



**ELECTRICAL DISTRIBUTION SYSTEM ON A LUMP-SUM  
TURNKEY BASIS (LSTK)" AT  
TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)**



Date: 07.06.2021

**AMENDMENT-V to NIT No. : PNMM/PC-183/E-4006/NCB DATED 27.03.2021**

**Sub.: ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT RESPONSIBILITY BASIS.**

This is for information to all Bidders who are willing to participate in the subject NIT, that Amendment-V dated 07.06.2021 is being issued and shall be read in conjunction to the NIT and subsequent amendment issued till dated.

**\*All other terms and conditions of the NIT shall be as per original NIT and subsequent Amendment(s).**

For & on behalf of  
Talcher Fertilizers Limited

(P.R. Sahu)

Addl. General Manager (MM)  
Projects & Development India Limited  
Tel. No.: +91-120-2544063



**ELECTRICALLDISTRIBUTION SYSTEMAT TALCHER FERTILIZER LIMITED, ODISHA (INDIA)**

**TENDER NO.: PNMM/PC-183/E-4006/NCB dated 27.03.2021**



**AMENDMENT No.: V dated 07.06.2021**

Sl. No.	Reference of Bidding Document				Existing Clause	Amended Clause
	Part / Sec	Page No.	Clause No.	Subject / Heading		
<b>SECTION-II, BID EVALUATION CRITERIA &amp; EVALUATION METHODOLOGY</b>						
1	S-II-A	8	1.2, c)	Technical Criteria	An undertaking by the OEM that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.	An undertaking by the OEM ( <b>as per proforma attached as Form F-32</b> ) that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.
2	S-II-A	11	5.0 (i) (Third Para)	Documents to be submitted for Compliance to BEC	To meet criteria of “Non-OEM” at Sl. no. 1.2, Bidder must submit copy(ies) of (a) MOU between bidder and concerned OEM of GIS for providing Design, Engineering, Supply, Erection/ Supervision of erection, and Commissioning of GIS System (b) Legally enforceable undertaking (jointly with the GIS Manufacturer) (c) Undertaking on letter head of OEM regarding submission of <b>2% Performance Bank Guarantee</b> in case order is awarded to MOU partner (successful bidder).	To meet criteria of “Non-OEM” at Sl. no. 1.2, Bidder must submit copy(ies) of (a) MOU between bidder and concerned OEM of GIS for providing Design, Engineering, Supply, Erection/ Supervision of erection, and Commissioning of GIS System (b) Legally enforceable undertaking (jointly with the GIS Manufacturer) (c) Undertaking on letter head of OEM regarding submission of <b>-2 0.6% Performance Bank Guarantee</b> in case order is awarded to MOU partner (successful bidder).
<b>SECTION-III, INSTRUCTION TO BIDDERS (ITB)</b>						
3	S-III	50	Clause No.	FOR PROJECTS	Where Poor/Non-Performance leading to termination of	Where Poor/Non-Performance leading to termination of contract

Sl. No.	Reference of Bidding Document				Existing Clause	Amended Clause
	Part / Sec	Page No.	Clause No.	Subject / Heading		
			3.1 (v) (B) of Annexure-II of ITB		contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC Consultancy)	or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. <del>3.16.1</del> <b>34.2.3</b> of GCC)
4	S-III	52	Clause No. 3.3 (v) (B) of Annexure-II of ITB	FOR OPERATION & MAINTENANCE	Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC Consultancy)	Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. <del>3.16.1</del> <b>34.2.3</b> of GCC)
<b>SECTION-IV, GENERAL CONDITIONS of CONTRACT (GCC)</b>						
5	S-IV	6 of 77	1.0 (40)	DEFINITION OF TERMS AND INTERPRETATION	'NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation.	'NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post/ <b>e-mail</b> to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation. <b>Further, E-mails addressed to designated official (s) of the Company shall also be accepted.</b>
6	S-IV	13 of 46	1.2.8.9.3	Delivery/Time Schedule and Documents	In case of delay beyond the stipulated COMPLETION PERIOD, for reasons not attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER ,even though provisional extension of COMPLETION PERIOD time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.	In case of delay beyond the stipulated COMPLETION PERIOD, <b>(except for reasons not</b> attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER),even though provisional extension of COMPLETION PERIOD time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.

Enclosure: Form F-31

**Form F-32.**

**FORMAT OF UNDERTAKING FROM 'OEM' REGARDING SUBMISSION OF ADDITIONAL PERFORMANCE BANK GUARANTEE / CONTRACT PERFORMANCE SECURITY IN CASE THEIR MOU PARTNER BECOMES THE SUCCESSFUL BIDDER**

**(to be submitted on letter head of OEM)**

To,

M/s Talcher Fertilizers Limited

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SUB:

TENDER NO:

Dear Sir,

We M/s..... (one of the approved OEM as per the list of 'approved OEM' mentioned in the Tender) having Registered Office at ... hereby confirm that we have clearly understood the requirement of Additional Contract Performance Security (CPS) specified in the tender document

We also hereby confirm that in case our MOU partner M/s..... having Registered Office at..... becomes the successful bidder, then we shall submit the Additional Performance Bank Guarantee / Contract Performance Security (as per prescribed format, i.e., F- 4) for an amount equal to 0.6 % (zero-point six percent) of the Total Contract Price (excluding GST) within 30 days of issuance of Fax of Acceptance by TFL to the successful bidder. This performance guarantee shall be in addition to the Contract Performance Security to be submitted by the successful bidder. The validity of this Additional Performance Bank Guarantee / Performance Bank Guarantee shall be same as that of Contract Performance Security to be submitted by the successful bidder (including extensions, if necessitated).

Place:

[Signature of Authorized Signatory of OEM]

Date:

Name:

Designation:

Bidder Name:

Seal: