



**NOTICE INVITING TENDER (NIT)**  
**FOR**  
**AVAADA GREEN AMMONIA PROJECT**

**(NIT No.: PNMM/PC206/E/001)**

**PREPARED BY**



**PROJECTS & DEVELOPMENT INDIA LTD.**  
**(A Govt. Of India Enterprise)**  
**PDIL BHAWAN, A-14, Sector-1,**  
**NOIDA U.P. (India)**

**April 2023**

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**SUBJECT: Selection of LEPC Contractor for setting up of 0.5 million metric tonne per annum Green Ammonia Plant.**

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**PART I: COMMERCIAL**

**SECTION – 1.0**

**INSTRUCTIONS TO BIDDERS**

**AVAADA GREEN AMMONIA PROJECT**

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## 1.0 INTRODUCTION

**AVAADA** is a leading business enterprise with business interests closely aligned with global energy transition journey. With a diverse range of business responsibilities, including solar manufacturing, green hydrogen and ammonia, sustainable aviation fuel, green methanol, and electrolyser manufacturing, Avaada has established itself as a leader in the renewable energy space. As a responsible and innovative enterprise, Avaada has positioned itself as a pioneer in the production of green hydrogen and green ammonia.

AVAADA promise to create a sustainable future by working for the benefit of the environment and our communities. We are committed to delivering clean and sustainable energy for all. We possess the expertise cultivated over years of building and operating some of the largest solar and wind projects, across 11 states, in India. AVAADA is now on the way to innovating and creating new paradigms in Clean-tech.

Bidders are encouraged to kindly visit AVAADA's website [www.avaada.com](http://www.avaada.com) for more details.

AVAADA intends to set up a 0.5MMTPA(1500 MTPD) Green Ammonia Plant at **an easterncoastal location in India**. The project is proposed to be implementedthrough LEPC (License, Engineering, Procurement andConstruction) methodology of project implementation.

**Projects & Development India Ltd. (PDIL)** has been retained by OWNER as a **"Technical Consultant/CONSULTANT"** for the selection of **LEPC** (License + Engineering + Procurement + Construction) Contractor for setting up of the said Green Ammonia Plants.

This **Notice to Invite Tender (NIT)** intends to receive LEPC bids from the experienced Bidders as per following details.

**NIT** specifies the requirements for selection of LEPC 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, safe custody and 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, sustain load test run, performance guarantee test runs, project management and handing over of **0.5 Million Tonne Per Annum (1500 TPD) Green Ammonia Plantalong with Associated Facilities** on LEPC lumsom basis.

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Bidders are desired to submit their interest to participate in the bidding process as per instructions in the cover letter. Thereafter, bidders are to submit Expression of Interest (EOI) and Pre-qualification documents. Based on these submissions, PDIL shall pre-qualify bidders.

Pre-qualified bidders shall be informed about the Pre-Bid meeting, signing of Non-Disclosure Agreement (NDA) and schedule of submission of Preliminary Technical Bid and Unpriced Commercial Bid.

Project site location is an east coast of India. Specific site details like coordinates, map and others shall be informed to pre-qualified Bidders (preferably during Pre-bid meeting with pre-qualified Bidders).

## 2.0 LEPC BIDDING PROCESS

Bidding process will have following steps:

- a) Issuance of Notice to Invite (NIT)
- b) Submission of Expression of Interest (EOI) and Pre-qualification documents by Bidders by the schedule specified herein.
- c) Pre-qualification / Signing of Non-Disclosure Agreement (NDA) with pre-qualified Bidders.
- d) Sharing of site details with pre-qualified Bidders after execution of NDA.
- e) Submission of Preliminary Technical bids and Unpriced Commercial bids.
- f) Technical clarifications and Commercial clarifications
- g) Submission of Final Technical Bids and Unpriced Commercial Bids.
- h) Submission of Price Bids

## 3.0 LEPC BIDDING SCHEDULE

Expression of Interest and Pre-qualifications documents submission is due on or before **22-May-2023 1600 hrs** India Time.

Queries if any related to submission of Expression of Interest (EOI) and Pre-qualification documents may be submitted to PDIL by email, latest by **15-May-2023 1700 hrs** IST. PDIL shall promptly respond to all queries in order to enable bidders to submit their Expression of Interest (EOI) and Pre-qualification documents by 22-May-2023 1600 hrs.

Schedule for Pre-Bid meeting, submission of Preliminary Technical Bid, Unpriced Commercial Bid, Final Technical Bid and Price Bid shall be separately communicated to pre-qualified bidders.

OWNER does not expect or intend to extend these scheduled dates, unless there are unforeseen conditions.

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#### 4.0 SCOPE OF PROPOSAL

To facilitate effective participation from experienced LEPC Bidders, Plants and facilities are divided in mainly 3 Packages as follows:

- a) **Package-I**  
**Hydrogen Generation Facility (Electrolyser block)** along with transformers, rectifiers, Electrolyser stacks, Balance of stack (BoS) and other necessary equipment like Purification, gas compression etc.
- b) **Package-II**  
**Ammonia block** (including Air separation unit (ASU), Ammonia synthesis, flare stack, Steam turbine generator, water treatment and storage, effluent treatment and RO/ZLD, cooling towers, common facilities like control room, lab, store, maintenance offices, utilities, technical office, ammonia storage tanks at site (2x5000MT capacity with refrigeration system & flare) and interconnection piping between Electrolyser block to Ammonia block and liquid ammonia piping between site storage and port terminal storage/vessel).
- c) **Package-III**  
**Port facilities** (including ammonia storage tanks at port terminal 4x20000MT capacity, refrigeration system, flare stack and associated local facilities required for these operating units).

Bidders are advised to refer NIT Technical Part-II for Detailed Scope of Work for each Package and Contractor's scope.

Each Bidder or Consortium may submit their bid(s) for either all or any Package listed above. For clarification, Bidders or Consortium may opt to submit bid(s) for entire scope (all 3 packages listed above) or any one or more than one Packages based on their experience, qualification and competitiveness.

Bidders are encouraged to incorporate their best innovative technical options in their proposals for each Package, so as to make the Plants efficient, reliable and able to ramp to their design capacities in short stabilization time.

#### 5.0 BIDDING DOCUMENTS

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.

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In case of any inconsistency, in the interpretation of meaning of any part of this NIT documents, the BIDDER shall endeavor to resolve the inconsistency by expressing his assumption through written proposal or queries to OWNER.

## **6.0 AMENDMENT OF BIDDING DOCUMENTS**

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.

Amendment(s) to the bidding document (Corrigenda/Addenda/Amendment) if any, shall be issued to all pre-qualified Bidders. Bidders shall be expected 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.

## **7.0 LANGUAGE OF THE BID**

All correspondence, communications, submissions and bid bonds shall be in ENGLISH language.

In case a document, certificate, printed literature etc. furnished by the Bidders for pre-qualification purpose, 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' home country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

Technical bids, Unpriced Commercial and Priced Bids shall necessarily be submitted in ENGLISH language.

## **8.0 SIGNATURE ON BIDS**

8.1 Bids 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 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.

8.2 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.

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- 8.3 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 authorized 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.

- 8.4 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 /C&MD/ Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium, in favour of the authorized 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.

Power of Attorney shall be as per law of land of the Owner.

