hereinafter referred to as the 'Insurer', 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 amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer 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 Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior 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 Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, 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 Insurer shall not be released of its obligations under these presents

by any exercise by the Employer of its liberty with reference to the 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 Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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 Insurance Surety Bond is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this.....day of 20..... at.....

(Signature).....

(Name).....

.....

(Designation with Insurer Stamp)

Authorised Vide 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 Defect liability period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT (SUPPLY -FOB/EX-WORKS)

7(i). Bank Guarantee Form for Advance Payment (Supply-FOB/Ex-Works)

(To be stamped in accordance with Stamp Act if
any, of the Country of the Issuing Bank)

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi – 110003

Dear Sir,

In consideration of[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No.dated..... valued at for[Name of Contract](hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....[Name and address of the Bank]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of[advance amount]..... as aforesaid at any time upto(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[advance amount]..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not

exceeding one year), as may be desired by M/s.....[Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).....

(Name).....

(Designation with Bank Stamp)

.....
(Official e-mail ID)

Authorized Vide Power of Attorney

No.....

Dated.....

Notes:

1. (@) This date shall be ninety (90) days beyond the date of Completion of the last Facilities covered under the package.

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 per applicable Stamp Act(s).

3. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.

5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

6. BG against advance payment will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

Form of Insurance Surety Bond for Advance Payment (Supply-FOB/Ex-Works)
(To be suitably incorporated by concerned package coordinator)
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.
Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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 Guarantee to be furnished by the Contractor.

We.....[*Name and address of the Insurer*]..... having its Head Office at (hereinafter referred to as the 'Insurer', 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 Insurer 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 Insurer 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 Insurer 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 Insurer 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 Insurer.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurer as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[advance amount]..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).....

(Name).....

(Designation with Insurer Stamp)

.....

(Official e-mail ID)

Authorized Vide Power of Attorney No.....

Dated.....

Notes: 1. (@) This date shall be ninety (90) days beyond the date of Completion of the last Facilities covered under the package.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp

Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.

5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

***7(ii). Bank Guarantee Form for Advance Payment
(Interest bearing)
(For Installation Services/Civil Works/Structural
Works)***

(To be stamped in accordance with Stamp Act if
any, of the Country of the Issuing Bank)

year.

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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 @% per annum on the Advance amount released by the 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% advance amount]..... along with interest thereon as aforesaid and it shall remain in force up to and including(#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).....

(Name).....

.....

(Designation with Bank Stamp)

.....

(Official e-mail ID)

Authorized Vide Power of Attorney No.....

Dated.....

Notes: 1. (#) This date shall be ninety (90) days beyond the date of Completion of the last Facility covered under the package.

(@) The rate of interest shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps" per annum. The applicable rate (SBI year MCLR + 100 bps per annum) would be notified by Employer annually for each year.

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 per applicable Stamp Act(s).

3. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in the Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.

5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

6. BG against advance payment will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

7.(ii) Form of Insurance Suety Bond for Interest bearing Advance Payment

(For Installation Services/Civil Works/Structural Works)

(To be stamped in accordance with Stamp Act if
any, of the Country of the issuing Bank)

Insurance Surety Bond No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

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 Guarantee to be furnished by the Contractor.

We.....[Name and address of the Insurer]..... having its Head Office at

..... (hereinafter referred to as the 'Insurer', 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 @% **per annum** on the Advance amount released by the 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 Insurer 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 Insurer 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 Insurer 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 Insurer 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 Insurer.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurer 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% advance amount]..... along with interest thereon as aforesaid and it shall remain in force up to and including(#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).....

(Name).....

.....
(Designation with Insurer Stamp)

.....
(Official e-mail ID)

Authorized Vide Power of Attorney No.....

Dated.....

Notes: 1. (#) This date shall be ninety (90) days beyond the date of Completion of the last Facility covered under the package.

(@) The rate of interest shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps" per annum. The applicable rate (SBI year MCLR + 100 bps per annum) would be notified by Employer annually for each year.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by

Insurance Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

7.(iii) Bank Guarantee Form for Interest free Advance Payment

(For Installation Services/Civil Works/Structural Works)

(To be stamped in accordance with Stamp Act if
any, of the Country of the issuing Bank)

To,
[Employer's Name & Address]

Dear Sir,

Bank Guarantee No..... Date.....

