

Corrigendum for Global Tender Enquiry (GTE) issued

For

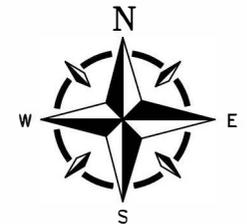
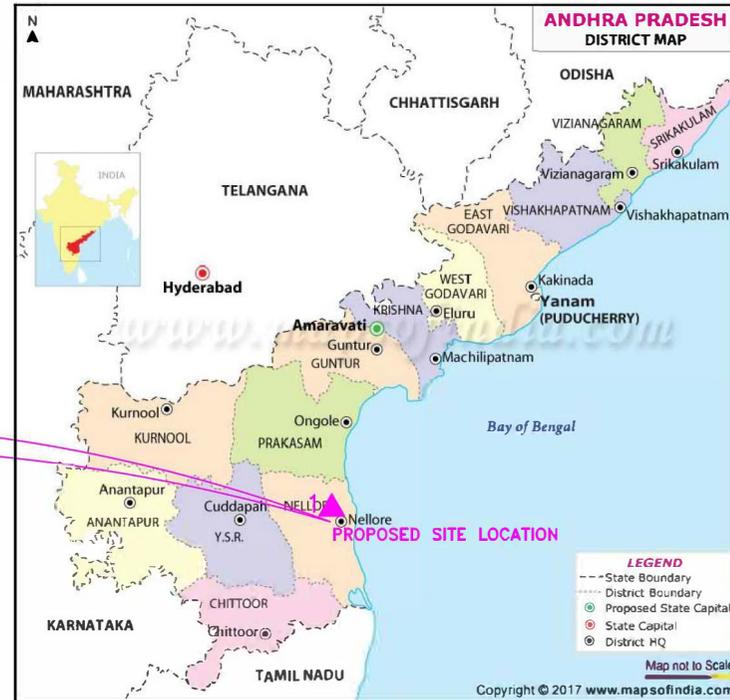
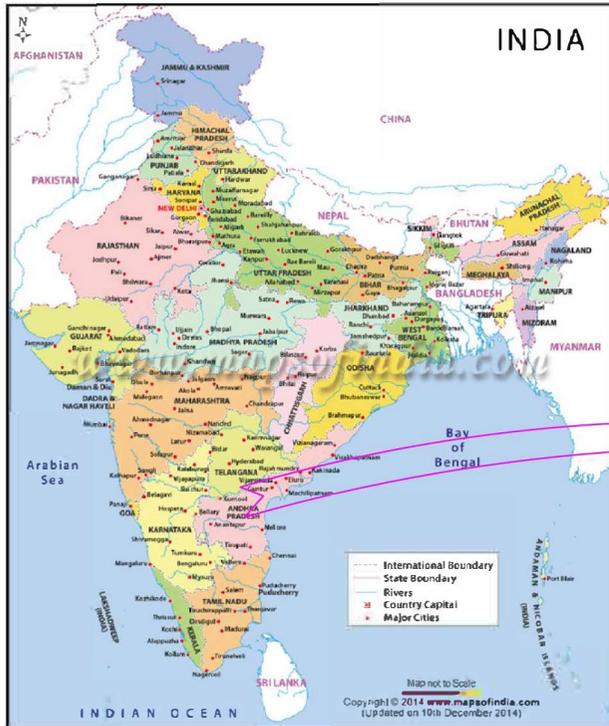
Engagement of EPCM Consultants to undertake Engineering, Procurement & Construction Management Services including Selection of Technology Provider for Establishing Facility for Aluminium Alloy Melting Slab Casting and Flat Rolled Products Production Facility at Nellore, Andhra Pradesh, India.

Bid reference: UADNL/ADVT/01/2021-22, Dated: 10.08.2021

Subject: Corrigendum for Clarifications based on Pre – Bid Meeting held on 17.08.2021 & communication received through email.