- 8.5 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. Each page of the bid shall be signed by authorized person and stamped.

## 9.0 PRE-BID MEETING

- 9.1 Pre-qualified bidders shall be invited to attend Pre-Bid meeting. Schedule of the same will be communicated to pre-qualified bidders.

- 9.2 Pre-qualified bidder may submit any queries/clarification/information pertaining to bidding documents in writing delivered by hand or by E-mail as per **Annexure-1.4** enclosed in the bidding documents so as to reach PDIL not later than the date communicated to bidders at the time of Pre-Bid meeting. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.

- 9.3 The Bidder or his authorized representative(s), is advised to attend a pre-bid meeting as indicated in the Letter Inviting Bid. The purpose of the meeting will

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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.

9.4 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 Only Pre-qualified bidders shall furnish 'Earnest Money Deposit (EMD) / Bid Security' in the form of a 'Bank Guarantee'. EMD amount shall be as communicated to pre-qualified bidders at Pre-Bid meeting. Cost associated with such EMD submission shall be borne by the Bidder.

10.1.1 EMD submitted shall be an irrevocable and unconditional Bank Guarantee, issued by any nationalized bank/ Indian Scheduled bank (except Co-operative and Gramin bank) as listed on the website of Reserve Bank of India and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by a Foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India, on a non-judicial stamp paper of applicable value. Proforma of the Bank guarantee is enclosed as **Annexure-1.7**.

10.1.2 The Bank Guarantee shall be valid for a period of Bid Validity plus twelve months. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.

10.2 Preliminary Technical Bid and Unpriced Commercial Bid not accompanied with EMD shall be rejected by the Owner/Consultant as being non-responsive.

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.

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 Owner reserves the right to forfeit EMD to compensate losses and damages caused 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:

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- i) If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder
- ii) In case of Cartel of bids as per clause 17.3 of ITB, EMD should be forfeited.
- iii) 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
- iv) Any effort by the bidder to influence the Owner on bid evaluation, bid comparison or contract award decision.
- v) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- vi) If the Bidder does not accept correction of arithmetical errors as stipulated at clause no 21.4 of this ITB.
- vii) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice.
- viii) 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**

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.

## **12.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 12.1 The Bidder may modify or withdraw its Bid after their submission of the Bid, 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 e-mail but followed by a signed confirmation copy by an authorized representative, post marked not later than the deadline for submission of Bids.

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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 NIT Technical Part-II. 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 Bidder shall include details of requirements during construction phase like construction power, construction water, laydown area, month wise construction workers, temporary accommodation for construction workers, along with Bidders' plans to source these construction requirements.

13.5 Requirement of Manpower for Operation of Plant

13.5.1 Bidder shall furnish tentative manpower requirement with month-wise break up for operation of plant during commissioning, trial runs and guarantee tests.

13.5.2 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

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under these specifications and documents. 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 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 Bidder 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 thereafter raise any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.
- 14.3 Deleted
- 14.4 Deleted.
- 14.5 Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment as an experienced and prudent engineering consultant 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 All Bidders are to inform themselves of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender

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Document. In their own interest, the Bidders are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956/2013, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable from time to time. OWNER shall not entertain any requests for clarifications from the Bidder regarding such local conditions.

14.7 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No financial claims or any other adjustments to CONTRACT PRICE, on lack of clarity of such factors shall be entertained.

14.8 Visit to site is optional and at BIDDER's cost and expense. All Bidders shall be granted permission by the OWNER to enter upon such premises and lands, but only upon the express condition that the BIDDER, its personnel will release and indemnify the owner and its personnel and hold harmless from and against all liabilities/loss/damages in respect thereof, during any site visit done by bidder.

#### 15.0 PRICE BASIS & CURRENCY OF BIDS

15.1 Bidder expecting to incur its expenditure in more than one currency and wishing to be paid accordingly shall so indicate in the Bid. The BIDDER may express the bid price in any currency. If the BIDDER wishes to be pay in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than 03 (three) foreign currencies **namely INR, USD and EURO** and the respective amounts in each currency together making up the Bid Price.

15.2 Price to be quoted by the Bidder 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 LEPCBidder are required to check and evaluate applicable taxes and duties for the procurement of supply and services/works by them for the execution of contract, at the project site location/state in India.

15.4 The Bidders shall quote in their proposal the firm Lumpsum price/CONTRACT Prices for the scope of work as per **Schedule of Prices. The format shall be shared later to qualified bidders**, inclusive of all taxes, duties, levies etc. as applicable and duly indicated separately.

15.5 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.

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15.6 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-1.10** 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 Bidder or Consortium shall not cause submission of, on no account, 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 another independent bid or (ii) a subsidiary (partly or wholly owned) of the Bidder is participating as a direct or consortium member in 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 TAXES AND DUTIES**

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.

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

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and taxes would be governed by 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 mutually agreed statutory variation which shall be governed by Special Conditions of Contract.

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

- 19.4 Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies applicable, on performance of WORK under CONTRACT, outside OWNER's country. BIDDER 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, license fees, and other such levies applicable shall be quoted as per Price Schedule. **The format shall be shared later to qualified bidders only.**

19.5 **GST**

- 19.5.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

- 19.5.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Bidder providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Bidder with requisite details. It has to be filled on monthly basis.

Payments to Bidder for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

- 19.5.3 The Bidder confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its CONTRACT PRICE. In case, Bidder has not included any such taxes, duties, levies etc., at all and/or at prevailing rates (deliberately or otherwise) and it becomes liable during execution of the contract, then such Bidder has to pay all such taxes, duties, levies etc. and

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OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to the Bidder.

- 19.5.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period or extension thereof, the Bidder shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Services provided to the OWNER shall be refundable to the OWNER at actuals during the Contract Period and also during the extended Contract Period, if any.

Beyond the completion period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery/ completion period shall be to Bidder's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

In case of delayed completion beyond the completion period for reasons due to Owner's default, then any increase in the rate of GST (CGST & SGST/UTGST or IGST) during the delayed completion period shall be Owner's account.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Date or as agreed between Owner and Bidder.

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19.5.5 Where Owner is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):

Owner will reimburse the GST (CGST & SGST/UTGST or IGST) to the Bidder at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/OWNER to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.

19.5.6 Where Owner is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner will reimburse GST (CGST & SGST/UTGST or IGST) to the Bidder / Bidder at actuals against submission of e-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the Bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including quoted GST (CGST & SGST/UTGST or IGST).

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- 19.5.8 In case Owner is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by Bidder in the SOR.

Where Owner has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and OWNER has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OWNER or ITC with respect to such payments is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OWNER to Bidder.

19.5.9 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Bidder may note the above and quote their prices accordingly.

In case the GST rating of Bidder on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OWNER. Further, in case rating of Bidder is negative / blacklisted after award of job, then OWNER shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OWNER.

- 19.5.10 The Bidder shall mention the particulars of OWNER on the Invoice. Besides, if any other particulars of OWNER are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

19.5.11 **Reconciliation between GSTR 2A and Input Tax Credit**

Bidder shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable OWNER to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to OWNER for any reason not attributable to OWNER, then OWNER shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against

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any amounts paid or becomes payable by OWNER in future to the Supplier/Bidder under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of OWNER that the Bidder has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from OWNER to the government exchequer, then, that Bidder shall be put under Holiday list of OWNER for period of six months. This action will be in addition to the right of recovery of financial implication arising on OWNER.

