



FLARE – OSBL PACKAGE SYSTEM ON LSTK BASIS AT  
TALCHER FERTILIZERS LIMITED  
NIT NO : PNMM/PC-183/E- 4013/NCB, Dated-10.03.2022



Date 04.05.2022

**Amendment –IV**

**NIT NO.: PNMM/PC-183/E- 4013/NCB Dated-10.03.2022**

**Sub.: Flare – OSBL Package System ON LSTK basis at Talcher Fertilizers Limited.**

This is for information of Bidders that **Amendment-IV** date **04.05.2022** is being issued and shall be read in conjunction with the original Tender document issued on 10.03.2022 and all its subsequent amendments.

For & on behalf of  
Talcher Fertilizers Limited (TFL)

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



**FLARE – OSBL PACKAGE SYSTEM ON LSTK BASIS AT TALCHER FERTILIZERS LIMITED**  
**NIT NO : PNMM/PC-183/E- 4013/NCB, Dated-10.03.2022**



**AMENDMENT No.: -IV, Dated : 04.05.2022**

Sl. No.	Reference of Bidding Document				Existing Clause	Amendment Type	Amended Clause
	Part / Sec	Page No.	Clause no	Subject / Heading		M/D/A	
<b>SECTION-II BID EVALUATION CRITERIA &amp; EVALUATION METHODOLOGY</b>							
1	S-II	11	1.0 (B.1)	Financial Criteria	The Annual Turnover of the bidder in any one of the last three (03) preceding financial years should be at least <b>INR 992.14 Lakh.</b>	M	The Annual Turnover of the bidder in any one of the last three (03) preceding financial years should be at least <del>INR 992.14 Lakh.</del> <b>INR 826.78 Lakh</b>
2	S-II	12	1.0 (B.3)	Financial Criteria	The Bidder should have minimum working capital equal to <b>INR 198.42 Lakhs</b> as per last audited financial year. However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net worth of the bank not less than Rs. 100.0 Crore (or equivalent USD), confirming the availability of line of credit for <b>INR 198.42 Lakhs</b> . The line of credit from bank shall be submitted strictly as per prescribed format.	M	The Bidder should have minimum working capital equal to <del>INR 198.42 Lakhs</del> <b>INR 165.35 Lakh</b> as per last audited financial year. However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net worth of the bank not less than Rs. 100.0 Crore (or equivalent USD), confirming the availability of line of credit for <del>INR 198.42 Lakhs</del> <b>INR 165.35 Lakh</b> . The line of credit from bank shall be submitted strictly as per prescribed format.
<b>SECTION-V SPECIAL CONDITIONS OF CONTRACT</b>							
3	S-V	35 of 47	14.0	Terms of Payment	As per Clause 14.0 of SCC	M	Revised Terms of Payment is attached as <b>Annexure-1</b> with this amendment



FLARE – OSBL PACKAGE SYSTEM ON LSTK BASIS AT TALCHER FERTILIZERS LIMITED  
NIT NO : PNMM/PC-183/E- 4013/NCB, Dated-10.03.2022



AMENDMENT No.: -IV, Dated : 04.05.2022

Sl. No.	Reference of Bidding Document				Existing Clause	Amendment Type	Amended Clause
	Part / Sec	Page No.	Clause no	Subject / Heading		M/D/A	
4	S-V	44 of 47	20.0	Completion Period	Completion Period for the entire package shall be 15 (Fifteen) months from the date of FOA	M	Completion Period for the entire package shall be <del>15 (Fifteen)</del> <b>18 (Eighteen)</b> months from the date of FOA
<b>SECTION-III_INSTRUCTION TO BIDDERS (FORMS &amp; FORMATS)</b>							
5	S-II		F-5	AGREED TERMS & CONDITIONS		M	Revised Form F-5 AGREED TERMS & CONDITIONS is attached as <b>Annexure-2</b> with this amendment.

**M: MODIFICATION, A: ADDITION, D: DELETION**

**Note: - The clauses in Amendment shall take precedence/superseded over all other pre bid replies against the respective clause.**

**Terms of Payment (Rev-1)**

**14.0 TERMS OF PAYMENT**

14.1 Payments shall be made by OWNER to the CONTRACTOR through RTGS / NEFT.

**14.2 MOBILISATION ADVANCE**

The CONTRACTOR shall be paid an interest bearing recoverable Mobilisation Advance on request, limited to maximum 10% (Ten percent) of the TOTAL CONTRACT PRICE (excluding GST) provided Bank Guarantee is submitted by the CONTRACTOR for 110% of advance (including GST).

The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis.

The interest bearing Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilisation Advance. Further the disbursal of second installment of balance amount can be made at the end of 3 months from the first installment subject to utilization certificate of first installment but not earlier than 3 months from the date of disbursal of first installment.

Mobilization Advance shall be paid subject to fulfillment of the following conditions:

- a) Unconditional Acceptance of Fax of Acceptance (FOA) by CONTRACTOR.
- b) Submission of Bank Guarantee(s) for 110% value of the said advance(s) including GST, valid for 18 months from date of FOA, as per format F-17. The CONTRACTOR shall, at the request of the OWNER, suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required to fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s)."
- c) Submission of Bank Guarantee(s) by way of Contract Performance Security as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the Bank Guarantee(s) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).

