

| CLAUSE-WISE COMMENTS ON CLARIFICATION RAISED BY BIDDER |            |  |   |   |
|--|------------|--|---|---|
| Sl. No.  | Clause No. | Description Of Clause as Per Tender  | Bidders Comments  | BHEL REPLY  |
| 1  | 4.1.4      | The entire work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working, sequence of erection etc. prescribed depending upon the requirement of the site shall be final and binding on the contractor. No claim for extra payment from the contractor will be entertained on the ground of deviation from the method adopted in erection of similar power station. | If such method of working involves additional arrangement of jigs, fixtures, scaffolding arrangements, fabrication and machining work at site than it is required in the conventional erection / assembly methods and involving more than 100 man hours then same should be paid extra. | <b>Not acceptable</b>   |
| 2  | 4.1.5      | The contractor shall perform services and tests etc. that may not be specified but nevertheless required for completion of the work within the quoted rates.   | We have considered the conventional tests and services normally performed at site.  | <b>Agreed</b>   |
| 3  | 4.1.7      | The work shall conform to dimensions and tolerances specified in the various drawings and documents that will be provided during the erection. If any portion of the work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, to the satisfaction of BHEL.  | If the defective workmanship is attributable to the contractor.   | <b>Agreed</b>   |
| 4  | 4.1.9      | It shall be the responsibility of contractor to operate and maintain the E.O.T. cranes during the execution of the contract by providing adequate number of qualified operators and electricians.  | Only routine maintenance is included in the scope of work. Break down of EOT cranes due to failure of any components of crane, will be got repaired by BHEL at their cost.  | <b>Agreed. For major break down same will be got repaired by M/s. SMHPCL/BHEL</b> |
|  |            | It Shall also be the responsibility of contractor to keep the crane in good working condition. The contractor shall note that the E.O.T. crane along with the operator shall also be made available for the erection of equipment by other agencies required for the commissioning of the generating units as a whole. The E.O.T. cranes after completion of erection shall be handed over to SMHPCL in good working condition.                                | The EOT crane may be made available to other agencies also, however proper slinging and protection of the equipments will be the responsibility of respective contractors.  | <b>Agreed</b>   |
|  |            |  | If the crane is to be fed from standby genset for use of other agencies. The charges of electricity to be reimbursed by BHEL.   | <b>Not acceptable</b>   |

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| 5  | 4.4.14     | Generator transformers / Main step up transformers and service stations transformers on their receipt at site, shall be unloaded within the distance of 30 meters from their respective foundation / rail head location as scope of work. | Unloading of generator transformer is included in the contractors scope however it is not included in erection / commissioning scope, what about storage, watch and ward of the same ? We suggest unloading to be deleted.                                       | Unloading, Stacking, Verification, Preservation along with watch & ward of Transformers till handing over to Electrical contractor is the scope of work of contractor under these tender specifications. However unloading of Transformers will be at BHEL Store/storage Yard     |
| 6  | 4.31       | Final HV test and other electrical tests including Tan Delta test as required to be done at site. Failure, if any, of bars during H.V. testing shall be repaired / replaced as directed by BHEL without any charge.                       | If during testing if any shop assembled bar fails to pass the H.V. test then the charges of replacing the failed bar should be paid by BHEL as an extra on job order basis. The consumables required for such rectification to be provided by BHEL free of cost. | Agreed. Extra work rate as per clause 13.8 will be applicable. Special Consumable as received from BHEL Bhopal shall only be supplied free of charges and all other consumables as required for satisfactory completion of work shall be arranged by contractor as scope of work. |
|  |            |   | The equipments required for Tan Delta test to be provided by BHEL free of cost.  | Not acceptable  |
| 7  | 13.5       | All the extra work should be carried out by a separately identifiable gang, without affecting routine activities.   | This is not practicable a gang which is doing work on certain front can do better work of modification, repair work required.  | Separate identifiable gang is to be arranged from the available manpower without affecting / disturbing the critical activities. Extra work rate as per clause 13.8 of tender specification shall only be applicable and binding on contractor.                                   |
|  |            |   | Further the rates of extra work are too much on the lower side for which mobilizing a separate gang is not practicable.  |   |
|  |            |   | However this gang will be formed out of total strength available at site by deploying from other fronts which are going slow.  |   |
| 8  | 4.49       | Checks and site testing in respect of Turbine   | The equipments required for tests mentioned to be provided by BHEL free of cost.   | All special equipments for turbine test such as field efficiency Test/Index test, Vibration measurement and balancing shall be provided free of charge by BHEL. However, arrangements for routine test shall be arranged by contractor  |
| 9  | 5.3.5      | Contractor should be able to augment any special T & Ps at short notice to match the planned programmes and to achieve the milestone events.  | The charges for providing such special T & P should be reimbursed by BHEL.   | Not acceptable  |