- 19.5.12 GST, as quoted by the Bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where Bidder quotes the GST rates). In case a Bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the Bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the Bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- a) In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- b) In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Above method for GST calculation shall be the base case for arriving the Contract Price.

- 19.5.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Bidder should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

- 19.5.14 Bidder/CONTRACTOR who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by OWNER as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ Bidder who is liable to comply with e-invoice as per GST Laws shall be made

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against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

#### 19.5.15 **New Taxes & duties:**

- (a) Any new taxes and/or duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Completion Period or any extension thereof, and shall issue notice to that effect. The additional expenditure incurred shall be reimbursed to the Bidder on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for additional amount incurred and proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract
- (b) If any new taxes and/or duties are imposed beyond completion period for reasons not due to Owner's default, such taxes and duties shall be to Bidder's account.

19.5.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of OWNER. However, in case where the GST amount doesn't reflect in Form GSTR-2A of OWNER, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of OWNER.

#### 19.6 **LABOUR LAWS- PF, EPF AND ESI**

- 19.6.1 The BIDDER shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 and the Central Rules framed there under and produce the same to the PROJECT MANAGER before start of WORK.
- 19.6.2 The BIDDER shall not undertake or execute or permit any other agency to undertake or execute any work on the BIDDER'S behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act, 1948 or the Contract Labour (Regulation & Abolition) Act 1970 or their applicable law, rule or regulation, if applicable.
- 19.6.3 The provision of Employees PF and Miscellaneous Provision Act, 1952 and Rules scheme there under shall be applicable to the BIDDER and the employees engaged by him for the WORK. The BIDDER shall furnish the code number allotted by the RPFC Authority, to the PROJECT MANAGER before commencing the WORK.

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19.6.4 The BIDDER shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 19.6.1 above or in obtaining the code number under clause 19.6.3 above and the same shall not constitute a ground for extension of time for any purpose.

19.6.5 The BIDDER shall enforce the provisions of Employee State Insurance Act, 1948 and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

19.6.6 All liabilities like salaries, wages and other statutory obligations in respect of the persons engaged by the BIDDER shall be borne by the BIDDER during the period of agreement. In view of the provisions of the ESI Act, PF and EPF Act and other Acts, as may be applicable to OWNER, the BIDDER shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to PROJECT MANAGER periodically or at any date upon such request, as may be made by PROJECT MANAGER to the BIDDER. In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to OWNER to withhold such amount as in its opinion is due and payable by the BIDDER in respect of its employees from and out of dues, payable by OWNER to the BIDDER and such due shall be held by OWNER with it until proof is submitted by the BIDDER to OWNER indicating compliance with such statutes within reasonable time, failing which OWNER shall deposit such amounts with the authorities concerned on behalf of the BIDDER and inform the BIDDER of such deposit or deposits.

## 20.0 BIDDING DOCUMENTS AND DEVIATIONS

20.1 It is expected that Bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed **Annexure-1.4**. OWNER reserves the right to reject as non-responsive any bid containing major deviation(s). Any other undeclared deviations which are not accepted will be assumed as absorbed at no extra cost to Owner.

20.2 It is important that Bidder clearly demonstrates his experience and capability, giving OWNER a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.

20.3 Examination of bids and determination of responsiveness

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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) Has been properly signed;
- (b) Is accompanied by the required 'Earnest Money Deposit;
- (c) Is substantially responsive to the requirements of the Bidding Documents.

and

(d) Provides any clarification and/or substantiation that the Owner may require to determine responsiveness pursuant to Clause-20.3.2

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,

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

20.4 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If any information/documentation forming basis of

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evaluation is found incomplete/incorrect, the same may be considered as adequate ground for rejection of the Bid.

## 21.0 SUBMISSION OF BIDS

21.1 Bidder is expected to examine all instructions, forms, terms and conditions in this NIT (Part-I and Part-II). 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 Bidder must submit the bids in three parts each in separate sealed cover prominently super scribed 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 super scribed in the following manners:

<b>ENVELOPE-I</b>	EARNEST MONEY DEPOSIT (EMD) /BID SECURITY
<b>ENVELOPE-II</b>	PRELIMINARY TECHNICAL BID
<b>ENVELOPE-III</b>	UNPRICED COMMERCIAL BID

**NOTE: Intimation for PRICE BID submission shall be given separately to the Technically Acceptable Bidder.**

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

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

Earnest Money Deposit (EMD) (for an amount to be informed to the qualified bidders later)and, in the manner, as detailed in Clause no 10.0. **Bids without Earnest Money Deposit (EMD) may be rejected.**

21.2.2 **Preliminary Technical Bids hall be submitted**, as specified below.

**ENVELOPE-II shall contain Preliminary Technical Bid, as specified below.**

The original and all copies of the Bid shall be typed 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 along with stamped shall be initiated by the person or persons signing the Bid.

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

**Preliminary Technical Bid** shall contain following:

- a. Letter of submission & Synopsis of the proposal
- b. Bid Form as per Annexure-1.1
- c. Bidder's Proposed Schedule as per Annexure-1.5
- d. Declaration by the Bidder Regarding Bidding Document as per Annexure-1.6
- e. Contents of Bid and Check List as per Annexure-1.12
- f. Milestone Completion Schedule
- g. Master Index and copies of all technical amendments/addendums if any issued, duly signed and stamped on each page 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.
- h. **Bidders Queries:** Schedule of Deviations (if any) to the Commercial documents, shall be submitted separately, as per Annexure-1.4.  
**Note:** A soft copy of Annexure-1.4, in editable form, shall also be submitted by the Bidder.
- i. Bidder shall furnish complete manpower requirement with break up for operation of plant during commissioning, trial runs, SLT and guarantee tests.
- j. Bidder shall, in this part, include details of requirements during construction phase like construction power, construction water, laydown area, month wise construction workers, temporary accommodation for construction workers, along with Bidders' plans to source these construction requirements.
- k. Bidder shall also furnish a complete break up of manpower requirement for the normal operation of the plant as per best operation practice.
- l. Technical Details/ documents specified under Part-II of NIT as "Technical Information Required along with Bid".
- m. Any other information required in the Bidding Documents or considered relevant by the Bidder.

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21.2.3 **Unpriced Commercial Bid shall be submitted**, as specified below.

**ENVELOPE-III shall contain Unpriced Commercial Bid, as specified below.**

The original and all copies of the Bid shall be typed 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 along with stamped shall be initiated by the person or persons signing the Bid.

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

**Unpriced Commercial Bid** shall contain following Sections:

- a. Letter of submission & Synopsis of the proposal.
- b. Photocopy of Earnest Money Deposit (EMD) / Bid Security as submitted in Envelope-I
- c. Power of Attorney in favour of the person who has signed the bid.
- d. Bid Form as per Annexure-1.1
- e. Commercial Questionnaires per Annexure-1.3
- f. Bidder's Proposed Schedule as per Annexure-1.5
- g. Declaration by the Bidder Regarding Bidding Document as per Annexure-1.6
- h. Proforma of Certificate of Non-Involvement of Indian Agent as per Annexure-1.10
- i. Contents of Bid and Check List as per Annexure-1.12
- j. Letter of Waiver of Conditions/Deviations as per Annexure-1.11
- k. Milestone Completion Schedule
- l. Master Index and copies of all commercial amendments/addendums if any issued, duly signed and stamped on each page 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.
- m. **Bidders Queries**  
Schedule of Deviations (if any) to the commercial documents, shall be submitted separately, as per Annexure-1.4.