**Notes:**

1. The CONTRACT PRICE for the purpose of cum Contract Performance Security would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.
2. The advance paid to the CONTRACTOR shall be used only for execution of this CONTRACT and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).
3. Mobilization Advance (principal plus interest) shall be recovered from the Running Account Bills and shall be fully extinguished within 12 months from the date of disbursement of first instalment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 12 months as per billing schedule [for example, if advance amount to be recovered (principal + interest) is Rs 48 Crore and the cumulative amount to be invoiced for first 12 months is 300 Crore as per billing schedule, then percentage deduction from each RA bill shall be made @16%  $(48/300 \times 100)$ ] or

**Note 1:** incase if the certified bills received are not sufficient enough to recover the said amount in 12 months, then 8.33% per month would be recovered from the said bill.

**Note 2:** Further incase the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.

4. Bank Guarantee furnished by the Contractor towards mobilization advance may be reduced quarterly subject to adjustment made from Contractors running bill. The BG against Mobilization advance shall be returned immediately after full recovery of advance.
  5. In case of termination of CONTRACT due to default by CONTRACTOR, advance Bank Guarantee shall be encashed and unadjusted advance payment recovery will become interest bearing (the interest rate shall be simple interest of Six Month MCLR + 5.25%) calculated from the date of disbursement of first installment of advance.
- 14.3 Subject to the other provisions of the Contract documents, payments shall be made as follows:

**14.3.1 Mobilization Advance :**

Interest bearing Mobilization advance limited to 10% of Contract value shall be given, if asked by the Bidder, as indicated above.

Successful Bidder to indicate their requirement as to the quantum of first installment of Mobilization Advance (not more than 5% of the contract price) and the second installment of Mobilization Advance such that first installment and the second installment add up to 10% of the CONTRACT PRICE.

#### **14.3.2 A FOR SUPPLIES INCLUDING SPARES, LUBRICANTS ETC:**

i. Deleted

ii. **AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS:**

45% (Forty five percent) on pro-rata basis as indicated in the approved Billing schedule (refer clause 15.0 below). Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents:

- a) Signed Invoice(s)
- b) Delivery Challan
- c) Packing list.
- d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- e) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER/PMC, or waiver certificate issued by OWNER/PMC.
- f) Railway Receipt/LR
- g) Certificate of Insurance Policy
- h) Guarantee certificate (wherever applicable)
- i) Operation & Maintenance manual (wherever applicable)

iii. **AGAINST RECEIPT OF MATERIAL AT SITE :**

40% (Forty Percent) on pro-rata basis as indicated in the approved Billing schedule on submission of:

- a) Signed Invoices.
  - b) Photocopy of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
  - c) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
  - d) Incoming material Inspection Report signed by PMC & OWNER.
- iv. 5% (Five percent) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- v. 8% (Eight percent) as indicated in the approved Billing schedule on successful COMMISSIONING and on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- vi. 2% (Two percent) as indicated in the approved Billing schedule on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

#### **14.3.3 FOR SERVICES (including transportation, insurance, installation Erection & Commissioning)**

- i. 85% (Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Service duly certified by the Owner for the quantum of work completed

and field quality billed as per the approved Billing Schedule/monthly progress report, after adjustment of mobilization advance, if any.

- ii. 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR"s certified running Accounts Bill(s).
- iii. 8% (Eight percent) as indicated in the approved Billing schedule on successful COMMISSIONING and on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR"s certified Running Account Bills.
- iv. 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR"s Certified Final Bill.

F-5, Rev-1

**AGREED TERMS & CONDITIONS**

To,  
**M/s TALCHER FERTILIZERS LIMITED**

SUB:  
TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of TFL (If any) and address	Bidder's Name:  TFL's Vendor Code:  Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4.	Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Price Schedule / Schedule of Rates (SOR) of Price bid.	Confirmed
4.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>  If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	
4.2	Indicate Harmonized System of Nomenclature (HSN)/Service Accounting Codes (SAC).	HSN/SAC Code (as applicable):  _____
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	a. Whether bidder is liable to raise E-Invoice as per GST Act. b. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____  b. _____
4.5	Whether bidder is liable to raise E-Invoice as per GST Act.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION				
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.					
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.					
5.1	<b>Bidder to confirm whether 10% mobilization advance as per Bid Document is required.</b>	YES/NO				
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder..					
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document & <b>subsequent Amendment(s)</b> and the same shall be reckoned from the date of Fax of Acceptance.					
9.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills/invoices shall be submitted after reducing the price reduction due to delay (refer MAD Clause).					
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
11.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.					
12.	Bidder have furnished EMD / Bid security Declaration (as applicable)					
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.					
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL or (ii) the bidder is not a firm in which any Director (in Board of Director) of TFL or their relative is a partner.	<table border="1"> <tr> <td data-bbox="1105 1656 1317 1728">Confirmed</td> <td data-bbox="1317 1656 1482 1728"></td> </tr> <tr> <td data-bbox="1105 1728 1317 1799">Not confirmed</td> <td data-bbox="1317 1728 1482 1799"></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only	
16.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<p><u>No Deviation Confirmation:</u>  It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
19.	<p>If Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood &amp; agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III of tender and all Formats are included in their bid.	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by OWNER or any of the JV partners of TFL (viz. GAIL, RCF, CIL, FCIL) or Public Sector Project Management Consultant (like PDIL, EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of TFL viz. GAIL, RCF, CIL, FCIL.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL/PDIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL/PDIL by them.</p>	
23	<p>Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST &amp; SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III of tender.</p>	
24	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
25.	<p>Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms &amp; conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.</p>	
26.	<p>Bidder's offer No. &amp; Date</p>	

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal: