



COAL GASIFICATION BASED METHANOL PLANT FOR
EASTERN COALFIELDS LIMITED
TENDER NO.: PNMM/PC-276/E-4001, DATED 31.01.2022



ECL

Date 21.04.2022

Amendment – I

TENDER NO.: PNMM/PC-276/E-4001, DATED 31.01.2022

Sub.: Coal Gasification based Methanol Plant for Eastern Coalfields Limited.

This is for information of Bidders, that **Amendment-I** date **21.04.2022** is being issued and shall be read in conjunction with the original Tender document issued on 31.01.2022 and all its subsequent amendments.

For & on behalf of
Eastern Coalfields Limited (ECL)

P. R. Sahu
Addl. G.M (M.M)



COAL GASIFICATION BASED METHANOL PLANT FOR EASTERN COALFIELDS L IMITED
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AMENDMENT No.: I dated 21.04.2022

Sl. No.	Reference of Bidding Document				Existing Clause	Amended Clause
	Part / Sec	Page No.	Clause No.	Subject / Heading		
Volume– I Commercial						
1	Sec.6.0 Conditions of Contract	96/500	25.3	Electrical Power	Electrical Power at 132 kV shall be arranged by owner from the state Grid and 132 KV switchyard shall be constructed and erected by owner inside the Plant BL. Further, Distribution at different voltage level shall be in the scope of BOO Processor maintaining all safety regulations as per IE Act. Power supply arrangement (33kV Transmission line, substation, distribution) for raw water supply system from river shall be constructed and erected by Owner. Operation & maintenance of 132kV switchyard, Power supply system for Pump House shall be in the scope of BOO Processor.	Electrical Power at 132 kV shall be arranged by owner from the state Grid Local State Electricity Authority and 132 KV switchyard shall be constructed and erected by owner BOO Processor inside the Plant BL. Further, distribution at different voltage level, maintaining all safety regulations as per IE Act shall be in the scope of BOO Processor. Also, Operation & Maintenance of 132kV switchyard shall be in BOO Processor scope. Power supply arrangement for raw water supply system from river shall be constructed and erected by Owner. However, BOO Processor to consider feeders for Raw Water System consumers in their switchboards for owner's use. Operation & maintenance of 132kV switchyard, Power supply system for Pump House shall be in the scope of BOO Processor. Operation & maintenance of Power supply system for Pump House shall be in the scope of Owner.
2	Sec.6.0 Conditions of Contract	97/500	25.8 Article 25	Utilities	Owner shall provide Feed (ROM Coal) at one point at BOO Processor's Feed Delivery Point on chargeable basis till first delivery	Owner shall provide Feed (ROM Coal) at one point at BOO Processor's Feed Delivery Point on chargeable basis till first delivery date, as per landed cost mentioned in 21.4(B) of Instruction to Bidder and in 15.6.1 table-3 of Conditions of Contract subject to availability . The price of ROM Coal



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Volume– I Commercial						
					<p>date, subject to availability. However, in case of non availability of Feed due to any reason BOO Processor at its own expenses shall arrange for Feed to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.</p>	<p>mentioned is indicative* only. However, in case of non availability of Feed due to any reason BOO Processor at its own expenses shall arrange for Feed to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality</p> <p>(*Based on the coal price notification guidelines issued by competent authority from time-to-time, the price of ROM coal supplied by ECL and/or the built up components of landed price at the proposed Coal-to-Methanol plant, may be revised by ECL at its sole discretion).</p>
3	Sec.6.0 Conditions of Contract		25.7 Article 25	Utilities	<p>Owner shall ensure availability of utilities (Power and Raw water) falling in Owner's scope of supply in terms hereof, as are required for commissioning, as per mutually agreed schedule required for normal commissioning of the Production Plant. Methanol as produced during the Commissioning and up to First Delivery date shall be supplied by BOO Processor to Owner on demand, free of cost.</p>	<p>Owner shall ensure availability of utilities (Power and Raw water) falling in Owner's scope of supply in terms hereof, as are required for commissioning, as per mutually agreed schedule required for normal commissioning of the Production Plant on chargeable basis. Methanol as produced during the Commissioning and up to First Delivery date shall be supplied by BOO Processor to Owner on demand, free of cost. The indicative price of Power & Raw water shall be as mentioned in 21.4(B)of Instruction to Bidder and in 15.6.1 table-3 of Conditions of Contract. However, the same shall be charged as per actuals.</p>



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Volume– I Commercial																						
4	Sec.6.0 Conditions of Contract		25.9 Article 25	Utilities	<p>A new clause 25.9 is added:</p> <p>The availability of Feed & Utilities during the Construction & Operation period by Owner is summarized as below:-</p> <table border="1"> <thead> <tr> <th>Feed & Utilities</th> <th>Construction Period*</th> <th>Commissioning Period</th> <th>Operation Period</th> </tr> </thead> <tbody> <tr> <td>ROM Coal</td> <td>Chargeable</td> <td>Chargeable</td> <td>Free of Cost</td> </tr> <tr> <td>Power</td> <td>Chargeable</td> <td>Chargeable</td> <td>Free of Cost</td> </tr> <tr> <td>Water</td> <td>Chargeable</td> <td>Chargeable</td> <td>Free of Cost</td> </tr> </tbody> </table> <p>* in case of non-availability of Feed & Utilities during the Construction due to any reason, BOO Processor at its own expenses shall arrange for Feed & Utilities to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.</p>	Feed & Utilities	Construction Period*	Commissioning Period	Operation Period	ROM Coal	Chargeable	Chargeable	Free of Cost	Power	Chargeable	Chargeable	Free of Cost	Water	Chargeable	Chargeable	Free of Cost	
Feed & Utilities	Construction Period*	Commissioning Period	Operation Period																			
ROM Coal	Chargeable	Chargeable	Free of Cost																			
Power	Chargeable	Chargeable	Free of Cost																			
Water	Chargeable	Chargeable	Free of Cost																			
5	Section 5.0 Instruction to Bidder	58/500	26.0	Notification of award/letter of award.	<p>The successful bidder shall be required to execute a formal Contract Agreement and Lease Agreement with Owner as per the proforma enclosed with the Bidding Documents (subject to any applicable amendments as set out in the Statement of Agreed Variations) within 60 (sixty) days from the date of Notification of</p>	<p>The successful bidder shall be required to execute a formal Contract Agreement and Lease Agreement with Owner as per the proforma enclosed with the Bidding Documents (subject to any applicable amendments as set out in the Statement of Agreed Variations) within 60 (sixty) days from the date of Notification of Award on a non-judicial stamp paper of Kolkata/West Bengal State (India) and of appropriate value.</p>																



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Volume- I Commercial						
					Award on a non-judicial stamp paper of Kolkata State (India) and of appropriate value.	
6	CONDITION OF CONTRACT Section 6.0	101/500	30.2(b)	Termination & Takeover	Methanol do not meet 90% of requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 (six) months for reasons other than reasons attributable to Owner or Force Majeure	Methanol do not meet 90% of requested quantities as per clause no. 2.1 of Section-1.4 Design Basis on a monthly basis in respect thereof under Article 7 for a continuous period of 6 (six) months for reasons other than reasons attributable to Owner or Force Majeure.
7	CONDITION OF CONTRACT Section 6.0 Anxx 1.2	124/500	5	Preamble to Schedule of Rate/BOQ	The Guaranteed Quantity of Feed & Utilities in the Price Bid.	The Guaranteed Quantity of Feed & Utilities in the Price Bid as per clause no. 2.3 & 3.0 of Section-1.4 Design Basis.
8	CONDITION OF CONTRACT Section 6.0 Article 37	117	48	Change in Law		A new clause is inserted as clause no 48.0 in "CONDITION OF CONTRACT" If at any time during the term of the Agreement any new law, ordinance, rule, or regulation (collectively, "Law") is in effect or is enacted or promulgated by any governmental or quasigovernmental authority, including any new Law relating to the emission or release of greenhouse gases, that increases BOO



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Volume- I Commercial						
					<p>Processor's costs incurred in the production, transportation, or delivery of Methanol to Owner hereunder, including any costs arising from any modification made by BOO Processor with respect to (a) the Production Plant, (b) the Metering Equipment, or (c) BOO Processor's operation of the Production Plant towards compliance of the new Law (any such increased costs being hereinafter referred to as "New Costs"), the impact of such New Costs, effective as of the date such Law causes BOO Processor to incur any New Costs, shall be suitably adjusted in the monthly fixed charges upon mutual agreement between Owner and the BOO Processor provided that Owner is satisfied with the effort of BOO Processor to minimize or mitigate the effect of any such Law on the operation of the Production Plant (including without limitation through the filing of available judicial challenges to any such Law) and shall consult with Owner for purposes of determining the most cost effective way of complying with any such Law.</p> <p>If at any time during the term of the Agreement any new law, ordinance, rule, or regulation (collectively, "Law") is in effect or is enacted or promulgated by any governmental or quasigovernmental authority, that decreases BOO Processor's costs incurred in the production, transportation, or delivery of Methanol to Owner hereunder (any such decreased costs being hereinafter referred to as "New Costs"), the impact of such New Costs, effective as of the date such Law, shall be suitably adjusted in the monthly fixed charges upon</p>	



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Volume- I Commercial															
						<p>mutual agreement between Owner and the BOO Processor.</p> <p>If no agreement is reached between Owner and the BOO Processor regarding the "New Costs" the same shall be resolved through provisions of Arbitration, Clause 32 of Conditions of Contract.</p>									
9	Sec.5.0 INSTRUCTIONS TO BIDDERS	SHEET 27 OF 27	30.0	Integrity Pact	<p>A new clause to be inserted as second paragraph :Names and details of the Independent External Monitor (IEM) of ECL-</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Name of IEM & e-mail ID</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Shri V.N. Gaur, IAS(Retd) EmailID:vngaur@gmail.com</td> <td>45.PanchsheelJudgesSociety,Pocket 7,BuildersArea,GreaterNoida, Gautam BuddhaNagar-201315</td> </tr> <tr> <td>2</td> <td>Shri Rishi Kumar Shukla, IPS (Retd.), EmailID:rishi_2000in@yahoo.com</td> <td>804,Block-B,UltimateSkyvillas, Bhopal-462031</td> </tr> </tbody> </table>		Sl.No.	Name of IEM & e-mail ID	Address	1	Shri V.N. Gaur, IAS(Retd) EmailID:vngaur@gmail.com	45.PanchsheelJudgesSociety,Pocket 7,BuildersArea,GreaterNoida, Gautam BuddhaNagar-201315	2	Shri Rishi Kumar Shukla, IPS (Retd.), EmailID:rishi_2000in@yahoo.com	804,Block-B,UltimateSkyvillas, Bhopal-462031
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Volume – II Technical						
1.	Sec. 1.1 Project Description	232 of 500	2.1	Plant site 1 st point	Total land area of the site is 250 acre including 33% green area in single patche is available for proposed Coal to Methanol plant. Plant site will be handed over to BOO Processor after 01 month from award of work.	Total land area of the site is 250 acre including 33% green area in single patche is available for proposed Coal to Methanol plant. Plant site will be handed over to BOO Processor after 04/03 month from award of work.
2.	Sec. 1.1 Project Description	234 of 500	2.3.5	Construction Power	Owner will provide construction power at 11 kV at single point on chargeable basis to BOO PROCESSOR. Construction Power required for whole complex shall be provided by owner on chargeable basis. Charges for construction power will be on actual basis. Power required for Plant start-up & operation for whole Complex shall be supplied by Electricity grid at a single point in substation located at BOO Processor B/L.	Owner will provide construction power at 11 kV at single point on chargeable basis to BOO PROCESSOR. Construction Power required for whole complex shall be provided by owner on chargeable basis. Charges for construction power will be on actual basis. Power required for plant start-up & operation for whole Complex shall be supplied from Local state Electricity Authority at BOO Processor B/L. Further, refer Section-2.5 ENGINEERING SPECIFICATION - ELECTRICAL.
3.	Sec. 1.4 Design Basis	253 of 500	2.3	Feed stock 2 nd Paragraph	24% ash content in coal shall be the basis of design for Coal Gasification plant along with all associated facilities to generate S Syn. gas, Methanol Plant (2000 MTPD), Steam Generation Plant and all associated offsite & utilities etc. Bidder shall also furnish the Guaranteed specific coal	24% ash content in coal shall be the basis of design for Coal Gasification plant along with all associated facilities to generate Methanol Syn. gas, Methanol Plant (2000 MTPD), Steam Generation Plant and all associated offsite & utilities etc. Bidder shall also furnish the Guaranteed specific coal consumption (in Metric Tonnes of coal per tonne of Methanol) at different levels of ash content as per table given below. However, 24% ash content



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					consumption (in Metric Tonnes of coal per tonne of Methanol) at different levels of ash content as per table given below:-	in ROM Coal shall be basis for Bid evaluation:-
4	Vol-II/ Sec. 2.5	6 of 47	4.0	Electrical System Description and scope	Normal power supply shall be provided by ECL at 132 KV level from State Electricity Board. However, 132 kV Switchyard and further Distribution to 33kV / 6.6kV / 415V shall be in BOO Processor's scope.	Normal power supply shall be provided by ECL at 132 KV level (2 nos. feeder) from State Electricity Board. However, 132 kV Switchyard and further Distribution to 33kV / 6.6kV / 415V shall be in BOO Processor's scope. BOO Processor to consider feeders for Raw Water System consumers in their switchboards for owner's use.