



LSTK -2 : SYNGAS PURIFICATION UNIT
(NIT NO.: PNMM/PC288/E/001)



CORRIGEMDUM - 4 (Commercial), Date 19.09.2024

SL. NO.	REFERENCE OF BIDDING DOCUMENT				EXISTING CLAUSE	AMENDED CLAUSE / TO BE READ AS
	Part/Sec.	Page No.	Clause No.	Subject /Heading		
1.	Letter Inviting Bid	1 of 4	4.0	Brief Scope of Work	Selection of LSTK CONTRACTOR for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre-Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 120 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis.	Selection of LSTK CONTRACTOR for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre-Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 120 60 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis. <u>Note: O&M service period of 120 months, wherever mentioned in the tender (NIT) shall be read as 60 months.</u>



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2.	Part 1 / PQC (Appendix-1)	2 of 8	1.1.1	SOLE BIDDER OR CONSORTIUM OR AN INCORPORATED JOINT VENTURE (JV)	Bids may be submitted by a Bidder who is a Sole Bidder or an incorporated joint venture company (JV) or a consortium of members along with a lead member ("Consortium"). However, [except in case of a sole Bidder], the successful Bidder emerged through tendering process should be a company incorporated in India prior to award of tender (LOA).	Bids may be submitted by a Bidder who is a Sole Bidder or an incorporated joint venture company (JV) or a consortium of members along with a lead member ("Consortium"). However, [except in case of a sole Bidder], the successful Bidder emerged through tendering process should be a company incorporated in India prior to award of tender (LOA).
3.	Part 1 / PQC (Appendix-1)	2 of 8	1.1.5	SOLE BIDDER OR CONSORTIUM OR AN INCORPORATED JOINT VENTURE (JV)	<p>The total number of Consortium members including their leader shall not exceed 03 (three). In case of consortium, Lead member in the consortium shall contribute at least 50% of the total equity and other consortium members shall contribute at least 20% of the total equity in the project, totaling to 100%. The equity participation of each member of the Consortium shall be specified in the Consortium Agreement.</p> <p>All the members/shareholders of the JV and the members/shareholders of the newly incorporated company (in case of a Consortium) shall sign the contract and shall be jointly and severally liable for the entire assignment.</p>	<p>The total number of Consortium members including their leader shall not exceed 03 (three). In case of consortium, Lead member in the consortium shall contribute at least 50% of the total equity work share (i.e. at least 50% of the total contract value) and other consortium members shall contribute at least 20% of the total equity work share (i.e. at least 20% of the total contract value) in the project, totaling to 100%. The equity work share participation of each member of the Consortium shall be specified in the Consortium Agreement.</p> <p>All the members/shareholders of the JV and the members/shareholders of the Consortium newly incorporated company (in case of a Consortium) shall sign the contract and shall be jointly and severally liable for the entire assignment.</p>
4.	Part 1 / Annex -	1 of 5	(3)		<p>.....[Lead Bidder]..... contributes% of the total equity and[other consortium</p>	<p>.....[Lead Bidder]..... contributes% of the total equity work share (i.e. % total contract value) and</p>






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	1.15, FORMAT FOR CONSO RTIUM AGREE MENT				<i>members]</i> contributes% of the total equity in the project, totaling to 100%.[other consortium members]..... contributes% of the total equity work share (i.e.% total contract value) in the project, totaling to 100%.
5.	Part 1 / PQC (Appendix-1)	4 of 8	New clause 2.2.4	EXPERIENCE CRITERIA	New clause 2.2.4	For clause 2.2.2, Bidder, Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.
6.	Part 1 / PQC (Appendix-1)	4 of 8	New clause 2.2.5	EXPERIENCE CRITERIA	New clause 2.2.5	Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).

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7.	PQC (Appendix-1)	4 of 8	New clause 2.2.6	EXPERIENCE CRITERIA	New clause 2.2.6	For clause 2.2.1 and 2.2.2, Bidder (Parent Company), bidding as Sole bidder or Leader/Member of Consortium/JV, shall be allowed to use the credential of its Subsidiary Company (either fully owned or where the parent company has a controlling interest of over 50% of the equity shares and over 50% of voting rights of the given subsidiary company and controls the composition of Board of Directors of the Subsidiary company). However, it would be necessary for a bidder to show that it has the relevant experience either on its own or in the name of such subsidiary”
8.	PQC (Appendix-1)	4 of 8	New clause 2.2.7	EXPERIENCE CRITERIA	New clause 2.2.7	For clause 2.2.1 and 2.2.2, 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.

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9.	Part 1/1.0 (Inst. To Bidders)	32 of 37	26.2	VALIDITY OF BID	<p>The bids should be kept valid for acceptance for a period of <u>365 days from the last date of opening of Unpriced Technical and Commercial Bids.</u> A Bid valid for shorter period may be rejected by the OWNER as being non-responsive.</p> <p>Under the exceptional circumstances, prior to expiry of the original Bid 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.</p>	<p>The bids should be kept valid for acceptance for a period of <u>365 270 days from the last date of opening of Unpriced Technical and Commercial Bids.</u> A Bid valid for shorter period may be rejected by the OWNER as being non-responsive.</p> <p>Under the exceptional circumstances, prior to expiry of the original Bid 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.</p>

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10.	Annx-1.3, COMME RCIAL QUESTI ONNAIR E	1 of 2	Sl. No. 8		Please confirm that your bid is valid for 365 days from the last date of opening of Technical and Unpriced commercial Bids.	Please confirm that your bid is valid for 365 270 days from the last date of opening of Technical and Unpriced commercial Bids.
11.	Part 1/1.0 (Inst. To Bidders)	5 of 37	2.0	SCOPE OF PROPOSAL	The present NIT specifies the requirement of selection of LSTK Contractor for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, Storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre-Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 120 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis.	The present NIT specifies the requirement of selection of LSTK Contractor for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, Storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre-Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 420 60 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis.

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12.	Part 1/1.0 (Inst. To Bidders)	6 of 37	6.1	(O&M) Period	<div>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:</div> <table><tr><td>a) Mechanical Completion</td><td>39 Months from Effective Date of Contract</td></tr><tr><td>b) Preliminary Acceptance</td><td>42 Months from Effective Date of Contract</td></tr><tr><td>c) Operation & Maintenance (O&M) Period</td><td>120 Months from the date of Preliminary Acceptance of Syngas Purification Plant</td></tr></table>	a) Mechanical Completion	39 Months from Effective Date of Contract	b) Preliminary Acceptance	42 Months from Effective Date of Contract	c) Operation & Maintenance (O&M) Period	120 Months from the date of Preliminary Acceptance of Syngas Purification Plant	<div>WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:</div> <table><tr><td>a) Mechanical Completion</td><td>39 Months from Effective Date of Contract</td></tr><tr><td>b) Preliminary Acceptance</td><td>42 Months from Effective Date of Contract</td></tr><tr><td>c) Operation & Maintenance (O&M) Period</td><td>120-60 Months from the date of Preliminary Acceptance of Syngas Purification Plant</td></tr></table>	a) Mechanical Completion	39 Months from Effective Date of Contract	b) Preliminary Acceptance	42 Months from Effective Date of Contract	c) Operation & Maintenance (O&M) Period	120-60 Months from the date of Preliminary Acceptance of Syngas Purification Plant
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b) Preliminary Acceptance	42 Months from Effective Date of Contract																	
c) Operation & Maintenance (O&M) Period	120-60 Months from the date of Preliminary Acceptance of Syngas Purification Plant																	
13.	Part 1/1.0 (Inst. To Bidders)	12 of 37	15.3 g)		120 months operation & maintenance (O&M) Services including supply of all spares and consumables	120-60 months operation & maintenance (O&M) Services including supply of all spares and consumables												
14.	Part 1/1.0 (Inst. To Bidders)	34 of 37	28.2.3	EVALUATION AND COMPARISON OF BIDS	28.2.3 O&M Cost The cost will include O&M Service Cost and Mandatory spare cost, which will be discounted at the rate of 10.0% p.a for O&M period of 120 months. For Mandatory spares, 20% of the spare cost will be considered on zero date and balance spare cost will be divided equally for the 10 years period and evaluated accordingly.	28.1.3 O&M Cost The cost will include O&M Service Cost and subsequent escalation and Mandatory spare cost, which will be discounted at the rate of 10.0% p.a for O&M period of 120 60 months. For Mandatory spares, 20% of the spare cost will be considered on zero date and balance spare cost will be divided equally for the 10-05 years period and evaluated accordingly.												

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15.	Part 1/1.0 (Inst. To Bidders)	34 of 37	28.3	EVALUATION AND COMPARISON OF BIDS	To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in foreign currency into Indian rupees at reference rate of the concerned foreign currency, available on RBI website, on the date of opening of price bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.	<p>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, Bill Selling (foreign exchange) Rate of State Bank of India (SBI), on the date of opening of price bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.</p> <p>In case, the SBI Bill Selling rate is not available, RBI reference rate shall be considered.</p>
16.	Part 1/2.0 (GCC)	4 of 96	1.0	SCOPE OF CONTRACT	<p>SUPPLY OF PROCESS LICENSE, BASIC DESIGN AND DETAILED ENGINEERING,</p> <p>.....</p> <p>.....</p> <p>PERFORMANCE GUARANTEE TEST RUN, 120 MONTHS O&M SERVICE, TOTAL PROJECT MANAGEMENT AND HANDING OVER OF SYNGAS PURIFICATION UNIT /PLANT AND ITS ASSOCIATED FACILITIES ON A LUMP-SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY BASIS.</p>	<p>SUPPLY OF PROCESS LICENSE, BASIC DESIGN AND DETAILED ENGINEERING,</p> <p>.....</p> <p>.....</p> <p>PERFORMANCE GUARANTEE TEST RUN, 120 60 MONTHS O&M SERVICE, TOTAL PROJECT MANAGEMENT AND HANDING OVER OF SYNGAS PURIFICATION UNIT /PLANT AND ITS ASSOCIATED FACILITIES ON A LUMP-SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY BASIS.</p>