**Note: A soft copy of Annexure-1.4, in editable form, shall also be submitted by the Bidder.**

- n. Any other information required in the Bidding Documents or considered relevant by the Bidder.

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21.3 Bidder shall incorporate result of various meetings, discussions with PDIL/Avaada, technical agreements, technical clarifications along with responses to these clarifications / queries, in Preliminary Technical Bid, to convert Preliminary Technical Bid into Final Technical Bid. Such Final Technical Bid (FTB) will be submitted to Owner in same manner as Preliminary Technical Bid was submitted. Such Final Technical Bid will be submitted prior to Price Bid submission.

21.4 Bidder shall incorporate result of various meetings, discussions with PDIL/Avaada, commercial agreements, commercial clarifications along with responses to these clarifications / queries, in Unpriced Commercial Bid, to finalize Unpriced Commercial Bid. Such Unpriced Commercial Bid will be submitted to Owner in same manner as earlier submission.

21.5 **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 shall be kept in a separate envelope called "COVER ENVELOPE".**

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

**"BID FOR .....", NIT No.: .....  
Dated ....."**

**Due date and time for Bid Submission: ....., ..... Hrs (IST)  
ENVELOPE-I and II 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 + 1copy+ 1 soft copy in pen drive /portable hard disk**

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

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**Kind Attention:**

Ms. Anjali Thakur

Dy. General Manager (MM)

E-mail: [anjali@pdilin.com](mailto:anjali@pdilin.com) / [mksenapati@pdilin.com](mailto:mksenapati@pdilin.com)

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. If all envelopes are not sealed and marked as required, the bid shall be rejected by the OWNER as being non-responsive.

**21.6 CORRECTION OF ERRORS**

Bids determined to be substantially responsive will be checked for arithmetic errors.

Errors will be corrected by the Owner 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 Bidder 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.

Amount stated in the Bid will be adjusted by Owner 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 communicated to bidders. 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.

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22.2 The OWNER may, at its discretion extend this deadline for the submission of Bids by amending the NIT documents in accordance with Clause No. 4.0 of this INSTRUCTIONS TO BIDDERS. In such case all rights and obligations of the OWNER and Bidders under this NIT previously subject to the deadline shall thereafter be subject to the extended deadline.

### 23.0 OPENING OF BIDS

23.1 Received Preliminary Technical Bids and Unpriced Commercial Bids shall be opened as per schedule decided and communicated to pre-qualified bidders.

23.2 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, Preliminary Technical and Un-priced Commercial Bids

On the date of Bid opening as indicated on the Letter Inviting Bid of this NIT, cover containing EMD 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.

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Thereafter, Preliminary Technical Bids and Un-priced Commercial Bids shall be opened of those Bidders, whose EMD is found to be in order as described here above.

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

After Technical bid review and scope equalization, Technically and commercially acceptable Bidders shall be intimated to submit their Final Technical Bid and Price Bid. The date of the opening of the Price Bid shall be intimated to them. The price bids will be opened in the presence of the Bidder's representative who chooses to attend the opening of price bid event on the date and time.

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.

However, OWNER may exercise their right to accept Price bids in totality or part of the Price bid there-of. More details shall be discussed with such Bidder(s) to arrive a mutually agreed way forward.

Owner, if so desires, to bring the Bid price within the target budget, may call bidders for price negotiation and/or follow reverse auction.

Thereafter, if Bid price is still high, Owner, if so desires, to bring the Bid price within the target budget, may call bidders for scope adjustments to achieve the target price.

- 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 BIDDER 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 these 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.

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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

25.1 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.

25.2 While evaluating the techno-commercial bids, if in the opinion of Owner and/or Consultant certain additions / deletions / modifications in the tender conditions become inevitable, then the Owner/Consultant shall discuss with all the participating Bidders and finalize a common addition/deletion/modifications list. The Bidders shall also be asked to submit the '**Letter of Waiver**' as per **Annexure 1.11** of bid document taking cognizance of the common addition / deletion / modification list.

25.3 Deleted.

25.4 "LEPC/Total Contract Price" for the purpose of "Financial Comparison of Bids" as provided under clause no. 28.2 of NIT shall be the arithmetic sum of (1) LEPC/Total Contract Price quoted in the original SCHEDULE OF PRICES (as per format **Annexure 1.2**

## 26.0 VALIDITY OF BID

26.1 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.

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- 26.2 Technical and Price Bids should be kept valid for acceptance for a period of **12 (twelve) Months from the date of submission of Price Bids.**

Under certain circumstances, prior to date of expiration 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 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 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.

- 27.2 If the Bidder 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 BIDDER will submit to the OWNER for approval the details of Sub-Contractors in line with requirement of **Annexure –1.14.**

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 BIDDER shall not replace such approved sub-contractor with another sub-contractor without obtaining the OWNER's prior approval for the proposed replacement.

- 27.4 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.

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## 28.0 EVALUATION AND COMPARISON OF BIDS

Bid evaluation criteria shall be communicated separately at appropriate stage.

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

30.2 Above condition will not be applicable in case OWNER decides to call selected or all Bidders for Price negotiations, reverse auction or scope adjustment, necessary to cause Price bids within the target budget for the project.

## 31.0 CONTACTING OWNER

31.1 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 Clause 34.0 of INSTRUCTIONS TO BIDDERS, 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. However, Owner’s decision in this regard is final

32.2 After selection, Letter of Intent (LOI) / Letter of Award (LOA) shall be released by the OWNER to the selected Bidder.

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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.

### 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 LOI/LOA issued. The successful Bidder will be required to give his unconditional acceptance in writing to LOI within 15 (fifteen) days. Thereafter a contract agreement as per **Annexure 1.15** 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 authorized 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 BIDDER'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.

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### 35.0 CONTRACT SECURITY AND PERFORMANCE BANK GUARANTEE

- 35.1 As a Contract Security, a successful Bidder, to whom the work is awarded shall be required to furnish a two (02) Bank Guarantees i.e **(a) CONTRACT SECURITY (b) PERFORMANCE BANK GUARANTEE**. Bank Guarantee shall be submitted in the form attached as **Annexure- 1.8**.

The CONTRACT SECURITY Bank Guarantee shall be submitted within thirty (30) days of issuance of LOI. The CONTRACT SECURITY Bank Guarantee shall be valid till Completion Period plus 12 months.

The PERFORMANCE BANK GUARANTEE shall be submitted before expiry of Bank Guarantee for CONTRACT SECURITY (CS). The PERFORMANCE BANK GUARANTEE (PBG) shall be valid till Defects Liability period plus 12 months.

The Bank Guarantee(s) shall be an irrevocable Bank Guarantee, issued by any nationalized bank/ Indian Scheduled bank (except Co-operative and Gramin bank) or branch of any Foreign bank in India, on a non-judicial stamp paper of applicable value...The Bank Guarantee(s) amount shall be equal to **ten per 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. In case of breach of contract, the guarantee amount shall be payable to the Owner without any conditions whatsoever. The Bank Guarantee(s) 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 Contract Security 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 the 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

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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**

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.

- 36.2.1 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.
- 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 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.

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### 37.0 REVERSE AUCTION

Bidders are advised to quote their best competitive price in the price bid as the L1 Bidder shall be decided on the basis of price quoted in the price bid subject to evaluation criteria. However, OWNER Reserves the right to go for Reverse Auction.

***The terms and conditions of Reverse Auction shall be intimated to technically and commercially suitable Bidders before submission of price bid.***

### 38.0 APPLICABILITY OF CUSTOM DUTY FOR THIS PROJECT

At present, clarity on applicability of concessional custom duty on import of capital goods for Green Ammonia Plant is not available. However, a clear policy is expected in future from GOI for Green Ammonia Sector.

In view of above, bids are invited from Bidders for this project with following two options:

1. Considering Merit duty (full applicable custom duty)
2. Considering Concessional duty

### 39.0 BOUGHT OUT ITEMS

Owner may issue list of bought out items to be considered as free issue items by the Bidder before opening of Price Bid. The scope of services to be considered for the free issue items shall be intimated to the Bidders before price bid opening.

### 40.0 ANTI-MONEY LAUNDERING:

With respect to the obligations to be performed pursuant to the Agreement, (i) none of the Contractor or its respective Affiliates, nor any director, officer, employee, consultant, service provider, agent or representative of any of the foregoing Persons, has taken any action in furtherance of an offer, payment, gratitude, promise to pay, or authorization or approval of the payment or giving of money, property, gifts, gratitude or anything else of value, directly or indirectly, to any Governmental Authority or any relative of any governmental official to influence official action or secure an improper advantage or for any purpose that would amount to a violation of any Anti-Bribery Laws; and (ii) the Contractor and its respective Affiliates have conducted their businesses in compliance with applicable international anti-bribery convention or any other local anti-corruption and bribery related Applicable Laws including but not limited to Prevention of Corruption Act of India Prevention of Corruption Act (Chapter 241) of Singapore, the Foreign Corrupt Practices Act (FCPA) in the United States and the UK Bribery Act of 2010 (such Applicable Laws and conventions, collectively, the

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#Anti-Bribery Laws#). The Contractor has not received any written communication that alleges that it is not, or may not be, compliant with, or has, or may have, any liability under, the Anti-Bribery Laws. Performance of the obligations under the Agreement Shall be conducted at all times in compliance with anti-money laundering statutes of all applicable jurisdictions, the rules, regulations and guidelines thereunder issued, administered or enforced by any Governmental Authority (collectively, the #Anti-Money Laundering Laws#), and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Contractor with respect to the Anti-Money Laundering Laws is pending or threatened.

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## **PART-1**

### **SECTION 2.0**

#### **PRE-QUALIFICATION CRITERIA (PQC)**

#### **FOR**

#### **AVAADA GREEN AMMONIA PROJECT**

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## 1.0 PRE-QUALIFICATION CRITERIA (PQC)

Expression of Interest (EOI) and Pre-qualification documents are invited from experienced LEPC bidders for Avaada Green Ammonia Project.

### 1.1 PQ Criteria for a Single Bidder/Sole Bidder

#### 1.1.1 Technology Criteria

The Bidder should be capable of providing Process License and Basic Design Package of proven performance for a 1500 MTPD Ammonia Synthesis Unit based on Electrolyser Unit of maximum capacity 12 TPH capacity of Hydrogen and Air Separation Unit (ASU) of maximum 41,500 Nm<sup>3</sup>/hr as required below. Technology once selected and offered by the Bidder cannot be changed.

##### a) Electrolyser Block

Bidders will submit the details for their Electrolyser technologies or selected technologies or their supplier's electrolyser technologies. Based on their submitted details, Owner will take a view on bidders' capability.

##### b) Ammonia Block

###### i) Ammonia Synthesis Technology

Bidder should have supplied license for their selected ammonia synthesis process or should have license arrangement for such technologies with process licensors of repute. Such a plant based on their supplied technology shall be in continuous operation for at least 2 consecutive previous years.

###### ii) Air Separation Unit (ASU)

Bidder should have supplied license for their selected Air separation unit (ASU) process or should have license arrangement for such technologies with process licensors of repute. Such ASU plant based on their supplied technology shall be in continuous operation for at least 2 consecutive previous years.

###### iii) Ammonia Storage (at site)

EPC bidder or their proposed vendor should have built and commissioned similar sized ammonia storage tanks. Successful operations over last 3 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

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### c) Port Facilities

EPC bidder or their proposed vendor should have built and commissioned similar port loading facilities, large ammonia storage tanks at port, flare system and refrigeration system. Successful operations of such port facilities over last 2 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

## 1.1.2 Experience Criteria

### a) Electrolyser Block

Bidder should have the capability to manufacture and supply Electrolysers of their selected type of Electrolysers in last 5 years.

Bidder should have own manufacturing capacity or should have obtained written consent in form of agreement from such other manufacturers for supply of at least 500MW Electrolyser capacity.

### b) Ammonia Block

#### i) Ammonia Synthesis Technology

Bidder should have constructed and commissioned Ammonia plant of capacity 1500 TPD (minimum) in the last 10 years preceding last day of the month previous to the one in which NIT is invited. Such a plant shall be in continuous operation for at least 2 consecutive years. The Bidder should be EPC bidder should have constructed Grey/Blue/Green Ammonia plant of such capacities. Such ammonia plant should be operation at guaranteed parameters over last 2 years. Bidder should possess experience of having successfully completed with - single point responsibility basis at least one process plant in any of these fields with scope of work comprising of supply of Process License, Basic Design, Detailed Engineering, Procurement, supply, construction and erection of all civil, mechanical, electrical and instrumentation works, Testing, Pre-commissioning, Commissioning and Guarantee Test of completed plant. The reference process plant shall be in satisfactory commercial operation for a minimum period of at least continuous 2 year after commissioning during last Ten (10) years, reckoned from last day of the month previous to the one in which NIT is invited. The reference plant should be in operation in India or outside the country of origin of the bidder for consideration of this criterion.

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## ii) Air Separation Unit (ASU)

Bidder should have constructed and commissioned Air Separation Unit of capacity 41,500 NM<sup>3</sup>/hr (minimum) in last 10 years, preceding last day of the month previous to the one in which NIT is invited. Such a plant shall be in continuous operation for at least 2 consecutive years.

## iii) Ammonia Storage

EPC bidder or their proposed vendor should have built and commissioned similar sized ammonia storage tanks. Successful operations over last 3 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

## c) Port Facilities

EPC bidder or their proposed vendor should have built and commissioned similar port loading facilities, large ammonia storage tanks, flare system and refrigeration system. Successful operations of such port facilities over last 2 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

### 1.1.3 Financial Criteria (common for all packages)

- Bidder shall submit their last 3 Financial Years / Calendar Years audited financial performance reports. Based on bidder's submitted details, Avaada will take a view on bidders' capability.
- Bidder's Net Worth should be positive for last Financial Years / Calendar Years.

Owner shall take final view of the Bidder's financial capability.

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

The total number of Consortium members including their leader shall be prominently mentioned in submitted PQ documents.

#### 1.2.1 Technology Criteria

Any of the Consortium Members should be capable of providing Process License and Basic Design Package of proven performance for a 1500 MTPD Ammonia Synthesis Unit based on Electrolyser Unit of maximum capacity 12 TPH capacity of Hydrogen and Air Separation Unit (ASU) of maximum 41,500 Nm<sup>3</sup>/hr as required below. Technology once selected and offered by the Consortium cannot be changed.

##### a) Electrolyser Block

Any of the Consortium Members will submit the details for their Electrolyser technologies or selected technologies or their supplier's electrolyser technologies. Based on their submitted details, Owner will take a view on Consortium's capability.

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## **b) Ammonia Block**

### **i) Ammonia Synthesis Technology**

Any of the Consortium Members should have supplied license for their selected ammonia synthesis process or should have license arrangement for such technologies with process licensors of repute. Such a plant based on their supplied technology shall be in continuous operation for at least 2 consecutive previous years.

### **ii) Air Separation Unit (ASU)**

Any of the Consortium Members should have supplied license for their selected Air separation unit (ASU) process or should have license arrangement for such technologies with process licensors of repute. Such ASU plant based on their supplied technology shall be in continuous operation for at least 2 consecutive previous years.

### **iii) Ammonia Storage (at site)**

Any of the Consortium Members or their proposed vendor should have built and commissioned similar sized ammonia storage tanks. Successful operations over last 3 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

## **c) Port Facilities**

Any of the Consortium Members or their proposed vendor should have built and commissioned similar port loading facilities, large ammonia storage tanks at port, flare system and refrigeration system. Successful operations of such port facilities over last 2 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

## **1.2.2 Experience Criteria**

### **a) Electrolyser Block**

Any of the Consortium Members should have the capability to manufacture and supply Electrolysers of their selected type of Electrolysers in last 5 years.

Any of the Consortium Members should have own manufacturing capacity or should have obtained written consent in form of agreement from such other manufacturers for supply of at least 500MW Electrolyser capacity.

## **b) Ammonia Block**

### **i) Ammonia Synthesis Technology**

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Any of the Consortium Members should have constructed and commissioned Ammonia plant of capacity 1500 TPD (minimum) in the last 10 years preceding last day of the month previous to the one in which NIT is invited. Such a plant shall be in continuous operation for at least 2 consecutive years. Consortium should be EPC bidder should have constructed Grey/Blue/Green Ammonia plant of such capacities. Such ammonia plant should be operation at guaranteed parameters over last 2 years. Bidder should possess experience of having successfully completed with - single point responsibility basis at least one process plant in any of these fields with scope of work comprising of supply of Process License, Basic Design, Detailed Engineering, Procurement, supply, construction and erection of all civil, mechanical, electrical and instrumentation works, Testing, Pre-commissioning, Commissioning and Guarantee Test of completed plant. The reference process plant shall be in satisfactory commercial operation for a minimum period of at least continuous 2 year after commissioning during last Ten (10) years, reckoned from last day of the month previous to the one in which NIT is invited. The reference plant should be in operation in India or outside the country of origin of the bidder for consideration of this criterion.

#### ii) Air Separation Unit (ASU)

Any of the Consortium Members should have constructed and commissioned Air Separation Unit of capacity 41,500 NM<sup>3</sup>/hr (minimum) in last 10 years, preceding last day of the month previous to the one in which NIT is invited. Such a plant shall be in continuous operation for at least 2 consecutive years.

#### iii) Ammonia Storage

Any of the Consortium Members or their proposed vendor should have built and commissioned similar sized ammonia storage tanks. Successful operations over last 3 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

#### c) Port Facilities

Any of the Consortium Members or their proposed vendor should have built and commissioned similar port loading facilities, large ammonia storage tanks, flare system and refrigeration system. Successful operations of such port facilities over last 2 year also to be specified after commissioning, preceding last day of the month previous to the one in which NIT is invited.

### 1.2.3 Financial Criteria (common for all packages)

- a) All Consortium members shall submit their last 3 Financial Years / Calendar Years audited financial performance reports. Based on bidder's submitted details, Avaada will take a view on bidders' capability.
- b) Net Worth of Prime/Lead member of the Consortium should be positive for last Financial Years / Calendar Years.

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Owner shall take final view of the Bidder's financial capability.

#### 1.2.4 Consortium & distribution of work

Prime/Lead Bidder will be responsible for overall coordination among the consortium partners and successful execution of the all contracts executed between the consortium and Owners. Prime/Lead Bidder shall be sole responsible entity for Guarantees and Warranties for the entire scope.

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 a Consortium Agreement duly signed by all the members of the Consortium.

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. All the members of the Consortium shall be jointly and severally bound unto the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees.

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 Apostle / notarized Authenticated Declaration to this effect as per **Appendix- I** (included here in) 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 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.

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.

#### 1.3 Patents & IPR

Patents applicable to technological Know-How shall be valid to India and as applicable to Bidder and no pending cases in relation to third part claim with respect of infringement of rights in the developed IPR or any other and shall have graded validity of each patents used.

#### 1.4 Present liabilities

Bidder should submit details related to their Liabilities Related to debt, equity funding, third party creditors.

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## APPENDIX – I

### FORMAT OF DECLARATION (NOTARIAL ATTESTED)

To,

M/s Avaada Green H2 Private Limited  
Noida (UP, India)

Subject: \_\_\_\_\_

Dear Sir,

1. The Bid no. \_\_\_\_\_ dated \_\_\_\_\_ submitted by us may be regarded as a joint bid of \_\_\_\_\_ (*name of Consortium members*) \_\_\_\_\_ for the subject work.
- 2 (a) The signature of Mr. \_\_\_\_\_ (*name of Consortium member*) \_\_\_\_\_ on the Bid & offer may be regarded as signature(s) of the duly authorized signatory of M/s. \_\_\_\_\_, (*First Leader of Consortium*) \_\_\_\_\_ on the Bid & offer and may be regarded as signature(s) of the duly authorized signatory of M/s . \_\_\_\_\_ (*all the names of Consortium members to be written here*) \_\_\_\_\_ and we do hereby ratify, confirm and adopt the said signature(s) as the signature(s) of our duly authorized signatory.
- (b) The signature of Mr. \_\_\_\_\_ on the bid offer shall be regarded as the signature of the duly authorized signatory of M/s \_\_\_\_\_, (*name of the second Consortium member*) \_\_\_\_\_ and we do hereby ratify, confirm and adopt the said signature as the signature(s) of our duly authorized signatory.
- (c) The signature of Mr. \_\_\_\_\_ on the bid offer shall be regarded as the signature of the duly authorized signatory of M/s \_\_\_\_\_, (*name of the third Consortium member, if applicable*) \_\_\_\_\_ and we do hereby ratify, confirm and adopt the said signature as the signature(s) of our duly authorized signatory.
3. We further undertake to be jointly and severally liable for execution of the Contract, if awarded, in accordance with its terms, and to jointly and severally assume responsibility for all obligations and liabilities under the contract.
4. We hereby state that M/s. \_\_\_\_\_ shall be the Leader of the Consortium authorized to represent the Consortium in all transactions with M/s. Avaada Green H2 Private Limited and to bind all the Consortium members, in the event of the Consortium submitting this joint bid being selected as the successful bidder for the award of the Contract. Notwithstanding anything contrary in the Consortium Agreement, the leader of Consortium shall have single point responsibility for execution of the contract.

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	<b>PRE-QUALIFICATION CRITERIA</b>	Document No.	REV	
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5. We hereby confirm that \_\_\_\_\_ who is a Consortium member qualified under Clause 1.2 of the Pre-Qualification Criteria for **0.5 Million Tonne Per Annum Green Ammonia Project** shall be directly performing and responsible for managing the following critical activities of the Project.

*[Set forth identified critical activities]*

6. (a) (Name of the Consortium member) shall be directly responsible for performing the following \_\_\_\_\_ activities \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Project.

*(Set forth activities)*

(b) (Name of the Consortium member) shall be directly responsible for performing the following \_\_\_\_\_ activities \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Project.

*(Set forth activities)*

7. As and when the contract is awarded, we undertake to sign such further document(s) and/or contracts as M/s Avaada Green H2 Private Limited may require to further jointly and severally bind us \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ in the manner hereinabove set forth for the due, proper and timely performance of all obligations and the due discharge of all liabilities under the Contract.

8. We hereby confirm that the undersigned are each duly authorized and competent to issue this letter / undertaking on behalf of each of the signatories for whom they have signed.

Yours faithfully,

1. For \_\_\_\_\_  
(Name)  
Designation

2. For \_\_\_\_\_  
(Name)  
Designation

3. For \_\_\_\_\_  
(Name)  
Designation

 पी डी आई एल <b>PDIL</b>	<b>AVAADA GREEN AMMONIA PROJECT</b>	PC-206/E-001/P-I/3.0	<b>0</b>	 <b>AVAADA</b>
	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	DOC. NO.	REV.	
		SHEET 1 OF 1		

## **SECTION 3.0**

**GCC SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	PC-206/E-001/P-I/4.0	<b>0</b>	
		DOC. NO.	REV.	
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## SECTION 4.0

**SCC SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>BID FORM</b>	PC206/E-002/P-I/ Annx-1.1	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

With reference to your invitation for **NIT NO** : ..... **DATED** ....., we are pleased to submit our bid for the subject job in sealed envelope as detailed below:

<b>ENVELOPE-I</b>	EARNEST MONEY DEPOSIT (EMD) /BID SECURITY
<b>ENVELOPE-II</b>	PRELIMINARY TECHNICAL BID
<b>ENVELOPE-III</b>	UNPRICED COMMERCIAL BID

We undertake that in the event of acceptance of our Bid within the validity period of **12 (twelve) Months from the date of submission of Price Bids.** This bid as modified by mutually acceptable written changes/amendments till date of notification of award, together with your written notification of award shall constitute a binding contract between us until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest or any bid that may be received.

Dated this ..... day of.....

For and on behalf of .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....



**AVAADA GREEN AMMONIA PROJECT**

**SCHEDULE OF PRICES**

PC206/E-001/P-I/Annx-1.2

0

DOC. NO.

REV.

SHEET 1 OF 1



**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS AFTER SIGNING OF NDA**

	AVAADA GREEN AMMONIA PROJECT	PC206/E-001/P-I/ Annx-1.3	0	
	<b>COMMERCIAL QUESTIONNAIRE</b>	DOC. NO.	REV.	
		SHEET 1 OF 1		

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>FORMAT FOR BIDDER'S QUERIES</b>	PC206/E-001/P-I/ Annx-1.4	0	
		DOC. NO.	REV	
	SHEET 1 OF 1			

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

Bidder shall either stipulate in this form

1. We make no exception/deviation to this bid or
2. This bid is subject to the following exception/deviations and fill in the below

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S / PDIL'S REPLY
	Section	Page No.	Clause No.	Subject		

- NOTE :**
1. If unavoidable, Bidder may stipulate deviations to the requirements of the Bidding Document only in this format.
  2. Bidder shall furnish Technical and Commercial deviations, if any, separately. Also, Technical deviations shall be furnished separately for each discipline i.e. Process, General Civil, Structural, Architectural, Piping, Mechanical Equipment, Pressure Vessels, Rotating Equipment, Electrical, Instrumentation, Construction etc.
  3. Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid non-responsive and liable to be rejected.

For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>BIDDER'S PROPOSED SCHEDULE</b>	PC206/E-001/P-II/ Annx-1.5	0	
		DOC. NO.	REV	
		SHEET 1 OF 1		

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

Bidder shall provide a bar-chart type schedule for the execution of the WORK and shall show the main activities with duration, their sequences, and the milestone events specified.

For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT</b>	PC206/E-002/P-I/ Annx-1.6	0	
		DOC. NO.	REV.	
	SHEET 1 OF 1			

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

We \_\_\_\_\_ (*Name of the Bidder*)\_\_\_\_\_ hereby represent that we have gone through and understood the Bidding Documents, **NIT NO: .....****DATED .....** (including but not limited to) the Commercial & Technical Requirements/ Specifications in Part I-Commercial and Part II-Technical of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents of Bidding Documents, Part I-Commercial and Part II-Technical of the Bidding documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. Further we undertake that in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement.

For and on behalf of .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

**NOTE: This declaration should be signed by the Bidder’s representative who is signing the Bid.**

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>	PC206/E-002/P-I/ Annx-1.7	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**FORMAT FOR BANK GUARANTEE TOWARDS  
EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>BANK GUARANTEE FOR</b> <b>CONTRACT PERFORMANCE / SECURITY DEPOSIT</b>	PC206/E-001/P-I/ Annx-1.8	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND  
PERFORMANCE GUARANTEE**

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>BANK GUARANTEE FOR ADVANCE / PROGRESS PAYMENT</b>	PC206/E-001/P-I/ Annx-1.9	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENTS**

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b>	PC206/E-001/P-I/ Annx-1.10	0	
	<b>PROFORMA OF CERTIFICATE OF NON-INVOLVEMENT OF AGENT</b>	DOC. NO.	REV.	
	<b>SHEET 1 OF 1</b>			

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

**Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on its letterhead.**

This is to certify that we have not engaged/involved any Indian agent/representative/consultant/retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/Retainer's/representative's/consultant's/associate's commission is payable in India or abroad against or in connection with any resultant Contract.

For and on behalf of .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS</b>	PC206/E-001/P-I/ Annx-1.11	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**(ON COMPANY'S LETTERHEAD)**

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

**(NIT NO : \_\_\_\_\_ DATED \_\_\_\_\_)**

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by OWNER.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/Clarifications.

For and on behalf of\* .....

Stamp & Signature\*\* : .....

Name : .....

Designation : .....

Date : .....

\* **Here fill in the name of bidder.**

\*\* **The Letter of Waiver must be signed by the person (s) authorised to sign.**

	<b>AVAADA GREEN AMMONIA PROJECT</b>  <b>CONTENTS OF BID AND CHECK LIST</b>	PC206/E-001/P-I/ Annx-1.12	0	
		DOC. NO.	REV	
		SHEET 1 OF 1		

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	AVAADA GREEN AMMONIA PROJECT	PC206/E-001/P-I/ Annx-1.13	0	
	ACKNOWLEDGEMENT CUM CONSENT LETTER	DOC. NO.	REV	
		SHEET 1 OF 1		

To,

M/S.Projects & Development India Limited  
PDIL Bhawan,  
A-14, Sector-1, Noida-201 301  
India

**Kind Attention.** :

Mrs. Anjali Thakur, Dy General Manager (MM),

**SUBJECT: AVAADA GREEN AMMONIA PROJECT**

**(NIT NO : ..... dated .....)**

Dear Sir,

We undertake that the contents of the above Tender Document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject works and furnish the following details with respect to our quoting office

Complete Address along with details of Contact person

.....  
.....  
.....

B) Contact Person, preferably at Delhi and/or Mumbai for Indian Bidders & anywhere in India for Foreign Bidders, if any :

Complete Address along with details of Contact person

.....  
.....  
.....

For and on behalf of : .....  
Stamp & Signature : .....  
Name : .....  
Designation : .....  
Date : .....

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>FORMAT FOR CONSTRUCTION SUB-  CONTRACTORS APPROVAL</b>	PC206/E-001/P-I/ Annx-1.14	0	
		DOC. NO.	REV.	
		SHEET 1 OF 1		

**SHALL BE PROVIDED TO PRE-QUALIFIED BIDDERS  
AFTER SIGNING OF NDA**

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>FORMAT FOR CONTRACT AGREEMENT</b>	PC206/E-001/P-I/ Annx-1.15	0	
		DOC. NO.	REV.	
		Page 1 of 5		

## FORMAT FOR CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT made at ..... this ..... day of 20\_\_ between .....AVAADA.....registered in India under the Indian Companies Act-1956, having its registered Office at ..... (hereinafter referred to as the “OWNER” which expression shall include its successors and assigns) of the One Part; and \_\_\_\_\_, a Company registered in India under the Indian Companies Act 1913/1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR”) of the other part:

**WHEREAS** the OWNER issued Tender No. \_\_\_\_\_ selection of LEPC 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, sustain load test run, performance guarantee test runs, six months supervisory operation and maintenance assistance after GTR, total project management and handing over of **0.5 Million Tonne Per Annum (1500 TPD) Green Ammonia Plant along with Associated Facilities** on LEPC and single point responsibility basis.

**AND WHEREAS** the Contract with respect to the said Tender has been awarded to the CONTRACTOR, pursuant whereto, the CONTRACTOR has to make supplies of materials and to execute works and to undertake services with the use of the said material as more specifically mentioned and described in the Contract Documents as hereinafter defined.

**AND WHEREAS** it is desirable to have a formal Document setting out the documents which comprise the Contract and determining certain other aspects as hereinafter appearing.

**NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:**

### ARTICLE 1

#### CONTRACT DOCUMENTS

1.1 The Contract Document shall comprise the following:

- i. Contract Agreement and its Appendices
- ii. Letter of Intent (LOI)
- iii. Clarification and replies exchanged between Owner and Contractor
- iv. The “Schedule of Prices” including Supplementary Price, if any submitted, by
- v. the Contractor

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>FORMAT FOR CONTRACT AGREEMENT</b>	PC206/E-001/P-I/ Annx-1.15	0	
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- vi. Instruction to Bidders
  - vii. Special Conditions of Contract including Amendments, if any, to the NIT
  - viii. Document
  - ix. Part II (Technical) of the NIT document including Amendments, if any to the
  - x. NIT Documents
  - xi. Technical Specifications and Drawings including Amendments, if any, to the
  - xii. NIT Documents
  - xiii. General Conditions of Contract including Amendments, if any to the NIT Document
- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Letter of Acceptance of Tender alongwith Annexures thereto and a copy of Notification of Acceptance of Bid dated.....are annexed hereto & said copies have been collectively marked as Annexure-'B'.
- 1.3 Where the CONTRACTOR is a Consortium of one or more entities, all members of the Consortium shall be jointly and severally liable for the performance of the Contract and of all obligations of the CONTRACTOR arising under the Contract and for the discharge of all the CONTRACTOR's liabilities to the OWNER under or in respect of the Contract and any claim of the OWNER without any limitation of liability as between the OWNER and the members aforesaid, notwithstanding the existence of any agreement between the said members inter se limiting the liability of any member for or in the performance of any duties or obligations under the Contract.

## ARTICLE 2

### SERVICES, SUPPLIES AND WORK

- 2.1 The CONTRACTOR shall make the Supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.
- 2.2 The CONTRACTOR shall undertake the works and perform the services specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract documents.

## ARTICLE 3

### PRICE AND COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR, the price for the said supplies and Compensation for the said works and services as specified in respect to each in the Contract Documents upon the satisfactory completion of the said supplies and satisfactory performance of the services and/or otherwise as may be specified in this behalf in the Contract Documents.

## ARTICLE 4

	<b>AVAADA GREEN AMMONIA PROJECT FORMAT FOR CONTRACT AGREEMENT</b>	PC206/E-001/P-I/ Annx-1.15	0	
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## JURISDICTION & GOVERNING LAW

- 4.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract or any award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 4.2 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

## ARTICLE 5

### ENTIRE CONTRACT

- 5.1 The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.

## ARTICLE 6

### NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Courier to the Project Manager as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the CONTRACTOR at \_\_\_\_\_ or other address for service subsequently notified by CONTRACTOR to the OWNER in this behalf in writing.

## ARTICLE 7

### WAIVER

- 7.0 Unless stipulated to the contrary in the CONTRACT, no failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding

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such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

## ARTICLE 8

### NON-ASSIGNABILITY

- 8.0 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

## ARTICLE 9

### LANGUAGE OF CONTRACT AND COMMUNICATION

- 9.0 The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

## ARTICLE 10

### GOVERNMENT OF INDIA NOT LIABLE

- 10.0 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent enter into contracts, solely in its behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising out of or under this Contract.

## ARTICLE 11

### NO LIABILITY ON DIRECTOR AND EMPLOYEE

- 11.0 No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent,

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representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, or omitted to be done.

**IN WITNESS WHEREOF THE PARTIES** hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED

FOR & ON BEHALF OF

AVAADA,

BY \_\_\_\_\_

SIGNED & DELIVERED

FOR AND ON BEHALF OF

(CONTRACTOR)

BY \_\_\_\_\_

(THIS DAY OF \_\_\_\_\_ 20\_\_\_\_)

IN THE PRESENCE OF:

1.(Name & Signature)

2. .(Name & Signature)

IN THE PRESENCE OF :

1. .(Name & Signature)

2. .(Name & Signature)

	<b>AVAADA GREEN AMMONIA PROJECT</b> <b>DECLARATION REGARDING BANNED /</b> <b>BLACKLISTED / DELISTING AND LIQUIDATION,</b> <b>COURT RECEIVERSHIP</b>	PC206/E-001/P-I/ Annx-1.16	0	
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**DECLARATION REGARDING BANNED / BLACKLISTED / DELISTING AND LIQUIDATION, COURT RECEIVERSHIP**

To,  
M/s Avaada GreenH2 private limited

SUB: \_\_\_\_\_

TENDER NO:

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

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, AVAADA reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist list of AVAADA.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to AVAADA by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal: