

**Wet Limestone Based FGD System Package for DCRTPP, Yamuna Nagar
(2x300 MW)**

Section - IX

AMENDMENTS AND CLARIFICATIONS-Part-II

**Flue Gas Desulphurisation (FGD) System Package
for DCRTPP, Yamuna Nagar (2x300 MW)
Bidding Document No: 16/CE/PLG/NTPC/DCRTPP/FGD-251
Clarification No: 16/CE/PLG/NTPC/DCRTPP/FGD-251-Clrf-01**

ANNEXURE-B

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION REQUIREMENT	QUERIES	HPGCL REPLY
	SEC/ PART	SUB SEC.	PAGE NO.	CLAUSE NO.			
1.	IFB - Addendum- 1; Annexure -A	-	-	3.0	Brief scope of work The scope shall cover comprehensive operation & maintenance of DSI FGD system for a period of two (2) years.	Bidder's query: DSI should be read as Wet lime stone FGD.	Bidder understanding is correct.
2.	IFB - Addendum- 1; Annexure -A	-	--	8.0 & 9.0	Following Price Schedules mentioned in fresh tender are not applicable: -	Bidder's understanding: We understand though Tender is for DCB mode, however it does not restrict of procuring any goods from abroad; accordingly, for those items procured from outside India can be quoted in the said schedule. Please retain & confirm.	As per the provision of the bidding documents, the Price Schedule no. 1, 7A & 8A are not applicable.
3.	IFB - Addendum- 1; Annexure -A	-	-	9.0	Third Contract	Bidder's understanding: Civil & Structural related works to be part of Third Contract. Please confirm.	Bidder understanding is correct.

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4.	IFB – Addendum– 1; Annexure - A			9.0	The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate.	<p>Bidder’s understanding: The said provision is with respect to contracts as stated in clause 9.0 of this Addendum. The O&M contract shall be a separate & independent contract. Please confirm.</p>	Provision of the bidding documents shall prevail.
5.	IFB - Addendum– 1; Annexure - A	-	-	5. GoI Office Memorandum F. No. 6/18/2019- PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	<p>As per the Order:</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder registered with the competent Authority</p>	<p>Based on above, Bidder understands that the said clause is applicable to only Contractor to sub-contract any works / supplies of items & equipment to sub-contractor/sub-vendor from a country which shares a land border with India i.e. up to first level of contracting only. And that the said clause is not applicable for any subsequent sub-contract of work or procurement of items / raw materials made by the said sub-contractor / sub-supplier / sub-vendor</p> <p>Bidder requests Owner to confirm the above</p>	Provision of the bidding documents shall prevail.

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6.	IFB - Addendum- 1; Annexure -A	-	-	5. GoI Office Memorandum F. No. 6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	As per the Order: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder registered with the competent Authority	Based on our experience from ongoing FGD projects under execution, there are few items / packages (to be referred as “Key Items”) that are necessarily required to be sourced from the country (to be referred as “Sourcing Country”) sharing land border with India. The major reasons of such sourcing in addition to the competitive prices are:- a. Sufficient capacities of vendors / suppliers from Sourcing Country enabling them to meet the supply timelines of Key Items. In turn, it enables Bidder to meet the overall Project Schedule agreed with HPGCL b. Majority of vendors / suppliers from Sourcing Country are having past project references for similar applications and proven track record. It may be noted that the Project Schedule as specified by HPGCL in their ongoing tenders is stringent and it may not be possible for the Bidder to meet the desired Project Schedule should the Key Items are abstained (in terms of non-approval / non-	Provision of the bidding documents shall prevail.

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					<p>registration of Sub-contractors by competent authority) from being sourced from Sourcing Country.</p> <p>Furthermore, there is one Key Item (Borosilicate lining for Chimney) in which case, there is only one vendor / supplier from the Country other than Sourcing Country which has past project references. However, there are 3 reputed suppliers / vendors from the Sourcing Country who are currently supplying this item for central utilities like NTPC for its FGD projects currently under execution. In case of non-approval of such vendors / suppliers by the competent authority, the Bidder (including other Bidders) shall have to face monopolistic purchase of this item thus directly affecting its cost & delivery time then.</p> <p>In view of the foregoing, it is extremely vital for the Bidder to have full clarity vis-à-vis whether it would be possible for him to source Key Items from Sourcing Country, prior to the submission of Bid. In case of otherwise, it is likely that considerations of different bidders are not at par in turn resulting in skewed</p>	

