



**ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY  
SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY  
FOR COAL BASED AMMONIA UREA PROJECT**



**TALCHER FERTILIZERS LIMITED, TALCHER, ODISHA.**

Date: 28.12.2021

**AMENDMENT – I**

**NIT, NO. PNMM/PC-183/E-4014/NCB Dated 10.12.2021**

**Sub.: Engagement of PMC for providing Consultancy Services for Construction of Railway Siding Facility for Coal Based Ammonia Urea Project of TFL at Talcher Angul District, Odisha.**

This is for information to all shortlisted Bidders who are willing to participate in the subject NIT, that Amendment-I date 28.12.2021 is being issued and shall be read in conjunction to the NIT.

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

For & on behalf of  
Talcher Fertilizers Limited

(Anjali Thakur)  
Dy. G.M (MM)

Projects & Development India Ltd.

**Amendment – I Dated 28.12.2021 to NIT No. PNMM/PC-183/E-4014/NCB DATED 10.12.2021 For**

**ENGAGEMENT OF PMC FOR PROVIDING CONSULTANCY SERVICES FOR CONSTRUCTION OF RAILWAY SIDING FACILITY FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA**

Sl. No.	Reference of Bidding Document				Existing Clause	Amendment Type	Amended Clause
	Part / Sec	Page No.	Clause no	Subject / Heading		M/D/A	
<b>SECTION-IV_GENERAL CONDITIONS OF CONTRACT</b>							
1	S-IV	100	Article-8 (8.1)	Taxes & Duties	PMC shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.	D	The referred clause stands deleted
2.	S-IV	101	Article-8 (8.2)	Taxes & Duties	Statutory variation in taxes (GST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by TFL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.	M	<b><u>The referred clause is amended as hereunder:</u></b> Any statutory variation in GST, shall be payable up to CONTRACTUAL COMPLETION PERIOD against documentary evidence. 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 Goods and Services provided to the OWNER shall be refundable to the OWNER at actuals within the CONTRACTUAL COMPLETION PERIOD and also during the delayed contractual Project completion, if any. The PMC 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 new taxes, duties, cess, levies notified or imposed after the submission of Price Bid but before CONTRACTUAL COMPLETION PERIOD shall be to OWNER's Account.

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							<p>In case of delayed completion beyond the CONTRACTUAL COMPLETION PERIOD for reasons solely attributable to PMC, even though extension of completion time is allowed by OWNER, all extra costs on account of changes of statutory regulations/ acts shall not apply to the Contract price and shall be borne by the PMC.</p> <p>However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.</p> <p>In case the CONTRACTUAL COMPLETION PERIOD is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended CONTRACTUAL COMPLETION PERIOD shall be to OWNER's Account.</p> <p>Claim for payment of GST (CGST &amp; 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 &amp; SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.</p> <p>The base date for the purpose of applying statutory variation shall be the Bid Due Date.</p>

**M: MODIFICATION, A: ADDITION, D: DELETION**

**Note: - The clauses in Amendment shall take precedence/superseded over all other pre bid replies against the respective clause.**