



INSTRUCTIONS TO BIDDERS

DOC. NO.

REV.

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**PART I: COMMERCIAL**  
**SECTION – 1.0**  
**INSTRUCTIONS TO BIDDERS**

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

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## PREAMBLE

India is a largely agrarian economy and with its growing population and rapid economic growth, the demand for food products is strong. Evidently, this has resulted in sustained increase in agricultural production and productivity. As a result the demand for fertilizer for agricultural production has also been increasing at rapid pace so much so that the demand for fertilizers is always higher than the domestic production of fertilizer and the country has to rely on imports. There are 30 Urea producing units in the country. However, there is no new green field Urea complex since 1995 (Kribhco-Shyam) & No Brown Field expansion since 1998 of CFCL (Gadepan-2).

The Government of India (GOI) has adopted a multi-pronged strategy to increase domestic production of Urea which inter-alia includes expansion and capacity addition of existing Urea plants, setting new Fertilizer plants

As part of implementation of the above strategy, GOI has entrusted 4 public sector undertakings namely GAIL (India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) & Fertilizer Corporation of India Limited (FCIL) for setting up of Ammonia Urea Plant at Talcher, Odisha (India). The Ammonia Urea Plant will be set up with Ammonia Synthesis Gas as feedstock to produce Ammonia & Urea as per details specified in Part-II, Section 1.0, Project Description.

GAIL, RCF, CIL and FCIL have executed a Joint Venture Agreement and have incorporated a joint venture company in the name of Talcher Fertilizers Limited (TFL) with its registered office at Plot 2/H, Kalpana Area Nagar, Khordha, Bhubaneshwar – 751014



### **1.0 INTRODUCTION:**

1.1 GAIL ( India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL) have formed a Joint Venture company in the name of Talcher Fertilizers Limited (TFL) hereinafter also referred to as “Owner”, intends to set up an integrated fertilizer and chemical complex comprising of Coal Gasification and Gas Purification Unit, Ammonia Synthesis Unit, Urea Plant, along with necessary offsite and utility facilities, within the premises of existing closed coal based Ammonia-Urea Complex of Fertilizer Corporation of India Limited (FCIL) at Talcher Unit, Angul district, in the state of Odisha, India.

1.1.1 GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rashtriya Chemicals & Fertilizers Limited (RCF) & Fertilizer Corporation of India Limited (FCIL) are two Public Sector Units under the Ministry of Chemicals & Fertilizers and Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal, Govt. of India.

1.1.2 **GAIL (India) Limited (GAIL)**, is India's flagship Natural Gas Company, integrating all aspects of the Natural Gas value chain (including Exploration & Production, Processing, Transmission, Distribution and Marketing) and its related services. In a rapidly changing scenario, GAIL is spearheading the move to a new era of clean fuel industrialisation, creating a quadrilateral of green energy corridors that connect major consumption centres in India with major gas fields, LNG terminals and other cross border gas sourcing points. GAIL is also expanding its business to become a player in the International Market.

1.1.3 **Rashtriya Chemicals & Fertilizers Limited (RCF)**, a leading Public Sector Undertaking in the field of fertilizers, is engaged in manufacture and marketing of Fertilizers and Industrial chemicals. The company

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was carved out of the erstwhile Fertilizer Corporation of India Ltd at the time of reorganisation way back in the year 1978. Presently, Rashtriya Chemicals & Fertilizers Ltd. (RCF) is a leading fertilizer manufacturer in India having two production facilities, one at Trombay in Mumbai and the other at Thal in Alibag city which is 100 kilometers from Mumbai. Thal unit of RCF comprises Ammonia and Urea Plants and Trombay unit comprises Ammonia Urea Plants along with chemical plants like Methanol, Nitric Acid, Sulphuric Acid, Phosphoric Acid and Nitro Phosphate fertilizers of different composition.

1.1.4 **Coal India limited (CIL)** was formed in November, 1975 as a holding company to manage the coal mines nationalized in between 1971 to 1973. The company, with 78.86% of its equity owned by Government of India, is world's largest hard coal producing company. It has core competence across the entire gamut of the coal business value chain. The business domain includes exploration, planning and design of mines, coal mining operations, coal beneficiation and marketing. CIL meets 42% of the nation's primary energy demand and caters 81% of the nation's coal requirement.



1.1.5 **Fertilizer Corporation of India Limited (FCIL)** is a Central Government undertaking under the administrative control of Ministry of Chemicals and Fertilizers. Due to non-viability of the operation of fertilizer unit, Government of India has decided to close the fertilizer plants. The net worth of the company has become negative and the corporation was referred to BIFR in April 1992 under the sick Industrial Companies (Special provision under Act 1985).

1.2 **Broadly, the project will comprise the following plants and facilities with project execution philosophy as follows:**

- ❖ Receiving of Ammonia Syn Gas at specified conditions mentioned in NIT at LSTK Contractor's Battery Limit.
- ❖ Ammonia, Ammonia Storage , Urea Production along with associated colling towers on LSTK basis.
- ❖ 2200 MTPD of Ammonia Synthesis Unit including Storage & dispatch and 3850 MTPD of Prilled Urea Plant on LSTK basis.

1.3 Projects & Development India Ltd. (PDIL) has been retained as Consultant for selection of suitable LSTK Contractor/s for execution of the project on a Lump-Sum Turnkey basis with Single point responsibility.

1.4 **The present NIT specifies** the requirement of selection of LSTK Contractor for supply of process license, basic design, detailed engineering, procurement, supply, manufacture, fabrication, inspection by Third Party Inspection agency (TPI) as applicable, transportation of all equipment & material to site including loading, unloading, storage, maintenance, construction and erection of all civil, mechanical, electrical and instrumentation works, installation, obtaining all necessary statutory approvals from concerned government authorities as applicable, testing, mechanical completion, pre-commissioning, commissioning, sustained load test run, performance guarantee test runs Six months supervisory Operation & maintenance assistance after GTR, total project management and handing over of new single stream ammonia synthesis unit with ammonia synthesis gas as feedstock for 2200 MTPD ammonia production and single stream 3850 MTPD prilled urea plant and its associated facilities on LSTK and single point responsibility basis, at Talcher, Angul district, Odisha, for Talcher Fertilizers Limited

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## 1.5 LOCATION OF THE PROJECT SITE

- 1.5.1 The proposed project will be located within the premises of existing closed coal based Ammonia- Urea complex of FCI Ltd. Talcher Unit.
- 1.5.2 The total land area of the site is 904.53 acres out of which lease hold land from Government of Orissa is 894.20 acres and land purchased from private parties is 10.33 acres.
- 1.5.3 The area is not falling under coal bearing zone up to a depth of 200-250meter. FCIL has a full fledged fertilizer complex of Ammonia-Urea plants at this site which was in operation for over a period of 25 years and closed down since December 2002. However soil investigation study may be required in the area selected for the project within existing premises of FCIL, to be carried out by the Bidder if it feels it is necessary, without any cost implication to TFL.
- 1.5.4 Talcher site is located at Vikrampur in Angul district of Odisha on the Cuttack - Sambalpur National Highway NH-42. NH-42 is passing at about 8 km from the site. The nearest railway station is Talcher at about 7 km from the site. Nearest air port Bhubaneswar is 150 km, 3 hours journey by road/ rail. Nearest port is Paradeep, 200 km by rail/road. Talcher is situated at 21° 10' Latitude and 82° 5' Longitude.



## 1.6 Ammonia Urea Plant Configuration and Capacity

The Ammonia Urea Plant will be set up using Ammonia Synthesis Gas as feedstock to produce 2200 MTPD Ammonia & single stream 3850 MTPD prilled Urea plant and its associated cooling towers as per details specified in Part-II, Section 1.0, Project Description.

## 2.0 SCOPE OF PROPOSAL

The scope of the proposal shall be on the basis of a Single Point responsibility, completely covering the works specified under the accompanying technical specifications and documents. It shall include the following:

- 2.1 Supply of License and Basic Design.
- 2.2 Detailed Engineering
- 2.3 HAZOP/ HAZAN/SIL Studies and implementation of its recommendation.
- 2.4 Supply of all equipment.
- 2.5 Supply of spares and consumables solvents, catalysts, adsorbents, lubricants, chemicals for commissioning, sustained load test run, GTR.
- 2.6 Consumables, adsorbents, lubricants and chemicals at 100% load for 6 months operation after GTR.

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- 2.7 6 months of supervisory operation after GTR
- 2.8 Mandatory spares / Insurance spares.
- 2.9 Supply of 1st charge of Catalyst, Adsorbents, Chemicals & Lubricants and consumables.
- 2.10 Inspection/expediting of orders for Equipment including Third Party Inspections wherever required
- 2.11 All Statutory Clearances. All approvals/ permissions other than Environment Clearance and Consent to Establish/Operate shall be obtained by the CONTRACTOR.
- 2.12 Work under overall supervision of Owner's Project Management Consultants
- 2.13 Progress reporting of project completions
- 2.14 Training of Owner's Personnel.
- 2.15 Construction / Erection and Pre Commissioning of the Plants
- 2.16 Commissioning and Start up of the Plants
- 2.17 Sustained Load Test Run, Guarantee test and handing over the Plants
- 2.18 Supply of required drawings and documents, softwares and hardwares including online measurement as per CPCB/SPCB guidelines..
- 2.19 Any other item / work /activities deemed necessary for completion of Plants, safe and reliable operation of the Plants



### **3.0 BIDDING DOCUMENTS**

The bidder is expected to examine the bidding documents, including all instructions, Pre-Qualification Criteria, Forms, Annexures, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any inconsistency, in the interpretation of meaning of any part of this Tender Documents, the BIDDER shall give his best endeavor to resolve the inconsistency by expressing his assumption through his proposal to OWNER.

### **4.0 AMENDMENT OF BIDDING DOCUMENTS**

Bidders shall examine the Bidding documents thoroughly and inform the OWNER of any apparent conflict, discrepancy or error.

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At any time prior to the deadline for submission of bids as well as upto priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.

Notice of issuance of any Amendment to the bidding document (Corrigenda/Addenda/Amendment) if any, shall be hosted on PDIL website and shall not be advertised in press. The same shall also be notified in the websites of any one or more of the JV companies comprising TFL (viz. GAIL, CIL, RCF & FCIL). Bidders are therefore advised to visit the website regularly for downloading the details of amendment to bidding document. The Bidders will be required to acknowledge notification of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum/Corrigendum in their bid and shall follow the instructions issued along with addendum/corrigendum

In order to afford Bidders reasonable time to take the amendment, issued prior to submission of LSTK Bids, into account in preparing their LSTK Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

## 5.0 LANGUAGE OF THE BID

The bid prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language and all units shall be in Metric system. . In case a document, certificate, printed literature, etc furnished by the bidder is in a language other than English, the same should be accompanied by an English Translation, duly authorized by the Chamber of Commerce of the Bidders' country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

## 6.0 TIME SCHEDULE

6.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:



<b>a) Mechanical Completion</b>	<b>33 Months from Effective Date of Contract</b>
<b>b) Preliminary Acceptance</b>	<b>38 Months from Effective Date of Contract</b>

6.2 The “**Effective Date of Contract**” shall be the date of issuance of LOI (Letter of Intent) by the Owner.

## 7.0 SIGNATURE ON BIDS

7.1 The Bid must contain the name, designation and place of business of the person or persons making the Bid and must be signed and sealed, on each page, by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. The Bidder shall submit authority



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letter / Power of Attorney/ Board Resolution in favour of the authorized signatory(s) of the Bid. The Bidder's name stated on the proposal shall be the exact legal name of the Bidder

7.2 Bids by bodies corporate/ limited Companies must be signed with the legal name of the Corporation/Limited Company by the President, Managing Director or by the Company Secretary or any other person or persons holding Power of Attorney for signing their Bid.

7.3 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

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.

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.

7.5 Bid shall contain no cuttings, erasures or overwriting except as necessary to correct errors made by the Bidder in which case each such corrections or other changes in the Bid documents shall carry the initials of the person(s) signing the Bid.

## 8.0 PRE-QUALIFICATION CRITERIA;



Bids are hereby invited from competent agencies with sound technical and financial capability meeting the respective pre-qualification requirement stated hereunder.

Evaluation of Techno-Commercial offers shall be carried out for only those Bidders who shall meet the Pre-qualification Criteria.

### 8.1 PQ Criteria for a Single Bidder

#### 8.1.1 Technology Criteria

The Bidder should be capable of providing Process License and Basic Design Package of proven performance for a 2200 MTPD Single Stream Ammonia Synthesis Unit based on Ammonia Syn Gas as

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feed and/or 3850 MTPD Single Stream Prilled Urea Plant from reputed Process Licensers as required below. Technology once selected and offered by the Bidder cannot be changed

a) Ammonia Synthesis Technology :

The Ammonia Synthesis Technology proposed by Bidder shall have a reference of at least one single stream plant/unit of minimum 1700 MTPD capacity which is operating successfully for last 3 years. Bidder shall submit documentary proof for the same. Bidder has to submit MoU/ letter of undertaking from process licensor for technology tie up for the proposed project.

b) Urea Technology :

The Urea technology proposed by Bidder shall have a reference of at least one plant of minimum 3000 MTPD capacity which is operating successfully for last 3 years. Bidder shall submit documentary proof for the same. Bidder has to submit MoU/ letter of undertaking from process licensor for technology tie up for the proposed project.

### 8.1.2 Experience Criteria

The Bidder should be an established LSTK Contractor in any of the field of Fertilizer, Oil, Gas, Petrochemicals, Refinery, Hydrocarbon industries and should possess experience of having successfully completed with - single point responsibility at least one Ammonia Plant of Minimum Capacity of 1350 MTPD in single stream and one Urea Plant of Minimum Capacity of 1700 MTPD in single stream within a period of last twenty (20) years reckoned from bid due date on Lumpsum Turnkey (LSTK) basis with scope of work comprising of supply of Process License, Basic Design and Detailed Engineering, Procurement, supply, construction and erection of all civil, mechanical, electrical and instrumentation works, Testing, Pre-commissioning, Commissioning and Guarantee Test of completed individual plants. Such fertilizer plant should be in satisfactory operation for at least 3 years from the date of Acceptance after successful guarantee test and shall be in operation from last one year reckoned from bid due date. Bidder shall submit documentary proof for the same and a Certificate of successful Guarantee Test issued by the owner will have to be produced by the bidder in support of fulfilling this criteria.

