

Amendment to Commercial Conditions of Contract – Com-I SG

ALFA INFRAPROP PVT LIMITED

**2 x 660 MW Supercritical Thermal Power Plant at Komarada Village,
Vizianagaram District A.P. India**

Commercial Conditions of Contract Volume – I Steam Generator & their Auxiliaries

Sl. No	CL. No/ Section No.	Existing Clause	Clause as Amended
1	Cl.no 3.4 Section A2 & Cl.no 11.1 Section A4-2	Bidders should quote in US Dollars and / or Indian Rupees only.	Bidder can quote in USD and/or EURO and/or JPY and/or INR Payment shall be made in the respective currencies quoted.
2	Cl.no 3.7 Section A2	This project is likely to be eligible for the Mega Power Project status benefits declared by GOI and accordingly tax and duty exemptions as applicable to be considered. As International Competitive Bidding (ICB) route is being adopted, Deemed Export benefits may be applicable. Bidder to take note and submit the bid accordingly. However, it is the responsibility of the Bidder to independently verify the Government of India Policies in this regard to ascertain the possibility of availing such tax rebates/incentives in terms of the respective policies	This project is eligible for the Mega Power Project status benefits declared by GOI and accordingly tax and duty exemptions as applicable to be considered while submitting the offer. Bidder to indicate all the taxes and duties as applicable for this Project separately. However, it is the responsibility of the Bidder to independently verify the Government of India Policies in this regard to ascertain the possibility of availing such tax rebates/incentives in terms of the respective policies In the event Mega power status is not received, the project is entitled for benefits under Deemed Exports benefits para no. 8.2g of Foreign Trade Policy 2009-2014. In the event Mega power status is not obtained then the taxes and duties as indicated in the offer shall be reimbursed during the Contract Period after adjustment of the value of the benefits accrued under Deemed Exports as per para 8.2g of Foreign Trade policy 2009-2014.
3	Cl.no 7.2 Section A2	Bids must be accompanied by a Bid security for an amount..... .The validity of Bid Security shall be for a period of 270 days from the last date of submission of the Bids.	Bids must be accompanied by a Bid security for an amount.....The validity of Bid Security shall be for a period of 180 days from the last date of submission of the Bids.

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4	Cl.no 14.6 Section A2	The successful Bidder shall keep the contracted price valid for a period of 12 months from the date of issue of letter of intent for placement of order for additional Units by the Owner at his discretion during this period.	The successful Bidder shall keep the contracted price valid for a period of 9 months from the date of issue of letter of intent for placement of order for additional Units by the Owner at his discretion during this period.
5	Cl.no 18.2 Section A2	The Bid should be kept valid for acceptance for a period of two hundred and seventy (270) calendar days from the last date of submission of the Bids. Bids valid for a shorter period run the risk of rejection.	The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of the Bids. Bids valid for a shorter period run the risk of rejection.
6	Cl.no 11.2 Section A4-2	The Contract price for Indigenous supplies shall be in INR on the basis of FOR Owner's site. The Contract price for Import shall be in respective foreign currencies on the basis of CIF nearest sea port or CIP nearest air port in accordance with INCOTERMS 2000. The CIF term shall include cost until delivery of the Equipment under the hook and/or on the wharf at destination port.	The Contract Price for Indigenous supplies shall be in INR on 'delivered at Owner's site' basis. The Contract price for Imported supplies shall be in respective foreign currencies on 'delivered at Owner's site' basis. In this case the Contractor should bring the cargo through Visakhapatnam Sea Port/ Hyderabad Air Port basis (as the case may be) in accordance with the INCOTERMS 2000. It shall be the responsibility of the Contractor to arrange for the handling at port of discharge, payment of customs duty (if any), customs clearance, filing and prosecuting of insurance claims in respect of the Equipment (if required) and transportation from port to Owner's site.
7	Cl.no 13.2 Section A4-2	All taxes, levies, dues, duties, fees, licenses and other charges of whatever nature levied in India on goods imported (in the Country of Import), in connection with the execution of this Contract shall be wholly borne and paid by the Owner directly to the relevant statutory authorities.	Taxes & duties if any levied in India on imported equipments in connection with the execution of this Contract shall paid by the Contractor to the statutory authorities during clearance of the equipments. The amount so incurred shall be reimbursed at actual by Owner against submission of the documents in original. Bidder to refer to amendment at sl.no 2 above.
8	Cl.no 16.1.1 Section A4-2	The Equipment under this Contract shall be delivered on CIF Seaport (Visakhapatnam Port)/CIP airport (Hyderabad Airport) basis (in case of Import contract) or FOR Owner's Site (in case of Indigenous Contract) basis as per	The Equipment under this Contract shall be delivered on the following basis:- a) Indigenous supplies shall be on 'delivered at Owner's site' basis.

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		the Milestone specified in Annexure-VI of ITB Section A2, from the date of effectiveness of Contract.	<p>b) Imported supplies shall be on 'delivered at Owner's Site' basis. The consignment shall be booked on CIF Visakhapatnam Sea Port/Hyderabad Air Port basis (as the case may be) including payment of customs duty(if any), customs clearance from Indian port to Project Site & verifying the Equipment or any portion thereof, filing and prosecuting of insurance claims in respect of the Equipment (if required).</p> <p>As per the Milestone specified in Annexure-VI of ITB Section A2, from the date of effectiveness of Contract</p>
9	Cl.no 16.2.1 Section A4-2	“Transfer of Title” in respect of Equipment supplied by the Contractor pursuant to the terms of the Contract shall, without prejudice to Clause 16.2.2, pass on to the Owner at port of shipment.	Transfer of Title in respect of equipments supplied by the Contractor pursuant to the terms of the contract shall, without prejudice to clause 16.2.2 shall pass on when it is delivered at Owner's site.
10	Cl.no 16.3.1 Section A4-2	“Transfer of Title” in respect of Equipment supplied by the Contractor pursuant to the terms of the Contract shall, without prejudice to Clause 16.3.2, pass on to the Owner after goods leaves Contractor's work/warehouse/site.	Transfer of Title in respect of equipments supplied by the Contractor pursuant to the terms of the contract shall, without prejudice to clause 16.3.2 shall pass on when it is delivered at Owner's site.
11	Cl.no 11.1 Section A4-3	The Contract Price for the completion of the works shall include taking delivery of equipments at Indian port/ unloading at Indian port, customs clearance/delivery from Indian port to Project Site in case of imported equipments and delivery to site for indigenous equipments, unloading & verifying the Equipment or any portion thereof, filing and prosecuting of insurance claims in respect of the Equipment (if required), handling the Equipment and other materials at the Site, erection, testing, commissioning and carrying out Performance Guarantee Tests of equipment by the Contractor of the works as per the contract and subject to any reduction pursuant to Clause 13 shall not vary during the execution of the Contract.	The Contract Price for the completion of the works shall include unloading & verifying the Equipment or any portion thereof, filing and prosecuting of insurance claims in respect of the Equipment (if required), handling the Equipment and other materials at the Site, erection, testing, commissioning and carrying out Performance Guarantee Tests of equipment by the Contractor of the works as per the contract and subject to any reduction pursuant to Clause 13 shall not vary during the execution of the Contract.