



CORRIGENDUM-II DATE: 25.04.2018
NIT NO.: PNMM/PC161/E/001 DATED 29.03.2018
(Commercial)



Sl. No.	Particular (Part / Section / Clause)	Existing Entries	Modified Entries (To read as)
1	Part-I/Sec 1.0(ITB)/Cl. 35.1	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as Annexure-1.11 within thirty (30) days of issuance of LOI. This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any Nationalised / Scheduled Bank of RBI on a non judicial stamp paper of appropriate value and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications.	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish Security cum Performance Bank Guarantee(s) in the form attached as Annexure-1.11 within the timelines specified in SCC. These Bank Guarantee(s) shall be an irrevocable Bank Guarantee, issued by any Nationalised / Scheduled Bank of RBI on a non-judicial stamp paper of appropriate value and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications.
2	Part-I/Sec 3.0(SCC)/Cl. 20.1.1	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as Annexure-1.11 within thirty (30) days of issuance of LOI. This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any Nationalised / Scheduled Bank of RBI on a non judicial stamp paper of appropriate value and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications.	As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish Security cum Performance Bank Guarantee(s) in the form attached as Annexure-1.11 within the timeline specified at Clause 20.1.2 of SCC. These Bank Guarantee(s) shall be an irrevocable Bank Guarantee, issued by any Nationalised / Scheduled Bank of RBI on a non-judicial stamp paper of appropriate value and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications.
3	Part-I/Sec 3.0(SCC)/Cl. 20.1.2(a)	1(one) CPBG shall be for WPT & DM Plant & CPU. The Bank Guarantee amount shall be equal to ten per cent (10%) of the Total PRICE Component of WPT & DM Plant & CPU work. The Performance Bank Guarantee shall be valid for a period till Preliminary Acceptance of WPT & DM Plant & CPU Work by Owner i.e 32 (Thirty Two) Months from the date of LOI plus Defect Liability period of 12 months plus a claim period of 90 days.	1(one) CPBG shall be for WPT & DM Plant & CPU. The Bank Guarantee amount shall be equal to ten per cent (10%) of the Total PRICE Component of WPT & DM Plant & CPU work. The contractor shall be required to furnish this CPBG in the form attached as Annexure-1.11 within thirty (30) days of issuance of LOI. The Performance Bank Guarantee shall be valid for a period till Preliminary Acceptance of WPT & DM Plant & CPU Work by Owner i.e. 32 (Thirty Two) Months from the date of LOI plus Defect Liability period of 12 months plus a claim period of 90 days.

			<p><i>However, the Contractor shall be allowed to reduce the value of this CPBG by an amount equal to 10 % of aggregate value of TOTAL PRICE component of WPT & DM Plant(s), on expiry of 90 days after actual completion of Defect Liability period (i.e. of 12 months) from Preliminary Acceptance of WPT & DM Plant.</i></p>
4	Part-I/Sec 3.0(SCC)/Cl. 20.1.2(b)	1(one) CPBG shall be for O&M Services. The Bank Guarantee amount shall be equal to ten per cent (10%) of the TOTAL O&M PRICE. The Performance Bank Guarantee shall be valid for a period 45(Forty Five) Months from the date of LOI plus a claim period of 90 days	<p>1(one) CPBG shall be for O&M Services. The Bank Guarantee amount shall be equal to ten per cent (10%) of the TOTAL O&M PRICE. The contractor shall be required to furnish this CPBG in the form attached as Annexure-1.11 before or along with the submission of invoice for due payments on PRELIMINARY ACCEPTANCE of WPT & DM Plant. The Performance Bank Guarantee shall be valid for a period of 24(Twenty Four) Months from the date of PRELIMINARY ACCEPTANCE of DM & WPT Plant(s) or 13 (Thirteen) Months from the date of PRELIMINARY ACCEPTANCE of CPU Plant plus a claim period of 90 days, whichever is later.</p>
5	Part-I/Sec 3.0(SCC)/Clause 14.3.1 (iv)	10% (Ten percent) of total Supply value of respective Plant on issue of MECHANICAL COMPLETION Certificate for respective Plant.	<p>a) for DM Plant (i) 3.3% (Three point Three percent) of total Supply value of DM Plant on COMMISSIONING of first stream of DM Plant (ii) 6.7% (Six point Seven percent) of total Supply value of DM Plant on issue of MECHANICAL COMPLETION Certificate for DM Plant.</p> <p>b) for WPT Plant (i) 5% (Five percent) of total Supply value of WPT Plant on COMMISSIONING of first stream of WPT Plant (ii) 5% (Five percent) of total Supply value of WPT Plant on issue of MECHANICAL COMPLETION</p>