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| 10   | 5.7.2.1    | The contractor at his cost should arrange for temporary lighting, besides the local lighting arrangement, that may be required for the execution of the work. Contractor shall arrange adequate floodlights, hand lamps and area lighting.  | General lighting in power house should be provided by BHEL.  | General lighting in power house as scope of permanent work will provided by SMHPCL/BHEL at later stage. Contractor's scope shall be to arrange temporary lighting and local lighting for execution of the work. |
| 11   | 11.2.6     | <b>Overrun compensation :</b><br><br>If the contract is extended beyond the contract and grace period for any reason other than those attributable to the contractor or force majeure conditions, the contractor will be compensated by payment of overrun charges at the rate of Rs. 1,00,000/- (Rupees one lakh only) per month. Overrun compensation will be paid for extension attributable to BHEL only. No overrun compensation shall be payable for the extension of contract on account of material handling / material management, reasons of delay of erection & commissioning. Works attributable to contractor and/or force majeure conditions. Overrun compensation for eligible period shall be in proportion to the progress achieved against the plan for respective period.  | Compared to the volume of work involved the rate of overrun seems to be very much on the lower side. We request you to kindly increase it to Rs. 500000/-.                         | <b>Not acceptable</b>   |
| 12   | 11.5       | <b>Receipt of material transported by rail :</b><br><br>The rate schedule invited in offer are for unloading, stacking verification etc. of materials received transported by road, as most of the materials are expected to be received by road on door delivery basis. However, at any stage, in case rails receive some materials, all conditions specified in these specifications shall be applicable mutatis-mutandis on the contractor. The work will involve receipt, unloading at railway siding, verification, transportation to storage yard / stores / site, unloading, verification and staking etc. for payment in respect such consignment the applicable rate will be 150% (1 ½ times) of accepted unit rate applicable for handling of materials received by road (i.e. item no. A.1 of rate schedule) No other payment is envisaged for such receipts. The terms of payment defined under section-12 shall also be applicable for rail receipts as above. | Whether heavy packages will be transported to railway siding ? which is the nearest rail head where material will be received and what will be the maximum weight of the package ? | <b>All heavy packages are to be transported to site by road on door delivery basis. The nearest railway head is Indore (100 Km from site) and maximum weight of package could be upto One tin.</b>              |

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| 13   | 11.7                              | <b>Definition of work completion :</b><br><br>The Contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regards shall be final and binding on the contractor. | We request to consider the completion date as the date on which commercial operation of the unit is commenced.  | Not acceptable   |
|  |                                   | <b>General Conditions of Contracts:</b>   |   |  |
| 14   | 1.9.1.2                           | To split up the work amongst two or more tenderers.   | What about the common facilities, EOT, Operation, storage scope, infrastructure scope ?   | Shall be decided at appropriate stage                      |
| 15   | 1.9.1.3                           | To award the work in part   | What about the common facilities, EOT, Operation, storage scope, infrastructure scope ?   | Shall be decided at appropriate stage                      |
| 16   |                                   | General   | <ul style="list-style-type: none"> <li>Unworkable overrun</li> <li>Very low extra work man day rate which does not cover all costs.</li> <li>No Price Variation Clause</li> <li>We have been raising these issues with all power sector formations of BHEL &amp; are essential for servicing of contractors fully dependent only as hydro erection activity kindly consider improving these to practical levels.</li> </ul> | Shall be reviewed for Future contracts.                    |
| 17   | Price bid Rate schedule Sr.No.C-1 | For Touch up painting, creasing, cap fixing etc. 1000 man month.  | The man month provided seems to be on higher side. Considering total contract period of 37 months, we feel it should be man days instead of man month.  | Quantity "1000 man months" stand amended as "1000 mandays" |