8.1.2.1 The bidder, meeting the requirement as per clause 8.1.2.1 above, must have executed Process Plants in any of the field of Oil, Gas, Petrochemicals, Refinery, Hydrocarbon or Fertilizer industries during the last twenty (20) years reckoned from bid due date any one of the following:



One Completed work costing not less than INR 20 billion or US \$ 314 million.

Or

Two Completed works each costing not less than INR 13 billion or US \$ 196 million,

Or

Three Completed works each costing not less than INR 10 billion or US \$ 157 million,

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To meet the criteria (8.1.2.2) above, Bidder shall submit documentary proof such as Copy of Work Order / relevant Extract of Work Order and Completion/Acceptance Certificate. The Completion/Acceptance Certificate shall clearly indicate the LOA/Work Order no., 'Name of Work', 'Contract Value', Scope of Work, 'Contract period' and actual date of completion.

For clause 8.1.2.1 and 8.1.2.2, a Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting PQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting PQC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet PQC.



### 8.1.3 Financial Criteria

- a) The Average Annual financial turnover of the Bidder during the last three (3) preceding financial years i.e. 2016-17, 2015-2016, and 2014-2015 or calendar years 2016, 2015 and 2014 of the bidder , should be at least INR 8 billion or US \$ 118 Million.
- b) Net Worth of the company should be positive for financial year as on 31 March 2017 or calendar year 31 December 2016 as applicable.
- c) The Bidder will submit Solvency certificate not more than six months old from the date of issue of NIT from their Banker for a value not less than INR 10 billion or US\$ 157 million or minimum credit ratings of "A" from ICRA/CRISIL etc OR equivalent reputed institutions, OR financing/credit limits from bank of value not less than INR 10 billion or US\$ 157 million valid as on date of issue of ITB.

To meet the criteria (a & b) above, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) financial years i.e. 2016-17, 2015-2016, and 2014-2015 or calendar years 2016,2015, and 2014.

#### **NOTE:**

- i. For PQ criteria in respect of Order value/Turn Over/ Net worth, in case PQ Criteria indicated by the bidders in foreign currency other than US\$, the exchange rate (as per RBI reference rate) for the relevant period shall be used for conversion to INR.
- ii. In case a bidder does not satisfy the financial criteria w.r.t. Annual Turnover & Net worth as above, on its own, then the Holding Company would be required to meet the stipulated turnover requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its bid, a letter of undertaking from the Holding Company, supported by Board Resolution, as per the prescribed format (Annexure 1.30), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

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## 8.2 PQ Criteria for a Consortium with Joint and Several Responsibilities:

The total number of Consortium members including their leader shall not exceed (03) three. Leader of the Consortium shall take minimum 60% of work of the contract value.

### 8.2.1 Technology Criteria

At least one of the Consortium members should be capable of providing Process License and Basic Design Package of proven performance for a 2200 MTPD Single Stream Ammonia Synthesis Unit based on Ammonia Syn Gas as feed and/or 3850 MTPD Single Stream Prilled Urea Plant as detailed below. Technology once selected and offered by the Bidder cannot be changed.

#### a) Ammonia Synthesis Technology :

The ammonia synthesis technology proposed by Bidder shall have a reference of at least one single stream plant of minimum 1700 MTPD capacity which is operating successfully for last 3 years. Bidder shall submit documentary proof for the same. Bidder has to submit MoU/ letter of Undertaking from process licensor for technology tie up for the proposed project.



#### b) Urea Technology :

The Urea technology proposed by Bidder shall have a reference of at least one plant of minimum 3000 MTPD capacity which is operating successfully for last 3 years. Bidder shall submit documentary proof for the same. Bidder has to submit MoU/ letter of Undertaking from process licensor for technology tie up for the proposed project.

### 8.2.2 Experience Criteria (Consortium)

8.2.2.1 The Consortium members other than lead member should be at least an established LSTK Contractor in process plant in any of the field of Fertilizer, Oil, Gas, Petrochemicals, Refinery, Hydrocarbon industries. The lead consortium member should possess experience of having successfully completed on Lumpsum Turnkey (LSTK) basis with a single point responsibility one single Stream Ammonia Plant of Minimum Capacity of 1350 MTPD in single stream and one Urea Plant of Minimum Capacity of 1700 MTPD in single stream with scope of work comprising of supply of Process License, Basic Design and Detailed Engineering, Procurement, supply, construction and erection of all civil, mechanical, electrical and instrumentation works, Testing, Pre-commissioning, Commissioning and Guarantee Test of completed individual plants within a period of last twenty (20) years reckoned from bid due date. These plants should be in satisfactory operation for at least 3 years from the date of Acceptance after successful guarantee test and shall be in operation from last one year reckoned from bid due date. A Certificate of successful Guarantee Test issued by the owner will have to be produced by the Bidder in support of fulfilling this criterion.

8.2.2.1 The Leader of the Consortium, meeting the requirement as per clause 8.2.2.1 above, must have executed Process Plants in any of the field of Oil, Gas, Refinery, Petrochemicals, Hydrocarbon or Fertilizer industries during the last Twenty (20) years reckoned from bid due date any one of the following:

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One Completed work costing not less than INR 20 billion or US \$ 314 million.

Or

Two Completed works each costing not less than INR 13 billion or US \$ 196 million,

Or

Three Completed works each costing not less than INR 10 billion or US \$ 157 million,

To meet the criteria (8.2.2.1) above, Bidder shall submit documentary proof such as Copy of Work Order /relevant Extract of Work Order and Completion/Acceptance Certificate. The Completion/Acceptance Certificate shall clearly indicate the LOA/Work Order no., 'Name of Work', 'Contract Value', Scope of Work, 'Contract period' and actual date of completion.

For clause 8.2.2.1 and 8.2.2.2, a Job executed by Leader of the Consortium/ Other Consortium member for its own plant/ project cannot be considered as experience for the purpose of meeting PQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting PQC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders (Leader of the Consortium/ Other Consortium member) to submit these documents in addition to the documents specified to meet PQC.



### 8.2.3 Financial Criteria:

- a) The Average Annual financial turnover of the Leader of the Consortium during the last three (3) preceding financial years i.e. 2016-17, 2015-2016, and 2014-2015 or calendar years 2016,2015, and 2014 of the bidder , should be at least INR 8 billion or US \$ 118 million.

Average Annual financial turnover of each of the other Consortium members, during the last three (3) preceding financial years i.e. 2016-17, 2015-2016, and 2014-2015 or calendar years 2016,2015, and 2014 of the bidder , should be at least INR 4 billion Or US \$ 59 million.

- b) Net Worth of each of the Consortium member should be positive for financial year as on 31 March 2017 or calendar year 31 December 2016 as applicable.
- c) The Consortium members will submit solvency certificate not more than six months old from the date of issue of NIT from their bankers whose value collectively shall not be less than INR 10 billion or US\$ 157 million or minimum credit ratings of "A" from ICRA/CRISIL etc OR equivalent reputed institutions, OR financing/credit limits from bank of value not less than INR 10 billion or US\$ 157 million valid as on date of issue of ITB.

To meet the criteria (a & b) above, each Consortium member shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) years i.e 2016-17, 2015-2016, and 2014-2015 or calendar years 2016,2015, and 2014.