			<p>Certificate for WPT Plant.</p> <p>c) for CPU Plant 10% (Ten percent) of total Supply value of CPU Plant on issue of MECHANICAL COMPLETION Certificate for CPU Plant.</p>
6	Part-I/Sec 3.0(SCC)/Clause 14.3.2 (III)	10% (Ten percent) of Services Price component of respective Plant on issue of MECHANICAL COMPLETION Certificate for respective Plant.	<p>a) for DM Plant (i) 3.3% (Three point Three percent) of Services Price component of DM Plant on COMMISSIONING of first stream of DM Plant (ii) 6.7% (Six point Seven percent) of Services Price component of DM Plant on issue of MECHANICAL COMPLETION Certificate for DM Plant.</p> <p>b) for WPT Plant (i) 5% (Five percent) of Services Price component of WPT Plant on COMMISSIONING of first stream of WPT Plant (ii) 5% (Five percent) of Services Price component of WPT Plant on issue of MECHANICAL COMPLETION Certificate for WPT Plant.</p> <p>c) for CPU Plant 10% (Ten percent) of Services Price component of CPU Plant on issue of MECHANICAL COMPLETION Certificate for CPU Plant.</p>
7	Part-I/Sec 3.0(SCC)/Clause 14.0	-	<p>Add the following as NOTE:</p> <p>If for the reason(s) solely attributable to the OWNER, requisite conditions for issuance of the PRELIMINARY ACCEPTANCE CERTIFICATE of PLANT cannot be successfully met within the period of 9 months from the date of COMMISSIONING of the respective plant, the payment due against the issuance of PRELIMINARY</p>

			ACCEPTANCE CERTIFICATE of the respective plant, shall be released to the contractor against the separate Bank Guarantee, of the equivalent amount, in acceptable format. Such Bank Guarantee shall have initial validity of one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the PRELIMINARY ACCEPTANCE Certificate is issued by the OWNER.
8	Part-I/Sec 4.0(SP)	(SP) REV.0	(SP) REV.01-Attached
9	Part-I/Sec 3.0(SCC)/Clause 20.3	<p>The Clause 31.2 (MAD)of GCC shall be replaced by the following:</p> <p>MAD For Failing to Meet Works Cost Guarantee</p> <p>Bidder shall guarantee the <u>Plantwise (separately for WPT, DM and CPU)</u> daily consumption of Raw Materials/Utilities <u>in respective tables of Schedule of Prices(SP)</u>, so as to guarantee the works cost as per the given conditions under Section-7.0 of Part-II-Technical NIT.</p> <p>In the event <u>Plantwise</u> works cost is more than 100% but up to 105% of the Guaranteed Works Cost then the CONTRACTOR will pay Owner, <u>Plantwise</u> Mutually Agreed Damages as specified hereunder.</p> <p>For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages equal to 0.5% of the Total Price component of the respective Plant(excluding O&M Contract Price).</p> <p>If the Works cost as demonstrated during the performance</p>	<p>The Clause 31.2 (MAD)of GCC shall be replaced by the following:</p> <p>MAD For Failing to Meet Works Cost Guarantee</p> <p>Bidder shall guarantee the <u>Plantwise (separately for WPT, DM and CPU)</u> daily consumption of Raw Materials/Utilities <i>(separately for Chemicals and Power)</i> <u>in respective tables of Schedule of Prices(SP)</u>, so as to guarantee the works cost as per the given conditions under Section-7.0 of Part-II-Technical NIT.</p> <p>In the event <u>Plantwise works cost for Chemicals</u> is more than 100% but up to 105% of the Guaranteed Works Cost, then the CONTRACTOR will pay Owner, <u>Plantwise</u> Mutually Agreed Damages for Chemicals as specified hereunder.</p> <p>For every 0.50% increase in Works cost for Chemicals above the guaranteed works cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages for Chemicals equal to 0.5% of the Total Price component of the respective Plant (excluding O&M Contract Price).</p>

		<p>test is more than 105% of the Guaranteed Works Cost then it shall be breach of CONTRACT requiring corrective action by CONTRACTOR irrespective of the cost involved.</p>	<p>Likewise, in the event <u>Plantwise works cost for Power</u> is more than 100% but up to 105% of the Guaranteed Works Cost, then the CONTRACTOR will pay Owner, <u>Plantwise Mutually Agreed Damages for Power</u> separately as specified hereunder.</p> <p>For every 0.50% increase in Works cost for Power above the guaranteed works cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages for Power equal to 0.5% of the Total Price component of the respective Plant (excluding O&M Contract Price).</p> <p>The <u>maximum liability of CONTRACTOR w.r.t. the above Mutually Agreed Damages for both Chemicals and Power shall be limited to 5% of the Total CONTRACT Price (excluding O&M Price).</u></p> <p>If the <u>Plantwise Works cost for Chemicals</u> as demonstrated during the performance test is more than 105% of the respective Guaranteed Works Cost then it shall be breach of CONTRACT requiring corrective action by CONTRACTOR irrespective of the cost involved.</p> <p>Likewise, if the <u>Plantwise Works cost for Power</u> as demonstrated during the performance test is more than 105% of the respective Guaranteed Works Cost then it shall be breach of CONTRACT requiring corrective action by CONTRACTOR irrespective of the cost involved.</p>
10	<p>Part-I/Sec3.0/14.3.1-I TERMS OF PAYMENT</p>	<p>ADVANCE PAYMENT (All the milestone/Progressive payments other than this advance payment shall be released only after signature on CONTRACT Agreement between OWNER and CONTRACTOR)</p> <p>The CONTRACTOR shall be paid an amount equal to 10%</p>	<p>ADVANCE PAYMENT (All the milestone/Progressive payments other than this advance payment shall be released only after signature on CONTRACT Agreement between OWNER and CONTRACTOR)</p> <p>The CONTRACTOR shall be paid an amount equal to</p>

