

Amendment to Commercial Conditions of Contract – Com- 7 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
SPECIFICATION No. TCE-6015A-C-510-001**

Sl. No	Amendment/ Specification	Existing Clause	Amended To
1	Section A2 Clause No 3.9	The bidders would be required to quote domestically manufactured capital goods on FOR Owner’s site and the capital goods to be supplied from abroad on a CIF basis .	<p>The Bidders would be required to quote domestically manufactured Equipments on Delivered at Owner’s Project Site basis.</p> <p>The Bidders would be required to quote Imported Equipments to be supplied from abroad on Delivered at Owner’s Project Site (DAP) basis in accordance with the INCOTERMS 2010. However, in this case It shall be the responsibility of the Contractor to arrange for the unloading, 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).</p>
2	Section A3 Clause No 7.3	Comparison shall be of the Total Lump sum Price which shall be inclusive of the Ex-works price of plant and equipment offered within the Owner’s country, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the plant and equipment, plus the price of the CIF price offered from outside the Owner’s country plus cost of local transportation, all installation and other services required under the contract, plus the taxes and duties viz., Sales Tax, Local Tax and Octroi as applicable on the Ex-works price of plant and equipment and Import Duties applicable on CIF price in case of a foreign supplies in	<p>Comparison shall be on the Total Lump sum Price for supply of plant and equipments on Delivered to Owner’s Project Site basis for both domestic and Imported supplies plus installation and other services required under the Contract, plus the taxes and duties viz., Sales Tax, Local Tax and Octroi as applicable on the domestic supply price of plant and equipment and Import Duties as applicable on Imported supply price of plant and equipment</p> <p>The rates of Taxes and Duties as applicable as on 15 days prior to the submission of price bid shall be considered for purpose of evaluation. The extra cost of work, services,</p>

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		<p>respect of the direct transactions between Owner and Bidder. The rates of Taxes and Duties as applicable as on 15 days prior to the submission of price bid shall be considered for purpose of evaluation. The extra cost of work, services, facilities, etc., required to be provided by Owner or third parties shall also be considered for purpose of evaluation. The cost of all quantifiable deviations and omissions from the contractual and commercial conditions would also be considered for purpose of evaluation.</p>	<p>facilities, etc., required to be provided by Owner or third parties shall also be considered for purpose of evaluation. The cost of all quantifiable deviations and omissions from the contractual and commercial conditions would also be considered for purpose of evaluation.</p>
3	<p>Amendment – Com-1 SG (sl.no 6) Section A4-2 Clause No 11.2</p>	<p>The Contract Price for Indigenous supplies shall be in INR on 'delivered at Owner's site' basis.</p> <p>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.</p>	<p>The Contract Price for Indigenous supplies shall be in INR on 'Delivered at Owner's Project Site' basis.</p> <p>The Contract price for Imported supplies shall be in respective foreign currencies on 'Delivered at Owner's Project Site' (DAP) basis in accordance with the INCOTERMS 2010. However, in this case It shall be the responsibility of the Contractor to arrange for the unloading, 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).</p>
4	<p>Section A4-2 Clause No 13.2</p>	<p>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.</p> <p>All taxes, levies, dues, duties, fees, licenses and other charges of whatever nature levied in the country of export, in connection with the execution of this Contract for delivery of all the goods up to CIF SEAPORT/CPT AIRPORT BASIS Port shall be borne and paid by the Contractor</p>	<p>All taxes & duties levied in India if applicable on goods imported (in the Country of Import), in connection with the execution of this Contract shall be paid by the Contractor on behalf of the Owner and under intimation to Owner. Owner shall reimburse such amount to Contractor on submission of original documents and receipts.</p> <p>All taxes, levies, dues, duties, fees, licenses and other charges of whatever nature levied in the country of export, in connection with the execution of this Contract shall be borne and paid by the Contractor</p>

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5	Section A4-2 Clause No 16.1.1	The Equipment under this Contract shall be delivered on CIF Seaport (Vishakapatnam Port)/CPT AIRPORT (Kolkata Airport) basis (in case of Import contract) or FOR Owner's Site (in case of Indigenous Contract) basis as per the Milestone specified in Annexure-VI of ITB Section A2, from the date of effectiveness of Contract.	<p>In case of Imported Supplies, the Equipments shall be delivered at Owner's Project Site basis (DAP) in accordance with INCOTERMS 2010. However, in this case It shall be the responsibility of the Contractor to arrange for the unloading, 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).</p> <p>In case of Indigenous Supplies the Equipments shall be delivered at Owner's Project Site basis.</p> <p>Imported and Indigenous Supplies shall be delivered as per the Milestone specified in Annexure-VI of ITB Section A2, from the date of effectiveness of Contract.</p>
6	Section A4-2 Clause No 46.4	<p>Payment Against Milestone</p> <p>Upon receipt of invoices in line with approved Milestone Payment Schedule along with Material Dispatch Clearance Certificate issued by Owner and certification by Owner/Owner's representative of successfully achieving the Project Milestone. Owner shall pay to Contractor the amount equal to 60% (Sixty percent) of ex factory + CIF price along with 100% taxes & duties and freight & insurance charges on pro-rata basis within a period of 30 days from the date of fulfilment of all requirements set out in the Contract.</p>	<p>Payment Against Milestone</p> <p>Upon receipt of invoices in line with approved Milestone Payment Schedule along with Material Dispatch Clearance Certificate issued by Owner and certification by Owner/Owner's representative of successfully achieving the Project Milestone. Owner shall pay to Contractor the amount equal to 60% (Sixty percent) of the supply price on pro-rata basis within a period of 30 days from the date of fulfilment of all requirements set out in the Contract.</p>