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**NOTE:**

- i. For PQ criteria in respect of Order value/Turn Over/ Net worth, in case PQ Criteria indicated by the bidders is in foreign currency other than US\$, the exchange rate (as per RBI reference rate) for the relevant period shall be used for conversion to INR.
- ii. In case a Consortium member does not satisfy the financial criteria w.r.t. Annual Turnover & Net worth as above, on its own, then the Holding Company of such member would be required to meet the stipulated turnover requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the member would be required to furnish along with its bid, a letter of undertaking from the Holding Company, supported by Board Resolution, as per the prescribed format (Annexure 1.30), pledging unconditional and irrevocable financial support for the execution of the Contract by the member in case of award to the Consortium.

**8.2.4 Consortium & distribution of work**



The number of consortium members including the Leader shall not exceed three. Leader of the Consortium shall take minimum 60% of work of the contract value. The Leader of the Consortium and other Consortium Members shall be responsible for execution of the contract and all the activities of the Project for the entire contract period.

The identification of the Lead Bidder of the Consortium and the distribution of work, roles & responsibilities amongst the Consortium members will be clearly indicated in the form of Consortium Agreement (as per Annexure 1.24) duly signed by all the members of the Consortium and set forth in the Techno-Commercial Bid.

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.

All the members of the Consortium shall be liable jointly and severally for the performance of the contract and discharge of the contractor's obligations and liabilities under the Contract. An Apostille / notarized Authenticated Declaration to this effect shall be included in the bid and a similar statement shall be specifically included in the Form of contract (in case the bid is successful), which shall also be signed by the Consortium members in confirmation.

A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection

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Any member of the consortium shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium shall be put on 'Holiday'/'Negative list' by GAIL/CIL/RCF/FCIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.



### 8.3 Authentication of all documents submitted against PQC

All documents in support of Technology and Experience criteria of PQC to be furnished by the bidders shall necessarily be:

(a)	Indian Bidder	Duly certified / attested by Chartered Engineer and notary public with legible stamp
(b)	Foreign Bidder	<p>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.</p> <p>Further, supporting documents pertaining to Technology and 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. 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>

In support of Financial criteria of PQC, bidder is required to submit following:

(a)	Indian Bidder	<p>Shall submit "Details of Financial capability of bidder" in prescribed format <b>(Annexure 1.31)</b> duly signed &amp; stamped by a chartered accountant.</p> <p>Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.</p>
(b)	Foreign Bidder	<p>Shall submit "Details of Financial capability of bidder" in prescribed format <b>(Annexure 1.31)</b>, duly signed &amp; stamped by a chartered accountant.</p> <p>Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country. However, member countries of Hague Convection 1961, supporting documents pertaining to financial PQC certified "Apostille affixed by Competent authorities designated by the government of bidder's country" shall also be acceptable.</p>

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## 9.0 PRE-BID MEETING

- 9.1 The bidder may submit any queries/clarification/information pertaining to bidding documents in writing delivered by hand or by Fax or by E-mail as per Annexure-1.10 enclosed in the bidding documents so as to reach PDIL not later than the date specified in the Letter Inviting Bid. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.
- 9.2 The bidder or his authorised representative(s), is advised to attend a pre-bid meeting as indicated in the Letter Inviting Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised at that stage by Bidders.
- 9.3 The Owner's responses to Bidder's queries/clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting/conference shall be issued as Addendum/Amendment/Corrigendum.

## 10.0 EARNEST MONEY DEPOSIT (EMD)

- 10.1 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).

In case of Consortium, the EMD has to be submitted by the Consortium bidder or any member of the consortium.

- 10.1.1 In case EMD is submitted in form of BG, then the EMD offered shall be an irrevocable Bank Guarantee, issued by any bank appearing in the list of OWNER approved banks,(Annexure-1.20), on a stamp paper of appropriate value. Proforma of the Bank guarantee is enclosed as Annexure-1.15.
- 10.1.2 The Bank Guarantee shall be valid for a period of Bid Validity plus nine months claim period. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.



Or

In case EMD is submitted in form of DD/Bankers Cheque, then the EMD should be in favour of M/s Talcher Fertilizer limited payable at Bhubaneshwar for value as outlined in the Letter Inviting Bid for this NIT.

EMD will not carry any interest.

- 10.2 Any Bid not accompanied with EMD shall be rejected by the Owner/Consultant as being non-responsive.



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- 10.3 The EMD of unsuccessful Bidders will be returned by OWNER without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER, whichever is earlier. Where EMD has been paid by demand draft, the refund thereof shall be in the form of demand draft or NEFT in favor of the unsuccessful Bidder(s). Bidders may indicate the name and address in whose favour the said demand draft shall be drawn by the OWNER for refund failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Transmittal Letter.
- 10.4 The successful Bidder's EMD will be discharged upon the Bidder accepting and signing the Contract and furnishing the Security cum Performance Bank Guarantee.
- 10.5 The EMD shall be forfeited and appropriated by OWNER as mutually agreed loss and damage payable to OWNER for, inter alia, time, cost and effort of OWNER in regard to the NIT without prejudice to any other right or remedy to OWNER under the following conditions:
- a) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder
  - b) In case of Cartel of bids as per clause 17.3 of ITB, EMD should be forfeited.
  - c) If the bid is varied or modified in a manner not acceptable to the Owner during the validity or agreed extension validity period duly agreed by the bidder
  - d) Any effort by the bidder to influence the Owner on bid evaluation, bid comparison or contract award decision.
  - e) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - f) If the Bidder does not accept correction of arithmetical errors as stipulated at clause no 21.4 of this ITB.
  - g) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice.
  - h) In the case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with Signing of Contract

OR



If the successful bidder is seeking modifications to the agreed terms and conditions after issue of Letter of Acceptance ("LOA") and prior to signing of the Contract.

OR

If the successful bidder fails to furnish Security cum Performance Bank Guarantee as per provisions stipulated in bidding document.

## 11.0 COST OF BIDS

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and OWNER will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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## 12.0 MODIFICATION AND WITHDRAWAL OF BIDS



- 12.1 The Bidder may modify or withdraw its Bid after the Bid's submission, but before the last date and time of Bid submission as specified in this NIT provided that written notice of the modification or withdrawal is received by OWNER prior to the deadline prescribed for submission of Bids.
- 12.2 A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.
- 12.3 In case any clarifications are sought by the Owner after opening of tenders, then the replies of the bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after opening of Technical and Commercial bids without specific reference by the Owner shall render the bid liable to be rejected without notice and without further reference to the Bidder.
- 12.4 No bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration during the validity or agreed extension validity period duly agreed by the bidder. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its EMD.

## 13.0 INFORMATION REQUIRED WITH THE BID

- 13.1 All technical information shall be furnished as per Part-II, Section 13. In addition, the bidder shall ensure that Technical and Unpriced Commercial Bid has been submitted as per clause 21.4
- 13.2 Any bid not containing sufficient descriptive material to describe accurately the process details, functioning of various sections of the Plants, equipment proposed and other necessary details may be treated as incomplete and hence rejected. Such descriptive material and drawings submitted by the Bidder will be retained by the Owner. Any major deviation from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 13.3 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.
- 13.4 Requirement of Manpower for Operation of Plant
- 13.4.1 Bidder shall furnish tentative manpower requirement with break up for operation of plant during commissioning, trial runs and guarantee tests.
- 13.4.2 Bidder shall also furnish a tentative break up of manpower requirement for the normal operation of the plant as per best operation practice.