Clause Ref. No. of GTE & Page No.	Existing	Revised
1.1 & 12/124	General	Plant Layout is enclosed at <u>ANNEXURE - I</u>
	Clarifications	All clarifications after the pre-bid meeting are enclosed at <u>ANNEXURE – II</u>
Annexure -4 of GTE & 83 of 129	Terms of Payment	Terms of Payment enclosed at <u>Annexure - III</u>
5.0 (vii) of GTE & 07 of 129	Earnest Money Deposit (EMD)	Bid Security Form as per format attached at <u>Annexure - IV</u>
Due date	Receipt of Tender on or before: 30 th August 2021 at 17.30 Hrs. IST	Receipt of Tender on or before: 16th Sep 2021 at 17.30 Hrs. IST Opening of Tender Date: 17th Sep 2021 at 10.30 Hrs. IST

ANNEXURE - I



MISHRA DHATU NIGAM LIMITED

मेकॉन लिमिटेड
MECON LIMITED

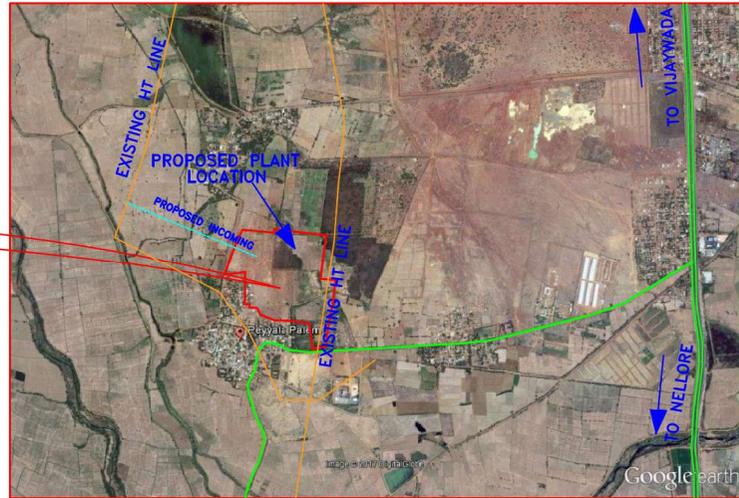
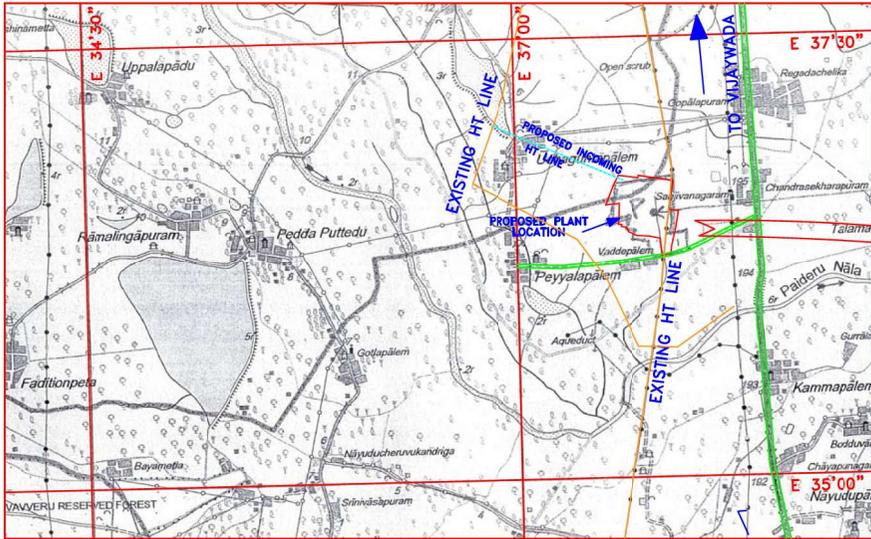
ALUMINIUM ALLOY FLAT ROLLED PRODUCTS PLANT, NELLORE, AP

LOCATION MAP

SECTION	GLAT	SCALE - NTS	SHEET
LOCATION	RANCM	DRG. No. MEC/11/14/07EW/001	1 OF 1
DESIGNED	AD		
DRAWN	AD		
CHECKED AND VERIFIED	LSM		
APPROVED	AKP		

SOURCE: www.mapsofindia.com

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SYMBOL LEGEND

- PROPOSED PLANT SITE
- ROAD
- HT LINE

	MISHERA DHATU NIGAM LIMITED
	मैकॉन लिमिटेड MBCON LIMITED
	ALUMINIUM ALLOY PLANT BOARD PRODUCTS PLANT, NELLORE, AP
	REGIONAL PLAN

