

CLARIFICATION NO. 01 TO BIDDING DOCUMENTS (COMMERCIAL PORTION)

S. NO.	SECTION	CLAUSE NO.	PAGE NO.	CLAUSE / SPECIFICATION REQUIREMENT	STATEMENT OF CLARIFICATIONS	CLARIFICATION BY NTPC
1	Section-1 (IFB)	5	3 of 8	All bids must be accompanied by Bid Security for an amount of 2,00,00,000/- (Indian Rupees Two Crores only)	Since Bidder & NTPC both are CPSU, we request NTPC to waive the requirement of bid security. Kindly confirm.	Provisions of bidding documents shall prevail.
2	Section-1 (IFB)	9	7 of 8	Integrity Pact	Integrity Pact given in the soft copy of the tender document is to be submitted with the techno commercial bid and no hard copy of the integrity pact will be provided by NTPC. Please confirm our whether our understanding is correct. Further in the provided integrity pact (Attachment 15) NTPC has signed in the witness column for bidders also. Please rectify	Bidder to submit hard copy of signed and stamped Integrity Pact in original. Witness of bidder may sign in the space available.
3	Section-II (ITB)	8.1.2	10 of 39	Attachment 10: Technical data sheets	As per attachment 10, Technical data sheets are part of PART G, Technical Specification, Section-VI. Please note that after part F in the section-VI there is no Part G mentioned in the document. Also page numbering is mentioned as Page 25 of 26 immediately after Part F. We request NTPC to please provide missing pages of Technical data sheets	Refer Errata 01 to bidding documents.
4	Section-II (ITB)	14.1	20 of 39	Format of signing of bid	We believe that physical signature in each page of the bid by the authorized signatory is not required and digital signature is sufficient. Please clarify	Bidder's understanding is correct. Only Digital signature of person having valid Power of Attorney to be used for signing the bid.
5	Section-III (BDS)	6.0,ITB 12.1	11 of 16	Bid security validity	As per clause no 12.2 of ITB bid security validity is 45 days beyond the original bid validity period, which is 180 days from the date of opening of stage-1 bid (clause no 13.1 of ITB page 20 of 39). Also as per Clause no 6 of BDS bid security validity is 225 days from the deadline of submission of bid. Both clause refer to different base date, please clarify.	Provisions of bidding documents are amply clear.
6	Section-III (BDS)	10	13 of 16	Time to complete the facilities from date of Notification of awards shall be 30 months	We would request NTPC to please consider the zero date or effective date on the receipt of initial interest free Advance	Provisions of bidding documents shall prevail.
7	Section-VII(Book 1 of 3)	Appendix-1	Page 1 of 20	Terms of Payment : Plant and Equipment (excluding mandatory spares and type test charges) quoted on Ex-works (India) basis	We believe initial advance payment is 15% of the total ex-works price component of contract price and Ten Percent as written in words is typographical error. Please confirm	Refer Errata 01 to bidding documents.
8	GCC	14.4	26 of 70	Variation in taxes and duties : These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the contractor/ Assignee and also not applicable on the bought out items dispatched directly from Sub vendors works to site.	Being long span of the project for 30 months we request NTPC to kindly consider these adjustments to Bought out items dispatched by sub-vendors directly to site also	Provisions of bidding documents are amply clear and shall prevail.
9	GCC	20.3.2	33 of 70	Approval within 21 days by Project Manager	To expedite the progress of work, approval of the documents from project manager is requested in 07 days after receipt of documents. Kindly confirm.	Provisions of bidding documents shall prevail.
10	Sec-IV /GCC	10.2	21/70	The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract	Employer shall ensure the site is free from asbestos/ lead or any other hazardous material. In case, such materials are found at site, the Employer shall be responsible for removal of the same, the Contractor shall be entitled to suspend the work till site is made safe and free of the aforesaid materials.	Provisions of bidding documents shall prevail.
11	Sec-IV /GCC	19.1	31 & 32 /70	Appendix 5 (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. 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. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.	Bidder shall finalise sub-contractors through Open Tender and names of Technically qualified subcontractors shall be forwarded to owner for their approval. Price bid of only approved parties shall be opened.	Provisions of bidding documents are amply clear and shall prevail.
12	Sec-IV/ GCC Technical Specification Section-VI PART-D/ECC	22.7 31.00.00	39/70 13/53	The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public. The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.	Watch and ward arrangement shall be taken care by contractor. However, the arrangement for a strong security set up to insulate complete project contours shall be customer's responsibility.	Provisions of bidding documents are amply clear and shall prevail.