## 14.0 LOCAL CONDITIONS

- 14.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents.



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Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

- 14.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in INDIA and rules related to work permit and visa requirements in INDIA or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.
- 14.3 In their own interest, the foreign bidders are particularly requested to familiarize themselves with the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, 1962, including any amendments thereof and other related acts and laws prevalent in India.
- 14.4 The Owner shall not entertain any request for clarification from the bidder, regarding such local conditions.
- 14.5 The Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment and to have made all necessary allowances and provisions to ensure that the PLANT will meet all technical specification prescribed hereunder including the specified performance requirements and guarantees and be entirely suitable for the purpose for which it is intended. Accordingly, at the time of submission the Bid Price will, without extra price and/or extension of time, be held to include everything implicitly or otherwise required or necessary for the proper and timely completion of the WORK including ACCEPTANCE OF PLANT in accordance with the CONTRACT. Further, in case of any contract awarded under these specifications and documents, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 14.6 Visit to site is optional and at BIDDER's cost and expense.



#### **15.0 PRICE BASIS & CURRENCY OF BIDS**

- 15.1 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.

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- 15.2 LSTK price to be quoted by the LSTK contractor shall be fixed and firm and shall be valid until completion of the Contract to be executed by the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.
- 15.3 Talcher site is located at Vikrampur in Angul district of Odisha, India and LSTK bidder are required to check & confirm before bidding for applicability of taxes & duties for the procurement of supply and services/works by them for the execution of contract.
- 15.4 The firm CONTRACT Prices quoted by the Bidder shall be inclusive but not be limited to the following:
- a) Process licence fee
  - b) Basic Engineering and Detailed Engineering
  - c) Supply of plant, equipment, bulk materials, catalysts, adsorbents, chemicals, lubricants etc.
  - d) Custom Duty, , Indian Income Tax, as all taxes applicable under GST, etc.
  - e) Supply of spares and consumables, catalysts, adsorbents, lubricants, chemicals for commissioning. , sustained load test run, GTR,
  - f) Consumables, adsorbents, lubricants and chemicals at 100% load for 6 months operation after GTR.
  - g) 6 months of supervisory operation & maintenance assistance after GTR
  - h) Mandatory spares/ Insurance spares.
  - i) Civil and structural works.
  - j) The charges for custom clearance, port handling and onward dispatch to site and forwarding charges if applicable.
  - k) Freight up to Site, including taxes.
  - l) Unloading, storage at site, site assembly, erection, pre-commissioning and commissioning until preliminary acceptance of the plant.
  - m) Cost of insurance during ocean, air and inland transit, storage erection, pre-commissioning and commissioning until acceptance and handing over of the complete plant as per technical specifications and scope of work and the cost of third party liability including insurance for OWNER's surrounding properties, insurance for CONTRACTOR's personnel and insurance for discharging the statutory obligation under the local laws.
  - n) Inspection and expediting charges.
  - o) Project management and overheads.
  - p) Guarantee test run and handing over the plant to the OWNER.
  - q) Any other cost for performing WORK under CONTRACT including completion in all respects of the Scope of Work.

The Bidders shall quote in their proposals, in Envelope-III, the firm Lumpsum price for the entire scope of work as per Schedule of Prices, (Refer Annexure-1.2), inclusive of all taxes, duties, levies etc. as applicable and duly indicated separately.

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15.5 Supply of Optional Services (Refer Annexure-1.2, Part-I, Section-F ), Schedule of Daily/Hourly rates for change of Work Order (Refer Annexure-1.2, Part-II Section-F ) and Bidder's recommended two years operational spares (Refer Annexure-1.2, Part-III Section-F ) shall also be submitted in the Price Bid Envelope-III.

15.6 All bank charges of bidder's bankers shall be to the Bidder's account and all Bank charges of Owner's bankers shall be to Owner's account.

15.7 Income Tax, or any other tax and surcharge as applicable shall be deducted at source from the bills of the contractor and a certificate to that effect shall be issued by the Owner.

#### **16.0 INDIAN AGENT'S COMMISSION**

16.1 Each bidder shall be required, along with the bid to give a declaration in Annexure-1.18 that no Indian Agent is involved in the transaction. Further, the Bidder shall be deemed to have represented to the OWNER / CONSULTANT that it has not paid any commission whatsoever to any person, whether towards agency commission or otherwise, for the purposes of submission of its Bid.

#### **17.0 NUMBER OF BIDS**

17.1 A bidder shall on no account submit more than one bid either directly or indirectly.

17.2 A bidder shall be deemed to have submitted an indirect bid if (i) the bidder is a consortium member in an another independent bid or (ii) a subsidiary (partly or wholly owned) of the bidder is participating as a direct or consortium member in an another independent bid.



17.3 If a bidder makes more than one bid and/or directly or indirectly participates in another bid as contemplated under 17.2 above, all the bids of the bidder, including the bid of the bidder in whose bid the first named bidder has directly or indirectly participated, may be considered as cartel bids and may be rejected. If the factum of such bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated pursuant to the provisions for termination contained in the General Conditions of Contract.

#### **18.0 CONFIDENTIALITY OF DOCUMENTS**

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to OWNER

#### **19.0 DUTIES AND TAXES**

19.1 The rates in case of foreign as well as Indian bidders shall include all duties, taxes and levies etc. including but not limited to customs duty, applicable taxes & duties under GST, personnel and corporate tax as applicable.

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19.2 Bidders are required to ascertain themselves the prevailing rates of customs all applicable taxes & duties under GST including income tax rates as applicable on the scheduled date of submission of price bids and Owner would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the Owner as regards to payment of duties and taxes would be governed by Clause 13.0 of Special Conditions of Contract on subsequent legislation.



19.3 The payment towards all Indian Taxes and duties will be reimbursed by OWNER in Indian rupees at actuals limited to the amount indicated in their bid except for statutory variation which shall be governed by clause no 13.1 of Special Conditions of Contract.

Any changes in statutory rules and regulations under GST regime shall be followed by Contractor.

## 20.0 ZERO DEVIATION AND REJECTION CRITERIA

20.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained below. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. TFL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. TFL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this " Bidding Documents", and submit all requisite documents as mentioned in this "Bidding Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

20.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

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- a. Firm Price
- b. Earnest Money Deposit
- c. Specifications & Scope of Work
- d. Schedule of Rates/ Price Schedule / Price Basis
- e. Time/Completion schedule
- f. Validity of Bid
- g. Payment Terms
- h. Mutually Agreed Damages
- i. Overall Ceiling on Total Liability
- j. Security cum Performance Guarantee
- k. Guarantee / Defect Liability Period
- l. Patent Infringement and Indemnification
- m. Arbitration / Settlement of Dispute
- n. Governing Laws, Language and Measures
- o. Force Majeure
- p. Integrity Pact,
- q. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.3 Examination of bids and determination of responsiveness



20.3.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:-

- (a) Meets the "Pre-Qualification Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Owner may require to determine responsiveness pursuant to Clause-20.3.2 of this ITB.

20.3.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

20.3.3 A material deviation, reservation or omission is one that,

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- a) If accepted would,
- i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

20.3.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

20.3.5 If a Bid is not substantially responsive, it may be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

## 21.0 SUBMISSION OF BIDS

21.1 The Bidder is expected to examine all instructions, forms, terms and conditions in the NIT. The NIT together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required or submission of a Bid not responsive to the NIT in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

21.2 The Bidder must submit the bids in three parts each in separate sealed cover prominently superscribed as Envelope I, II, III and also indicating on each of the envelope the NIT Number and date of opening. These three envelopes shall be superscribed in the following manners:

**ENVELOPE-I** EARNEST MONEY DEPOSIT/BID SECURITY, INTEGRITY PACT AND LETTER OF NO DEVIATION AS SPECIFIED IN BIDDING DOCUMENTS



**ENVELOPE-II** PRE-QUALIFICATION BID, TECHNICAL AND UNPRICED COMMERCIAL BID (Including Un-priced Annexure 1.2)

**ENVELOPE-III** PRICED BID (strictly as per SCHEDULE OF PRICES format attached as Annexure 1.2)

Each part and each envelope will be separately sealed and marked. All the above three envelopes (ENVELOPE-I, II & III ) shall be kept in a separate envelop called "COVER ENVELOPE".

21.2.1 **ENVELOPE-I** of the bid shall contain the following:



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- a. Earnest Money Deposit (EMD) for an amount indicated and in the manner as detailed in Clause no 10.0. Bids without Earnest Money Deposit (EMD) may be rejected.
- b. Integrity Pact as per NIT Format duly signed and stamped.
- c. Letter of no deviation

21.2.2 **Pre-qualification Bid and Technical and Commercial Bid shall be submitted in two Parts, as specified below.**

**ENVELOPE-II shall contain Pre-qualification Bid and Technical and Un-priced Commercial Bid in two Parts, as specified below.**



The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

#### **PART-I.**

##### **Pre-Qualification Bid: (Refer Clause 8.0)**

- i) Letter of submission and synopsis of the proposal
- ii) Organization Profile covering (a) Name & address of the organization with telephone, fax, e.mail nos. with contact persons (b) history & structure of the organizations with names of directors & chief executives of bidder (in case of single bidder) / all members of consortium (in case of consortium bid).
- iii) Copy of Article of Association of the Company or Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company of bidder (in case of single bidder) / all members of consortium (in case of consortium bid)..
- iv) Consortium Agreement as per Annexure-1.14 (if applicable)
- v) A copy of Letter of support/MOU/ letter of undertaking by the Process Licensor(s) to the Bidder stating clearly that the Process Licensor(s) will provide the respective Process License and Basic Design to the Bidder in case they are successful for award of the contract for the said Project.
- 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 proof in support of prequalification requirement.



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- viii) Bidder Pre-qualification Criteria in favour of Financial criteria as per Exhibit-3 along with documentary proof in support of prequalification requirement
- ix) Solvency Certificate from Bidders' bankers as per Annexure 1.26. Date of issue of this certificate should not be more than six months old from the date of issue of NIT
- x) A declaration shall be submitted to the effect that Bidder/Consortium members shall not be under liquidation, court receivership or similar proceedings.
- xi) The Bidder shall give a declaration that it /they have or had not been banned, or blacklisted / de-listed by any Government / Quasi-Government / Public Sector Undertaking. If such declaration is not given together with the Offer, their bid will be rejected as incomplete. If a Bidder has been so banned, or blacklisted / de-listed, that fact must be clearly stated and it may not necessarily be a cause for disqualifying such Bidder. If it is found at a later date that the Contractor has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, the Owner reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee.
- xii) Power of Attorney of Bid Signatory from the competent authority

#### **PART-II.**

Technical and Unpriced Commercial Bid shall contain following Sections:

- SECTION-I:**
  - i) Photocopy of EMD/Earnest Money Deposit (EMD) as submitted in Envelope-I
  - ii) Bid Form as per Annexure-1.1
  - iii) Commercial Questionnaire as per Annexure-1.3
  - iv) Information of Bidder as per Annexure-1.7.
- SECTION-II:**
  - i) Detailed execution philosophy of work as per Annexure-1.8, 1.8A,1.8B,1.8C,1.8D
  - ii) Description of Process technology as per Annexure-1.9
  - iii) Description of the Performance Guarantees as per Annexure-1.11
  - iv) Bidder's Proposed Schedule as per Annexure-1.12
  - v) Declaration by the Bidder Regarding Bidding Document as per Annexure-1.13
- SECTION-III**
  - i) Proforma of Certificate of Non-Involvement of Indian Agent as per Annexure-1.18.
  - ii) Contents of Bid and Check List as per Annexure-1.21.
  - iii) Master Index and copies of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page

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as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.

- iv) Letter of Waiver of Conditions/Deviations as per Annexure-1.19
- SECTION-IV:** i) Blank copy of Schedule of Lumpsum Prices indicating “**Quoted/Included**” against each head and duly stamped & signed on each page, strictly as per as per Annexure-1.2, failing which bid may be rejected.  
Submission of unpriced “S curve” (Annexure 1.2) mentioning “QUOTED” in all columns.
- SECTION-V:** i) Vendor List prepared by Bidder for items not covered in OWNER’s Vendor List. While submitting the additional vendor list bidder has to ensure the following points.

As it is not possible to ascertain credentials of all the added vendors by Bidders by Owner, with regard to the additional vendors proposed by Bidder, following prequalification criteria, with respect to Past Performance / Experience for any Equipment/machinery shall be applicable:



1. The Vendor during the last 15 ( fifteen ) years, should have designed, manufactured (under third party inspection agencies like Lloyds Register/TUV/BVIS) and supplied at least TWO similar Plant Equipment or Machinery for similar duties and operating conditions and same should be operating satisfactorily after installation for at least TWO years.

The LSTK Bidders should satisfy themselves that sufficient documentary proof is submitted such as:

- a. Copy of Purchase Orders with full technical details of the equipment
- b. Certificate from user regarding satisfactory performance.
- c. Accreditation from third party inspection agencies like Lloyds Register, TUV, BVIS.
- d. Availability of After Sales Service and Spares in India.
- e. Availability of ASME Certification and its validity.

The LSTK Bidder shall certify suitability of such vendors as per above..

2. For all critical items: In addition to the above criteria the Vendor should also be approved by Process Licensor.



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- ii) A copy of MOU between the Detailed Engineering Consultant (in case the Bidder themselves are not the detailed designer) and Bidder that DE Consultant will carry out the assignment on award of the work order on the Bidder. A reference list of such plants for which the proposed detailed engineering consultant has carried out detailed engineering shall also be furnished.
- SECTION-VI:**
- i) Bidder shall furnish complete manpower requirement with break up for operation of plant during commissioning, trial runs, SLT and guarantee tests.
- ii) Bidder shall also furnish a complete break up of manpower requirement for the normal operation (six months of supervisory operation & maintenance assistance after GTR) of the plant as per best operation practice.
- SECTION-VII:**
- i) Technical Details/ documents specified under “Technical Information Required along with Bid”.
- SECTION-VIII:**
- i) Any other information required in the Bidding Documents or considered relevant by the Bidder.

For convenience, the Bid shall be compiled in the form of Specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial Unpriced Bid.