SOURCE: www.googleearth.com
 SOURCE: Geological Survey of India

Scale	1:50,000
Projection	UTM
Zone	48Q
Datum	WGS 84
Units	Meters
Author	MBCON LIMITED
Year	2014

Clarifications based on Pre – Bid Meeting held on 17.08.2021 & communications received through email

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
5.0 (vii) of GTE &07 of 129	Earnest Money Deposit (EMD)	The bidder has to submit duly filled Bid Security Form against EMD as per format attached at <u>Annexure - IV</u>
1.1 (d) of Annexure-1 & 12 of 129	All EPCM activities necessary for the "Project" to fulfil its responsibilities in accordance with Owner's Policies and Obligations, including those attached in Annexure – 4 (Terms of Payment) even if not specifically covered in the EPCM Consultant's Scope of Work will form part of the "EPCM Work".	All EPCM activities necessary for the "Project completion" have to fulfil its responsibilities and obligations in accordance with Owner's Policies and Obligations, including those attached in Annexure – 4 (Terms of Payment) even if not specifically covered in the EPCM Consultant's Scope of Work will form part of the "EPCM Work". In case of compliance to any of Owners' policies requires additional work, other than that specified in the scope of the work in the tender, shall have to be carried out on mutually agreed terms between UADNL and Consultant.
2.3 (h) of Annexure-1 & 15 of 129	Receive and evaluate bids/quotations, organize /conduct clarification/pre-bid meetings with bidders at UADNL office.	As per tender
2.3 (m) of Annexure-1 & 16 of 129	Carry out Re-Tendering activities, if required.	As per tender
3.2 (a) of Annexure-1 & 17 of 129	Develop a Manual that shall contain all design parameters for the integrated Complex. The manual shall be updated as and when required, to ensure that all design parameters are correct and in accordance with Owner's requirements.	As per tender
3.3 (c) of Annexure-1 & 17 of 129	Assist for inspections at Vendor or construction sites as and when required.	As per tender

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
3.7 (b) of Annexure-1 &19 of 129	Ensure that all Detail Engineering complies with UADNL's insurance requirements and shall obtain insurer's approval for same.	Ensure that all Detail Engineering complies with UADNL's insurance requirements and shall prepare documents for obtaining Insurer's approval by UADNL
3.7 (l) of Annexure-1 & 19 of 129	3D "models" shall be developed and maintained during the design and be made available for design reviews.	All 3D models for all process / casting / Rolling / Extrusion units received from supplier shall be integrated with the 3D models developed for Balance of the Plant (BoP) by the Consultant adopting the similar methodology as that of Technology supplier/OEM.
5.6 (a) of Annexure – 1 & 33 of 129	Consultant shall equip its Project and Site offices at their own cost with all necessary data processing facilities (hardware and software) to perform the EPCM Work in the most efficient manner.	<p>Consultant shall equip its Project and Site offices at their own cost with all necessary data processing facilities (hardware and software) to perform the EPCM Work in the most efficient manner.</p> <p>Only space for construction of EPCM's office will be provided. In addition, drinking water will be provided free of cost. Electricity charges shall be borne by the consultant. All other necessary infrastructures required to carry out the EPCM consultancy services shall have to be arranged and the cost for the same shall be borne by the consultant.</p>
5.7 (d) of Annexure- 1&35 of 129	Note: - Documents as listed above, if not available from supplier, Technology Supplier, LSTK contractors etc., shall be prepared by the Consultant.	It is the responsibility of the EPCM consultant to ensure the availability of all documents from the Technology supplier/LSTK contractor, etc by incorporating suitable clause in the tender/contract & payment terms. In case of any shortfall in the necessary documents, the consultant shall arrange necessary document to nullify the impact of the same on UANDL.

