



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

Ref No.: HURL/Sindri/C&M/22-23/401/CORG-2

Date: 20-06-2022

## CORRIGENDUM – 2

With reference to tender No.- HURL/Sindri/C&M/22-23/401 Dated 30/05/2022 (Tender id: 2022\_HURL\_691643\_1) for the work of “**Bagging plant operation of Neem Coated Urea at HURL, Sindri**”, Corrigendum-2 is hereby issued as per enclosed details.

### Part/Sec. of Tender Document: **CLAUSE 1.3 a) XIV., Page no.-72 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS**

Existing Clause	<p>XIV. Surprise check of loaded wagons shall be done in each rack (one wagon in a rack) by HURL representative. Contractor has to arrange manpower for unloading the bags in one wagon of each rack and reload all bags in the same wagon. In case number of bags loaded into wagons is found incorrect, contractor shall have to pay a penalty of per INR 500/- excess/short bag and also to be reloaded at no extra cost.</p> <ul style="list-style-type: none"><li>• The Contractor will ensure the requisite numbers of bags are loaded in wagon. If the shortage/excess in a wagon are up to 2 bags, a penalty of Rs.500/- per bag will be imposed. In case the shortage/ excess is more than 2 bags, penalty of Rs.10000/-per wagon will be imposed subject to maximum of of Rs.25000/- per rake per contractor apart from this, no payment will be made for unloading and reloading the test wagon. HURL reserves the right to increase the penalty if no improvement is observed in excess/short bags loading.</li><li>• Progressive penalty bag per instance per month 1st Instance: 1500 per bag 2nd Instance: 3000 per bag 3rd Instance: 6000 per bag 4th Instance: 12000 per bag 5th Instance &amp; onwards: 25000 per bag Frequency will get reset every month.</li></ul>
Amended Clause	<p>XIV. Surprise check of loaded wagons shall be done in each rake (one wagon in a rake) by HURL representative. Contractor has to arrange manpower for unloading the bags in one wagon of each rake and reload all bags in the same wagon. In case number of bags loaded into wagons is found incorrect, contractor shall have to pay a penalty of per INR 500/- excess/short bag and also to be reloaded at no extra cost.</p> <ul style="list-style-type: none"><li>• The Contractor will ensure the requisite numbers of bags are loaded in wagon. If the shortage/excess in a wagon are up to 2 bags, a penalty of Rs.500/- per bag will be imposed. In case the shortage/ excess is more than 2 bags, penalty of Rs.10000/-per wagon will be imposed subject to maximum of Rs.25000/- per rake. Apart from this, no payment will be made for unloading and reloading the test wagon. HURL reserves the right to increase the penalty if no improvement is observed in excess/short bags loading.</li></ul>



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

## Part/Sec. of Tender Document: CLAUSE 1.3 a) XV., Page no.-72 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS

Existing Clause	<p>XV. Surprise check shall also be done by HURL representatives at unloading points and in case number of bags unloaded is found incorrect as per loading sheet, the contractor shall be liable to pay penalty as follows:</p> <ul style="list-style-type: none"><li>• In case of number of bags unloaded found in excess, the contractor shall be liable to pay full cost of material (on full retention price) and shall also reimburse for any penalty charged by the Railways for excess loading.</li><li>• In case of number of bags unloaded found short the loading charges for such short quantity shall be disallowed and the contractor shall be liable to pay for the freight charges which have been paid on full quantity to railways.</li><li>• In addition, a penalty of INR 10000 per excess/short bag will also be payable by the contractor. (Shall be imposed if numerical shortage frequency found more than two times in a month)</li></ul>
-----------------	---

Amended Clause	<p>XV. Surprise check shall also be done by HURL representatives at unloading points and in case number of bags unloaded is found incorrect as per loading sheet, the contractor shall be liable to pay penalty as follows:</p> <ul style="list-style-type: none"><li>• In case of number of bags unloaded found in excess, the contractor shall be liable to pay full cost of material (on full retention price) and shall also reimburse for any penalty charged by the Railways for excess loading.</li><li>• In case of number of bags unloaded found short the loading charges for such short quantity shall be disallowed and the contractor shall be liable to pay for the freight charges which have been paid on full quantity to railways.</li><li>• <b>In addition, a penalty of Rs.500/- per short bag and Rs. 2000/- per excess bag shall also be payable by the contractor subject to a maximum of Rs.25000/-per rake.</b></li></ul>
----------------	--



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

## Part/Sec. of Tender Document: CLAUSE 1.3 b) , Page no.-73 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS

Existing Clause	<p><b>b) <u>Demurrage for wagon loading</u></b></p> <p>Contractor shall ensure loading of entire rake including cleaning, door closing and sealing within the time period mentioned below which has been arrived at by deducting placement time from free time provided by railways.</p> <p>S.N. Wagon Type No. of Wagons Wagon Load (MT) Rack Load (MT)</p> <p>1 BOX 58 44 2552</p> <p>2 BCNHL 58 52.6 3050</p> <p>3 BCN 42 60.8 2554</p> <p>4 BCNA 42 63.8 2680</p> <p>5 BCXT 42 54.8 2300</p> <p>Time Schedule (Applicable with Nine hours move in move out option)</p> <table border="1"><thead><tr><th>No. of Wagons</th><th>Loading</th><th>Unloading</th></tr></thead><tbody><tr><td>1 – 20 wagons</td><td>4 Hrs.</td><td>6 Hrs.</td></tr><tr><td>21 – 30 wagons</td><td>6 Hrs.</td><td>7 Hrs.</td></tr><tr><td>Above 30 wagons</td><td>7 Hrs.</td><td>8 Hrs.</td></tr></tbody></table> <p>If the wagons/rakes are not loaded within the time period mentioned above after placement on platforms, and if demurrage is levied by railways on HURL, same shall be recoverable in full or part, if in the opinion of HURL representative, the same is wholly or partly due to contractors' fault.</p> <p>c) If required, the contractor shall arrange sufficient labours to load two rakes simultaneously of above-mentioned capacity within the time period mentioned above.</p> <p>d) Truck loading should not be suspended during rake loading.</p> <p>e) In case of EOL scheme, full rake of 42 BCN wagons / 58 BCNHL has to be completed within five hours in all respect.</p>	No. of Wagons	Loading	Unloading	1 – 20 wagons	4 Hrs.	6 Hrs.	21 – 30 wagons	6 Hrs.	7 Hrs.	Above 30 wagons	7 Hrs.	8 Hrs.
No. of Wagons	Loading	Unloading											
1 – 20 wagons	4 Hrs.	6 Hrs.											
21 – 30 wagons	6 Hrs.	7 Hrs.											
Above 30 wagons	7 Hrs.	8 Hrs.											
Amended Clause	<p><b>b) <u>Demurrage for wagon loading</u></b></p> <p>The contractor shall ensure loading of the entire rake including cleaning, LDPE fixing, loading, door closing, and sealing within the free time provided by railways. If the wagons/rakes are not loaded within the time period as per railways guidelines and if demurrage is levied by railways on HURL, same shall be recoverable in full or part, if in the opinion of HURL representative, the same is wholly or partly due to contractors' fault.</p> <p>a) If required, the contractor shall arrange sufficient labours to load two rakes simultaneously of the above-mentioned capacity within the time period mentioned above.</p> <p>b) Truck loading should not be suspended during rake loading.</p> <p>c) In the case of the EOL scheme, the full rake and mini rake has to be completed within free time as per the railway circular</p> <p>d) Demurrage &amp; engine hiring charges are applicable if the contractor is not loading the wagons within free times as per the railway circular applicable.</p>												



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

## Part/Sec. of Tender Document: POINT NO. – b. CLAUSE X., Page no.-86 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS

Existing Clause	b. For all critical jobs, the minimum age of the worker shall be 28 years and minimum 3 years of experience in the specific field.
Amended Clause	b. Workers deployed by the contractor for all critical jobs shall have minimum 3 years of experience in the specific field.

## Part/Sec. of Tender Document: CLAUSE 11., "INCENTIVE CRITERIA", Page no.-87 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS

Existing Clause	<p>11. INCENTIVE CRITERIA: During normal working: a) BCN/BCNA Full Rake- Rs.1.0 /- per MT if rake is fully loaded within 5:30 hours. b) BOXN Full Rake- Rs.1.0 /- per MT if rake is fully loaded within 6 hours. c) BCNHL Full Rake- Rs.1.0 /- per MT if rake is fully loaded within 6:30 hours.</p> <p>NOTE: a) Above time includes all activities from rake handover for loading to release of rake by the contractor back to HURL. b) Above mentioned rates are valid from 1st April'2022 to 31st March'2024.</p>
Amended Clause	NOT APPLICABLE

## Part/Sec. of Tender Document: CLAUSE 12) a) of " PENALTY/ DEMMURAGE CLAUSE", Page no.-87 , SECTION – V : SCOPE OF WORK AND OTHER TERMS & CONDITIONS

Existing Clause	<p>a) Any delay in loading rake due to non-availability of sufficient loading workers or any problems from the Contractor side, HURL shall impose a penalty. Rate of penalties shall remain same i.e. penalty @ Rs. - 6300/- &amp; Rs.8700 /- per full rake per hour for BCN/BOXN &amp; BCN HL rake and similarly for mini rake as Rs.3150/- &amp; Rs.4350 /- per rake per hour for BCN/BOXN &amp; BCN HL type rake. These penalty charges are in accordance with current railway rules for Demurrage. However, these charges are subject to revision during contract period as &amp; when amendment is issued by Indian Railway. Time lost due to mechanical / machine problem or due to non-availability of material shall not be counted. In case demurrage is payable due to delay on other contractor's part, the other contractor pays penalty on full rake instead of only on his portion of the rake. Rake loading time shall be as mentioned below: All efforts shall be made to complete the rakes (BCN, BCN-HL &amp; BOXN) within 6:00 hours. The penalty shall be applicable if the rake is not completed within: 7:00 hours in for BCN rake 7:30 hours in for BOXN rake 8:30 hours in for BCN HL rake</p>
Amended Clause	<b>Demurrage shall be applicable as per amended Clause 1.3 b) mentioned in the corrigendum</b>



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

## Part/Sec. of Tender Document: Description of S.N. 9 , Page no.-90 , SECTION – VI : SCHEDULE OF RATES (SOR) AND BOQ

Existing Clause	For rake completion through direct/stack loading within period free time allowed by railways as per criteria mentioned. [Ref. option A]
Amended Clause	For rake completion through direct/stack loading one hour before free time period provided by Railways.