### 21.2.3 ENVELOPE-III (PRICE BID)

- 21.2.3.1 PRICED BID shall be submitted in a separate sealed envelope (ENVELOPE-III) duly signed and stamped on each page super scribing on the sealed envelope “**Price Bid – Do not Open**”. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. In case of any correction, the bidder shall put its signature and its stamp. Eraser fluid will not be allowed for making any correction.
- 21.2.3.2 Prices must be strictly filled in format for “Schedule of Prices (Annexure-1.2)” enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.
- 21.2.3.3 If the bidder fails to quote for any item in the price bid, it will be implied that such item is included elsewhere in the quoted prices. Also, wherever bidder has indicated “Not Applicable” / “Nil” and the same is required during execution of the contract it will be considered as included in the lump-sum price.
- 21.2.3.4 Bidder shall quote for all the items of "Schedule of Prices" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity

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though specifically not covered in description of item under "Schedule of Prices" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity

21.2.3.5 The Priced Bid shall also indicate total prices in figures as well as in words. The prices should be strictly quoted as specified in Annexure-1.2 otherwise the Bid may be rejected. The priced Bid containing any comments, remarks, conditions deviations etc, which is not indicated in the Technical and Commercial Bid, is liable to be rejected.

### 21.3 Bid Submission:

The Bidder's bid and the documents attached thereto shall be considered as forming a part of the Bid Documents. All bids shall be prepared by typing or printing with indelible black ink. The original and duplicate copies must be specified clearly on the cover of each envelope.

**All the above three envelopes (ENVELOPE-I, II & III ) shall be kept in a separate envelope called "COVER ENVELOPE" .**

**The COVER ENVELOPE shall be superscribed with the words-**

**"BID FOR AMMONIA UREA PLANT BASED ON COAL GASIFICATION", NIT No.: PNMM/PC009/E-4002 Dated 29.09.2017**

**Due date and time for Bid Submission: 09.01.2018, 16:00 Hrs (IST)**

**ENVELOPE-I, II & III are kept inside".**

**The complete name of bidder with address shall be mentioned at the bottom left portion of each envelope.**



**The COVER ENVELOPE shall be submitted at:**

- **1 Original + 4 copies + 1 soft copy in CD Form**

Projects & Development India Limited,  
(Materials Management Department)  
P.D.I.L Bhawan, A-14, Sector-1,  
Noida , (India)  
Fax no.:0120-2529801

**Kind Attention:**

Mr. P.R.Sahu  
Addl. General Manager (MM)

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Tel no. : 0120-2544063  
E-mail: prsahu@pdilin.com / anjali@pdilin.com / alam@pdilin.com

The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition, the left hand corner of the envelope or container should indicate the NIT number. The envelopes without above details on the covers shall be opened at Bidder's risk.

#### 21.4 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors.

Errors will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.



#### 22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids must be submitted not later than the time and date as specified in the Letter inviting Bid. OWNER/PDIL shall not be responsible for the loss of offer/bid in transit or for any postal delays in transit. Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered

22.2 The OWNER may extend this deadline for the submission of Bids by amending the NIT documents in accordance with Clause No. 4.0 of this ITB. In such case all rights and obligations of the OWNER and Bidders under this NIT shall be subject to the extended deadline.

#### 22.3 LATE BIDS

Bids received after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder in 'unopened condition'. The EMD of such bidders shall be returned along with the unopened bid.

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Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## 23.0 OPENING OF BIDS

23.1 OWNER will open Bids in the presence of Bidder's representatives who choose to attend at Date and time specified on cover page of NIT or as informed by OWNER. The Bidder's representative(s) present during the Bids opening shall sign a "Bids opening Status" sheet evidencing their attendance.

23.2 The Bidder's name, modifications, Bid withdrawal and the presence or absence of the requisite EMD and such other details, as the OWNER at its discretion may consider appropriate, will be announced during Bids opening.

23.3 The Bids shall be opened and evaluated in two stages:

### 23.3.1 **Stage-I: Opening & Review of EMD, Pre-Qualification Bid, Technical and Un-priced Commercial Bids**

On the date of Public Bid opening as indicated on the Letter Inviting Bid of this NIT, cover containing EMD, Integrity Pact and Letter of Waiver of Conditions/Deviations shall be opened and reviewed



The OWNER will review the Bank Guarantee (BG)/DD/Banker's Cheque submitted by Bidder against EMD, with respect to:

- a. its value,
- b. validity
- c. issuing Bank.
- d. The format attached with the tender document.
- e. Whether the BG has been issued in favour of the bidding company

In case, the Bidder has not submitted the EMD or the BG submitted by the Bidder is not as per the requirement of NIT with respect to the above mentioned parameters, the Bids submitted by them may be rejected.

If the EMD submitted by the Bidder is found to be in order with respect to above mentioned parameters but if there is a minor deviation with respect to the format enclosed with the NIT, the OWNER may at its discretion inform the Bidder who shall have to rectify the same before the date of opening of the Price Bid. In case the Bidder fails to rectify the EMD, it's Bids will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.

Thereafter, OWNER will open Pre-Qualification Bid, technical and un-priced commercial Bids of those Bidders, whose EMD, is found to be in order as described here above.

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OWNER/Consultant will first review Pre-qualification bid. Technical and Un-priced Commercial Bids shall be evaluated only for those bidders whose bid is found to be Pre-qualified based on the Pre-qualification Criteria.

### 23.3.2 **Stage – II: Opening of Price Bid**

The date of the opening of the Price Bid shall be intimated only to technically and commercially acceptable Bidders. The price bids of such shortlisted Bidders will be opened in the presence of Bidder's representative who choose to attend the opening of price bid event on the date and time to be intimated. The bidder's name, bid price and such other details as the OWNER at its discretion may consider appropriate, will be announced at the opening of price bids.

23.3.3 If the Bids as judged by the OWNER are unresponsive, the NIT may be declared void and a new procedure for selection of CONTRACTOR as deemed appropriate by OWNER may be adopted.

### 24.0 **POLICY FOR BID UNDER CONSIDERATION**

Bids shall be deemed to be "Under Consideration" immediately after they are opened and until such time that the official intimation of award / rejection is made by the Owner to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees / representatives on matters related to the bids under consideration.

The Owner, if necessary will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personnel contact as may be necessary. The Bidder will not be permitted to change the substance of the bid after the bid had been opened.



### 25.0 **DEPUTATION OF REPRESENTATIVE FOR TECHNICAL & COMMERCIAL DISCUSSIONS**

After opening of the Bids, to assist in the examination, evaluation and comparison of Bids, OWNER may, at its discretion, ask the Bidder for clarification on its Bid. The request for such clarification and the response shall be in writing either through fax or email.

Further OWNER may ask BIDDER to visit OWNER's/PDIL's office for technical, commercial or financial clarifications.

BIDDER is expected to undertake such visits and participate in such meetings as and when called by the OWNER. All costs related to such visits shall be borne by BIDDER.



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## 26.0 VALIDITY OF BID

26.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

26.2 The bids should be kept valid for acceptance for a period of 9 (Nine) Months from the date of opening of Unpriced Technical and Commercial Bids. A Bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.