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
7.5 (m) of Annexure-1 &39 of 129	Maintain liaison with Vendors and third-party inspection agencies	Inspection will be in the scope of the consultant. However, it is responsibility of the consultant to maintain liaison with vendors and third party inspection agency wherever and whenever statutory necessary for the inspection.
7.7.2 (a)& (b) of Annexure - 1& 40 of 129	Undertake detailed route survey between Port/ State Boundaries and construction site(s) and determine road/rails for transport and handling of equipment/material/deliveries to the site. Any necessary strengthening / reinforcement / diversions, etc required shall be identified and informed to OWNER for Approval and Consultant shall implement in co-ordination with local authorities.	The Consultant shall include suitable clause in the tender that supplier / service provider Undertake detailed route survey between Port / State Boundaries and construction site(s) and determine road / rails for transport and handling of equipment / material / deliveries to the site under supplier scope.
8.5(c) of Annexure -1 & 44 of 129	Carry out soil investigations as needed	As per tender
8.5(k) of Annexure -1& 45 of 129	Develop suitable Site offices for Consultant/OWNER/Technology Supplier requirements	Develop suitable Site office for Consultant. Plan a space provision for temporary office construction by other agencies.
8.8.2 (c) of Annexure - 1& 47 of 129	Operate a concrete Testing Laboratory.	Operation of the concrete testing laboratory will be monitored by the consultant
11 (b) of Annexure-1 &55 of 129	Resolve of issues relating to industrial Relations	Consultant shall assist UADNL to resolve issues relating to all Industrial Relations under the scope of EPCM consultancy work.
12.0 (f) of Annexure - 1& 47 of 129	Four (4) prints of 'Release For Construction' (RFC) drawings and schedules shall be furnished, required for use by UADNL and	As per tender

Clause Ref. No. of GTE & Page No.	Existing	Clarified /To be read as
	the contractor. The as-built drawings CD sin CAD format shall be submitted along with two nos. of hard copy.	
4.3 (c) of Annexure-2 & 60 of 129	The Bidders have to submit the following hard/soft copies at the Place / Address of submission as indicated at Proposal Details of the GTE within the due date & time specified for bid submission.	<p>The Bidders have to submit the hard & soft copies of the bid documents as stipulated under the clause 4.3 c. further clarification on the documents are as follows:</p> <p><u>soft copies:</u></p> <p>All techno - commercial bid documents after due attestation by the appropriate authorities of the consultant have to be submitted in soft copies to the email addresses mentioned on the tender document. Soft copy of the bid document along with evidence of the dispatch/Acknowledgment of dispatch receipt (from international courier service / Postal service) should be received within due date for bid submission.</p> <p><u>Hard copies:</u></p> <p>Techno-commercial bid documents have to be submitted in separate envelope as per Annexure-12 of the tender document. Price Bid shall have to be submitted hard copy only in a separate envelope as per details indicated at Annexure – 12 of GTE.</p> <p>Hard copies should reach the UADNL address as indicated in the tender not later than 3 working days beyond the due date of bid submission. Note: All bidders requested to submit all the relevant document with proper indexing and enabling for easy evaluation.</p>

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
5.1 of Annexure – 2 of 60 of 129	All Clauses [from 5.1 (a) to 5.1 (g)] under ‘criteria’ of Eligibility Criteria	As per tender
5.1 of Annexure – 2 of 62 to 63 of 129	All Clauses [from 5.1 (d) to 5.1 (f)] under Eligibility Criteria: Under Documents for confirmation. ii. Satisfactory completion certificate obtained from principal owner of the work for whom the work has been executed indicating the completion date.	All Clauses [from 5.1 (d) to 5.1 (f)] under Eligibility Criteria: Under Documents for confirmation. ii. Satisfactory completion certificate/other relevant supporting documents obtained from principal owner of the work for whom the work has been executed indicating /evidencing the completion date.
5.2 (f) of Annexure – 2 of 64 of 129	f. Copy of completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.	f. Copy of completion certificate / other relevant supporting documents issued by the Principal / project authorities in favour of the main agency showing/evidencing due completion of the package.
5.1 (h) of Annexure – 2 of 63 of 129	Unconditional acceptance of all technical & commercial Terms & conditions as outlined in the tender	This clause is deleted from Pre-Qualification Criteria. However, the bidder shall submit self-certified declaration indicating “Unconditional acceptance of all technical & commercial Terms & conditions as outlined in the tender”.
5.3 (h) of Annexure – 2 & 65 of 129	Site In-charge identified for the project shall be from the Consortium partner fulfilling the eligibility criteria 5.1 (e) or 5.1 (f) and the key person should have experience with minimum 15 years and must have successfully executed at least one project of the similar nature as project leader / Project Manager.	Project Manager / Project Leader identified for the project shall be from the Consortium partner fulfilling the eligibility criteria 5.1 (e) or 5.1 (f) and the key person should have experience with minimum 15 years and must have successfully executed at least one project of the similar nature in a project leader / Project Manager role.
6.6 of Annexure – 2 & 67 of 129	All clauses under Potential Evaluation Matrix	As per tender and further clarifications for clause no 6.6 (6) & 6.6 (7) are given below.

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
6.6 (6) of Annexure – 2 & 69 of 129	Annual turnover of Consulting firm for last three years (FYs) i.e. 2017-18, 2018-19, 2019-20 or FY 2018, FY 2019 & FY 2020 (In case Companies having financial closures in December Month).	Annual turnover of Consulting firm for last three financial years (FYs) i.e. 2017-18, 2018-19, 2019-20 or FY 2018, FY 2019 & FY 2020 (In case having financial closures in December Month) or latest three financial years of the respective Company/country, if financial closures in any other month other than March or December.
6.6 (7) of Annexure -2 & 69 of 129	Average Net profit figure “X” of the bidder over for last three financial years (FYs) i.e. 2017-18, 2018-19, 2019-20 or FY 2018, FY 2019 & FY 2020 (In case Companies having financial closures in December Month).	Average Net profit of Consulting firm for last three financial years (FYs) i.e. 2017-18, 2018-19, 2019-20 or FY 2018, FY 2019 & FY 2020 (In case having financial closures in December Month) or latest three financial years of the respective Company/country, if financial closures in any other month.
Notes ‘a’ and ‘b’ under Price Bid of Annexure – 3 & 69 of 129	<p>a. Bidder have to quote for all items as mentioned in Price Bid Format and to be quoted in Indian Rupees only.</p> <p>b. Bidder shall quote consultancy fee by fulfilling the following guidelines:</p> <p>a. For item 1.1 of the price bid, quoted fee should not more than 15% of the total consultancy fee</p> <p>b. For item 1.2 of the price bid, quoted fee should not more than 20% of the total consultancy fee</p> <p>c. For item 1.3 of the price bid, quoted fee should not more than 5% of the total consultancy fee</p> <p>d. For item 1.5 of the price bid, quoted fee should be minimum 15% of the total consultancy fee</p>	As per tender
Note ‘k’ under Price Bid of Annexure – 3 &81of 129	k. For item no 1.3, Man Month rates & man month for each key person shall be quoted as per the attached format below (@clause no. ‘o’) separately along with this price bid.	For item no 1.4, Man Month rates & man month for each key person shall be quoted as per the attached format below (@clause no. ‘o’) separately along with this price bid
Note ‘j, l & m’ under Price Bid of Annexure-3 &81 of 129	<p>j. The quoted consultancy fees for all the services mentioned here to will remain firm up till the completion of the project in all respects.</p> <p>l. The quoted fee shall remain firm till completion of project.</p>	As per tender.

