



AMMONIA UREA PLANT BASED ON COAL GASIFICATION
TALCHER FERTILISERS LIMITED ODISHA (INDIA)



Date 07.05.2018

Amendment - X

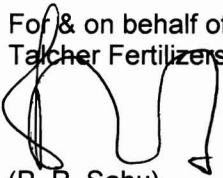
To

NIT NO.: PNMM/PC 009/E-4002 dated 29.09.2017

This is for information of all Bidders who have already purchased and those who are willing to purchase the subject NIT document, that Amendment-X (Commercial) dated 07.05.2018 is being issued and shall be read in conjunction to the NIT and subsequent Amendments issued till date.

Note: Scope of work and other terms & conditions of NIT shall prevail as per original NIT alongwith subsequent amendments.

For & on behalf of
Talcher Fertilizers Ltd. (TFL)


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Amendment – X (Commercial) Dated 07.05.2018 to NIT No. PNMM/PC-009/E-4002
For Ammonia Urea Fertilizer Plant Based on Coal Gasification at Talcher, Odisha (India)

Sl. No.	Reference of Bidding Document				Existing Clause	Amended Clause
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PART I, COMMERCIAL						
1.0 INSTRUCTIONS TO BIDDERS						
1	I/1	8 of 39	6.2	Time Schedule	6.2 The “Effective Date of Contract” shall be the date of issuance of LOI (Letter of Intent) by the Owner.	6.2 The “Effective Date of Contract” shall be reckoned as Two months from the date of issuance of LOI (Letter of Intent) by the Owner.
2	I/1	9 of 39	7.4	SIGNATURE ON BIDS	<p>Bid by a Consortium must be signed by all members of the Consortium. In case of Consortium, the exact legal names of all the members of the consortium shall be stated and leader of Consortium shall be clearly indicated.</p> <p>In case of a Consortium, Power of Attorney issued by Board of Directors/ CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium, in favour of the authorised employee(s), for signing the documents on behalf of each of the members, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium, are to be submitted.</p>	<p>7.4 Bid by a Consortium must be signed by all members of the Consortium. In case of Consortium, the exact legal names of all the members of the consortium shall be stated and leader of Consortium shall be clearly indicated.</p> <p>In case of a Consortium, Power of Attorney issued by Board of Directors/ CEO / CHAIRMAN / MD / C&MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium, in favour of the authorised employee(s), for signing the documents on behalf of each of the members, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium, are to be submitted.</p> <p>Power of Attorney shall be as per law of land; Format of POA revised as per Annexure 1.34 (Rev-2)</p>

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3	I/1	15 of 39	8.2.4	Consortium & distribution of work	<p>Third Para of referred clause</p> <p>The leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium. Notwithstanding anything contrary in the Consortium Agreement, the leader of the Consortium shall have coordination responsibility for execution of the contract and will have to carry single point responsibility of the submitted bid and implementation of the project for the entire contract period. The leader of Consortium shall submit undertaking signed by all the Consortium members to this effect in the Techno-Commercial Bid.</p>	<p>Third Para of referred clause is Amended hereunder:</p> <p>The leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium. All the members of the Consortium shall be jointly and severally bound unto the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees. Notwithstanding anything contrary in the Consortium Agreement, the leader of the Consortium shall have coordination responsibility for execution of the contract. and will have to carry single point responsibility of the submitted bid and implementation of the project for the entire contract period. The leader of Consortium shall submit undertaking signed by all the Consortium members to this effect in the Techno-Commercial Bid.</p>
4	I/1	18 of 39	8.3	Authentication of all documents submitted against PQC:	<p>All documents in support of Technology and Experience criteria of PQC to be furnished by the bidders shall necessarily be:</p> <p>(b) Foreign bidder: Duly certified / attested by Chartered Engineer / Licensed Professional Engineer / EurEta Registered Engineer / Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp. Further, supporting documents pertaining to Technology and</p>	<p>All documents in support of Technology and Experience criteria of PQC to be furnished by the bidders shall necessarily be:</p> <p>(b) Foreign bidder: Duly certified / attested by Chartered Engineer / Licensed Professional Engineer / EurEta Registered Engineer / Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp. Further, supporting documents pertaining to Technology and</p>

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					<p>Experience criteria of PQC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country.</p> <p>However, member countries of Hague Convection 1961, supporting documents pertaining to Technology and Experience criteria of PQC certified by "Apostille affixed by Competent authorities designated by the government of bidder's country" shall also be acceptable.</p>	<p>Experience criteria of PQC (except those required under clause nos. 8.1.2.1, 8.2.2.1 and 8.2.2.2 of PQC) should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country.</p> <p>In case of supporting documents required under clause nos. 8.1.2.1, 8.2.2.1 and 8.2.2.2 of experience criteria of PQC, the documents shall be Duly certified / attested by Chartered Engineer / Licensed Professional Engineer / EurEta Registered Engineer / Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp and further the same shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country <u>or in the country in which the Bidder has executed the project.</u></p> <p>However, member countries of Hague Convection 1961, supporting documents pertaining to Technology and Experience criteria of PQC certified by "Apostille affixed by Competent authorities designated by the government of bidder's country" shall also be acceptable.</p> <p>(all other paragraphs & contents under this clause, i.e. 8.3 remains unchanged as per bid document and subsequent amendments).</p>

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5	I/1	17 of 39	10.1	EARNEST MONEY DEPOSIT (EMD)	<p>Bids must be accompanied with 'Earnest Money Deposit (EMD) / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' or 'Bank Guarantee'. The amount of EMD shall be as indicated in the LIB (Letter Inviting Bid).</p> <p>In case of Consortium, the EMD has to be submitted by the Consortium bidder or any member of the consortium.</p>	<p>Bids must be accompanied with 'Earnest Money Deposit (EMD) / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' or 'Bank Guarantee'. The amount of EMD shall be as indicated in the LIB (Letter Inviting Bid).</p> <p><i>In case of Consortium,</i></p> <ul style="list-style-type: none"> - <i>EMD may be submitted by Consortium bidder (In case all the members of the Consortium bidder are foreign firms, the Currency of EMD shall be in USD; In case any one member of the Consortium bidder is an Indian firm, the Currency of EMD may be in USD or INR)</i> (OR) - <i>EMD may be submitted by any one member of the consortium. In such case, if the Consortium member submitting the EMD is an Indian Firm, the Currency of EMD shall be in INR and if the Consortium member submitting the EMD is a foreign firm, the Currency of EMD shall be in USD.</i>
6	I/1	20 of 39	15.1	PRICE BASIS & CURRENCY OF BIDS	<p>Bidder expecting to incur a portion of its expenditure in more than one currency and wishing to be paid accordingly shall so indicate in the Bid. In such cases the Bid shall be expressed in different currencies (maximum 4 currencies including INR) and the respective amounts in each currency together making up the Bid Price.</p>	<p>Bidder expecting to incur a portion of its expenditure in more than one currency and wishing to be paid accordingly shall so indicate in the Bid. In such cases the Bid shall be expressed in different currencies (maximum 4 (four) <i>5 (five) currencies namely USD, EURO, GBP, JPY and INR</i>) and the respective amounts</p>

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						in each currency together making up the Bid Price.
7	I/1.0	20 of 39	15.4 d)	Price Basis & Currency of Bids	Custom Duty, , Indian Income Tax, as all taxes applicable under GST, etc.	Custom Duty, Indian Income Tax, as and all taxes applicable under GST, etc.
8	1/1	23 of 39	19.4	Duties and Taxes	New Clause	CONTRACTOR shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies applicable, on performance of WORK under CONTRACT, outside OWNER's country. CONTRACTOR shall also be responsible for payment of all taxes, duties and levies such as custom duty, GST, (including those taxes payable on reverse charge mechanism) income tax, etc. as applicable on performance of WORK under CONTRACT, in India. All such taxes, stamp duties, licence fees, and other such levies applicable shall be quoted in Price of Ammonia Urea Plant along with required associated facilities comprising the Price of SUPPLY, the Price of SERVICES and Prices of CIVIL AND STRUCTURAL WORKS, as indicated by the bidder as per Annexure 1.2 (Rev-3).
9	I/1.0	25 of 39	21.2.2 vi)	Submission of Bids	vi) Bidder Pre-qualification Criteria in favour of Technology criteria as per Exhibit-1 along with Copies of documentary proof in support of prequalification requirement vii) Bidder Pre-qualification Criteria in favour of Experience criteria as per Exhibit-2 along with Copies of documentary	vi) Bidder Pre-qualification Criteria in favour of Technology criteria as per Exhibit-1 & Exhibit-2 (Rev-1) along with Copies of documentary proof in support of prequalification requirement vii) Bidder Pre-qualification Criteria in favour of Experience criteria as per Exhibit-2 Exhibit-3 (Rev-1) along with