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17.	Part 1/2.0 (GCC)	4 of 96	1.1	Scope of Contract	The Grant of Licence, Carrying out Basic Engineering, Detailed Engineering, Conducting HAZOP / HAZAN/SILStudy and incorporating its recommendation in the Project, Supply of PLANTS and Associated Cooling Towers, EQUIPMENT, Machinery, accessories, auxiliaries, sparesas per CONTRACT specifications, supply of final DRAWINGS &DOCUMENTS etc. on LSTK basis.	The Grant of Licence, Carrying out Basic Engineering, Detailed Engineering, Conducting HAZOP / HAZAN/SILStudy and incorporating its recommendation in the Project, Supply of PLANTS and Associated Cooling Towers , EQUIPMENT, Machinery, accessories, auxiliaries, sparesas per CONTRACT specifications, supply of final DRAWINGS &DOCUMENTS etc. on LSTK basis.
18.	Part 1/2.0 (GCC)	4 of 96	1.6	SCOPE OF CONTRACT	The scope of CONTRACT shall include supply of spares and consumables, solvents, catalysts, adsorbents, lubricants, chemicals for commissioning, sustained load test run, GTR and 120 months operation & maintenance (O&M) Services of the plant. The scope of CONTRACT shall also include Insurance spares and Mandatory spares.	The scope of CONTRACT shall include supply of spares and consumables, solvents, catalysts, adsorbents, lubricants, chemicals for commissioning, sustained load test run, GTR and 120 60 months operation & maintenance (O&M) Services of the plant. The scope of CONTRACT shall also include Insurance spares and Mandatory spares.

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19.	Part 1/2.0 (GCC)	53 of 96	40.3	FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS	"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75 CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.	Disputes or differences relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Department), shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14th December 2022 and its Amendments issued from time to time and the decision of AMRCD on the said dispute will be binding on both the parties.
20.	Part 1/3.0 (SCC)	12 of 52	1.2.11.8		SPARES, SPECIAL MAINTENANCE TOOLS, LUBRICANTS, CHEMICALS AND CONSUMABLE FOR 120 MONTHS O&M PERIOD [.....]	SPARES, SPECIAL MAINTENANCE TOOLS, LUBRICANTS, CHEMICALS AND CONSUMABLE FOR 120 60 MONTHS O&M PERIOD [.....]

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21.	Part 1/3.0 (SCC)	26 of 52	3.1	Changes In Work/Change Order	Changes may consist of additions, deletions or revisions of or to the Scope of Work, and may cause the CONTRACT PRICE, the work schedule or the GUARANTEED COMPLETION DATE or any other CONTRACTOR's WARRANTIES to be adjusted.	Changes may consist of additions, deletions or revisions of or to the Scope of Work, and may cause the CONTRACT PRICE, the work schedule COMPLETION PERIOD or the GUARANTEED COMPLETION DATE or any other CONTRACTOR's WARRANTIES to be adjusted.
22.	Part 1/3.0 (SCC)	30 of 52	11.7		The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit all invoices for a particular month under a single covering letter (once in a month) based on the billing schedule duly certified by OWNER with related documents.	The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit all invoices on monthly basis for a particular month under a single covering letter (once in a month) based on the approved billing schedule duly certified by OWNER with related documents.
23.	Part 1/3.0 (SCC)	50 of 52	20.2	MUTUALLY AGREED DAMAGES (MAD) For Failing to Meet Works Cost Guarantee	CONTRACTOR shall guarantee as detailed in Part-II, Technical: Section-8.0. In the event works cost as specified hereunder. For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay MUTUALLY AGREED DAMAGES equal to 1.0% of the TOTAL CONTRACT PRICE. If the Guaranteed Works cost as demonstrated shall be considered as breach of Contract.	CONTRACTOR shall guarantee as detailed in Part-II, Technical: Section-8.0. In the event works cost as specified hereunder. For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay MUTUALLY AGREED DAMAGES equal to 1.0% 2.0% of the TOTAL CONTRACT PRICE. If the Guaranteed Works cost as demonstrated shall be considered as breach of Contract.

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24.	Part 1/3.0 (SCC)	43 of 52	16.0		DEEMED ACCEPTANCE	Referred clause stands deleted
25.	New Clause_23.0 of SCC					New Clause_23.0 of SCC_Additional Provisions for PAC is enclosed
26.	PRICE VARIATION CLAUSE, CLAUSE 12.0 OF SCC					Revised PRICE VARIATION CLAUSE, CLAUSE 12.0 OF SCC (Rev. 01) is enclosed
27.	TERMS OF PAYMENT, CLAUSE 14.0 OF SCC (Rev. 01)					Revised TERMS OF PAYMENT, CLAUSE 14.0 OF SCC (Rev. 01) is enclosed
28.	PREAMBLE TO SCHEDULE OF PRICES, Annexure-1.2, Rev. 0					Revised PREAMBLE TO SCHEDULE OF PRICES, Annexure-1.2, (Rev.1) is enclosed