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
	m. In case the integrated performance guarantee parameters are not achieved within one year from the date of integrated commissioning for reasons not attributable to consultant, relevant payments related to this milestones shall be released against submission of Bank Guarantee for equivalent amount valid up to 12 months plus three months as claim period	
Note 'o' under Price Bid of Annexure – 3 & 81 of 129	o. Bidder should indicate the proposed deployment of manpower separately for item description like for project management, Construction management, Erection & Commissioning Services and integrated operations of the plant to be carried out by the consultant to fulfil the complete scope as per table given below. Bidder may add or delete the type of manpower in the table, based on his assessment.	As per tender
3.0 of Annexure – 3 & 82 of 129 and 30 of Annexure-5&94 of 129	SECURITY DEPOSIT BANK GUARANTEE (SDBG) The Consultant shall submit Security Deport through Demand Draft /RTGS/Bank Guarantee for 10% of the total fee towards the Security Deposit within twenty-one (21) days of award of work in Client's approved pro-forma. The Security Deposit will not carry any interest. The Security Deposit shall remain valid up to the completion of the scope of work and services of the Consultant with an additional claim period of one year beyond the date of expiry. The Security Deposit Bank Guarantee (SDBD) shall be issued by any Nationalised /Scheduled commercial Bank of India encashable at Hyderabad, India. The SDBG proforma is enclosed at Annexure – 9.	SECURITY DEPOSIT BANK GUARANTEE (SDBG) The Consultant shall submit Security Deport through Demand Draft /RTGS/Bank Guarantee for 3% of the total fee payable towards the Security Deposit within twenty-one (21) days of award of work in Client's approved pro-forma. The Security Deposit will not carry any interest. The Security Deposit shall remain valid up to the completion of the scope of work and services of the Consultant with an additional claim period of one year beyond the date of expiry. The Security Deposit Bank Guarantee (SDBD) shall be issued by any Nationalised /Scheduled commercial Bank of India encashable at Hyderabad, India. The SDBG proforma is enclosed at Annexure – 9.
3.6 (b) of Annexure – 5 & 87 of 129	In case all performance guarantees of the project are not met within the 12 months period after commissioning not due to reasons attributable to UADNL, Consultant shall have an additional period of 2 months to meet such performance guarantees. In case even during the second performance test,	As per tender

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
	<p>performance guarantees are not met for reasons not attributable to UADNL, UADNL shall have the option either to accept the plant as such or jointly analyse and agree with CONSULTANT about the changes/modifications required to be made to the plant. In the event of changes/modifications to be taken up for the plant, CONSULTANT shall, without any additional cost to UADNL, provide any services of the type as originally provided, as may be required and for the purpose of change/modifications. All other costs including for equipment/material/ workmanship/ site work etc. shall be borne by UADNL. On completion of such changes/modifications, the plant shall be deemed to have been accepted after successful retrial or waiver as per UADNL's decision.</p>	
<p>4.1, 4.2 of Annexure – 5 &88 of 129</p>	<p>4.1. During the term and duration of this Contract, and till ten years thereafter UADNL and CONSULTANT shall not disclose to any third party, any Technical Information, process data, designs, drawings, plans, specifications, etc. received from the other party at any time either in whole or in part shall make all reasonable efforts to preserve the secrecy of the Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the work.</p> <p>4.2. The above undertaking shall not, however, extend to any such Technical Information which:</p> <ol style="list-style-type: none"> a. Is in the possession of either party prior to its receipt of the same, directly or indirectly from the other party. b. Is received by either party without any obligation not to disclose the same. 	<p>As per tender</p>

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
	c. Is or has become part of the public knowledge or literature since receipt of the same, directly or indirectly.	
5.2 of Annexure – 5 &89 of 129	Termination by UADNL	As per tender
6.0 of Annexure – 5 &89 of 129	Neither CONSULTANT nor UADNL shall be considered in default in performance of their obligations under this CONTRACT, if such performance is prevented or delayed by events such of war, hostilities, revolutions, riots, civil commotion, strike/lockout (for period exceeding 15 days), epidemic, fire wind, flood, draught.	Neither CONSULTANT nor UADNL shall be considered in default in performance of their obligations under this CONTRACT, if such performance is prevented or delayed by events such of war, hostilities, revolutions, riots, civil commotion, strike/lockout (for period exceeding 15 days), epidemic, pandemic (Considered only when declared by the Government), fire, wind, flood, draught.
9.0 of Annexure – 5 & 89 of 129	Ownership of documents and copy rights	As per tender
10.0 of Annexure – 5 & 89 of 129	The CONSULTANT will be liable and responsible for payment of all Income Tax and all other taxes like Goods and Service Tax (GST), etc., which may be levied on the fees/payment, received from the UADNL under the terms of this consultancy and shall keep the UADNL harmless against claim/liabilities and outgoing in this behalf.	As per tender.