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					proof in support of prequalification requirement viii) Bidder Pre-qualification Criteria in favour of Financial criteria as per Exhibit-3 along with Copies of documentary proof in support of prequalification requirement	Copies of documentary proof in support of prequalification requirement viii) Bidder Pre-qualification Criteria in favour of Financial criteria as per Exhibit-3 , Exhibit-4 (Rev-1) and Annexure-1.31 along with documentary proof in support of prequalification requirement. In addition Annexure 1.30 also to be submitted, if applicable.
10	I/1	27 of 39	21.2.2 Envelope -II,	Part-II Section III	New clause	v) Bidder shall submit form No. 2(2) of Annexure 1.33 against Sl. No. 6.1(b), Para 1 of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy], vi) Bidder shall submit Form No. 3(2) of Annexure 1.33 against Sl. No. 6.1(c), of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy] vii) Bidder shall submit the list of items / services to be procured from Indian manufacturers / service providers as per Sl. No. 6.1(b), Para 2 of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy]. viii) Bidder shall also give details of the location(s) at which the local value addition is made as per Sl. No. 6.1(b), Para 3 of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy].
11	I/1	28 of 39	21.2.2 Envelope -II,	Part-II Section IV	New clause	ii) Bidder shall submit unprice copy as per Sl. No. 6.1(a) of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy],

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12	I/1	29 of 39	21.2.3	Envelope-III	New clause	21.2.3.6 Bidder shall submit document mentioned at Sl. No. 6.1(a) of Annexure 1.33 [Public Procurement (Preference To Make In India) Policy],
13	I/1	35 of 39	28.2	EVALUATION AND COMPARISON OF BIDS	<p>28.2 The financial comparison shall be based on NPV arrived at using the following:</p> <p>28.2.1 Lumpsum Price-</p> <p>Lumpsum Price along with, taxes, stamp duties, licence fees, and other such levies applicable, of Ammonia Urea Plant bidder as per Annexure 1.2. The evaluated CONTRACT PRICE will be discounted at the rate of 10.0% p.a., as per the billing schedule submitted by the Bidder for the implementation period.</p> <p>The Bidder shall furnish, month-wise payment schedule of its CONTRACT PRICE for 41 months project schedule in Foreign Currency (FC) and Indian Currency (IC) in a tabular form and as a cash flow curve. The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The month-wise payment schedule and cash flow curve has to be given by the bidders considering payment schedule given elsewhere in the tender (e.g. payment within 30 days up to the stage of commissioning and payment of final bill within 84 days)</p> <p>CONTRACTOR shall be entirely responsible for all taxes,</p>	<p><u>The entire clause 28.2 is Amended as hereunder.</u></p> <p>The financial comparison shall be based on NPV arrived at using the following:</p> <p>28.2.1 Lumpsum Price-</p> <p>Lumpsum Price along with, taxes, stamp duties, licence fees, and other such levies applicable, of Ammonia Urea bidder as per Annexure 1.2 (Rev-1) [GRAND TOTAL: LUMPSUM TURNKEY (LSTK) PRICE/ TOTAL CONTRACT PRICE. The TOTAL CONTRACT PRICE will be discounted at the rate of 10.0% p.a., as per the billing schedule submitted by the Bidder for the implementation period Section G of Annexure 1.2 (Rev-1). In case “Supplementary Price Bid” in line with clause no 25.0 of “Instruction to Bidders” (as per Amendment VII dated 22.03.2018) is sought by OWNER, the same shall be considered for arriving at LUMPSUM TURNKEY (LSTK) PRICE/ TOTAL CONTRACT PRICE</p> <p>The Bidder shall furnish, month-wise payment schedule of its CONTRACT PRICE for 41 months project schedule in Foreign Currency (FC) and Indian Currency (IC) in a</p>

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					<p>stamp duties, licence fees, and other such levies applicable, on performance of WORK under CONTRACT, outside OWNER's country. CONTRACTOR shall also be responsible for payment of all taxes, duties and levies such as custom duty, GST, (including those taxes payable on reverse charge mechanism) income tax, etc. as applicable on performance of WORK under CONTRACT, in India. All such taxes, stamp duties, licence fees, and other such levies applicable shall be quoted in Price of Ammonia Urea Plant along with required associated facilities comprising the Price of SUPPLY, the Price of SERVICES and Prices of CIVIL AND STRUCTURAL WORKS, as indicated by the bidder as per Annexure 1.2.</p> <p>28.2.2 Loading toward Works Cost for Ammonia Urea Plant along with required associated facilities: Calculation of Works Cost of Ammonia Urea Plant along with required facilities shall be done as defined in Part-II, Technical: Section-8. Bidder shall furnish the Guaranteed Consumption/Generation Figures of Raw Material and Utilities /Condensate as specified below, as per Annexure-1.2.</p> <ol style="list-style-type: none"> 1. Ammonia synthesis gas from Coal Gasification Plant 2. De-mineralised water, 3. Condensate export, 4. Make-up Water for Cooling Towers 5. Power 	<p>tabular form and as a cash flow curve <u>as per Section G of Annexure 1.2 (Rev-1)</u>. The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The month-wise payment schedule and cash flow curve has to be given by the bidders considering payment schedule given elsewhere in the tender (e.g. payment within 30 days up to the stage of commissioning and payment of final bill within 84 days)</p> <p>28.2.2 Loading toward Works Cost for Ammonia Urea Plant along with required associated facilities: Calculation of Works Cost of Ammonia Urea Plant along with required facilities shall be done as defined in Part-II, Technical: Section-8. Bidder shall furnish the Guaranteed Consumption/Generation Figures of Raw Material and Utilities /Condensate as specified below, as per Annexure-1.2 <u>(Section D, Part-I)</u>.</p> <ol style="list-style-type: none"> 1. Ammonia synthesis gas from Coal Gasification Plant 2. De-mineralised water 3. Condensate export 4. Make-up Water for Cooling Towers 5. Power 6. Net HP Steam Import 7. Superheating of export HP saturated steam, MT 8. Instrument Air 9. Nitrogen

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					<p>6. Net HP Steam Import</p> <p>The differential Works cost (in comparison to Bidder quoting the lowest Works Cost) considering 330 stream days per year will be calculated and will be discounted at the discount rate of 10.0% p.a. for the period of 25 years of operation starting from Preliminary Acceptance.</p> <p>28.3 To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in Foreign Currency into Indian Rupees at reference rate of the concerned Foreign Currency, available on RBI website, on the date of opening of Price Bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.</p> <p>28.4 Optional Prices quoted as per Annexure-1.2, shall not be considered for Bid Evaluation purpose.</p>	<p>The differential Works cost (in comparison to Bidder quoting the lowest Works Cost) considering 330 stream days per year will be calculated and will be discounted at the rate of 10.0% p.a. for the period of 25 years of operation starting from Preliminary Acceptance.</p> <p><i>The NPV of differential works cost so obtained on achieving Preliminary Acceptance (38 months) shall be further discounted at the rate of 10.0% p.a to arrive at present value i.e. month zero (0) i.e EDC.</i></p> <p>28.2.3 To summarize the above, the L1 Bidder shall be ascertained as per following:</p> <p><i>i. NPV of quoted TOTAL CONTRACT PRICE as per clause 28.2.1 above</i></p> <p><i>Plus(+)</i></p> <p><i>ii. NPV of Works cost as per clause 28.2.2 above</i></p> <p>28.3 To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in Foreign Currency into Indian Rupees at reference rate of the concerned Foreign Currency, available on RBI website, on the date of opening of Price Bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.</p>

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						28.4 Optional Prices quoted as per Annexure-1.2, shall not be considered for Bid Evaluation purpose.
14	I/1	37 of 39	32.2	Award of Contract	After selection, Letter of Intent (“LOI”) as per mode of contracting shall be released by the OWNER to the selected Bidder.	After selection, Letter of Intent (“LOI”) as per mode of contracting shall be released by the OWNER to the selected Bidder.
15	I/1	37 of 39	32.5	AWARD OF CONTRACT	<p>The mode of contracting with the successful bidder will be as indicated below:</p> <p>(i) First Contract: For CIF (Indian port-of-entry) supply of equipment/materials and mandatory spares to be supplied from abroad.</p> <p>(ii) Second Contract: For Ex-works (India) supply of domestically manufactured equipment/materials and mandatory spares.</p> <p>(iii) (*) Third Contract: For providing all services i.e. Process License(s), Basic Engineering, Detailed Engineering services, port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation/erection, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests and all other services as specified in the Contract Documents.</p> <p>(iv) Fourth Contract: For execution of Civil & Structural works</p>	<p>The referred clause is replaced hereunder.</p> <p>The mode of contracting with the successful bidder will be a Single LSTK contract on ⁿ Work Contract Service’ basis.</p>

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					<p>incorporating all raw materials, cement and steel etc on Lump-sum basis.</p> <p><i>(*) Note: Separate Contracts may be entered into for different services as applicable.</i></p> <p><i>A wrap up agreement and coordination agreement needs to be entered into by the contractor accepting single point responsibility and liability thereof against each of the individual work orders or purchase orders of the LSTK contracts.</i></p>	
16	I/1.0	38 of 39	33.0	SIGNING OF CONTRACT AGREEMENT	<p>On acceptance of the bid of the successful bidder by the OWNER, such bidder shall be informed about it and a LETTER OF INTENT (LOI) issued. The successful bidder will be required to give his unconditional acceptance in writing to LOI within 15 (fifteen) days. The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT. Thereafter a contract agreement as per Annexure 1.24 shall be executed between the OWNER and the BIDDER within fifteen (15) days from date of acceptance of LOI, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued.</p>	<p>On acceptance of the bid of the successful bidder by the OWNER, such bidder shall be informed about it and a LETTER OF INTENT (LOI) issued. The successful bidder will be required to give his unconditional acceptance in writing to LOI within 15 (fifteen) days. The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT. Thereafter a contract agreement as per Annexure 1.24 shall be executed between the OWNER and the BIDDER within fifteen (15) days from date of acceptance of LOI, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued.</p>