

CLARIFICATION NO. 03 TO BIDDING DOCUMENTS (COMMERCIAL PORTION)

S. NO.	SECTION	CLAUSE NO.	PAGE NO.	CLAUSE / SPECIFICATION REQUIREMENT	STATEMENT OF CLARIFICATIONS	CLARIFICATION BY NTPC
1	SECTION - III (BDS)	13.0	15 of 16	Value of Import content in Ex-works price, quoted in Schedule- 1 by Bidder, shall in no case be more than 30% of the total Supply value quoted by Bidder in Price Schedule-1.	Employer is requested to confirm the definition of 30% of the total Supply in detail.	Provisions of bidding documents are clear.
2	Section - IV (GCC)	7.3.1.13	19 of 70	7.3.1.13 The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under: (i) For 3 years operational spares (both mandatory and recommended) a) For any item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment / plant under the Contract.	This clause is applicable for 3 years operational spares (mandatory and recommended). However, in Part A , Sub Section - I, 2 years of operation and maintenance of plant is mentioned. Also in part F, 1.00.00 Recommended spares, 2 years period is mentioned. Bidder will provide spares and consumable required for 2 years operation only. Please confirm.	Refer s. no. 2 of Amendment 02 to Section-V (SCC) dated 11.10.2019.
3	Section - IV (GCC)	27.8	46 of 70	...Upon correction of the defects in the 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.	Such extended warrenty for repaired / replaced portion would be limited to maximum one role over and will not be further extended.	Provisions of bidding documents shall prevail.
4	Section-VII (FP) Book 3 of 3	Revised Form 13A & 13B issued vide Amendment 2 to Section VII dated 28.01.2020	2	AND WHEREAS the Bidder and QWEPM are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system including meeting the technical guarantees for its Kawas Waste to Energy Project , as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.	<i>Request statement to be modified as below (only part in bold and red is modified):</i> AND WHEREAS the Bidder and QWEPM are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system including meeting its technical guarantees (for the Solid waste combustor cum steam generator and its grate and flue gas cleaning system) for its the Kawas Waste to Energy Project , as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Contract/ Contracts.	Refer Amendment 03 to Section-VII (FP).
5	Section-VII (FP) Book 3 of 3	Revised Form 13A & 13B issued vide Amendment 2 to Section VII dated 28.01.2020	2	Clause No. 2: In case of any breach of the Contract committed by the Contractor, we the QWEPM, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system and undertake to carry out all obligations and responsibilities in the Contract, including its technical guarantees. Further, if the Employer sustains any loss or damage on account of breach of the Contract, we, the QWEPM, and the Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever. However, the liability of the QWEPM shall be limited to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system portion only.	<i>Request statement to be modified as below (only part in bold and red is modified):</i> In case of any breach of the Contract committed by the Contractor, we the QWEPM, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Solid waste combustor cum steam generator including its grate and flue gas cleaning system and undertake to carry out all obligations and responsibilities related thereto in the Contract, including its technical guarantees. Further, if the Employer sustains any loss or damage on account of breach of the Contract, we, the QWEPM, and the Contractor jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever. However, the liability of the QWEPM shall be limited to complete solid waste combustor cum steam generator including its grate and flue gas cleaning system portion only.	Refer Amendment 03 to Section-VII (FP).