# Addendum-II

Tender Document: NPL/RCR Mode/2020-21/040 Rev No.2 Dated: 01-February-2021

#### 1) **<u>Revised Timelines:</u>** The revised timelines are as under:

Event	<b>Revised Date</b>
Starting of submission of Price Bid (online) from 11:00 hrs onwards	15-February-2021
Closing of submission of Price Bid (online) on or before 11:00 hrs	23-February-2021
Submission of physical Bid on or before 11:00 hrs	23-February-2021
Opening of Technical Bids at 11:30 hrs at Rajpura/Patiala	23-February-2021
Opening of Price Bids (online) at 15:30 hrs (depending upon number	23-February-2021
of Bidders and subject to completion of Technical Evaluation)	
Reverse Bidding at 14:00 hrs	24-February-2021

### 2) <u>Negotiations & Award of Contract:</u>

Volume	Clause No (Page No)	Existing	Revised
Volume-I	5.2 (Page No-16)	The Bidder(s) shall sign and return the Acceptance Letter as provided in Annexure XIII together with its Bid as evidence of its acceptance of the terms of this Bid Document. The Contract between NPL and the Successful Bidder shall come into existence and commence on the date NPL issues a Letter of Award to the Successful Bidder; or on the date NPL issues first Purchase Order to the Successful Bidder, whichever is earlier.	The Bidder(s) shall sign and return the Acceptance Letter as provided in Annexure XIII together with its Bid as evidence of its acceptance of the terms of this Bid Document.

### 3) Period of Contract and Allocation Strategy:

Volume	Clause No (Page No)	Existing	Revised
Volume-II	10.1 (Page No-19/20)	The commencement date of the Contract shall be as per the "Negotiation & Award of Contract" section above. The Contract shall be for a period of one year from the date of issuance of LOA/first PO (whichever is earlier) for allocation of coal to the contractor (s) and it will be valid until the entire quantity of Coal allocated to the Contractor during the abovementioned period of one year is received at NPL Power Plant. The Contract may be extended for the following year, with the mutual agreement of NPL and the Contractor(s) in consultation with PSPCL.	The Contract shall commence from the date of issuance of LOA/first PO (whichever is earlier) and shall remain valid till one year from the date of Bid opening. Thereafter, fresh PO(s) cannot be issued to the Contractor unless the Contract is extended. However, the Contractor shall remain under obligation to deliver the coal at NPL Power Plant in terms of the PO(s) already issued to him. The Contract may be extended with mutual agreement of NPL and the Contractor(s) in consultation with PSPCL.

## 4) Annexure VIII: General Terms and Conditions

Volume	Clause No (Page No)	Existing	Revised
Volume-IV	1.Definitions (Page No-67)	"Contract" shall mean the legally binding contract formed between Nabha Power Limited and the Successful Bidder including the terms of this Bid Document and Letter of Intent/Purchase Order(s) including its annexures, amendments etc. The same will govern the terms of the service/work performed by the Contractor and shall constitute a Contract between NPL and the Contractor.	"Contract" shall mean the legally binding contract formed between Nabha Power Limited and the Successful Bidder including the terms of this Bid Document and Letter of Award/Purchase Order(s) including its annexures, amendments etc. The same will govern the terms of the service/work performed by the Contractor and shall constitute a Contract between NPL and the Contractor.