	<p>(Ten percent) of Supply Price component of the CONTRACT towards Advance Payment subject to fulfilment of the following conditions:</p> <ol style="list-style-type: none"> Acceptance of LOI by the Contractor CONTRACTOR. A Bank Guarantee (in the given format) is submitted by the CONTRACTOR for 110% of advance amount. The validity of the Advance BG shall be upto PRILIMARY ACCEPTANCE of CPU Plant i.e initially upto 32 Months from LOI plus a claim period of 90 days over and above the validity period. with a provision to extend the validity in case of delay. The BG shall be reduced on semester basis proportionate to the value of receipt of Equipment/Materials at Site. In case of default and encashment of Bank Guarantee for Advance Payment, Advance will be interest bearing (the interest rate shall be simple interest of SBI Base rate + 5.25%). Submission of SECURITY CUM PERFORMNCE BANK GUARANTEE as stipulated in Clause 8.0 of GCC & Clause 21.1 of SCC. The CONTRACTOR shall at the request of the OWNER extend the validity of the SECURITY CUM PERFORMNCE BANK GUARANTEE(S) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the SECURITY CUM PERFORMNCE BANK GUARANTEE(S). Submission and finalization of L2 network. 	<p>10% (Ten percent) of Supply Price component of the CONTRACT towards Advance Payment, in two instalments, subject to fulfilment of the following conditions:</p> <ul style="list-style-type: none"> For First Instalment (7%): <ol style="list-style-type: none"> Acceptance of LOI by the Contractor CONTRACTOR. A Bank Guarantee (in the given format) is submitted by the CONTRACTOR for 110% of instalment amount. The validity of the Advance BG shall be upto PRILIMARY ACCEPTANCE of CPU Plant i.e initially upto 32 Months from LOI plus a claim period of 90 days over and above the validity period with a provision to extend the validity in case of delay. The BG shall be reduced on semester basis proportionate to the value of receipt of Equipment/Materials at Site. In case of default and encashment of Bank Guarantee for Advance Payment, Advance will be interest bearing (the interest rate shall be simple interest of SBI Base rate + 5.25%). Submission of SECURITY CUM PERFORMNCE BANK GUARANTEE as stipulated in Clause 8.0 of GCC & Clause 21.1 of SCC. The CONTRACTOR shall at the request of the OWNER extend the validity of the SECURITY CUM PERFORMNCE BANK GUARANTEE(S) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the SECURITY CUM PERFORMNCE BANK
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11	<p>Part-I/Sec2.0/63.0 COORDINATION WITH OTHER AGENCIES</p>	--	<p>Following sub clause 63.3 is added: <i>The CONTRACTOR shall do the necessary co-ordination and liaison work, with the Piling contractor (to be engaged by the OWNER, separately) for taking over the completed piling work front from the piling contractor.</i></p>
12	<p>Part-I/Annx-1.16 INTEGRITY PACT</p>	--	<p>Owner's signed INTEGRITY PACT, for Bidder's signature is attached.</p>
13	<p>Part-I/Sec2.0/47.2 SUSPENSION OF WORK</p>	<p>If such suspension of WORK by OWNER delaysa cumulative period of sixty (60) dayson the part of the CONTRACTOR or a SUBCONTRACTOR.</p>	<p>If such suspension of WORK by OWNER delaysa cumulative period of Ninety (90) dayson the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
14	<p>Part-I/Sec2.0/7.2.2</p>	<p>It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and</p>	<p>It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and</p>

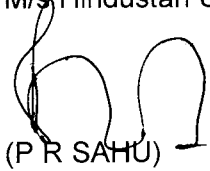
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	CONTRACTOR Indemnification for Taxes	hold OWNER harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in TOTAL CONTRACT PRICE.	hold OWNER harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes, except GST , shall be deemed to be included in TOTAL CONTRACT PRICE.
15	Part-I/Sec2.0/8.4 SCPBG	The SECURITY CUM PERFORMANCE BANK GUARANTEE in the form of a bank guarantee shall be valid for the duration upto the DEFECT LIABILITY PERIOD plus six months. The SECURITY CUM name of the CONTRACTOR.	The SECURITY CUM PERFORMANCE BANK GUARANTEE in the form of a bank guarantee shall be valid for the duration upto the DEFECT LIABILITY PERIOD plus Three months. The SECURITY CUM name of the CONTRACTOR.

On behalf of
M/s Hindustan Urvarak & Rasayan Limited.



(P R SAHU)
Addl. General Manager (M.M)
Projects & Development India Limited.

Encl:

1. Section 4.0_SCHEDULE OF PRICE(SP) REV 01
2. ANNEX-1.16_Owner's signed Integrity Pact for Bidder's signature