Clause Ref. No. of GTE& Page No.	Existing	Clarified /To be read as
13.0 of Annexure – 5 & 95 of 129	Definition	Definition x. “Commissioning” shall denote the stage at which Units of the Project are able to produce at the production rates/system working rates, quality of the materials produced and other parameters as agreed with the contractor.
1.4.4 of Annexure – 14 &127 of 129	If CONSULTANT breaches the completion warranty set forth in Para1.4.1 and the delay is solely attributable to CONSULTANT, CONSULTANT shall pay to UADNL as liquidated damages for delay. The penalty shall be half percent (0.5%) of the Lump sum Price quoted for this consultancy services (without taxes & duties) for each week of delay or part thereof in PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)for the PROJECT as per mutually agreed schedule. The maximum aggregate penalty amount in respect of such delay shall be ten percent (10%) of the Lump sum Price quoted. The above shall not however, apply if the delay is due to force Majeure conditions.	As per tender

Note:-

1. Corrigendum will form part of a tender and all vendors shall compulsorily download the same and enclose along with Technical Bid (duly signed).
2. All vendors are requested to note the updates on our website.

TERMS OF PAYMENT**1.0 TERMS OF PAYMENT:**

The fees specified under Annexure – 3 of the Price Bid shall be paid as follows

1.1 Payment related to Procurement & Contract Engineering Services

Sl.	Milestone Description	Payment
i.	On submission of Draft tender specification of the major equipment and package for the project on prorata basis as per mutually agreed billing schedule.	15%
ii.	On receipt of Final Tender specification of major equipment and packages for the project on prorata basis as per mutually agreed billing schedule.	25%
iii.	On submission of contract documents and on order placement of contract/procurement, etc of the plant/complex on prorata basis as per mutually agreed billing schedule.	40%
iv.	On commissioning of major equipment & Packages or individual plant, etc. on prorata basis as per mutually agreed billing schedule.	10%

v.	On establishment of integrated operation and achievement of integrated performance guarantee parameters & indices of the entire project and issuance of performance acceptance of the work "PAC"	5%
vi.	Issuance of Final Acceptance Certificate.	5%

1.2 Payment related to Design & Engineering Services

Sl.	Milestone Description	Payment
i.	On submission /checking/approval of design information, design drawings, other drawings, specifications, documents, manuals of civil & structural, electrical & instrumentation, utilities & water system and other vendor drawings, etc. of the complex/plant - on prorata basis as per mutually agreed billing schedule.	60%
ii.	On successful commissioning for individual packages of the plant/complex - on prorata basis as per mutually agreed billing schedule.	25%
iii.	On establishment of integrated operation and achievement of integrated performance guarantee parameters & indices of the entire project & on issuance of performance acceptance of the work "PAC" and on submission of all final G. A, Detail drawings, Documents, Manual, As built drawings, specifications, Insurance & Commissioning spares lists, their sources, etc.	10%
iv.	Issuance of Final Acceptance Certificate.	5%

1.3 Payment related to Inspection and Expediting Services

The lump sum fee shall be paid on successful completion of inspection & receipt of equipment/structural material at site on prorata basis as per mutually agreed billing schedule for packages of the project.

1.4 Payment related to Project management and Construction Management Services

- i. Progressive payment will be made for 60% of Lump sum fee on quarterly basis & prorata basis as per mutually agreed billing schedule subject to fulfilment of planned man-months deployed by the Consultant, the project completion schedule / revised schedule.
- ii. 25% of Lump sum fee shall be paid on prorata basis on completion of agreed milestones of project schedule (like erection of equipment/completion of foundation/pipeline work, etc) for all individual units, auxiliary & support services, etc.
- iii. 10% of Lump sum fee shall be paid on integrated operation after commissioning of the Facilities and issue of Provisional Acceptance of the facilities (PAC)
- iv. 05% of Lump sum fee shall be paid after issue of final acceptance certificate.

1.5 Payment related to Integrated operation & Post Commissioning Services

- i. 70% of Lump sum fee shall be paid after integrated operation of the project.
- ii. 25% of Lump sum fee shall be paid on achievement of integrated performance guarantee parameters & indices of the entire project and issuance of Performance Acceptance of Works or PAC for the entire project
- iii. 05% of Lump sum fee shall be paid after issue of final acceptance certificate.

Signature of the bidder
(With Company Seal)

BID SECURING DECLARATION FORM

Date: _____

Tender No. UADNL/ADVT/01/2021-22

FROM,

(Insert complete name and address of the Tenderer)

To: **Utkarsha Aluminium Dhatu Nigam Limited**

I/We, the undersigned, declare as follows:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any future tender with UADNL for a period of Two Years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)