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 ('said Advance') to the Contractor for performance of the above Contract amounting to (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[110% 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 as to the amount 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% advance amount]..... 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 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 last Facility covered under the package.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the Bidding Documents.
3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, the contractor is required to ensure compliance to the points mentioned in Form 15 - Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form 15 and
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

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: _____
IFBNo: _____

[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 favor 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 for vide its Notification of Award/Contract No. dated and its Amendment No. and Amendment No., (*applicable when Amendments have been issued*)(hereinafter called the "Contract") in terms of which @ is required to hand over various Equipment's 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 Equipment's handed over to the „Contractor“ by @ for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipment's")

AND THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipment's 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 Equipment's. The Contractor hereby acknowledges actual receipt of the Equipment's, etc. as per dispatch title documents handed over to the „Contractor“ as detailed in the Schedule appended hereto. The „Contractor“ shall hold such Equipment's, 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 Equipment's at @ project site against all risks whatsoever till the Equipment's 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 taken over by the „Employer“ The „Contractor“ undertakes to keep the „Employer“ harmless against any loss or damage that may be caused to the Equipment's.

3. The „Contractor“ undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment's 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 Equipment's free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment's shall at all times be open to inspection and checking by the Project Manager or other employees / agents authorized by the „Employer“ in this regard. Further the „Employer“ shall always be free at all times to take possession of the Equipment's in whatever form the Equipment's may be, if in its opinion, the Equipment's 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 Equipment's 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 Equipment's or the same or any part thereof is misutilized 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 Equipment's shall be final and binding on the „Contractor“. The „Contractor“ binds itself and undertakes to replace the lost and/or damaged Equipment's 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 authorized representative, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents	Value of the Equipments	Signature of Attorney in token of receipt
		RR/GR/Bill of Lading No & Date	Carrier	

For and on behalf of

.....
(Contractor's Name)

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 authorized 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.

**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 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 for vide its Notification of Award/Contract No. dated and its Amendment No. and Amendment No., (*applicable when amendments have been issued*) (hereinafter called the "Contract") in terms of which @ is required to hand over various Equipments to the „Contractor" for execution of the Contract.

And WHEREAS by virtue of Clause No of the said Contract, the „Contractor" 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 Equipment's shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment's 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 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 Equipment's free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment's shall at all times be open to inspection and checking by the Project Manager or other employees / agents authorized by the „Employer“ in this regard. Further, the „Employer“ shall always be free at all times to take possession of the Equipment's in whatever form the Equipment's may be, if in its opinion, the Equipment's 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 Equipment's 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 Equipment's 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 Equipment's shall be final and binding on the „Contractor“. The „Contractor“ binds itself and undertakes to replace the lost and/or damaged Equipment's 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 authorized representative, the day, month and year first above mentioned.

SCHEDULE No.1

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents	Value of the Equipments	Signature of Attorney in token of receipt
		RR/GR/Bill of Lading No & Date	Carrier	

(Please number subsequent schedules)

For and on behalf of

.....
(Contractor's Name)

WITNESS

1. 1. Signature

Signature

2. Name

Name

3. Address
.....

Designation of

Authorised representative *

2. 1. Signature

(Common Seal)
(In case of Company)

2. Name

3. Address
.....

* INDEMNITY-CUM-UNDERTAKING AGREEMENT are to be executed by the authorized 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.

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 authorized on behalf of (*Name of Employer*) having its registered office at and its Project at to take physical delivery of materials/equipment covered under dispatch 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/RRNo.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER
DESPATCH TITLE DOCUMENT (RR NO./LRNO.....)**

Sl. No.	Contract Name	NOA No./ Contract Agreement No.	Description of Materials/No. Equipments	Spec.	Qty.	Value	Remarks
------------	------------------	--	---	-------	------	-------	---------

(SIGNATURE OF THE PROJECT AUTHORITY)

(Designation).....

Date).....

13. DEED OF JOINT UNDERTAKING
(NOT APPLICABLE)

14. FORM OF BANK GUARANTEE
**BY ALL EXECUTANTS OF DEED OF JOINT
UNDERTAKING OTHER THAN CONTRACTOR**
(NOT APPLICABLE)

**14.a PROFORMA FOR BANK GUARANTEE TO BE
FURNISHED BY THE ASSOCIATE
(NOT APPLICABLE)**

**(To be stamped in accordance with the Stamp
Act, if any, of the Country of the
issuing Bank)**

:

Bank Guarantee No.....

Date

.....

In consideration of[EMPLOYER'S NAME].., (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Registered Head Office at..... (herein-after referred to as.....or "Contractor") a

Contract for Package for its (Name of Project) vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s.....*(Contractor)

and by (Associate/Collaborator) having its registered office at

..... (hereinafter called..... or Associate/

Collaborator), and the Contractor having further executed with (Associate/Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate/Collaborator resulting in a Sub-Contract Agreement valued at for (hereinafter called "Sub-

Contract Agreement") and (Associate/Collaborator) having agreed to provide a Performance Guarantee amounting to.....to the Employer on the terms and conditions specified in the "Undertaking".

We..... Bank, having its Head Office at. (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 “Associate/Collaborator” or “Contractor”. Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate/Collaborator or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

* Brief name of the Contractor

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate/Collaborator. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate/Collaborator and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Associate/Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate's/ Collaborator's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and, it shall remain in force upto and including@ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Associate/Collaborator) on whose behalf this guarantee has been given.

Date this.....day of.....20.....at.....

WITNESS

1. (Signature)..... (Signature).....

(Name)..... (Name & Designation).....

(Official Address)..... (Bank's Seal).....

2. (Signature)..... Authorised vide Power of
Attorney No.....

(Name).....

(Official Address).....

Date.....

Notes :

1. @ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where the BG shall be operated, whichever is higher.
4. While getting the Bank Guarantee issued, the Associate/contractor is required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification

Check List enclosed with the bidding documents. Further, the contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.

**14b. PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY EXECUTANTS OF DEED OF
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(NOT APPLICABLE)

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank) :

Bank Guarantee No.....

Date.....

In consideration of[*Employer's Name*] (hereinafter referred to as “Employer” which **expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns**) having awarded to . with its **Registered Head**

Office at..... (herein-after referred to as or “Contractor”) a Contract for Package for its (Name of Project) vide Contract No.dated..... and the same having been unequivocally accepted by the Contractor resulting in a “Contract”, which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as “Undertaking”) given by M/s..... * (Contractor) and by (Dual Fuel Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) having its registered office at (hereinafter called. or (Dual Fuel Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company **) having agreed to provide a Performance Guarantee amounting to.to the Employer on the terms and conditions specified in the “Undertaking”.

We..... Bank, having its Head Office at (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 (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) or “Contractor”. Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees

that the Guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

* Brief name of the Contractor

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company). 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 (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) 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 (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to and, it shall remain in force upto and including.....@and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Gas Engine Manufacturer**/Holding Company**/Subsidiary of Holding Company) on whose behalf this guarantee has been given.

Date this..... day of 20 at

WITNESS

(Signature).....

(Signature).....

(Name).....

(Name & Designation).....

(Official Address).....

(Bank's Seal).....

Authorized vide Power of
Attorney No.....

Notes:

Date.....

- 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.

15. FORM OF JOINT VENTURE AGREEMENT

--NOT APPLICABLE--

16. FORM OF BANK GUARANTEE VERIFICATION CHECKLIST

BANK GUARANTEE VERFICATION 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 .....[EMPLOYER'S NAME in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of .....[EMPLOYER'S NAME, 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 Departmental ready available on the similar issue.	
i)	Are the factual details such as Bid Document No., NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of BG / Contract Documents?	
l)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?	

----- Date :

Signature.....

Place :

Printed Name.....

(Designation).....

(Common Seal).....

GREAT NICOBAR ISLAND GAS ENGINE POWER PROJECT (108 MW ±5 MW) BIDDING DOCUMENT NO. CS-6401-001-2	EPC PACKAGE SECTION - VII (Part 3 of 3)
--	--

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee.

**16. FORM OF VALIDITY EXTENSION OF BANK
GUARANTEE**

FORM OF VALIDITY EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with the Stamp Act, if any, of the Country of the issuing Bank):

Ref.No.....

Dated :.....

To :

[Employer's Name and Address]

Dear Sirs,

Sub : ValidityExtensionofBankGuaranteeNo.....dtd.....
 for favouring yourselves, expiringon.....
 on account of M/s*.....in
 respect of Contract/Bid document for (Insert package name).....
 for (Insert Project name) project, Contract No./Bid
 Document No.....dated..... (Hereinafter called original
 Bank Guarantee).

At the request of M/s*.....we.....Bank
 having branch office at and having Head Office at
 do hereby extend our liability under the above mentioned Bank
 Guarantee No..... dt for a further period of.....Years/Months from to
 expire on.....

Except as provided above, all other terms and conditions of the original Bank Guarantee
 No.....dt..... shall remain unaltered and binding onus.

Please treat this as an integral part of the original guarantee to which it would be attached.

.....
(Signature).....
(Name).....
(Designation with Bank Stamp)

Authorized vide Power of Attorney No.....

Dated.....

Note:1.*In case of Joint Ventures, name of all partners of the Joint Venture shall be mentioned. **NOT**

APPLICABLE

2. The extension of 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.
3. 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 CONTRACT CLOSING CERTIFICATES

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY CORPORATE CONTRACT SERVICES)

CERTIFICATE NO. CCP – 01R

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO. :**

NAME OF CONTRACTOR

DATED:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No.----- dated is the last amendment issued.

Signature

Date
Place.....

Name.....
Designation

**PROFORMA FOR DRAWING, QA DOCUMENTS AND O&M MANUALS RECEIPT
CERTIFICATE**

(TO BE ISSUED BY SITE ERECTION)

CERTIFICATE NO.CCP- 02R

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR

DATED:

Project:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the reproducible as detailed in Annexure enclosed herewith, as per provisions stipulated in the above mentioned LOA/Contract.

Further, this is to certify that the QA documents as per the list enclosed, in respect of the above-mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Furthermore, this is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Date

Place.....

Name.....

Designation

**PROFORM FOR SCOPE COMPLETION, MATERIAL RECONCILIATION, AND
COMPLETION OF WARRANTY PERIOD CERTIFICATE**

(TO BE ISSUED BY SITE ERECTION)

CERTIFICATE NO. CCP-03R

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project:

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:
 1. Final Amendment No. (As per CCP -01)
 2. Approved drawings including site run piping schemes, if any.
 3. Approved Bill of Materials
 4. Material Dispatch Clearance Certificate (s)
 5. Measurement Book
 6. As Built Drawings
 7. Any other documents (specify)
2. It is further certified that the following have been supplied, as per the details given in the Contract Documents and the same have been taken over by NTPC.
 1. Mandatory Spares
 2. Recommended Spares
 3. Special Tools & Tackles
3. Further, this is to certify that the materials issued to the contractor in respect of the abovementioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.
4. Furthermore, this is to certify that the warranty period for the above-mentioned LOA/Contract has been completed in line with the provisions of the contract.

Signature

Date

Name.....

Place.....

Designation

**To be countersigned by Materials
Management.**

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

(TO BE ISSUED BY SITE ERECTION/ REGIONAL
OFFICE/ CORPORATE CONTRACT SERVICES)

CERTIFICATE NO. CCP – 04R

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project :

This is to certify that the issue regarding liquidated damages for delay as per the provisions of clause----- of the above contract/ LOA has been resolved with the approval of the Competent authority vide reference (Copy enclosed).

Signature

Date.....
Place.....

Name... ..
Designation.....

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE(TO BE ISSUED BY OS/SITE, AS APPLICABLE, FOR SITE
PERFORMANCE TEST AND BY CQA & IFOR SHOP TEST)**CERTIFICATE NO. CCP- 05R****NAME OF PACKAGE:****LETTER OF AWARD/
NOA/CONTRACT NO.:****NAME OF CONTRACTOR:****DATED:****Project :**

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.No	Guaranteed Parameter	Guaranteed value	Assessed Value	Shortfall, if any.	Liquidated damages Annual
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Signature

Date

Place.....

Name.....

Designation

To be counter signed by Site Accounts.

Signature

Date

Place.....

Name.....

Designation.....

PBPPORMA PE "PAYMENT RECONGIUAJIPN" CERJIFICAJE

**(TO BE ISSUED BY FINANCE-VPG INCONSULTATION WITH IF WHEREVER
REQUIRED)**

CERTIFICATE NO. CCP- 06R

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that all the payments released to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the provisions of the contract documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf

Signature

Date

Name.....

Place.....

Designation

To be countersigned by IF
wherever required.

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No. CCP.03 for contract closing (Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.
8. Recoveries on account of settlement of insurance claims
9. Recoveries on account of reconciliation of materials issued to the Contractor.
10. All recoveries on account of demurrage, transportation, insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipments.
13. All recoveries/claims (if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claims against specific instructions.

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE
**(TO BE ISSUED BY ACCOUNTS DEPTT. OF T&CC OFFICE FOR LOA/CONTRACT
 FOR CIF SUPPLIES)**

CERTIFICATE NO. CCP – 06AR

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT: / REGION:

This is to certify that:

- 1) All the payments released by this**..... T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details(***) enclosed for reconciliation/ settlement/ recovery by them.
- 2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

- 3) All documents required from the Contractor for reconciliation of the Customs Duty Payment with the Customs Authorities have since been received and those are in order. No recoveries are pending from the Contractor under any of the items noticed.

(This is applicable where the clearance is done by NTPC)

Signature

Date

Place.....

Name.....

Designation

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR..**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP – 07R

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard ispending from us.

Further we confirm that all Statutory requirements have been complied with by us and incase any default is reported against us, we shall be solely responsible forthe same.

Signature

Date

Name.....

Place.....

Designation

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR**(TO BE ISSUED BY THE CONTRACTOR)****CERTIFICATE NO. CCP- 08R****NAME OF PACKAGE:****LETTER OF AWARD/
NOA/ CONTRACT NO.:****NAME OF CONTRACTOR:****DATED:****PROJECT:**

We, M/s (Contractor) do
 Hereby acknowledge and confirm that we have received the full and final payment due
 and payable to us from NTPC Ltd. in respect of our aforesaid
 LOA/ Contract No..... dated.....including
 amendments, if any, issued by NTPC Ltd., to our entire satisfaction and we further
 confirm that we have no claim whatsoever pending with NTPC Ltd. under the said
 Contract.

Notwithstanding any protest recorded by us in any correspondence, document,
 measurement books, and/or final bills etc., we waive all our rights to lodge any claim or
 protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NTPC Ltd. with full
 knowledge and with our free consent without any undue influence, misrepresentation,
 coercion etc.

Signature

Date

Name.....

Place.....

Designation

(This certificate shall be accompanied by the Power of attorney of the signatory)

FORM NO. 19

Form of certificate regarding Bank Guarantee charges

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have issued/ extended/ amended Bank Guarantee (BG) Number..... amounting to (in number and words in Contract Currency) in favour of NTPC Limited on behalf of M/S (Contractor name) vide their request reference..... dated..... (DD/MM/YYYY) for the period (from)..... (to).....

We confirm that the bank commission (excluding Stamp paper, Out of Pocket Expenses (OPE) and GST on OPE) amounting to (amount and currency) for issuance/ extension/ amendment of the aforesaid BG have been recovered from M/s (Contractor name).

We further confirm that the commission charged on issuance/ extension/ amendment of the aforesaid BG is as per the prescribed rates of the Bank. Further the commission charged by the Bank as per card rates / sanctioned rates is customer/ borrower specific and is uniform for all BGs issued at the request of said customer/ borrower irrespective of beneficiary.

Chief Manager/Branch Manager SS No: -

ABC Bank Ltd New

Delhi.

(With Seal of Bank Official)

20. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT [FOR 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 this..... day 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 nodated, 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 ProjectSite.
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 favor 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 scrap (Detail 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 (Detail 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.....
Authorized representative *

For and on behalf of

.....
(Employer's name)

Signature.....
Name.....
Designation of.....
Authorized representative*

WITNESS:

1. Signature.....
2. Name.....
3. Address.....

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.