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13	Sec-IV/ GCC Insurance	32.1 34.0	50/70 52/70	The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur.	Bidder shall take Insurance till Trial Operation Completion /Commercial Operation Declaration, whichever is earlier and after that Owner has to take O&M policy of its own.	Provisions of bidding documents are amply clear and shall prevail.
14	SECTION VII/BOOK 3 OF 3/ APPENDIX-1		4-13 of 20		The Terms of payment for Installation works, Civil works & Site Fabricated works may please be modified as: 1) 10% (Ten percent) Interest Free Advance 2) 85% (Eighty Five percent) in monthly instalment pro-rata of the services 3) 5% (Five percent) on successful completion of Trial Operation/ Initial operation and PG Test	Provisions of bidding documents shall prevail.
15	Section-I (IFB)			The complete scope of the proposal for the Design, Engineering, Manufacture, Supply, Construction, Erection, Testing, Commissioning works including Operation & maintenance of the plant for an initial period of 2 years for the EPC Package for Waste to Energy Project (2 x 350 TPD),	The bidder may be exempted from O & M scope of work.	Provisions of bidding documents shall prevail.
16	Sec-IV /GCC	40	60 /70	Extension of Time for Completion	Please confirm that if the commissioning cannot be carried out due to reasons attributable to the Employer, then the Contractor can request extension of time for completion and any additional cost will be reimbursed. Further, please clarify if such situation continues, then for how long the facilities will be deemed to have reached completion.	Provisions of bidding documents are amply clear and shall prevail.
17	Sec-IV /GCC	25.2	42/70	The Guarantee Test (and repeats thereof) shall be conducted by the Contractor after Commissioning of the Facilities or the	Kindly, confirm whether during the Guarantee test, the plant and equipment are operated by the personnel of the Employer.	Provisions of bidding documents shall prevail.
18	Sec-IV /GCC	27.8.1	46 /70	At the end of the Defect Liability Period, the contractor liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period.	Please confirm that the burden of proof that the damage of the facilities is caused by a latent defect is with the employer.	Provisions of bidding documents shall prevail.
19	Sec-IV /GCC	25.3.3	43/70	The Project Manager shall, after consultation with the Employer, and within forty five (45) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.	We request the Owner to consider 7 days in place of 45 days after the notice.	Provisions of bidding documents shall prevail.
20	Section- VI, Part-A	3.01.02 (iv)	9 of 13	Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantee shall not exceed twenty five percent (25%) of the Contract Price. The LD cap for delay in completion is 5%.	25% LD is very high, therefore, it is requested to limit the performance LD cap as 10% of the contract value. Also, we request NTPC to limit the LD cap due to performance + delay as 10 % of the contract price.	Provisions of bidding documents shall prevail.
21	General				Considering the Tender requirements it is requested that due date for bid submission may be extended by 8 weeks from the date of receipt of Pre Bid Queries.	BOD extended till 06.09.2019.
22	SECTION - VII Book 01 of 03	Attachment-3A-5	3 of 5	In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification: (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company. (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.	Please clarify, the financial statements of Unaudited consolidated statements of Holding company or Bidder's company to provide. Also please be noted that, as per JAPAN GAP, they produce only either audited or unaudited consolidated financial statements only. Request you to allow us to produce the same, if your intension is same.	Provisions of bidding documents are amply clear and shall prevail.
23	SECTION - VII Book 01 of 03	Attachment-3B (D&E)	2 of 3	Gross Turnover of the company, 3 years Balance sheet Certified by Chartered Accountant	whether we can submit the (Parent company)H2C turnover and Balance sheet along with our financials ?	Provisions of bidding documents are amply clear.
24	SECTION - VII Book 01 of 03	Attachment-3F	1 of 1	Past Performance data-Details of Similar Equipment Commissioned/Supplied in last ten years	Is it Similar Equipment or Similar Plant?	Provisions of bidding documents are amply clear.
25	SECTION - VII Book 02 of 03	Attachment-4P	1 of 1	Declaration regarding Customs Duty Benefits for Import of Construction Equipment	Please clarify on the list of construction equipments	Provisions of bidding documents are amply clear.
26	SECTION - VII Book 03 of 03	Appendix - 1 A. (I)	1 of 20	Ten percent (15%) of total ex works price component of contract price as initial advance Payment	10% given in words but number it is 15% which one is correct ?	Refer Errata 01 to bidding documents.
