



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	Relevant Clause	Bidder's Clarification	HURL's Replies
1	Clause 11.0 'Currency of Bid' of Instructions to Bidders	As per this Clause " the prices / rates for Sl. No. 6 of the Price Schedule / SOR should also be quoted by the Bidders in Indian Rupees." Please clarify if the bidder needs to mandatorily quote the price / rate at Sl. No. 6 in Indian Rupees or the same can be quoted in United States Dollars only.	Bidder is required to quote their man-day charges for Sl. No. 6 of SOR in Indian Rupees, except for some component of man-day charge which may be quoted by the bidder in US \$,to meet the incidental expenditure during their stay period in abroad.
2	Clause 14.2 of General Conditions of Contract (Volume-IB)	It is understood that the following facilities are to be provided to HURL Engineers / representatives for fruitful participation in the work: Office Space, Desktop / Laptop, Communication Facilities like Internet & Telephone (STD /Local) and Meeting Room(s) as & when required. Please confirm	The travel charges (i.e local transportation charges, rail /air fare) and the boarding and lodging charges of HURL engineers/ representatives shall be arranged/borne by HURL However, other incidental facilities shall be provided by the consultant to have fruitful participation in the work.
3	Clause 16.3 'Protection of Title', of General Conditions of Contract (Volume-IB)	Kindly clarify the role of CONSULTANT in protecting HURL's Title as per this Clause.	The provisions of the bidding document is clear and. Bidder is to comply with the provision of the bidding documents.



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4	Clause 22.0 'Patent Infringement Indemnification', of General Conditions of Contract (Volume-IB)	<p>CONSULTANT, being the Project Management Consultant for the Project, shall review the documents prepared by the LSTK Contractor for Ammonia-Urea Plant and shall carry out Engineering for Offsites which does not need any patented information of any process licensor. Therefore, the eventuality of any design document of PDIL causing patent infringement may not arise.</p>	<p>It may be noted that the scope of the consultant is not only limited to the LSTK contract but also covers the other areas pertaining to non-LSTK jobs and EPCM work, wherein detailed engineering and necessary technical know-how input is in scope of the consultant. Further, these provisions, apart from the patent infringement per se, also envisage the infringement of methods, designs document, trademark, copyright or unauthorised use of a third party's trade secrets.</p> <p>Bidder is therefore required to comply with provisions of the bidding document.</p>
5	Clause 23.1.2 'Termination for Default', of General Conditions of Contract (Volume-IB)	<p>CONSULTANT's Overall Maximum Liability under this assignment is limited to 5% of the Lumpsum Fee against Home Office Services only. Therefore, the provision of liability of the CONSULTANT for any excess cost incurred on account of getting the services done by some other Consultant may please be deleted</p>	<p>The provisions of the bidding document are clear and shall prevail.</p>



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6	Note-1, Annexure-D of General Conditions of Contract	It appears there is a typographical error in the time frame defined beyond the scheduled date for completion of Commissioning & PGTR. Please clarify if it is 3 or 15 months	Please refer Amendment no 1 to the bidding document.
7	Clause 2.5, Annexure-F2 of General Conditions of Contract	HURL is requested to clarify in which condition HURL shall not be entitled for input tax credit.	Please refer Amendment No.1 to the bidding document
8	Clause 4.0 'Terms of Payment', of Special Conditions of Contract (Volume IC)	Payment Terms mentioned under this head are at variance with the ones mentioned in the Technical Specifications. Please clarify	Please refer Amendment no 1 to the bidding document
9	Clause 4.1.1(iii) 'Technical Specifications' (Volume-II)	HURL is requested to accept monthly review meetings with the LSTK Contractor. The concept of daily / weekly meetings does not appear practical for such projects	The bidder's concerns are noted. However, the frequency of review meetings with LSTK contractor/non-LSTK contractor and other concern agencies shall be mutually discussed and agreed upon at the time of finalization of the work methodology in case of award.
10	Clause 18.0 'Guarantee Performance'	HURL is requested to modify the applicability condition for submission of Guarantee for Performance such that in case the successful	Please refer Amendment no 1 to the bidding document



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	(Volume-II)	bidder is a private entity, they shall be required to submit a Bank Guarantee and if the successful bidder is a Public Sector Undertaking, they shall submit a Corporate Guarantee	
11	General	It may be noted that at various places in the Tender Document, the Clause References have been inadvertently replaced with the phrase 'Error! Clause Reference not found'.	The bidder's comments are noted.
12	Clause 7.0 'Contract Performance Guarantee', of General Conditions of Contract (Volume-IB)	It is understood that 'Contract Price' indicated in this Clause shall mean the Total Lumpsum Fee for Home Office Services indicated at Sl. No. (A) of the Schedule of Rates. Kindly confirm.	It is clarified that The Contract Price shall be the awarded value of the contract which will be the prices as quoted by the bidder at Sl. No C) of SOR i.e GRAND TOTAL OF ALL SERVICES TO BE PROVIDED BY CONSULTANT (i.e. Total fee for home services (part-A)+Total additional fee(Part-B))
13	Clause 8.6 'Taxes, Duties and Insurance', General Conditions of Contract (Volume-IB)	Tax Liability, if any, on deputation of CONSULTANT's personnel abroad shall be borne by CONSULTANT only where the tax liability arises out of Tax Laws of India. In case the tax liability is arising out of Tax Laws of the country of visit / deputation, the same shall be borne by HURL.	The bidder shall ascertain themselves of all the incidents of tax liabilities in connection with the execution of the contract and the bidder shall include all the financial implication/liabilities in respect of in their fees/mandays charges, except for GST as per the provisions of the bidding documents.



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14	Clause 14.2 of 'Association of CONSULTANT Engineers', General Conditions of Contract (Volume-IB)	<p>It is understood that the following facilities are to be provided to HURL Engineers / Representatives for fruitful participation in the work:</p> <p>Office Space, Desktop / Laptop, Communication Facilities like Internet & Telephone (STD /Local) and Meeting Room(s) as & when required. Please confirm</p>	Please refer HURL's replies at Sl. No. 2 above.
15	Clause 22.0 'Patent Infringement Indemnification', General Conditions of Contract (Volume-IB)	<p>As discussed during the pre-bid meeting, this Clause shall be applicable to CONSULTANT for Consultancy Services to be rendered for Non-LSTK Packages and Balance Offsites & Utilities only.</p>	Please refer HURL's replies at Sl. No.4 above
16	Clause 37.2.1 'Indemnification', General Conditions of Contract (Volume-IB)	<p>As per discussions, CONSULTANT can't indemnify the OWNER against the damage(s) caused by wrongful acts / omissions of other any other Consultant. Accordingly, HURL may please delete the words 'any of' from the last but 2nd line of this Clause</p>	The provisions of the bidding document shall prevail. However, in this regard, also refer Amendment No 1 to the bidding documents.



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17	Clause 2.0 'Methodology of Execution of Contract', Special Conditions of Contract (Volume-IC)	As discussed during the pre-bid meeting, HURL may please delete the term 'Recognized Qualified Person' used in this clause as the same is not applicable in this Project.	In this regard, please refer Amendment No. 1 to the bidding documents.
18	Clause 4.0 'Terms of Payment', Special Conditions of Contract (Volume-IC)	As discussed during the pre-bid meeting, we propose that the payment terms indicated at Clause 4.0 'Terms of Payment' of Chapter-4 'Special Conditions of Contract' of the Tender Document may please be modified as follows: <ul style="list-style-type: none"> • 10% (Ten Percent) payment on completion of the following activities: <ol style="list-style-type: none"> i) Signing of Formal Contract Agreement but not later than 21 days from issuance of the Letter of Intent / Letter of Award. In case Formal Contract Agreement is not signed within 21 days from issuance of the Letter of Intent / Letter of Award by HURL to CONSULTANT for reasons not solely attributable to CONSULTANT, this milestone shall be deemed completed for the purpose of payment of advance (HURL is requested to 	In this regard, please refer Amendment No 1 to the bidding documents.



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share the Format of Contract Agreement)

ii) Finalization of Methodology for Execution of the Contract and approval thereof by Engineer in Charge

iii) Submission of an unconditional Bank Guarantee valid up to ninety (90) days beyond the schedule date for completion of commissioning and Performance & Guarantee Test Run (PGTR) identified under the package.

iv) Submission of an unconditional Bank Guarantee (BG) towards Contract Performance Security

- 80% Progressive Payment against submission of monthly invoices based on the progress achieved during the previous month.
- 2% (Two Percent) within 15 (fifteen) days from Mechanical Completion.
- 1% (One Percent) within 15 (fifteen) days from Commissioning but not later than 6 months from the date of Mechanical Completion in case Commissioning is delayed for reasons not solely attributable to



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CONSULTANT. In such a case, the due payment shall be released to CONSULTANT on submission of a Bank Guarantee (BG) of equivalent amount to HURL which shall be valid for 6 months. In the event Commissioning is further delayed beyond this period, this BG shall be extended for another 6 months. For any further delay beyond this period, a Corporate Guarantee shall be submitted by CONSULTANT to HURL in lieu of the BG.

- 5% (Five Percent) within 15 (fifteen) days from successful completion of the PGTR but not later than 6 months from the date of Commissioning in case PGTR is delayed for reasons not solely attributable to CONSULTANT. In such a case, the due payment shall be released to CONSULTANT on submission of a BG of equivalent amount to HURL which shall be valid for 6 months. In the event PGTR is further delayed beyond this period, this BG shall be extended for another 6 months. For any further delay beyond this period, a Corporate Guarantee shall be submitted by CONSULTANT to HURL in lieu of the BG.



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| | | <ul style="list-style-type: none">• Balance 2% (Two Percent) within 15 (fifteen) days from the closure of Contract but not later than 6 months from the date of PGTR. | |
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