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					<p>commitments from them in respect of project schedule, execution methodology and competitiveness of price offer at bidding stage. This will have major stay on bid evaluation and bringing parity amongst all bidders with respect of their offering.</p> <p>In any case owing to this Public Procurement Order incorporated by HPGCL as part of its tender documents, which indicates the requirement of equipment, components and parts to be sourced from registered “Sub-contractor” with Competent authority in case shares a land border with India shall impact the project schedule as time period required for completing the whole process is uncertain.</p> <p>Bidder, based on the above, requests HPGCL for the following:-</p> <ol style="list-style-type: none"> i. HPGCL, for the Key Items, to facilitate registration of vendors / suppliers from the Sourcing Country and incorporate these registered vendors in the approved vendor list to be appended with the 	

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						<p>tender documents.</p> <p>ii. Project time schedule to be duly increased by minimum 6 months</p> <p>As for Borosilicate lining for Chimney that is leading to monopolistic purchase, the Specification requirement to be amended to delete its requirement and substitute it with alternate lining material which can be adequately sourced.</p>	
7.	IFB - Addendum- 1; Annexure - A	-	-	GoI Office Memorandum F. No. 6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	As per the Order: "In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor form a country which shares a land border with India unless such contractor is registered with the competent authority.	Bidder understand the in the said clause Contractor shall be read as Sub-Contractor and accordingly the clause to be amended as: "In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any sub-contractor form a country which shares a land border with India unless such sub-contractor is registered with the competent authority	Provision of the bidding documents shall prevail.
8.	-	-	-	-	Ministry of Power order dtd 02.07.2020 to protect the security, integrity and reliability of the strategically	Bidder requests Client to advise if the said clause is applicable to this tender and based on its applicability request to confirm below:	The said order shall be applicable. However, the details of testing procedures and certified labs shall be intimated at the time of detailed engineering, if required.

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					important and critical Power Supply System & Network in the country	<p>1. Bidder requests Owner to confirm the testing procedure, testing standards and type of tests to be adopted to check for embedded malware / trojans / cyber threat.</p> <p>2. Bidder has checked with some of the renowned testing laboratories in the country, however no ready reference or input related to specified testing requirement could be identified from such testing laboratories. Bidder therefore requests Owner to advise the testing laboratories wherein such testing could be undertaken.</p> <p>It is to be noted that clarity on the above is imperative at bidding stage for conformity on the scope and the work content involved therein to bring the parity between all Bidders. Bidder therefore requests Owner to clarify the above.</p>	
9.	Section-II (ITB)	-	19 of 33	13.1	Period of Validity of Bids	<p>Bidder's request:</p> <p>1. The validity of bids, both Envelope - I and Envelope – II shall remain valid up to 180 days from the date of submission opening of Techno-Commercial Bid (Envelope-I)</p>	Provision of the bidding documents shall prevail.

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						2. The bidder is required to keep the prices of recommended spares covered under Price Schedule No. 6 valid for a period of 12 months Five (5) years after Notification of Award for Main equipment and mandatory spares.	
10.	Section-III (BDS)	-	11 of 16	4.5 (ITB 10.7)	Price Basis	Bidder's request: To consider & incorporate for price variation clause.	Provision of the bidding documents shall prevail.
11.	Section-III (BDS)	-	11 of 16	5.0	Period of Validity of Bid Security : 270 days from the date of bid opening (Techno-Commercial Bid- Envelope – I).	Bidder's understanding: Period of Validity of Bid Security: 270 days from the date of bid submission opening (Techno-Commercial Bid-Envelope – I).	Provision of the bidding documents shall prevail.
12.	Section-III (BDS)	-	13 of 16	10.1	Shutdown period	Bidder's query: We request Owner to specify the time lines w.r.t. Effective Date within which shut down shall be provided unit-wise for integration of FGD system with main plant.	The same shall be intimated after award of work..
13.	Section-IV(GCC)	-	7 of 68	6.0	Settlement of Disputes	Bidder's request to consider for: To consider for panel of 3 – Arbitrator, each party shall appoint one. Further process may be as per Arbitration & Conciliation Act 1996 and any statutory	Provision of the bidding documents shall prevail.

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						modifications or re-enactment thereof.	
14.	Section-IV(GCC)	-	14 of 68	11.0	Contract Price	Bidder's understanding: The Contract price as stated shall be excluding O&M contract price. Please confirm.	Bidder understanding is correct..
15.	Section-IV(GCC)	-	15 of 68	13.2.1	Advance Payment Security	Bidder's request: To consider for BG of equivalent amount i.e. 100% of the advance amount.	Provision of the bidding documents shall prevail.
16.	Section-IV(GCC)	-	15 of 68	13.2.2	.....The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the respective equipment.....	Bidder's request: To consider for adjustment of 100 % advance Bank guarantee. Accordingly, request to amend the clause.	Provision of the bidding documents shall prevail.
17.	Section-IV(GCC)	-	15 of 68	13.3.1	Performance Bank Guarantee	Bidder's request: 1. The validity of the said BG shall be 90 days beyond the end of DLP of the Facilities. 2. Further, in case any equipment having longer DLP after repair / replacement, same shall be provided separately by Contractor for an amount equivalent to 10% of Cost of that equipment.	Provision of the bidding documents shall prevail.

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						Please consider & confirm.	
18.	Section-IV(GCC)	-	18 of 68	14.4If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of performance of Contract, which was or will be	Bidder's request to modify the clause as:If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs after seven days prior to deadline set for price bid submission in the course of performance of Contract , which was or will be ...	Provision of the bidding documents shall prevail.
19.	Section-IV(GCC)	-	21 of 68	16.3	The obligation of a party under GCC Sub-Clauses 16.1 and 16.2.....	Bidder's request to add following: d) is required to be disclosed in accordance with a judicial or governmental order or decree.	Provision of the bidding documents shall prevail.
20.	Section-IV(GCC)	-	26 of 68	19.1	Subcontracting:The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities.....	Bidder's request: We request to specify the time period that is normally required for approval of Sub Contractor after submission of sufficient supporting documents/ vendor credentials by Contractor.	Provision of the bidding documents shall prevail.

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21.	Section-IV(GCC)	-	30 of 68	21.4	Custom Clearance	Bidder's understanding: We understand though this tender is DCB; however, there are not restriction in importing any equipment subject to govt. policy. Accordingly, clause shall be applicable to DCB tender also.	Provision of the bidding documents shall prevail.
22.	Section-IV(GCC)	-	31 of 68	22.1.3	Labour	Bidder's request to add following: If due to an enactment of any labour related new Act or Statute and rules made thereunder or any modification to the Acts/Statute or rules made thereunder pertaining to labour laws, after seven (7) days prior to the date of submission of bids and as a consequence thereof, the Contractor has to incur additional cost or expenditure, the same will be reimbursed by the Employer to the Contractor, excepting those due to reasons attributable to the Contractor.	Provision of the bidding documents shall prevail.
23.	Section-IV(GCC)	-	38 of 68	25.2.2	Performance Guarantee Test	Bidder's understanding: The last 10% is linked with PG test and OAC certificate; under the present clause said payment shall be released. Please confirm.	Provision of the bidding documents shall prevail.
24.	Section-IV(GCC)	-	41 of 68	27.8	Defect Liability Period	Bidder's request to modify clause:Upon correction of the defects in the	Provision of the bidding documents shall prevail.

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						<p>Facilities or any part thereof by repair/replacement, such repair / replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement / repair of the Facilities or any part thereof. Notwithstanding the above, in no event shall the warranty on any part or plant exceed Twenty-four (24) months from the date of Completion of Facilities ("Sun-set Date").</p> <p>Please consider.</p>	
25.	Section-IV(GCC)	-	44 of 68	30.0	Limitation of Liability	<p>Bidder's understanding:</p> <ol style="list-style-type: none"> 1. Contractor's Total liability along with others (in case of JV/Consortium/associates/collaborator – Route-2, Route-3 & Route-4 of QR] shall be equal to as mentioned under the said clause. 2. Total Contract price as mentioned shall be sum total of First, Second & Third Contract only. 3. Further, individual liability of QFGDM in case of Route -2, Route-3 & Route-4 shall be equivalent to as mentioned under DJU. 	Provision of the bidding documents shall prevail.
26.	Section-	-	52 of	37.0	Force Majeure	Bidder's request:	Provision of the bidding documents shall prevail.

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	IV(GCC)		68			To also consider for compensation in case of Force majeure events.	
27.	Section-IV(GCC)	-	52 of 68	37.5	<p>No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <p>(a) constitute.....</p> <p>(b) (subject to GCC Sub-Clause 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby</p> <p>If and to the extent such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>	<p>Bidder's request to consider for cost compensation in case of Force majeure event:</p> <p>No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <p>(a) constitute.....</p> <p>(b) (subject to GCC Sub-Clause 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby</p> <p>If and to the extent such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>	Provision of the bidding documents shall prevail.
28.	Section-IV(GCC)	-	53 of 68	37.6	<p>If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one</p>	<p>Bidder's request:</p> <p>If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than seven (7) sixty (60) days or an aggregate period of more than fifteen (15) one hundred and twenty (120) days on account of one or more events of Force</p>	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
					or more events of Force Majeure.....	Majeure.....	
29.	Section-IV(GCC)	-	55 of 68	39.2.3 & 39.2.4	.....Contractor under this GCC clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent,.....	Bidder's request: The said provision of 15 % percent to be deleted from the clauses. For change proposal if Contract price is increased or decreased as per said clause same shall be considered.	Provision of the bidding documents shall prevail.
30.	Section-IV(GCC)	-	56 of 68	40	Extension of Time for Completion	Bidder's understanding: We understand that in case, it is necessary to extend the Time for Completion for reasons not attributable to Contractor, the additional expenses incurred by Contractor towards extended stay at site shall be reimbursed by the Employer subject to submission of documentary evidences for the same. Please confirm.	Provision of the bidding documents shall prevail.
31.	Section-IV(GCC)	-	57 of 68	40.3	Bank Guarantee and Insurance Charges:	Bidder's understanding: The actual charges in both the cases shall be reimbursed to Contractor.	Provision of the bidding documents shall prevail.
32.	Section-IV(GCC)	-	59 of 68	40.4	Documents for Consideration of Time Extension	Bidder's request to insert S No. 5 in the list under the referred clause as given below-	Provision of the bidding documents shall prevail.

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					The following documents shall form the principal basis for consideration of Time Extension pursuant to GCC clause 40 with or without LD, levy of liquidated damages pursuant to GCC clause 26 and settlement of extra claims during the execution of contract:	“5. Any relevant correspondences exchanged between the Employer and the Contractor.”	
33.	Section-IV(GCC)	-	59 of 68	41.1	.....the Contractor’s performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter.....	Bidder’s request: .....the Contractor’s performance of any of its obligations is suspended for an aggregate period of more than thirty(30) days ninety (90) days , then at any time thereafter.....	Provision of the bidding documents shall prevail.
34.	Section-IV(GCC)	-	63, 65 of 68	42.2.3 (e) & 42.3.3 (d) (iii)	deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.	Request to modify the said clause as under: deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.	Provision of the bidding documents shall prevail.
35.	Section-IV(GCC)	-	67 of 68	48.0	Performance Bank Guarantee	Bidder’s request: The intent is not clear.	Provision of the bidding documents shall prevail.

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						Request to delete said clause.	
36.	Section-IV(GCC)	-	68 of 68	52.0	No Claim for interest or damage	Bidder's request: To delete the said clause & shall consider for interest related payments.	Provision of the bidding documents shall prevail.
37.	Amendment -1 [SCC clause 3.0]	-	1 of 1	3.0	Time to complete the facilities the date of Notification of Award "Completion of all Facilities" shall be attained within 30 months from the date of Notification of Award.	Bidder's request: Time to complete the facilities the date of Notification of Award "Completion of all Facilities" shall be attained within 36 months from the date of Notification of Award.	Provision of the bidding documents shall prevail.
38.	Section-V(SCC)	-	2 of 2	4.0	Completion Time Guarantee	Bidder's request to consider for: One percent (1%) (1/2%) of the contract value (excluding cost of mandatory spares) for each week of delay or part thereof. One percent (1%) (1/2%) of Ex-works (India) price of undelivered spares, per week or part thereof of delay subject to maximum of Ten percent (10%) of the total Ex-works of all spares included in the scope of work of the contractor under the contract. The total amount of liquidated damages for delay under the contract will be subject to	Provision of the bidding documents shall prevail.