27	SECTION - VII Book 03 of 03	Appendix - 1 G (I) ©	11 of 20	The recovery of the interest component on the above advance amount shall be made from the progressive payments released to the contractor as per clause G(II) to G(V) of Appendix-1, Form of Contract Agreement, Book 3 of 3,Section-VII. The amount of interest to be recovered from a particular bill shall be calculated @ 12.60% per annum on the value of advance corresponding to the %age of total progressive payment being released.	In other payment terms, % of interest is mentioned as 12.20%. Which is the correct % ?	Refer Errata 01 to bidding documents.
28	SECTION - VII Book 03 of 03	Appendix - 1 5.Mode of payment	17 & 18 of 20	No clause for O&M payment	Is it possible for monthly payment. What is the mode of payment for O&M work ?	Provisions of bidding documents are amply clear and shall prevail.

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29	SECTION - VII Book 03 of 03	Annexure-3 & Annexure-4 to Appendix-1		ESCROW Agreement -Annexure-3 to Appendix-1, Section-VII, Book 3 of 3 ((To be executed on Non- Judicial Stamp Paper of Appropriate Value) ESCROW Agreement -Annexure-4 to Appendix-1(To be executed on Non- Judicial Stamp Paper of Appropriate Value)	In two places same documents are asked, which one should be followed, Please Confirm	Provisions of bidding documents are amply clear.
30	IV(GCC)	10	21 of 70	Employer's Responsibilities	Tender Document is silent on following:- a. Space for labour for hutments, covered office space with utilities, covered storage space for keeping the equipments/machinery and tools and tackles of the Contractor. Employer to clarify. b. Electric Power, raw/ potable water. Employer to clarify. c. BOCW Cess. In whose scope is this and on which part of contract shall be payable. Employer to clarify. d. Obstructions/latent conditions, if any.	Provisions of bidding documents are amply clear.
31	IV (GCC)	13.2.1 and 13.2.2	23 of 70	Advance Payment Security	Clause 13.2.2 provides pro-rata reduction of ABG in every three months. However, Format of ABG does not contain such provision. Please tune Format accordingly. As per this clause Contractor is required to furnish a security at the beginning of O&M Contract value for O&M service for due performance of the Contract for 5% of total O&M Contract Price for one year. Employer to provide the terms and conditions/ draft contract for such O&M Services, if any.	Provisions of bidding documents are amply clear.
32	IV (GCC)	23.4	40 of 70	Test and Inspection	Given provisions are silent on time line for carrying out inspection/test/response. Could it be fixed 7 working days. In case of failure on the part of Employer or the Project Manager to attend the test and/or inspection, whether the Contractor be entitled to dispatch the equipment along with its own test/inspection report? Employer to clarify.	Provisions of bidding documents are amply clear and shall prevail.
33	IV (GCC)	25.2	42 of 70	Guarantee Tests and Operational Acceptance	Tender Document is silent on outer time line to complete Suggest that if Guarantee Test could not be conducted within 120 days from the date of commissioning for the reasons not attributable to the Contractor, the Contractor shall be discharged from this obligation. Employer to clarify.	Provisions of bidding documents are amply clear and shall prevail.
34	IV (GCC)	27.2	45 of 70	Defect Liability	Tender Document is not taking care of situation of long suspension and other cause in defect liability period. It is suggested to add third point "or 24 months from the date of supply of last major item required for commissioning". Replaced/repaired item shall carry warranty until expiry of DLP or 6 month from such date whichever is later. Deviation sought.	Provisions of bidding documents are amply clear and shall prevail.
		27.8.1	46 of 70		As per Clause Cl.27.8.1 of GCC, Latent Defect Period is 5 years commencing from expiry of Defect Liability Period. Could it be 5 years from start date of DLP? Employer to clarify.	
35	IV (GCC)	28	47 of 70	Functional Guarantees	Tender is silent on maximum Liquidated Damages payable for shortfall/ non-performance of Facilities. Employer to clarify on maximum cap thereof.	Provisions of bidding documents are amply clear and shall prevail.
36	IV (GCC)	30	48 of 70	Limitation of Liability	Tender Document is capping maximum liability of Employer upto 100%. Then how cost of suspension, variations and other counts shall become payable to the Contractor. Suggest to remove this cap for Employer.	Refer Amendment no. 01 to Section-V of Bidding documents.
37	IV (GCC)	40	60 of 70	Extension of Time for Completion	This clause and other part of the Contract are silent on overhead costs except for bank charges & insurance on fixed rates, in case of delays attributable to the Employer. Employer to consider above request and provide appropriate provision in this clause on this aspect.	Provisions of bidding documents are amply clear and shall prevail.
38	IV (GCC)	41	61 of 70	Suspension	Tender provides for Suspension of 90 days + 28 days without any remedial provision. This duration is too high. There must be some provision for cost remedy on this count. Employer to consider.	Provisions of bidding documents are amply clear and shall prevail.
39	IV (GCC)	48.2	69 of 70	No claim for interest or damage	This provision is very stringent. Removal is suggested. Employer to clarify.	Provisions of bidding documents shall prevail.
40	IV (GCC)	32.2	50 of 70	Care of facilities	If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of (a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 (Insurance) hereof – Kindly clarify the same	Provisions of bidding documents are amply clear and shall prevail.
41	GENERAL				There is no time line for discharge of obligations by the Employer. Please put time line to enable to the Contractor to complete within given time.	Provisions of bidding documents are amply clear and shall prevail.

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42	Section VII	Appendix-1, A	Page 1 of 20	Payment Terms	Ten Percent (15%) of the total Ex-works price component of Contract Price as Initial Advance Payment on: Kindly clarify whether 10% or 15% advance will be given.	Refer Errata 01 to bidding documents.
43	Section VII	Appendix-1, D	Page 4/6 of 20	Payment Terms	Schedule 3 & 4: Advance against Installation services and Civil works is Interest bearing. We request to keep 10% interest free advance to maintain the cash flow during the project which is very vital for the smooth project execution.	Provisions of bidding documents shall prevail.
44	General				Since the Tender is exhaustive and lot of documentation is involved, we request for an extension in bid submission date by one month from the present due date(16.08.19)	BOD extended till 06.09.2019.
45	Section VII	Page2	Page2	DJU for Route 2	1. That in consideration of the award of the Contract(s) by the Employer to the Contractor, we the Contractor and the QWEPM, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for the complete EPC PACKAGE FOR Waste to Energy Project- Joint and Several responsibility is a concern with all the Technology partners. Kindly relax / modify the clause. We suggest QWEPM should be responsible for Boiler Part only. 2 . We, the QWEPM shall be specifically responsible for the following: Design, engineering, erection / erection supervision and commissioning / commissioning supervision of complete waste to energy plant being offered to NTPC by bidder. – QWEPM will be responsible for their scope of work only (Boiler) Rest responsibility lies on EPC Contractor. 3. All the write up/documents/drawings/ design/calculations provided by the Bidder shall be duly wetted by QWEPM. Further, we, the QWEPM 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 QWEPM for successful commissioning and performance of Waste to Energy Equipment System, the QWEPM shall depute its technical experts from time to time to the Contractor's/ Sub-vendor's works/ Employer's project site, as mutually agreed upon between the Employer and the Contractor in accordance with the stipulation of the Contracts.- QWEPM will do the necessary visits and vetting of drawings/ Documents for their scope of work only (Boiler)	Provisions of bidding documents shall prevail.
46	Section I (IFB)	6 1.2.3 - Route 2	4 of 8	Route 2 , Clause 1.2.3	The clause 1.2.3 under Route 2 is not required as the requirement is already specified under Route -1 (1.1.2) . Please confirm bidder's understanding	Provisions of bidding documents are amply clear and shall prevail.
47	Section II (ITB)	8.1.1	5 of 39	Board Resolution for Power of Attorney	- Request Board Resolution for Power of Attorney be deferred till award of Contract	Provisions of bidding documents shall prevail.
48	Section II (ITB)	8.1.1 c)	5 of 39	Deed of Joint Undertaking/Joint Venture/Consortium Agreement/Letter of Support (if applicable)	- Please clarify Bidder's Understanding as below: For Route 2, only DJU would be provided by QWEPM and Bidder	Provisions of bidding documents are amply clear.
49	Section II (ITB)	8.1.2 (a)	6 of 39	Attachment 3 : Bidder's Qualifications	Kindly elaborate this clause: 'In the absence of pre-qualification by the bidder'... , please clarify the event of Pre-Qualification.	Provisions of bidding documents are amply clear.
50	Section II (ITB)	10.6.3	17 of 39	Benefits / Exemptions / concessional Custom Duty	We request Employer to provide all necessary certificates for availing the concessional custom duty or any exemptions. Bidder shall not be responsible for any such certificates other than 10.6.2.	Provisions of bidding documents are amply clear.
51	Section II (ITB)	22.2	28 of 39	New Agency Clause	Please clarify following points - 1) Definition of Similar Package 2) Applicability of this clause in the current tender.	Provisions of bidding documents are amply clear.
52	Section III (BDS)	10.1 - Time for Completion of Facility	13 of 16	Time for Completion of facility	We request to provide 35 Months as Time for Completion of Facility	Provisions of bidding documents shall prevail.
53	Section II (ITB)	3.5 Incoterms	7 of 70	INCOTERMS	We assume that the Incoterms to be referred are Incoterms 2010, as this is the latest version of Incoterms published. Kindly confirm	Provisions of bidding documents are amply clear.
54	Section IV (GCC)	3.6 Construction of Contract	7 of 70	Construction of Contract	Please inform when the O&M contract will be signed. We propose to have a separate O&M Contract , please also provide separate GCC and SCC for the same if any.	Provisions of bidding documents shall prevail.

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55	Section-IV_GCC	9.2	20 of 70	The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Owner, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Facilities sufficient time advance from the deadline set for price bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.	Bidder's offer will be based on Soil report provided by the Owner along with the Tender and Bidder has not done any additional investigation to access the correctness and completeness of the data provided. Please confirm that any cost and time implication due to variation of actual data w.r.t Soil report provided in the tender, will be allowed as pass through.	Provisions of bidding documents are clear.
56	Section IV (GCC)	20.3.2 t	33 of 70	Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.	We request to change 21 days to 14 Days. If contractor does not receives any comments from Project Manager within 14 days, then the drawings /document shall be deemed to be approved and contractor can proceed ahead to release execution drawings/manufacturing clearance etc.	Provisions of bidding documents shall prevail.
57	Section IV (GCC)	24.6 Completion Certificate	42 of 70	Completion of Facility - If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.	Please confirm that such completion shall also entitled the contractor for the payment towards Successful Completion of Facilities (% of CP as per Terms of Payment) .	Provisions of bidding documents are clear.
58	Section IV (GCC)	25.2.2 Guarantee Test	43 of 70	If for reasons attributable to the Employer, the 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, <u>the payment towards Successful Completion of Guarantee Test</u> , 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 Guarantee Test.	We request to modify as "the payment towards Successful Completion of Guarantee Test & Operational Acceptance " As because same nomenclature is used in Terms of Payment - Appendix -1 " the payment towards Successful Completion of Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have initial validity of one (1) year. Please define the sunset period for such Bank Guarantee for the reasons attributable to employer.	Provisions of bidding documents shall prevail.
59	Section-IV_GCC	34.1	52 of 70	To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who should not unreasonably withhold such approval.	So long Bidder uses industry standard terms and Insurance Certificates such approval will not be required. However for any customised form such approval from employer will be obtained.	Provisions of bidding documents shall prevail.
60	Section VI (TS) Part A Sub Section I - Intent of Specification	6.00.00	9 of 12	Operation & Maintenance Spares	It is assumed that the bidder shall be required to provide routine spares during the O&M period and any unit assemblies or equipment requiring replacement shall be provided by the employer or shall be allowed as a pass through. Since Mandatory spares are not included in bidder's scope, any outage due to lead time required to arrange such spares shall be not be counted for the purpose of the Availability of the facility.	Provisions of bidding documents shall prevail.
61	Section VI Part A Sub Section IV - Functional Guarantees	3.01.02	9 of 13	Contractor's aggregate Liability to pay LD for failure to attain functional guarantees shall not exceed 25 % of the contract Price	We request client to limit the LD for Functional Guarantees to 15% of Contract Price and aggregate liability for delay & performance to be capped at 20% of Contract Price.	Provisions of bidding documents shall prevail.
62	Section VII		1 of 20	Appendix 1 - Terms and Procedures of Payment	Can Employer pay directly to QWEPM for its scope of supply?	Provisions of bidding documents shall prevail.
63	Section VII		1 of 20	Appendix 1 - Terms and Procedures of Payment	Kindly correct wording of first milestone payment towards Ex-works price as Fifteen percent (word says 'Fifteen', figures says '10')	Refer Errata 01 to bidding documents
64	Section IV Part F & Part E			Part F : Mandatory Spares List & Part E: Technical Datasheet	Pages missing between Part F & Part E	Refer Errata 01 to bidding documents
65	Section VII			DJU format	Bidder request to modify the format of DJU. Same will be shared with NTPC before bid submission for approval.	Provisions of bidding documents shall prevail.
66	Section IV	GCC 2.3	6	...drawing and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract...	We request 6 copies to be replaced with 3 copies	Refer Amendment no. 01 to Section-V of Bidding documents.
67	Section IV	GCC 2.4	6	...Contractor at his own cost shall provide the Employer with at least twenty (20) copies of electronic ...	is it necessary -to provide 20 copies of electronic version of signed contract agreement	Refer Amendment no. 01 to Section-V of Bidding documents.

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68	Section IV	GCC 3.5	7	Incoterms means international rules for interpreting ...	We hope that the latest version of Incoterms 2010 shall be applicable	Provisions of bidding documents are clear.
69	Section IV	GCC 3.6.2	7	...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 the other Contract(s) also at the risk and the cost of the Contractor	We request to delete the sentence from "and a breach..... of the contractor" as it is a cross liability clause	Provisions of bidding documents shall prevail.
70	Section IV	GCC 6.1	10	...then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.	We request to delete the sentence from "Expert settlement council.....the applicable law" and to replace with "Conciliation under the Arbitration and Conciliation Act, 1996."	Provisions of bidding documents shall prevail.
71	Section IV	GCC 6.2.2.1 and 6.2.2.2	10	...the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which ...	We request to delete the sentence from "through expert settlement council.....an ESC to fill any vacancy". and to replace with "under the Conciliation rules laid down under the Arbitration and Conciliation Act, 1996."	Provisions of bidding documents shall prevail.
72	Section IV	GCC 6.3	13	...intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.	We request to delete the sentence from "and no arbitration in..... notice is given" as it is a cross liability clause	Provisions of bidding documents shall prevail.
73	Section IV	GCC 6.3.3	14	Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NTPC from the List of empanelled Arbitrators of NTPC in ...	We request to delete the sentence from "CMD, NTPC..... NTPC in." and to replace with "parties mutually". And clause (b) the words CMD,NTPC shall be replaced with "the parties". And 60 days replace to 30 days.	Provisions of bidding documents shall prevail.
74	Section IV	GCC 7.3.1.3	17	...Such details will be furnished to the Employer as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.	We request to delete the sentence from "Such details tocorresponding main equipment"	Provisions of bidding documents shall prevail.
75	Section IV	GCC 7.3.1.4	17	...the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Contractor to the Employer are not higher than those charged by him from other customers in the same period.	We request to delete the sentence from "the Contractor willin the same period"	Provisions of bidding documents shall prevail.
76	Section IV	GCC 7.3.1.8	18	...he shall give the Employer atleast 2 years advance notice so that the latter may order his bulk requirement of spares, if it so desires.	We request to replace 2 years with "1 year " at both places	Provisions of bidding documents shall prevail.
77	Section IV	GCC 7.3.1.11	18	In case the Contractor fails to supply the mandatory, recommended or long term spares in the terms stipulated above...	We request to delete the words "recommended or long term spares"	Provisions of bidding documents shall prevail.
78	Section IV	GCC 7.3.1.12	19	...such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of Commissioning of the Plant and Equipment ..	We request to replace 5 years with "2 years" at both the places	Provisions of bidding documents shall prevail.
79	Section IV	GCC 7.3.1.13	19	For 3 years operational spares (both mandatory and recommended..	We request to replace 3 years with "2 years"	Provisions of bidding documents shall prevail.
80	Section IV	GCC 12	22	Terms of Payment	Kindly note and confirm that payment terms will be as per credit matrix.	Provisions of bidding documents are clear.
81	Section IV	GCC 13.2.2	23	The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance ...	We request that 100% reduction of ABG be allowed on completion of supplies without any retention.	Provisions of bidding documents shall prevail.
82	Section IV	GCC 13.4	24	Security for Joint Deed of Undertaking	signing any deed of joint undertaking.- need clarifications	Provisions of bidding documents are clear.
83	Section IV	GCC 14.4	26	However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items ..	We request to check and confirm the sentence from "howeverand his sub Contractors/suppliers."	Provisions of bidding documents are clear.
84	Section IV	GCC 16.5	27	The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.	We request to add sentence after- shall survive "for a period of 3 years from the date of".	Provisions of bidding documents shall prevail.
85	Section IV	GCC 17.2.1	28	The Contractor's representative shall be a regular Employee/ Partner/ Director only ...	We request to delete the clause no.17.2.1.1	Provisions of bidding documents shall prevail.
86	Section IV	GCC 18.3	31	Progress Report	We request to modify the sentence "The Progress report shall be in a form mutually discussed between the Parties"	Provisions of bidding documents shall prevail.
87	Section IV	GCC 20.1.1	32	The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.	We request to insert the word "not" between shall and be in 5th line Replace the word "whether" with "once" in 7th line Delete the words "or not" in the 8th line.	Provisions of bidding documents shall prevail.
88	Section IV	GCC 20.3.2	38	Within twenty one (21) days after receipt by the Project Manager ...	We request to replace 21 with 7 days	Provisions of bidding documents shall prevail.
89	Section IV	GCC 20.3.5	39	...the Project Manager shall give instructions as to whether and if so, how, performance ...	We request to replace the words "Project manager shall give instructions" with "Parties shall mutually decide".	Provisions of bidding documents shall prevail.
90	Section IV	GCC 22.1.3 c)	36	The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) ...	We request that the Contractor or its "sub-contractor" shall be responsible for obtaining all licenses and approvals.	Provisions of bidding documents shall prevail.
91	Section IV	GCC 22.2	37	The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.	Kindly check the line of 3 of 22.2.1- as whatever contractor supplied for completion of work i.e. equipment, material, machinery etc. can be removed after completion.	Provisions of bidding documents shall prevail.

CLARIFICATION NO. 01 TO BIDDING DOCUMENTS (COMMERCIAL PORTION)

S. NO.	SECTION	CLAUSE NO.	PAGE NO.	CLAUSE / SPECIFICATION REQUIREMENT	STATEMENT OF CLARIFICATIONS	CLARIFICATION BY NTPC
92	Section IV	GCC 22.3	37	The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.	We request to delete the sentence " The Contractor shall prepare.....unreasonably withheld"	Provisions of bidding documents shall prevail.
93	Section IV	GCC 23.2	40	The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection...	We request to insert the words " as per approved Quality Assurance Plan or Inspection test plan	Provisions of bidding documents shall prevail.
94	Section IV	GCC 24.6	42	If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice ...	We request to replace 14 with 7 days	Provisions of bidding documents shall prevail.
95	Section IV	GCC 26.2	44	The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.	Kindly delete line no.7 of 1st para. "One the maximum.....".	Provisions of bidding documents shall prevail.
96	Section IV	GCC 27.2	45	The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs.	Kindly make sentence as "the defect liability period shall be 18 months from the date of last major supply or 12 months from the date of commissioning.	Provisions of bidding documents shall prevail.
97	Section IV	GCC 27.7	46	If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time ..	Kindly add words "take steps to" after "if the contractor fails to.....	Provisions of bidding documents shall prevail.
98	Section IV	GCC 27.8	46	If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.	The validity of the Contractor's Warranty shall be for a period of 12 months from the date of Commissioning of the Plant ("Warranty Period"). The Contractor's warranty shall be proportionately reduced only in case if delays are for reasons not attributable to the Contractor. The Warranty Period applicable to the replaced parts shall be extended by such period of time as has elapsed since the date Of Commissioning of the Plant or half the Warranty Period whichever is shorter.	Provisions of bidding documents shall prevail.
99	Section IV	GCC 30.1	48	Except in cases of criminal negligence or wilful misconduct...	Kindly delete 1st line "except in cases of criminal negligence or wilful misconduct."	Provisions of bidding documents shall prevail.
100	Section IV	GCC 31.3 to 31.5	49 & 50	Disposal of Surplus Material	Kindly confirm the entire clause and We request to delete the words in 31.5" then the Contractor shall.....Section VII(forms and procedures)"	Provisions of bidding documents shall prevail.
101	Section IV	GCC 33.3	51	The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.	Kindly delete the line no.4 from " in excess of the..... Clause34(insurance).	Provisions of bidding documents shall prevail.
102	Section IV	GCC 33.3	52		Kindly note that: We approach insurers of good repute and will select insurers on our own. G. other insurances: Please specify such other insurances. 34.5 If employer buys any insurance on its own, please ensure that bidder and bidder's subcontractors are named as additional insured in such insurance policy. Also ensure to obtain waiver of subrogation & waiver of contribution against bidder and bidder's subcontractors and their respective insurers. We should not take any deductibles, claim rejections or alike to our account under all such insurance policies.	Provisions of bidding documents shall prevail.
103	Section IV	GCC 34	54	Insurance	Kindly note that bidder will be the sole beneficiary for insurance claims under the policies taken by bidder	Provisions of bidding documents shall prevail.
104	Section IV	GCC 34.2	54	The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor ...	We request to replace "coinsured" with "additional insured" in first line. We request to delete the words " except for the Third Party liabilityEmployer's Liability Insurances".	Provisions of bidding documents shall prevail.
105	Section IV	GCC 36.1	55	Change in Laws and Regulations	We request to replace the words " after the date 7 days prior to Bid submission" with at any time during the currency of the Contract" To insert the words " any tax but not limited to Goods and Service tax" To delete the words "Howevervendor works to Site."	Provisions of bidding documents shall prevail.
106	Section IV	GCC 39.2.3	59	...Change Orders that have already become binding upon the 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...	We request to replace 15% with 5%	Provisions of bidding documents shall prevail.
107	Section IV	GCC 39.2.4	59	...if the limit of 15% set forth ...	We request to replace 15% with 5%	Provisions of bidding documents shall prevail.
108	Section IV	GCC 39.2.5	59	If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order...	We request to replace 60 with 30 days	Provisions of bidding documents shall prevail.

CLARIFICATION NO. 01 TO BIDDING DOCUMENTS (COMMERCIAL PORTION)

S. NO.	SECTION	CLAUSE NO.	PAGE NO.	CLAUSE / SPECIFICATION REQUIREMENT	STATEMENT OF CLARIFICATIONS	CLARIFICATION BY NTPC
109	Section IV	GCC 41.1	70 & 71	If, by virtue of a suspension order given by the Project Manager/Employer, other than by reason of the Contractor's default or breach of the Contract, 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 and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice...	We request to replace 90 days with 50 days Replace 28 days with 14 days	Provisions of bidding documents shall prevail.
110	Section IV	GCC 42.1.1	62	The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination ...	We request to replace the words " any reason by" with "material deviation"	Provisions of bidding documents shall prevail.
111	Section IV	GCC 42.1.3	63	In the event of termination of the Contract under GCC Sub-Clause 42.1.1...	We request to add a new point (f) - return all the securities promptly (g) The cost of equipments in advance stage of manufacturing. (h) Early termination fee___% of the balance contract value.	Provisions of bidding documents shall prevail.
112	Section IV	GCC 42.2.3	65	Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2...	We request to insert in clause © "upon receipt of payment" delivery to the employer.....	Provisions of bidding documents shall prevail.
113	Section IV	GCC 42.2.4	65	The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party.... and installation of the Facilities.	We request to delete the 1st paragraph " The Employer may enter upon.....installation of the facilities."	Provisions of bidding documents shall prevail.
114	Section IV	GCC 48.2	69	No claim for interest or damage	We request to delete the clause.	Provisions of bidding documents shall prevail.
115	Section V	SCC clause 4 and 4.1	2	The provisions regarding reduction in Performance Security is not applicable.	We request you to discuss if we shall select for stage II round.	Provisions of bidding documents shall prevail.
116	Section V	SCC clause 6,7	3	Security against O&M charges	We request you to discuss if we shall select for stage II round.	Provisions of bidding documents shall prevail.
117	Section V	SCC clause 9	4	The Bank Guarantee and Insurance Charges for the extended period on account of delays attributable to the Employer ...	Please note that rates will be governed by Indian EAR policy subsequent GFC circulars.	Provisions of bidding documents shall prevail.
118	Section - IV (GCC)	30	48 of 70 of GCC	Limitation of Liability of Contractor - 100% of the Contract Price	We understand that the EPC contractor's aggregate liability shall be limited to 100% of the total contract price and the additional clause provided in SCC / DJU stipulating QWEPM's limitation of liability as 10% is included in the overall aggregate limitation of liability of 100%. Kindly confirm that under all circumstances, QWEPM shall be liable only for maximum 10% of the total contract price.	Provisions of bidding documents are amply clear.
	Section - V (SCC)	30	6 of 8 of SCC	Sl. No. 10: Limitation of Liability - Total Liability of the DJU Partner (other than Contractor) shall be limited to the Liability amount specified in the respective DJU.		
	Form 13 for Route 2 of Section - VII	DJU	303-307 of 329 of Section - VII	DJU requires the limitation of liability of the QWEPM to an amount equivalent to ten percent (10%) of value of contract awarded to the Contractor.		