ENGINEERING PROJECTS (INDIA) LIMITED (A Govt. of India Enterprise) Western Regional Office: Mumbai

EPI/WRO/CON/968/342

Date: 13.06.2025

Sub: "Design, Engineering, Supply, Erection, Testing and Commissioning of DCS based control system and associated works" on EPC mode for the project Supply, Installation, Testing and Commissioning of FGD System for 1X500 MW Unit #6 Ukai TPS"

Ref: NIT No.: EPI/WRO/CON/968/342 dated: 30.05.2025

<u> Addendum – I</u>

Sr. No	EPIL's Reply to List of Deviations & Clarifications sought by
	Bidders
1.	As per Annexure – 1

All other terms and conditions of NIT shall remain unchanged.

CONTRACTS DIVISION – WRO

SL. No.	Referred Clause of NIT	List of Deviations submitted by bidders	EPIL Ropiy		
1	Limitation of Liability	Notwithstanding anything to the contrary contained in this Contract/Purchase Order ("Contract") or any other related or incidental document (i) neither Party shall be liable to the other for any indirect or consequential losses or damages including but not limited to any loss of profits, loss of production, loss of revenue or loss of use; and, (ii) the maximum aggregate cumulative liability of the ABB for any all claims arising out of or in connection with the Contract, shall in no event exceed 100% of the Contract Price or payment made, whichever is lower.	No Change. Shall be as per Tender		
		In reference to above point, We are also attaching the GCC from NTPC/ GSECL, which mandatorily include, this clause as a part of the GCC.			
		As Per our internal ABB Policy, We request EPIL to include this clause as part of corregedum to enable bid in this tender.			
2	Statutory compliance	Any statutory registration/approval/permit/consent/license required in this Tender/Contract including approvals required under laws such as Legal Metrology law SHALL NOT BE IN the scope of Bidder/ABB under this Tender/Contract and all statutory approvals required under this Tender/Contract shall be fully in the scope of responsibility and adherence of Purchaser.	No Change. Shall be as per Tender		
3	BOCW Cess + Clause 13.0 of GCC + Clause 15 of GCC	In case of liability of paying cess under the Building and other Construction Workers Welfare Act (Re&CS) Act 1996 (BOCW Act) & BOCWW Cess Act by ABB, Purchaser shall fully reimburse the entire costs and expenses including royalty to ABB.	No Change. Shall be as per Tender		
4	Liquidated Damages + Clause 10 TIME SCHEDULE & PROGRESS of ACC + Clause 22. COMPENSATION FOR DELAY AND REMEDIES of ACC + Clause 72.0 of GCC	Any delay attributed to the ABB beyond agreed date of delivery will attract Liquidated Damage (LD), as a genuine pre-estimated losses and not as penalty, at 0.5% per week or part thereof on the value of the undelivered portion only, subject to maximum 5% on the total value of the undelivered portion of supply. However, in case of any delay for the reason not attributable to the ABB or due to force majeure conditions, the provision of liquidated damages shall not apply. Liquidated Damages shall be the exclusive and the sole remedy available to the Purchaser under this Contract (or Order), tort or any other law applicable for the time being in force.	No Change, Shall be as per Tender		
5	Clause 26 FORCE MAJEURE of ACC + Clause 75.0 of GCC	Either Party shall not be liable to the other Party (except for responsibility to pay seller/supplier) for any force majeure event under this Contract. Any pandemic, epidemic, covid19 situation is treated as force majeure event.	No Change. Shall be as per Tender		
6	Termination/Suspension + Clause 58.0, 72.2, 77.0 of GCC	ABB shall be entitled to claim payments from Purchaser for all supplies and/or services completed including work in progress till the date of any termination /expiry /cancel /suspension of this Contract. ABB shall be entitled to claim applicable interest rate from Purchaser for any delayed payments to ABB under this Contract. Purchaser will provide sixty (60) days prior written notice to ABB for any termination/suspension/cancellation of this Contract. ABB is entitled to terminate this Contract for any material breach by the Purchaser and ABB shall claim full costs compensation from the Purchaser to the extent of performance completed and work in progress status under this Contract.			
		Clause 78.0 of GCC is not applicable to ABB since it is not natural person. the DLP/Warranty period shall be twelve (12) months from date of commissioning or eighteen (18) months from date of supply whichever is earlier, which results during			
7	Clause 24 DEFECT LIABILITY PERIOD of ACC + Clause 74.0 of GCC	Warranty Period in the defective equipment, any defect for the reasons that is solely attributable ABB with the exceptions on following: (i) anomalies arising from supplies or parts provided by the Purchaser without conforming to technical specification mutually agreed with the Supplier; (ii) normal abrasion, normal corresion or normal wear and tear of the supplies; (iii) use or storage of the Equipment that does not comply with technical specifications agreed by both Parties; (iv) in the event of repair, modification, dismantling or reassembly connection of the Equipment not carried out by Supplier; (v) incorrect use of equipment by the Purchaser. For any warranty support under this Contract, it is agreed between the Parties shall be the whole and sole responsibility of Purchaser to load, unload and transport related risks compliance and associated costs to provide the materials supplier under this Contract is made available at the ABB location in India. There is no extended warranty period in ABB scope under this Agreement.	No Change. Shall be as per Tender		
8	Clause 33 LOSS OR DAMAGE TO PROPERTY, ACCIDENT OR INJURY TO WORKERS, INDEMNIFICATION of ACC + Clauses 21.0, 22.0, 23.0, 24.0, 25.0, 26.0, 32.0, 33.0, 34.0 of GCC	Purchaser shall indemnify ABB from any third-party claims if the reasons for the claim(s) are not solely attributable to ABB under this Contract. Purchaser shall fully indemnify ABB for any statutory compliances that are applicable to the Purchaser under this Contract.	No Change. Shall be as per Tender		
9	Clause 73.0 of GCC	This clause is not applicable to ABB under this Contract/Tender	No Change. Shall be as per Tender		
10	Clause 91.0 of GCC	This clause is applicable to both ABB and Purchaser for a period of three (3) years from the end of this Contract period. Party initiating audit must bear all the costs and expenses of the audit. Audit shall be restricted to the scope of this Contract only and audit will be conducted with prior written notice and only during business hours.	No Change. Shall be as per Tender		

SL. No.	Referred Clause of NIT	List of Deviations submitted by bidders	EPIL Reply
11	Intellectual property rights + Clause 20.0 of GCC, software licenses	It is clarified that all intellectual property rights under this Contract is limited and restricted to the right to use by the Purchaser for the limited purpose of this Contract only. all and any pre existing intellectual property rights of ABB are not transferred under this Contract and ABB shall be exclusive owner and title holder for ABB pre-existing intellectual property rights and similarly for any third party owned pre-existing intellectual property rights will be exclusive) owned by such third partylies. ABB undertakes to defend the Purchaser against any claims relating to the infringement of an intellectual property rights will be exclusive) owned by such third partyles. ABB undertakes to defend the Purchaser against any claims in writing: b. ABB has sole charge of the defence and all negotiations relating to a settlement; c. ABB will not be responsible for an infringement claim in the following cases: i. the combination, implementation, or use of the Supplies with equipment or data or software not supplied by ABB, i. a modification of the Supplies by Purchaser.	No Change. Shall be as per Tender
12	Contract performance and risk purchase + Clauses 43.0, 70.0, 72.4 of GCC	In case ABB's performance is delayed due to any act of omission on the part of Purchaser or any third party engaged by Purchaser or the end customer then the ABB shall be given due extension of time for the completion of the scope, for a period not less than the duration of the resultant delay in the ABB's performance of the Contract. Purchaser shall grant appropriate cost compensation along with time extension to the ABB. If ABB fails to meet performance obligation or delivers defective goods and, despite having been given a reasonable cure period, does not remedy the failure (unless the failure is due solely to a Force Majeure event), then Purchaser may procure replacement goods or services on the open market. ABB shall be responsible for reimbursing Purchaser for full purchase price actually paid for those replacement goods or services, up to amount paid under this Purchase Order restricted to proven reason solely attributable to ABB default.	No Change. Shall be as per Tender
13	Change in law	Parties agree in event of any change in laws, regulations or increases in tariffs or duty rates imposed, implemented or enacted after date of this Contract or change in interpretation of any laws, regulation, tariffs or duty rates affecting cost of goods and services set forth herein and/or time of performance or delivery of same, ABB shall be entitled to an adjustment in contract price reflecting change in laws, tariffs or duty rates or other costs and any necessary adjustment to time of performance or delivery of goods and services	No Change. Shall be as per Tender
14	Clause 15 INSURANCES of ACC + Clauses 17.0, 18.0, 19.0 of GCC	Transit insurance will be in Purchaser scope. There are no insurances in ABB scope. Incoterms 2020: Ex works- ABB premises	No Change. Shall be as per Tender
15	Confidential information	Either Party shall protect the confidential information disclosed by the other party provided under this Contract. Supplier will obtain prior consent from Purchaser before sharing the confidential information to any third party. However, consent from Purchaser will not be required if ABB discloses confidential information provided by Purchaser due to legal, audit or state owned entities requirements.	No Change. Shall be as per Tender
16	Clause 17 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION of ACC	Transfer of ownership to the Purchaser shall be only after complete payment to ABB. The risk of the asset/item/equipment shall transfer to Purchaser after delivery of items by ABB wherein the scope including safe custody and storage, safety and security with its associated responsibilities and costs of the delivered asset /item/ equipment shall be fully in Purchaser scope under this Contract.	No Change. Shall be as per Tender
17	Clause 27 ARBITRATION of ACC	This Contract (or Order) shall be governed by and construed in accordance with the laws of India. Any dispute or difference arising out of or in connection with this Contract (or Order), which cannot be settled amicably within thirty (30) calendar days from the notification of such dispute by one Party to the other Party, shall be finally settled under the Arbitration and Conciliation Act, 1996 by sole arbitrator appointed in accordance with the said law. The place of arbitration shall be Bengaluru, India. The language of the arbitration shall be English. The final award shall be binding on the Parties.	No Change. Shall be as per Tender
18	Trade compliance	(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) mport, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect trans-actions or deliangs with certain acunities, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agnery on or after the date of the Contract (collectively, Trade Control Laws). (b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. Teastricted Person' means any entity or person included on a 1st (including US). San EU Lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws. Each Party agrees that it shall fly (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person). (c) if, as result of Trade Control Laws issued or amended after the date of the Contract. (ii) the Purchaser or the end-user is/becomes a Restricted Person, or (a). As a result of Trade Control Laws issued or amended after the date of the Contract. (i) the Purchaser or the end-use is/becomes a Restricted Person, or (i) any necessary export localed value shall not be lable to the Purchaser or the organication with wells exported, re-export, or in-country transfer of quiprent and Services. Equipment and Software, and the "direct product" thereof, that organication or unlaterally terminate the Contract in whole or in part. ABB will wells that one pr	No Change. Shall be as per Tender

SL. No.				
SL. NO.	Referred Clause of NIT	List of Deviations submitted by bidders	EPIL Reply	
19	Clause 14 ESCALATION / PRICE VARIATION of ACC + Clauses 9.2, 15.0, 16.0 of GCC	The price as set forth in this Contract has been calculated based on the current prices for the component(s), part(s) and raw material(s) (the "Parts") required to manufacture the products. However, due to the volatility of the prices of the Parts, Seller may encounter significant and potentially unanticipated increases in Parts pricing. Seller agrees to employ its reasonable commercial efforts to maintain the Parts pricing used to determine the price of Products as set forth in this Contract]. However, in the event of an increase in Parts pricing, Seller shall notify Purchaser thereof, and Purchaser shall pay the relevant increased pricing.	No Change. Shall be as per Tender	
20	Compliance	Both Parties shall fully adhere and comply with all the applicable Indian laws including but not limited to laws, rules, regulations, decrees and/or official governmental orders relating to anti-bribery laws and anti-corruption, protecting human rights laws, anti-money laundering and anti-tax evasion laws, trade control and import/export laws ("integrity laws") applicable to the Parties and performance of this Contract in India. Parties hereby agree that only in the event of a non-compliance of integrity laws either party has a right to terminate this Contract after giving a written notice of thirty (30) days to cure the said non-compliance. ABB adheres with ABB Code of Conduct.	No Change Shall be as par Tandar	
21	Scope + Clause 4. ORDER OF PRECEDENCE of ACC + Clauses 42.0, 48.0, 69.0 of GCC	Scope of Work shall be as per mutually agreed BOQ between the Parties and any additional scope will entitle ABB additional costs from Purchaser. All deviations mentioned in this document shall be integral part and parcel of the Contract and shall supersede and prevail over any other T&Cs of the Contract.	Deviations are not allowed in this tender. Refer Annexure 1 of Tender-Undertaking for Acceptance of Tender Conditions.	
22	Entire Agreement	This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of Parties with respect thereto made prior to the date of this Contract.	No Change. Shall be as per Tender	
23	Price evalution	Please confim the AMC price mentioned in BOQ shall not be considered for evaluation of L1 bidder. Also refer, 307/516 Clause no. 11 , where this is mentioned. Please confirm the same.	Bidder's Understanding is correct.	
24	General	Please advise, for whose we can connect with technical and commerical disscussions.	Refer Clause No. 12 & 13 of Notice Inviting eTender (NIT)	

S no.		Pg no.	Clause no.	EPIL Clause	Bidder Query	EPIL Reply
					Interfacing with thirdparty system - All nessary Hardware and Software for interacing at	All necessary Hardware and Software for interacing at third party end shall be in
1	Volume -III	289	Scope of Supply / 3.1		third party end shall be in customer's scope. Kindly confirm the same.	Bidder's scope.
2	Volume -III	289	Scope of Supply / 3.1		and shall be share in corregedum	Noted, subject to Customer's Approval without price implication.Bidder to take site visi for better clarity.
3	Volume -III	290	3.1(1)	Bidder to lay OFC cable & connect the switchyard SCADA with RIO panel located at Main Control Room. The necessary hardwares for the successful interfacing is in bidders scope	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with third party system - All nessary Hardware and Software for interfacing a third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned. The Plant main Control room & FGD-DCS approx. distance is 850M.
4	Volume -III	290	3.1(2)	Bidder to furnish all required hardware/software/connectivity modules etc in order to make the interfacing functional without any future commercial implication to EPIL/CESCL. Successful bidder have to arrange for the lodging, boarding (or any other arrangements) of managing the executives of respective interfacing areas (as & when required) for arranging & making the interfacing between the FGD-DCS & existing facilities feasible	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with third party system - All nessary Hardware and Software for interfacing al third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned.
5	Volume -III	290	3.1(3)	Scope includes interfacing of CEMS data with FGD-DCS	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with third party system - All nessary Hardware and Software for interfacing at third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned.
6	Volume -III	290	3.1(4)	Configuring the field instrument data to DCS	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing all field instruments to DCS . Please follow Clause no. 7.8. CEMS & VMS system will be also interfaced with FGD-DCS.
7	Volume -III	290	3.2(1)	Switchyard transformer bay - YES, Bidder scope is determined as per clause 3.1(1)	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in Bidder's scope Please follow Clause no. 7.8. SAS will be also interfaced with FGD-DCS.
8	Volume -III	290	3.2(2)	6.6 KV switchgear: a) Incomers-Bus coupler and outgoing transformer - VES, However, ECP is NOT in bidder scope of supply, Bidder to consider (Supply, lay & commission) the hardwire control cable from respective feeders to FGD-DCS.	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned & Refer 5.2 clause, where all IO's were provided for DCS card allocation at proposed FGD-DCS system.
9	Volume -III	291	3.2(3)	6.6 KV switchgear: a) All outgoing feeders except above at sr. No 2(a) - YES, Bidder to consider (Supply, lay & commission) the hardwire control cable from respective feeders to FGD-DCS.	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned & Refer 5.2 clause, where all IO's were provided for DCS card allocation at proposed FGD-DCS system.
10	Volume -III	291	3.2(4)	415V switchgear: all incomers, bus coupler and all Breaker operated outgoing feeders YES, Bidder to consider (Supply, lay & commission) the hardwire control cable from respective feeders to FGD-DCS.	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned & Refer 5.2 clause, where all IO's were provided for DCS card allocation at proposed FGD-DCS system.
11	Volume -III	291	3.2(5)	415V switchgear:DOL starter, MCCB Starter feeders - YES, Bidder to consider (Supply, lay & commission) the hardwire control cable from respective feeders to FGD-DCS.	Please confirm the detailed scope of work. Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in customer's scope. Kindly confirm the same. Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Interfacing with thirdparty system - All nessary Hardware and Software for interacing at third party end shall be in Bidder's scope. Please follow Clause no. 7.8, where estimated cable & associated quantity already mentioned & Refer 5.2 clause, where all IO's were provided for DCS card allocation at proposed FGD-DCS system.

S no.		Pg no.	Clause no.	EPIL Clause	Bidder Query	EPIL Reply
				UPS system - 35KVA	Please confirm the battery backup and type of battery for the UPS.	
12		297	6		Please confirm only single battery is required for the UPS.	Please refer tender specification (Clause 9, Pg 390)
				UPS system - 5KVA	Please confirm the battery backup and type of battery for the UPS.	
13					Please confirm only single battery is required for the UPS.	Please refer tender specifcation (Clause 9, Pg 390)
				24 V DC Charger system	Please confirm why this charger is required.	
14					Please confirm the battery backup and type of battery for the Battery charger	Please refer tender specifcation (Clause 9, Pg 390)
					Please confirm only single battery is required for the UPS.	
				Cable distance table	Please confirm the type of cable which is indicated in table.	
					Please confirm why it is used.	
15		299			Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Please refer Tender Specification
					Any cable shall be supplied as per BOQ only. Any Changes to BOQ shall be charged to EPIL.	
				Cable distance table	Please confirm the type of cable which is indicated in table.	
					Please confirm why it is used.	
16		305	7.8		Please confirm if the required cable is included in the BOQ mentioned by EPIL.	Please refer Tender Specification.
					Any cable shall be supplied as per BOQ only. Any Changes to BOQ shall be charged to EPIL.	
				Fasthian Dis	No. Exclusion with a surface of faceble sectors. This is in EDII, and a Director surface	
17				Earthing Pit	No Earthing pit is envisaged for this project. This is in EPIL scope. Please confirm.	Noted,
18				Earthing Cable	No Earthing Cable is envisaged for this project. This is in EPIL scope. Please confirm.	Noted,
				Power Cable	Please confirm the scope of Power cable in this project and who shall provide the same.	It is in the bidder's scope of supply. Please refer Tender and Cable BOQ
19					Also please confirm the Specification of power cable.	
					The details are for reference only. Only relevant and applicable clause for FGD DCS scope shall be applicable.	Subject to Customer's Approval without any additional price implications.
	TECHNICAL SPECIFICATIONS and BROAD SCOPE OF WORKS /SERVICES					
	Mandatory Spares, Start-up and commissioning			Mandatory Spares	As per Clause no. 3H / 3I / 3J of page 349. No other spare is considered.	Noted, However, it is an EPC contract, the equipment required for completion shall be considered by bidder, without price implication to EPIL.
	spares and Recommended spares:	339 / 349	8			
	Mandatory Spares, Start-up and commissioning			Startup and Commissinong Spares	Not applicable to this tender.	Please furnist a list of Start up and commissioning spares with unit price
22	spares and Recommended	339	8			
	Mandatory Spares, Start-up and commissioning			Recommended Spares	Not applicable to this tender.	
23	spares and Recommended spares:	339	8			Please furnish a list with unit price
	SECTION – X	393				
27	Scope of work for Control & Instrumentation system	000				
25	3. SCOPE OF SUPPLY	405			Not applicable to this tender. Only scope as per volume - III BOQ is considered.	
		400				Noted, It is an EPC contract, the equipment required for completion shall be considered by bidder, without price implication to EPIL.
26	25. FURNITURE	441			Please clarify the scope of this requirement, If applicable.	It is in the bidder's scope of supply. Ceiling/capping limit is defined at this stage for consideration during bidding stage.
\vdash					Please confirm the training requirement of this project.	
27	Training	310	10.05			It is n bidder's scope.

Sn	D.	Pg no.	Clause no.	EPIL Clause	Bidder Query	EPIL Reply
28	General				1. Operator Station. 2. Engineering Station. 3. Server if any. 4. Printers. 5. Furniture.	Refer relevant Clause No. 2.5 & 2.5.7 where clearly mentioned nos. of OWS,EWS Laptop & primer. Server: Refer CL No. 2.5.4 & 8.9 (One Hostorical server should be required for retrixel of historical data available for 3 months). Furniture - please follow was mentioned detail description of Chair & table, CL . NO - 11.11 also mentioned reguirding furnitures . Firewall & cyber system - Refer CL. No - 2.7 (Software Requirement) of ender document. Bidder should follow details tender specification clause & overall PLC architecture.