



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in

E-mail- ceplg@hpgcl.org.in


Telefax No. 0172-5022439

CORRIGENDUM-3

Dated 13.11.2020

1. The clarifications regarding Bidding document reference no. 17/CE/PLG/NTPC/RGTPP/FGD-250 (Tender ID : 2020_HBC_146315_1) for Wet Limestone based FGD System Package in respect of RGTPP, Hisar (2x600MW) for queries raised by the bidders are attached as **Annexure-A**.
2. Further, "Chief Engineer/Planning" written anywhere in the bidding documents may be read as "Chief Engineer/DCRTPP (Planning Section- HQ)" for all intents and purpose.

Other terms and conditions of the bidding documents shall remain the same.


13/11/2020
Executive Engineer/Planning-III
For Chief Engineer/DCRTPP (Planning Section – HQ)
HPGCL, Panchkula.

**Flue Gas Desulphurization (FGD) System Package
for RGTPP, Hisar (2x600 MW)
Bidding Document No: 17/CE/PLG/NTPC/RGTPP/FGD-250
Clarification No: 17/CE/PLG/NTPC/RGTPP/FGD-250-C1rf-02**

ANNEXURE-A

Sr. No	SPECIFICATION REFERENCE				SPECIFICATION REQUIREMENT	QUERIES	HPGCL REPLY
	SEC/PART	SUB SEC.	PAGE NO.	CLAUSE NO.			
1.	SEC-VII/BOOK 3 OF 3	FORM 13C11	Page 2 of 6	2/ Para 2	<p>The liability of the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer shall be limited to an amount equivalent to INR 493.92 Million for complete Flue Gas Desulphurization (FGD) System.</p>	<p>1. Bidder understands that " the aggregate financial liability of the QFGDM to the Employer, whether under the Contract, in tort or otherwise, shall not exceed an amount equivalent to INR 493.92 Million for complete Flue Gas Desulphurization (FGD) System under any circumstance."</p> <p>2. In case of a Contract default by the Bidder, QFGDM would have the option to work with HPGCL and the new engineering, procurement construction (EPC) contractor to support the Project as the QFGDM. Furthermore, as per our understanding the QFGDM is not seen as an EPC company and may not be equipped to perform the role of an EPC contractor.</p> <p>The total liability of the QFGDM as envisioned by HPGCL under the terms of the DJU would be limited to INR 493.92 Million as specified in the DJU. Thus, with respect to QFGDM, in the event of the termination of the contract on the original EPC contractor, HPGCL may choose to collect INR 493.92 Million limit of liability of the QFGDM against the future support services, cash payment, draw against Bank Guarantee by QFGDM, or some combination of support, Bank Guarantee, and cash. Any technical support required by HPGCL from QFGDM which exceeds the QFGDM INR 493.92</p>	<p>1. The liability of the QFGDM shall be limited to an amount equivalent to INR 493.92 Million for complete FGD System.</p> <p>2. Provisions of bidding documents shall prevail.</p>

						<p>Million Limit of Liability after the INR 493.92 Million limit has been satisfied will require a separate commercial agreement with the QFGDM.</p> <p>HPGCL is requested to clarify whether Bidder's understanding is correct.</p>	
2.	SEC-VII/BOOK 3 OF 3	FORM 13C11	Page 2 of 6	2/Para 1	<p>In case of any breach of the Contract committed by the Contractor, we the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer and the PROMOTER, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Flue Gas Desulphurization (FGD) System Package at RGTPP, Hisar (2X600 MW) of HPGCL and undertake to carry out all obligations and responsibilities stipulated in the Contract, including the technical guarantees for the complete Flue Gas Desulphurization (FGD) System Package at RGTPP, Hisar (2X600 MW) of HPGCL. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer and the Contractor, the PROMOTER jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.</p>	<p>Bidder understands that the QFGDM shall be fully responsible for the successful performance of the FGD System w.r.t Design, Design related Implications and meeting the performance guarantees.</p> <p>QFGDM under no circumstances shall be responsible for breach of the contract schedule unless such breach of contract schedule is due to Improper Design.</p> <p>HPGCL IS REQUESTED TO CLARIFY WHETHER BIDDER'S UNDERSTANDING IS CORRECT</p>	<p>Stipulation in the bidding document is clear.</p> <p>QFDGM is responsible w.r.t. design.</p>

3.	SEC-VII/BOOK 3 OF 3	FORM 13C11	Page 2/3 of 6	Sub Point (a) of Clause 3.	We, the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, and interfacing/ integrating Absorber with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Absorber and auxiliaries meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract for Wet Limestone based Flue Gas Desulphurization System.	Bidder understands that the Obligations of QFGDM w.r.t. Engineering Work as per DJU and Contract Agreement will be governed by the MDL (Master Document List) as specified in the Tender Specifications of HPGCL. HPGCL IS REQUESTED TO CLARIFY WHETHER BIDDER'S UNDERSTANDING IS CORRECT.	Stipulation in the bidding document is clear. QFDGM shall be fully responsible for complete engineering, preparation of all designs, design calculations, design documents/ drawings and manufacturing drawings for the Absorber including all its internals; preparation of all P&IDs & process flow diagrams; Selection of auxiliaries, --". However, w.r.t. vetting of drg. by QFGDM shall be as per identified in MDL.
4.	SEC-VII/BOOK 3 OF 3	FORM 13C11	Page 3 of 6	Clause No. 3 b) (v)/ Para 2	Further, we, the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer shall extend our quality surveillance/ supervision/ quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's and/ or at Employer's project site. Without prejudice to the overall responsibilities of the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer for successful commissioning and performance of Wet Limestone based Flue Gas Desulphurization System, the Qualified Wet Limestone Based Flue Gas Desulphurization System Manufacturer shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's	Bidder understands that the QFGDM shall be fully responsible for the quality of the FGD System (including Absorber System, Limestone Preparation System and Gypsum Dewatering System). However, the extent of quality surveillance/supervision/quality control extended by the QFGDM to the Contractor shall be as per mutual agreement between the Employer and the Contractor. HPGCL IS REQUESTED TO CLARIFY WHETHER BIDDER'S UNDERSTANDING IS CORRECT.	Bidder's understanding is correct.

					works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.		
5.	-	-	-	-		Clarification in respect to bidder query for civil works furnished by HPGCL regarding Bidding document reference no. 5/CE/PLG/NTPC/RGTPP/FGD-250 (IFB No : 124027) for FGD system package for RGTPP, HISAR (2x600MW), we understand that same shall be applicable for subject tender as well.	Bidder's understanding is correct.