26.3 In the event of OWNER seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

26.4 A Bidder agreeing to the request of OWNER seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly. However, Bidders request for revision/adjustment of Priced Bid under such circumstances will not be considered by the OWNER. The provisions of Clause-10.0 regarding discharge and forfeiture of EMD shall continue to apply during the extended period of Bid Validity

## 27.0 COMPLETE SCOPE OF SUPPLIES/SERVICES/WORK



27.1 The complete scope of supplies and work/services has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the bidding document shall be considered for further evaluation subject to meeting Pre-Qualification Criteria.

27.2 If the contractor is required to engage a sub-contractor for any part of work, then such sub-contractors shall have prior proven experience of similar work and shall require specific approval by OWNER.

Following the notification of Letter of Intent, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors in line with requirement of Annexure - 1.23

The list of construction Sub-Contractors proposed in the Bids by the Bidders shall be considered as indicative only.

27.3 If a proposed sub-contractor has been approved by the OWNER, the CONTRACTOR shall not replace such approved sub-contractor with another sub-contractor without obtaining the OWNER's prior approval for the proposed replacement.

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27.4 The Bidder shall along with the bid furnish its Project Execution Plan, as per Annexure 1.8, 1.8A, 1.8B, 1.8C, 1.8D which shall be evaluated for technical acceptability of the Bids.

27.5 Bidder shall ensure that the Project Execution Plan submitted by it are adequate for completing the work in all respects. All details as mentioned above shall be submitted along with Bid in the first instance.

## 28.0 EVALUATION AND COMPARISON OF BIDS

### 28.1 General

28.1.1 The OWNER wishes to finalize the award of work of the facilities covered under this bidding documents within a limited time schedule. OWNER expects bidders to confirm compliance to tender terms, conditions & Specifications, which shall stand frozen after Pre-Bid Conference, failing which the bids are liable to be rejected. Hence the bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.

28.1.2 Bids shall be evaluated based on the information / documents available in the bid. Hence bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying to the requirements of bid documents are liable to be rejected. Bidders are advised to fill up all Annexure carefully and provide reference to all relevant documents given in their Bid.



Bidders shall quote their prices / rates in firm figures and without any qualifications. Each figure stated shall also be repeated in words. Correction of Errors (if any) shall be done as per clause 21.4 above Bids containing qualifying expressions such as “subject to minimum acceptance” or “subject to prior sale” etc. will not be considered.

28.2 **The financial comparison shall be based on NPV arrived at using the following:**

#### 28.2.1 Lumpsum Price-

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.

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)

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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.

### 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.

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

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.

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.



28.4 Optional Prices quoted as per Annexure-1.2, shall not be considered for Bid Evaluation purpose.

### 29.0 PRICE VARIATION

The Bidder shall quote firm prices/ rates in the "Schedule of Prices (Annexure-1.2)". Firm prices/rates shall not be subject to any escalation during the contract period except as otherwise specifically provided in the NIT/ Contract documents. Bids with variable prices shall be disqualified.

### 30.0 REBATE

30.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of price bids, such reduction shall not

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be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

### 31.0 CONTACTING OWNER

31.1 A bidder shall not contact the OWNER on any matter relating to his bid from the time of priced bid opening to the time that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER in the OWNER's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.

### 32.0 AWARD OF CONTRACT

32.1 Subject to ITB Clause 34.0, the OWNER will award the CONTRACT to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the CONTRACT satisfactorily.

32.2 After selection, Letter of Intent ("LOI") as per mode of contracting shall be released by the OWNER to the selected Bidder.



32.3 The Bidder shall enter into a Contract Agreement with the OWNER as per clause 33.0, failing which the Bid Security/EMD is liable to be forfeited.

32.4 OWNER reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.

32.5 The mode of contracting with the successful bidder will be as indicated below:

- (i) First Contract: For CIF (Indian port-of-entry) supply of equipment/materials and mandatory spares to be supplied from abroad.
- (ii) Second Contract: For Ex-works (India) supply of domestically manufactured equipment/materials and mandatory spares.
- (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.
- (iv) Fourth Contract: For execution of Civil & Structural works incorporating all raw materials, cement and steel etc on Lump-sum basis.

(\*) **Note:** Separate Contracts may be entered into for different services as applicable.

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*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.*

### 33.0 **SIGNING OF CONTRACT AGREEMENT**

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.

### 34.0 **OWNER'S RIGHT TO ACCEPT/REJECT BIDS**

34.1 The OWNER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of OWNER's action.



34.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a CONTRACTOR's obligations under the contract. Consequently, if a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a complete disclosure of such arrangement or proposed arrangement in its proposal, and all provisions applicable to sub-contractor(s) in terms of bidding documents shall apply to such arrangements.

34.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the OWNER in the case of a bidder, the OWNER may reject such bidder's bid as not responsive.

34.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of contract and a ground of termination pursuant to the provisions of termination under the General Conditions of Contract.

### 35.0 **CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE**

35.1 As a Contract Security, a successful Bidder, to whom the work is awarded shall be required to furnish a Contract Security cum Performance Bank Guarantee (CS cum PBG) in the form attached as Annexure- 1.16 within thirty (30) days of issuance of LOI. The Bank Guarantee shall be issued by any bank appearing in the list as per Annexure-1.20. The Bank Guarantee amount shall be equal to ten per

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cent (10%) of the TOTAL CONTRACT PRICE and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in the CONTRACT. The Bank Guarantee shall be valid till Defects Liability period plus six months. In case of breach of contract the guarantee amount shall be payable to the Owner without any conditions whatsoever. This Bank Guarantee shall be an irrevocable Bank Guarantee.

35.2 Failure of the successful Bidder to comply with the requirement of Clause 35.1 above hereof shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and without prejudice to its rights and remedies as set forth in this bidding document or otherwise in law.

35.3 The CS cum PBG has to cover the entire contract value including extra works/services also. As long as the CS cum PBG submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CS cum PBG. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CS cum PBG.

### 36.0 GENERAL INSTRUCTIONS

36.1 Suitability of Plant

Before submitting his bid the bidder shall ensure that compliance with any requirements of the specification would not render the plant unsuitable in any respect for the purposes mentioned or inherent in the Specification. Should the Bidder consider that compliance with any requirements of the Specification would render the plant unsuitable, he shall submit a proposal or proposals for modifying the requirements and shall include these in the "Schedule of Deviations" from the specification.

### 36.2 TRANSFER OF TENDER DOCUMENTS/PROPOSAL



36.2.1 **Transfer of Bid submitted by one BIDDER to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted.**

36.2.2 OWNER reserves the right to verify all statements/information submitted to confirm the Bidder's claim on experience on the performance of equipment offered and capabilities of the Bidder to perform the Scope of Work. OWNER may inspect similar facilities built by the Bidder. Bidder shall co-ordinate and arrange for visit. However all expenses of such visit of OWNER's Officials / OWNER's Representative will be borne by OWNER.

36.2.3 OWNER shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.

36.2.4 Oral statements made by the Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the OWNER.

36.2.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

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- 36.2.6 Bidder will furnish the Bid with all relevant information's as called for. Bids with incomplete information are liable for rejection.
- 36.2.7 The Bid shall be submitted in line with clause wise compliance of this NIT.
- 36.2.8 Pre Bid Queries/clarifications shall be submitted as per Annexure 1.10.
- 36.2.9 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG shall be liable to be forfeited.

### 37.0 INTEGRITY PACT-

Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure 1.25, (executed on plain paper) and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. **Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the Bid and in such case the Bids shall not be opened.**