



HINDUSTAN URVARAK & RASAYAN LIMITED

(A JV of NTPC, CIL, IOCL, FCIL & HFCL)
SCOPE Minar, Core 2, 2nd Floor,
Laxmi Nagar District Center, Delhi-110092

sl no.	Clause Ref. no.	Original Clause	Amended Clause
1	3.2 of Instruction to Bidders	Above project is to be implemented on Lump Sum Turn Key (LSTK) mode for main Ammonia (2200 MTPD) and Urea (3850 MTPD) plants along with GTG- HRSG and Ammonia Storage system (2*5000 MT). However remaining offsite facilities shall be carried out on EPCM basis by selected Project Management Consultant	Above project is to be implemented on Lump Sum Turn Key (LSTK) mode by a LSTK contractor for main Ammonia (2200 MTPD) and Urea (3850 MTPD) plants along with GTG- HRSG and Ammonia Storage system (2*5000 MT). However, remaining off-site facilities and utilities shall be carried out on package basis / conventional Engineering, Procurement & Construction Management (EPCM) mode.
2.	9.2.1 (i) of Instruction to Bidders	<p>(i) Bid Security along with 'No Deviation Certificate' and Letter of Undertaking(to be submitted in a separate sealed envelopebefore the stipulated bid submission closing date and time)</p> <p>Bid Security along with 'NO Deviation Certificate' and a Letter of Undertaking shall be furnished in accordance with ITB Clause 12.0 in a sealed envelope, super scribed on the top as under and be addressed to the concerned persons at the address mentioned at ITB Clause 12.3 :</p>	<p>(i) Bid Security along with 'No Deviation Certificate', <u>'Integrity Pact'</u> and Letter of Undertaking (to be submitted in a separate sealed envelope before the stipulated bid submission closing date and time)</p> <p>Bid Security along with 'NO Deviation Certificate', <u>'Integrity Pact'</u>,and a Letter of Undertaking, shall be furnished in accordance with ITB Clause 12.0 in a sealed envelope, super scribed on the top as under and be addressed to the concerned persons at the address mentioned at ITB Clause 12.3.</p> <p>"Original Bid Security along with 'NO Deviation</p>



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		<p>"Original Bid Security along with 'NO Deviation Certificate' and Letter of Undertaking for Consultancy Services for the proposed 2200 MTPD Ammonia & 3850 MTPD Urea Plants and associated Offsites & Utilities at Barauni" as per Bidding Document No HURL/HQ/04/101/1 due on (date of Bid Opening) from M/s..... (Name of the Bidder)".</p> <p>The bidders [.....] Bid Security in postal transit.</p>	<p>Certificate', <u>Integrity Pact</u>, and Letter of Undertaking for Consultancy Services for the proposed 2200 MTPD Ammonia & 3850 MTPD Urea Plants and associated Offsites & Utilities at Barauni" as per Bidding Document No HURL/HQ/04/101/1 due on (date of Bid Opening) from M/s..... (Name of the Bidder)".</p> <p>The bidders [.....] Bid Security in postal transit.</p>
3	12.2 of Instruction to Bidders	<p>The Bid Security shall be accompanied with a Letter of Undertaking in the Proforma enclosed in the Bid Documents as Annexure-A and 'No Deviation Certificate' in the Proforma enclosed in the Bid Documents as Annexure-A1 to the General Conditions of Contract</p>	<p>The Bid Security shall be accompanied with a Letter of Undertaking, No Deviation Certificate, duly signed Integrity Pact in the Proforma enclosed in the Bid Documents as Annexure-A, Annexure-A1 to the General Conditions of Contract <u>and Annexure-A4</u> to the General Conditions of Contract respectively.</p> <p>(Annexure-A4 is enclosed at Attachment-1 to this amendment no. 01)</p>
4	12.3 of Instruction to	The Bid Security along with Letter of	The Bid Security along with Letter of Undertaking,



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	Bidders	<p>Undertaking and 'No Deviation Certificate' shall be submitted in a separate sealed envelope before the last date & time for submission of Bid Proposal mentioned in the Bidding Document/ subsequent communication in writing from the Owner at the address mention below by hand or by Registered Post.</p> <p>HURL Limited, Contract Services, Core-2,2ndFloor, Scope Minar Laxmi Nagar District Centre <u>New-Delhi-110092,</u></p> <p>Concerned Persons: Mr. SuhasDatta, GM (Contract Services)/ Mr. RakeshKumar Agrawal,. Dy. Mgr. (Contract Services)</p>	<p>and 'No Deviation Certificate' <u>and Integrity Pact</u> shall be submitted in a separate sealed envelope before the last date & time for submission of Bid Proposal mentioned in the Bidding Document/ subsequent communication in writing from the Owner at the address mention below by hand or by Registered Post.</p> <p>HURL Limited, Contract Services, Core-2,2ndFloor, Scope Minar Laxmi Nagar District Centre <u>New-Delhi-110092,</u></p> <p>Concerned Persons: Mr. Suhas Datta, GM (Contract Services)/ Mr. Rakesh Kumar Agrawal,. Dy. Mgr. (Contract Services)</p>
5	19.2 of Instruction to Bidders	<p>The Owner shall first open the Bid Security along with the No Deviation Certificate and Letter of Undertaking (submitted in separate sealed envelopes), of all the bidders.</p> <p>The Owner shall open the envelopes</p>	<p>The Owner shall first open the Bid Security along with the No Deviation Certificate, and Letter of Undertaking, and <u>Integrity Pact</u> (submitted in separate sealed envelopes), of all the bidders.</p> <p>The Owner shall open the envelopes containing Bid</p>



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		<p>containing Bid Security first. The Owner shall allow only those bids to be opened whose Bid Security has been received in HURL and is of adequate value and acceptable as per conditions of the Bid Documents.</p> <p>If the BID SECURITY submitted by the Bidder has a minor deviation with respect to the format enclosed with the bidding documents, 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 BID SECURITY, its Bids will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.</p> <p>The date and time for opening of Price Bids shall be intimated separately by Owner after completion of evaluation of Techno-Commercial Bids.</p>	<p>Security first. The Owner shall allow only those bids to be opened whose Bid Security has been received in HURL and is of adequate value and is in acceptable format acceptable as per conditions of the Bid Documents.</p> <p>If the BID SECURITY submitted by the Bidder has a minor deviation with respect to the format enclosed with the bidding documents, 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 BID SECURITY, its Bids will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.</p> <p>The date and time for opening of Price Bids shall be intimated separately by Owner after completion of evaluation of Techno-Commercial Bids.</p>
6	20.1 of Instruction to Bidders	Before taking up the evaluation, compliance to the requirements of the Bidding Documents in respect of	Before taking up the evaluation, compliance to the requirements of the Bidding Documents in respect of submission of "No Deviation



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		<p>submission of “No Deviation Certificate” and “Letter of Undertaking” by the bidder as brought out clause 9.2.1 above will be checked,. In case these documents duly signed and stamped are not found in the Separate sealed envelope/Techno-Commercial bid, the bidder will be asked to submit these documents before the Price-bid opening. Failure to complying these requirements by the bidder, the bid shall be rejected .</p>	<p>Certificate”, “<u>Letter of Undertaking</u>” and <u>‘Integrity Pact’</u> by the bidder as brought out clause 9.2.1 above will be checked,. In case these documents, duly signed and stamped, are not found in the Separate sealed envelope/Techno-Commercial bid <u>and/or they are not found as per the format given in the bidding document</u>, the bidder will be asked to submit these document in the prescribed format before the Price-bid opening. <u>If a bidder fails</u> Failure to complying with these requirements by the bidder, its the bid shall be rejected.</p>
7	10.2 of Instruction to Bidders	<p>Bidder should quote the lump sum price and manday/manmonth charges/rate for the entire scope of services for as per HURL Specification and Scope of Services. The aforesaid lump sum price and manday/manmonth charges/rate should be on firm price basis and should be inclusive of all Taxes, Duties and Levies, etc. except GST. GST shall be paid by Owner at actual as brought out at para 21.3 below. Any statutory</p>	<p>Bidder should quote the lump sum price and manday/manmonth charges/rate for the entire scope of services for as per HURL Specification and Scope of Services. The aforesaid lump sum price and manday/manmonth charges/rate should be on firm price basis and should be inclusive of all Taxes, Duties and Levies, etc. except GST <u>at prevailing rates as on seven (07) days prior to date of Techno-Commercial Bid opening. Bidder is required to ascertain themselves the prevailing rate of GST (after taking into account the benefit</u></p>



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variations & any new cess and/or levies there upon during the currency of the contract on GST shall also be paid by Owner, subject to submission of the documentary evidences. GST on the consultancy services rendered by the consultant for quantity variation/Extra work shall be paid by the owner separately. Further, If any new Tax or Duty or cess and/ or levies is imposed on the Consultancy Fee after seven (7) days prior to date of Techno-Commercial Bid opening, the same shall be reimbursed to the bidder against the documentary evidences.

Further, the quoted [.....] on this account.

of due input tax credit under GST) as on seven (07) days prior to date of Techno-Commercial Bid opening and quote accordingly. Provision of GST law in respect of Related Persons / Parties may appropriately be taken into consideration by Bidders while submitting their bids.

~~GST shall be paid by Owner at actuals **but limited to the GST amount** as brought out at para 21.3 of ITB below. **Liabilities arising out of statutory variations in taxes shall be reimbursed by HURL in accordance with Clause 8 of General Conditions of Contract.** Any statutory variations & any new cess and/or levies there upon during the currency of the contract on GST shall also be paid by Owner, subject to submission of the documentary evidences. GST on the consultancy services rendered by the consultant for quantity variation/Extra work shall be paid by the owner separately. Further, If any new Tax or Duty or cess and/ or levies is imposed on the Consultancy Fee after seven (7) days prior to date of Techno-Commercial Bid opening, the same shall be reimbursed to the bidder against the documentary evidences.~~

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8	25.1 of Instruction to Bidders	<p>25.1 CONTRACT AGREEMENT</p> <p>The bidder who has been issued the letter of award, shall enter into formal contract agreement with HURL (as per proforma enclosed at Annexure- A3 of GCC) on the date and place to be notified by HURL. Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a Fax of Letter of Award. Until the final Contract Documents are prepared and executed, LOA shall be constitute a bidding contract between the successful Bidder and HURL.</p>	<p>25.1 CONTRACT AGREEMENT</p> <p>The bidder who has been issued the letter of award, shall enter into formal contract agreement with HURL (as per proforma enclosed at Annexure- A3 of GCC) on the date and place to be notified by HURL. Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a Fax of Letter of Award. Until the final Contract Documents are prepared and executed, LOA shall be constitute a bidding <u>binding</u> contract between the successful Bidder and HURL.</p> <p>(Annexure-A3 attached at Attachment No. 02 to this Amendment no. 01)</p>
9	32.0 (New Clause)- Instruction to bidders		<p>Insert following new clause at Sl. No. 32</p> <p>32.0 Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure-A4 of GCC (executed on plain paper), which has been pre-signed by Owner, and submit the same duly</p>



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			<p>signed on all pages by the bidder's authorized signatory alongwith the bid.</p> <p>The Integrity Pact shall be submitted in Envelope-I (Techno-Commercial) bid as per clause 9.2.1 &12.2 of ITB.</p> <p>As mentioned at Clause 20.1 of ITB, in case, the Integrity Pact, duly signed and stamped, is not found in the Separate sealed envelope/Techno-Commercial bid and/or it is not found as per the format of the bidding document, the bidder will be asked to submit this document in the prescribed format before the Price-bid opening. If a bidder fails to complying with these requirements, its bid shall be rejected.</p>
10	8.1 of General Conditions of Contract	8.1 All taxes, duties & levies (including , surcharge and cess there upon as applicable) , insurance charges for Consultant's personnel, license fees, etc. (excluding GST)shall be included	8.1 All taxes, duties & levies (including , surcharge and cess there upon as applicable) , insurance charges for Consultant's personnel, license fees, etc. (excluding GST)shall be included in the bid price for the entire scope of work and the same shall be borne by the Consultant .HURL will not



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		<p>in the bid price for the entire scope of work and the same shall be borne by the Consultant .HURL will not bear any expenditure, whatsoever on this account . GST shall be paid by Owner at actual as brought out at para 21.3 of ITB.</p> <p>Any statutory variations [.....] documentary evidences.</p> <p>Payments to Service Provider for claiming GST and cess thereupon amount will be made provided the above formalities are fulfilled. Further, HURL [.....] GST regime shall be followed by the Consultant.</p>	<p>bear any expenditure, whatsoever on this account . GST shall be paid by Owner at actual <u>but limited to GST amount</u> as brought out at para 21.3 of ITB.</p> <p>Any statutory variations [.....] documentary evidences.</p> <p>Payments to Service Provider for claiming GST and cess thereupon amount will be made provided the <u>formalities mentioned herein are fulfilled</u>. Further, HURL [.....] GST regime shall be followed by the Consultant.</p>
11	37.2.1 of General of Conditions of Contract	CONSULTANT shall, and hereby guarantees that CONSULTANT and its Subcontractors shall, indemnify and hold harmless the OWNER, its Affiliates and any co-venturers for loss of and damage to property not owned	CONSULTANT shall, and hereby guarantees that CONSULTANT and its Subcontractors shall, indemnify and hold harmless the OWNER, its Affiliates and any co-venturers for loss of and damage to property not owned by and not under the care, custody or control of OWNER, its



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		by and not under the care, custody or control of OWNER, its affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of CONSULTANT , its Affiliates and/ or Subcontractors in performance of CONSULTANT 's obligation under this Contract.	affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of the CONSULTANT and/or its Affiliates and/ or its Subcontractors in performance of CONSULTANT 's obligation under this Contract.
12.	7.5 (New Clause) of General Conditions of Contract	-New Clause-	Insert following new clause at Sl. No. 7.5 of GCC 7.5 In case the contract is awarded to a CPSU/CPSE company, CPG in the form of Corporate Guarantee, as an alternative to Bank Guarantee , is also acceptable to HURL. The format of Corporate Guarantee shall be discussed and mutually agreed upon in case of award. All other terms and conditions of CPG shall remain same in such scenario as well.
13	<u>Annexure-D-Proforma</u> of Bank Guarantee for Contract Performance- Note 1	NOTE: 1. * The date shall be three (15) Months beyond the schedule date for	NOTE: 1. * The date shall be three (3) Months beyond the schedule date for completion of commissioning and



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		<p>completion of commissioning and Performance & Guarantee Test Run (PGTR) identified under the Package/Contract.</p> <p>@ This amount shall be 10 % of the total contract price as mentioned at Clause 7 of GCC (Vol-IB)</p>	<p>Performance & Guarantee Test Run (PGTR) identified under the Package/Contract.</p> <p>@ This amount shall be 10 % of the total contract price as mentioned at Clause 7 of GCC (Vol-IB)</p>
14	Anenxure-F2 of General Conditions of Contract		Revised Annexure-F2 is enclosed at Attachment-3 to this Amendment No. 01
15	Clause 2.1 of Special Conditions of ContractThis shall include the Project leader, Recognized Qualified Person (RQP) and key personnel and their bio data.....This shall include the Project leader, Qualified Person (QP) and key personnel and their bio data.....
16	Clause 3.1 of Special Conditions of Contractprepare and submit to the Engineer-in-Charge daily / weekly/ monthly progress report (as per Technical Specifications) showing the progress and status of the Works being performed.....prepare and submit to the Engineer-in-Charge daily / weekly/ monthly progress report (as per Technical Specifications), as applicable , showing the progress and status of the Works being performed.....



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17	Clause 4 “Terms of Payment” of Special Conditions of Contract		This clause shall be replaced by revised terms of payment as attached at Attachment-4 to this Amendment no. 01
18	Schedule-2 of Bid Proposal Sheets for Techno-Commercial Bid		Revised Schedule-2 is enclosed at Attachment-5 to this Amendment No.01.
19	Clause 11 (New Clause) of Special Conditions of Contract	-New Clause-	Add following new clause at Sl. No. 11 of SCC 11.0 If the owner has terminated the contract pursuant to Section 3 of Integrity Pact, the Owner shall encash the Contract Performance Guarantee, in accordance with Section 4 of Integrity Pact.
20	Clause 11.1 of Technical Specifications (Vol-II)	11.1 Guarantee against Project Time Schedule 11.1.1 CONSULTANT guarantees [.....] intended. 11.1.2 CONSULTANT shall guarantee that the Consultancy Services [.....]for reasons not attributable to CONSULTANT).	11.1 Guarantee against Project Time Schedule Above Guarantee shall be as per Clause 12.2 of General Conditions of Contract. 11.1.1 deleted 11.1.2 deleted 11.1.3 deleted



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		11.1.3 In case of delay in delivery of documents[.....] above.	
21	Clause 5,6,7,11.3,11.4, 11.5,12,13,14,15,16,18 .0, 21.0, Enclosure-I of Technical Specifications (Vol-II)	--	These Clauses stands deleted from Technical Specifications (Vol-II)