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						a maximum of Ten Five percent (5% 10%) of the total Contract Price [total of First / Second Contract & Third Contract (as applicable)].	
39.	Section-V(SCC)	-	2 of 2	5.0	The Performance Guarantee Test of the Facilities shall be successfully completed within 12 months from the date of completion.	Bidder's understanding: The Performance Guarantee Test of the Facilities shall be successfully completed within 12 months from the date of completion i.e. Completion of Facilities Please confirm.	Provision of the bidding documents shall prevail.
40.	Section-V(SCC)	-	2 of 2	6.0	GCC 13.3.3 The provisions regarding reduction in Performance Security (ies) is not applicable.	Bidder's request: To consider for reduction of Performance Securities unit-wise.	Provision of the bidding documents shall prevail.
41.	Section - V (SCC)	-	-	-	New clause:	Bidder's request: Aggregate cap on delay & shortfall in performance: We request to consider a cap of 20 % of Contract Price in case of Liquidated damages for delay & shortfall in performance of Guarantee. Cap on delay LD : 5 % Cap on LD for performance guarantee : 15%	Provision of the bidding documents shall prevail.
42.	Section-VII	(Book 3 of 3) Appendix-1	1,2,3 of 16	A & B	Plant and Equipment	Bidder's request to consider revise payment terms:	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
		(Terms				<ol style="list-style-type: none"> 1. 12.5% initial advance against equivalent BG i.e. 100% 2. 52.5% % of Contract price against dispatch of identified equipment (pro-rata basis) 3. 30% (20 % after adjusting advance) of Contract price against receipt of identified equipment (pro-rata basis) 4. 5% of Contract Price on intermediate milestone 5. 10 % of Contract price on Completion of Facilities unit wise <p>The above payment terms are inline with NTPC lot 6 FGD projects and bidder request to kindly amend the payment terms accordingly. Please consider & confirm.</p>	
43.	Section-VII	(Book 3 of 3) Appen dix-1 (Terms	5 of 16	C	Mandatory Spares & recommended spares	<p>Bidder's request to consider revise payment terms:</p> <ol style="list-style-type: none"> 1. 80% of contract price for spares against dispatch 2. 20% of contract price for spares against receipt 	Provision of the bidding documents shall prevail.
44.	Section-VII	(Book 3 of 3) Appendi x-1	15 of 16	F	Payment terms for Price Adjustment Amount	<p>Bidder's request: To consider the said clause & incorporate</p>	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
		(Terms & Procedures				Price Variation clause. This is also inline with NTPC Payment terms	
45.	Section-VII	(Book 3 of 3) Appendix-1 (Terms & Procedures	15 of 16	G	Payment Terms for Taxes & Duties	Bidder's request: To be release on dispatch of equipment.	Provision of the bidding documents shall prevail.
46.	Section-VII	(Book 3 of 3) Appendix-1 (Terms & Procedures		Payment procedure – 6.0	For payments related to Erection / Civil / Structural Works	Bidder's request: To delete said provision of account tracking mechanism / Escrow account.	Provision of the bidding documents shall prevail.
47.	Section-VII	(Part -2 of 2) Appendix - 6	-	-	Limestone supply	Bidder's request to incorporate the same.	Provision of the bidding documents shall prevail.
48.	Section – VII	FORM 13 [Deed of Joint Undertaking]	-	-	The liability of Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be limited to an amount equivalent to INR 368.10 Million for complete Flue Gas Desulphurisation (FGD) System.	Bidder's request: The liability of Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be limited to an amount equivalent to DJU BG i.e. 2% of Contract price INR 368.10 Million for complete Flue Gas Desulphurisation (FGD) System.	Provision of the bidding documents shall prevail.
49.	Section-VI , Part-B	VII	2 of 8	1.0	...Commencement of O&M period will start after Taking Over of the plant by HPGCL after completion of initial operation.	Bidder's understanding: Commencement of O&M begins on Completion of Initial operation. Please confirm.	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
50.	Section-VI , Part-B	VII			Contractor's Liability during O&M period	<p>Bidder's request to add following: Except in cases of criminal negligence or willful misconduct:</p> <ul style="list-style-type: none"> a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and b) the aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total O&M Contract Price, provided that this limitation shall not apply to any obligation of the parties to indemnify each other with respect to patent infringement. 	Provision of the bidding documents shall prevail.
51.	SECTION – VII BOOK	-	6 of 190		2. Bid Security Form	Bidder requests to incorporate Notwithstanding clause in line with	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
	3 OF 3					Performance Security Form: “Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[Contractor's Name}..... on whose behalf this guarantee has been given.”	
52.	Section-IV(GCC)	-	8 of 68	7.3	Recommended spares	Bidder’s request: Prices of recommended spares covered under Price Schedule No. 6 valid for a period of 12 months after Notification of Award for Main equipment and mandatory spares. Please consider & confirm.	Provision of the bidding documents shall prevail.
53.	Section-IV(GCC)	-	10 of 68	7.3.1.9	The prices of all future requirements of item of spares beyond... Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract.....	Bidder’s request: Since there is no price adjustment clause in the tender request to delete the clause in respect of any future spare’s requirement. Same shall be procure by Owner directly from OEM / manufacturer.	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
54.	SECTION – IV (GCC)	-	38 of 68	25.2.2	If for reasons attributable to the Employer, the Performance Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of twelve months from the date of Completion of respective facility, the payment towards Successful Completion of Performance Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have initial validity of one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Performance Guarantee Test.	If for reasons attributable to the Employer, the Performance Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of twelve months from the date of Completion of respective facility, the payment towards Successful Completion of Performance Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have initial validity of three months one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Performance Guarantee Test. Further, in case PG test could not be performed within 3 months of such date i.e. after twelve months, same shall be considered as deemed completed & accepted by Owner.	Provision of the bidding documents shall prevail.
55.	SECTION –IV (GCC)	-	7 of 68	5.1	The Courts of Panchkula shall have exclusive jurisdiction in all matters arising under the Contract.	Bidder’ s requests to modify clause as: The Courts of Panchkula Delhi shall have exclusive jurisdiction in all matters arising under the Contract.	Provision of the bidding documents shall prevail.
56.	SECTION –IV (GCC)	-	7 of 68	6	The Arbitration proceedings shall take place at Panchkula,	Bidder’ s requests to modify clause as: The Arbitration proceedings shall take	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPGCL REPLY
					Haryana.	place at Panchkula, Haryana-Delhi.	
57.	SECTION -IV (GCC)	-	22 of 68	16.5	The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.	Bidder's requests to modify clause as: The provisions of this GCC Clause 16 shall survive one year after termination, for whatever reason, of the Contract.	Provision of the bidding documents shall prevail.
58.	SECTION -IV (GCC)	-	44 of 68	31.1	Ownership of the Plant and Equipment	Bidder's request: Transfer of ownership shall be made subject to payments made by the Employer in terms of the Contract. Ownership of Plant and Equipment shall pass on to Employer when Employer has paid the entire consideration for such Plant and Equipment.	Provision of the bidding documents shall prevail.
59.	SECTION -IV (GCC)	-	52 of 68	36	Change in Laws and Regulations: However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components,	Bidder requests to modify clause as: However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to Site). These adjustments shall not also be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.	Provision of the bidding documents shall prevail.

Sr. No	ENQUIRY SPECIFICATION				SPECIFICATION	QUERIES	HPCL REPLY
					and intermediary services etc. by the Contractor.		
60.	SECTION –IV (GCC)	-	60 of 68	42.1.1	The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.	Bidder requests to specify Notice period pursuant to which the Employer may terminate the Contract.	Provision of the bidding documents shall prevail.

**Flue Gas Desulphurisation (FGD) System Package
for DCRTPP, Yamuna Nagar (2x300 MW)
Bidding Document No: 16/CE/PLG/NTPC/DCRTPP/FGD-251
Clarification No: 16/CE/PLG/NTPC/DCRTPP/FGD-251-Clrf-03**

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	The liability of the Qualified Wet Limestone Based Flue Gas Desulphurisation System Manufacturer shall be limited to an amount equivalent to INR 368.10 Million for complete Flue Gas Desulphurisation (FGD) System.	<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 368.10 Million for complete Flue Gas Desulphurisation (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. The total liability of the QFGDM as envisioned by HPGCL under the terms of the DJU would be limited to INR 368.10 Million as specified in the</p>	<p>1. As already clarified in Corrigendum-3 dated 13.11.2020, the liability of the QFGDM shall be limited to an amount equivalent to INR 368.10 Million of the total contract price for complete FGD System.</p> <p>2. In this regard, bidder may refer Sr. No. 7 of DJU of the bidding documents.</p>

						<p>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 368.10 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 368.10 Million Limit of Liability after the INR 368.10 Million limit has been satisfied will require a separate commercial agreement with the QFGDM. HPGCL is requested to clarify whether Bidder's understanding is correct.</p>	
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ANNEXURE-A

**14. FORM OF BANK GUARANTEE
BY ASSOCIATE/COLLABORATOR**

**14. PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank):

Bank Guarantee No.....
Date

To,
[Employer's Name & Address]

Dear Sir,

In consideration of[Employer's Name].....
(hereinafter referred to as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators, legal representatives and assigns) having awarded to.....registered in India under the Companies Act, 1956, with its Registered Head Office at(herein-after referred to as.....or "Contractor") a Contract for Package for its (Name of Project)..... vide Contract No. dated..... and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... (Contractor) and by M/s.....having its registered office at.....(hereinafter called Technology Provider).

AND WHEREAS in conformity with the provisions of Clause No. -----of the said CONTRACT, the "Technology Provider/QFGDM" has agreed to furnish an unconditional Bank Guarantee for an amount equivalent to 2% of the total Contract Price i.e. Rs..... in addition to the contract performance security to be furnished by the "Contractor" against any loss or damage, costs, charges and expenses caused to or suffered by Technology Provider by reason of non-performance and fulfillment or for any breach on the part of the Contractor/Technology Provider of any of the terms and conditions of the referred Tender Document/Contract Agreement.

We, _____ Bank, further agree that the Employer shall be the sole judge whether the said Contractor/Technology Provider has failed to perform the contract and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Employer on account thereof and we waive in favour of the Employer all the rights and defences to which we as Guarantors and/or the Contractor/Technology Provider may be entitled to.

In consideration of the above, the "Bank" hereby unconditionally and irrevocably guarantees and undertakes as a direct responsibility, to pay to the Employer merely on demand any amount not exceeding Rs. without any demure, reservation, recourse, contest or protest and/or without reference to the "Technology Provider" or "Contractor".

Any such demand made by the Employer on the Bank shall be conclusive and binding, not withstanding any difference between the Employer and Contractor and/or between the Employer and Technology Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee herein contained and shall continue to be enforceable till the Employer discharge this Guarantee.

The decision of the Employer as to whether the "Technology Provider" or "Contractor" has fulfilled its obligation or not under the CONTRACT shall be final and binding on the "Bank" and the "Technology Provider" / "Contractor".

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Technology Provider.

The Employer shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Technology Provider" or "Contractor" and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or Technology Provider and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Technology Provider liabilities.

This Guarantee shall be valid for entire period of contract, i.e. till ninety (90) days beyond the end of the Defect Liability period. The Guarantee herein contained shall be a continuing Guarantee and shall not be affected by any change in the constitution of the "Bank" or of the "Contractor". This Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the Employer and the Employer at its discretion and without any further consent from the Bank and without affecting the liability of the "Bank" and other indulgence to or make other arrangements with the Contractor and nothing done or omitted to be done by the Employer in pursuance of any authority contained in this guarantee shall affect or discharge the liability of the Bank.

Notwithstanding anything herein before above contained, the liability of the bank under this Guarantee shall be restricted to Rs..... and, it shall remain in force up to and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by the Employer.

Bank undertakes not to revoke this guarantee during its currency except with the previous expressed consent of the Employer in writing and agrees that any change in the constitution of the Bank or the Contractor shall not discharge our liability hereunder.

Date this.....day of.....20.....at.....

WITNESS

1.	..... (Signature)	..... (Signature)
	..... (Name)	..... (Name)
	..... (Official Address)	..... (Designation with Bank Stamp)

Authorised Vide Power of
Attorney No.....
Date.....

2.
(Signature)

.....
(Name)

.....
(Official Address)

Notes :

1. The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.