## Part/Sec. of Tender Document: Description of S.N. 10 , Page no.-90 , SECTION – VI : SCHEDULE OF RATES (SOR) AND BOQ

Existing Clause	For rake completion through direct/stack loading within period free time allowed by railways as per criteria mentioned. [Ref. option B]
Amended Clause	For rake completion through direct/stack loading two hour before free time period provided by Railways.

## Part/Sec. of Tender Document: - CLAUSE 5, Section-IV of Special Conditions of Contract (SCC) (Contract Price, GCC CLAUSE 18) , Page no. – 62

Existing Clause	<p>The Contract price, unit rate of each item and contractor profit/ Service Charges per man day in the contract other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract.</p> <p>In case of revision of minimum wages by central govt. (Labour department) during the contract period, the increase amount shall be payable/reimbursable by HURL including its implication on statutory benefits i.e. PF, ESI, Bonus, Retrenchment &amp; EL etc. along with GST as applicable. However, contractor profit/ Service Charges will not increase on escalated wages.</p> <p>The cost estimate has been prepared envisaging the production plan as per the current progress. The plant will be successfully run at designed capacity after successful PGTR (Performance Guarantee Test Run). No compensation or price escalation in the contract price/rate is permitted in case of any delay in commencement of production or delay in readiness of complete infrastructure of Bagging plant. Further, quantities mentioned in the SOR is on estimation basis only and subjected to vary. In this regard, HURL will not give any guarantee for minimum execution of the quantities.</p>
Amended Clause	<p>The Contract price, unit rate of each item and contractor profit/ Service Charges per man day in the contract other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract.</p> <p><b>For SOR item mentioned in S.N. 21, 22 and 23 only</b> - In case of revision of minimum wages by central govt. (Labour department) during the contract period the increase amount shall be payable/reimbursable by HURL including its implication on statutory benefits i.e. PF, ESI, Bonus, Retrenchment &amp; EL etc. along with GST as applicable. However, contractor profit/ Service Charges will not increase on escalated wages.</p> <p>In case of any changes in minimum wages references by HURL during the contract period, the same to be complied by the contractor as per instruction of EIC of HURL.</p> <p>The cost estimate has been prepared envisaging the production plan as per the current progress. The plant will be successfully run at designed capacity after successful PGTR (Performance Guarantee Test Run). No compensation or price escalation in the contract price/rate is permitted in case of any delay in commencement of production or delay in readiness of complete infrastructure of Bagging plant. Further, quantities mentioned in the SOR is on estimation basis only and subjected to vary. In this regard, HURL will not give any guarantee for minimum execution of the quantities</p>



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

**Part/Sec. of Tender Document: - CLAUSE 5 Section-IV of Special Conditions of Contract (SCC)  
(Payment Terms & Documents required for Payment GCC CLAUSE 28) , Page no. - 62 & Page 63**

Existing Clause	<ul style="list-style-type: none"><li>•Point 6- The initial cost of the contract shall be valid for a period of two years. No price escalation, other than minimum wages revision, shall be entertained by the client during the period.</li><li>•Point 7- After expiry of the initial period of the contract of two years and if the contract is renewed by the client, the contractor shall claim increase in the contract cost only on the account of increase in the minimum wages, as and when increased by the government.</li></ul>
Amended Clause	<ul style="list-style-type: none"><li>• Point 6- The initial cost of the contract shall be valid for a period of one year. No price escalation, other than minimum wages revision applicable only for SOR item mentioned in S.N. 21,22 and 23, shall be entertained by the client during the period.</li><li>• Point 7- Not Applicable</li></ul>

All other terms and conditions stipulated in tender document, modified to the extent of corrigendum issued, remain unaltered.



# Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

Ref No.: HURL/Sindri/ C&M/22-23/401 /CORG-1

Date: 18-06-2022

## CORRIGENDUM – 1

With reference to tender No.- HURL/Sindri/C&M/22-23/401 Dated 30/05/2022 (Tender id: 2022\_HURL\_691643\_1) for the work of “Bagging plant operation of Neem Coated Urea at HURL, Sindri”, Corrigendum is hereby issued as given below for modification in “Critical Date Sheet”.

Reference of Bidding Document			
SI No.	Part/Sec.	Existing date	Amended date
1.	Bid Document Download / Sale End Date	21.06.2022 (04:00 PM)	28.06.2022 (04:00 PM)
2.	Bid Submission End Date	21.06.2022 (04:00 PM)	28.06.2022 (04:00 PM)
3.	Bid Opening Date	22.06.2022 (04:00 PM)	29.06.2022 (04:00 PM)

All other terms and conditions stipulated in tender document, modified to the extent of corrigenda issued, remain unaltered.