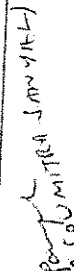


Sl. No.	Vol. No. /Page no./ Sec. no. /Clause	Tender Specification Requirement	Bidder's Doc. Ref.	Statement/Deviations	WBPDCCL/DCPL Queries	Resolution
1.	V.II/Sec-III/ Clause6.10	The particular type of equipment/system should be rated at least for the duty specified / required for this project and shall be in successful operation (rating/duty shall be in no way inferior to as required) in at least two (2) separate plants for a minimum period of two (2) years as on the date of submission of bid documents. The sub systems/modules/items/components used in assembling of the complete equipment(s)/system (s) shall be sourced from reputed manufacturers having proven experience and such products have been in application of similar equipments/systems which is in successful operation for a period of two (2) years from the date of bid opening. The design of all equipment/system shall be vetted from the respective Collaborators / original equipment designers. If the proven design is not used then testing of the prototype or the type test shall be done compulsorily, the cost of which shall be deemed to be included in the quoted prices of the Bidder.	Commercial Deviation/ Annexure-1/SI No.1	For Boiler Feed Pump(BFP), Condensate Pump, Drive Turbine, High Pressure Heaters, Low Pressure Heaters, Deaerators , Bowl Mills : BHEL has already commissioned super critical power project of rating from 660 MW to 800 MW. Reference list of same is given below for reference. In view of above, WBPDCCL is requested to accept BHEL make above mentioned equipment based on the reference list.Rating/duty shall be in no way inferior to as required. BHEL supplied equipment as per above reference list may have lower parameters than the parameters envisaged for current proposal due to continuous improvement in cycle parameters. Since BHEL supplied equipment are successfully working in above listed supercritical power plant, no vetting by collaborator is required and Type test results & report of previously conducted test will be furnished. Customer is requested to accept.	Tender Specification shall prevail. BHEL equipments shall be accepted subjected to meeting the criteria as per the relevant clauses in the specification.	Amendment shall be issued on the clause. Please refer to the same.


 BHEL (CHYD)


 WBPDCCL

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2.	V I/Sec-II/ Clause 6.10	The particular type of equipment/system should be rated at least for the duty specified / required for this project and shall be in successful operation (rating/duty shall be in no way inferior to as required) in at least two (2) separate plants for a minimum period of two (2) years as on the date of submission of bid documents. The sub systems/modules/items/componen ts used in assembling of the complete equipment(s)/system (s) shall be sourced from reputed manufacturers having proven experience and such products have been in application of similar equipments/systems which is in successful operation for a period of two (2) years from the date of bid opening. The design of all equipment/ system shall be vetted from the respective Collaborators / original equipment designers. If the proven design is not used then testing of the prototype or the type test shall be done compulsorily, the cost of which shall be deemed to be included in the quoted prices of the Bidder.	Commercial Deviation/ Annexure-1/Sl. No.2	Cooling Water Pump- Concrete Volute Type BHEL is manufacturing CVP under technical collaboration with M/s MHI, Japan. We have successfully absorbed the CVP technology and Our manufacturing & testing facilities have been upgraded for manufacturing CVP and M/s MHI has certified same. Projects under execution by BHEL in association with M/s MHI are 1x800 MW GSPCL Wanakbori EPC 2x660 MW TANGEDCO Ennore EPC 2x660 MW TANGEDCO Udangudi EPC 1x660 MW MAHAGENCO Bushawal EPC Based on above BHEL proposes to offer BHEL make CVP for the project.	BHEL to confirm whether manufactured Cooling Water Pump- Concrete Volute Type has already been commissioned and in successful operation for a minimum period of two (2) years. If not, BHEL may please procure the pumps from vendors who meet the criteria set forth in the tender documents.	Amendment shall be issued on the clause Please refer to the same.

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WBPDC/DCPL

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3.	V.II/Sec-III/ Clause6.10	The particular type of equipment/system should be rated at least for the duty specified / required for this project and shall be in successful operation (rating/duty shall be in no way inferior to as required) in at least two (2) separate plants for a minimum period of two (2) years as on the date of submission of bid documents. The sub systems/modules/items/components used in assembling of the complete equipment(s)/system (s) shall be sourced from reputed manufacturers having proven experience and such products have been in application of similar equipments/systems which is in successful operation for a period of two (2) years from the date of bid opening. The design of all equipment/system shall be vetted from the respective Collaborators / original equipment designers. If the proven design is not used then testing of the prototype or the type test shall be done compulsorily, the cost of which shall be deemed to be included in the quoted prices of the Bidder.	Commercial Deviation/ Annexure-1/Sl. No.3	Wet Ball Milling System for FGD system. Bidder is a manufacturer of Pulverisers at its plant since last three decades. Two types of Pulverisers (Bowl Mills and Ball tube mills) are being manufactured. The capacity of pulverised coal capacity ranges from 5TPH to 110TPH. BHEL is equipped to manufacture mills of various type/ratings over 300 Plus mills per annum. So far we have supplied >3000 mills of various mill capacities (out of which 2500 number of mills are in successful operation) to various power plants and other industry. Construction of Wet Ball Mills used for grinding of lime stones is similar to the dry tube ball mills used for grinding of coals. Bidder purposes to manufacture and supply Wet limestone grinding mills for FGD application based on licensing agreement with reputed OEM having previous experience for FGD application	BHEL is requested to revisit the scope of works under this tender specification. Wet Ball Milling System for FGD system. Is not in the scope of this tender.	Deviation withdrawn

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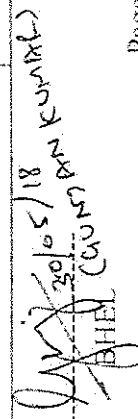
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Sl. No.	Vol. No. /Page no./ Sec. no. /Clause	Tender Specification Requirement	Bidder's Doc. Ref.	Bidder's Statement/Deviations	WBPDC/DCPL Queries	Resolution
4	V/II/Sec-II/ Clause 6.10	The particular type of equipment/system should be rated at least for the duty specified / required for this project and shall be in successful operation (rating/duty shall be in no way inferior to as required) in at least two (2) separate plants for a minimum period of two (2) years as on the date of submission of bid documents. The sub systems/modules/items/components used in assembling of the complete equipment(s)/system (s) shall be sourced from reputed manufacturers having proven experience and such products have been in application of similar equipments/systems which is in successful operation for a period of two (2) years from the date of bid opening. The design of all equipment/system shall be vetted from the respective Collaborators / original equipment designers. If the proven design is not used then testing of the prototype or the type test shall be done compulsorily, the cost of which shall be deemed to be included in the quoted prices of the Bidder.	Commercial Deviation/ Annexure-1/Sl. No.4	Oxidation Blower for FGD system : BHEL has manufactured and supplied more than 350 nos. compressors/blowers of various capacity since 1972 ranging from 1400 Nm³/hr to 80000 Nm³/hr for different applications in Refinery, petro chemicals, Fertilizer, Steel Industry, gas boosting stations etc. except FGD application, The supplies includes air service application require-ments also. Reference list attached. In view of above, BHEL make Oxidation blower for FGD System may please be accepted.	Oxidation Blower for FGD system to be supplied by BHEL must have a proven track for the duty specified / required in at least two (2) separate industrial units for a minimum period of two (2) years. BHEL to confirm that that Rating/duty shall be in no way inferior to as required for the Project.	Bidder's point is noted, however Vendor approval shall be taken up with the successful bidder.
5	V/II/Sec-II/ Clause 15.2	CIF part of disembarkation for the offshore supplies of Plant and Equipment including mandatory	Commercial Deviation/ Annexure-1/Sl.	CIF part of disembarkation for the offshore supplies of Plant and Equipment including mandatory	BHEL may quote for the offshore supplies of Plant and Equipment	Pending

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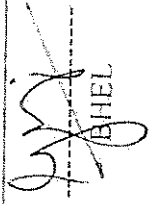
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SL No.	Vol. No. /Page no./ Sec. no. /Clause	Tender Specification Requirement	Bidder's Doc. Ref.	Bidder's Statement/Deviations	WBPDC/DCPL Queries	Resolution
		spares under Foreign Currency Portion shall be quoted in US Dollar and for Euro and/or JPY	No.5	spares under Foreign Currency Portion shall also be quoted in INR if required	including mandatory spares in INR	
6	V.I/Sec-II/ Clause 15.6	Payment under this Contract will be made in the currency or currencies specified by the Bidder in the Bid.	Commercial Deviation/ Annexure-1/Sl. No.6	In case of payment in foreign currency, the exchange rate variation risk shall be borne by WBPDC, therefore to make the level playing field with respect to Indian currency WBPDC to consider suitable hedging for Foreign currency.	We may discuss the point in Post Bid discussion meeting.	Pending
7	V.I/Sec-II/ Clause 16.2	The prices of recommended spares shall be kept valid till 12 months from the date of issue of letter of award.	Commercial Deviation/ Annexure-1/Sl. No.7	Since the list of mandatory spares is exhaustive, we have not offered recommended spares. This can be further discussed during post bid discussion.	Noted.	Noted.
8	V.I/Sec-III/ Clause 1.23	"Effective Date" has the same meaning as "Zero Date" which is the date of issue of LOI/LOA from which the Time for Completion shall be determined.	Commercial Deviation/ Annexure-1/Sl. No.8	It should be the same meaning as "Zero Date" subject to release of advance within 30 days. In case of delay of advance payment zero date will be shifted correspondingly.	NIT Specification shall prevail.	Please refer the draft contract agreement.
9	V.I/Sec-III/ Clause 8.7-1.(a)	WARRANTY FOR SPARES the warranty will be twelve (12) months from the taking over of the last unit of main equipment/plant under the Contract.	Commercial Deviation/ Annexure-1/Sl. No.9	WARRANTY FOR SPARES the warranty for Spares will be twelve (12) months from COD or taking over of the unit of main equipment/plant under the Contract, whichever is earlier.	NIT Specification shall prevail.	Bidders point is noted, owner clarified that warranty shall be 12 months from COF even if deemed.
10	V.I/Sec-III/ Cl-10.9	The Contractor shall be responsible for supply of all consumables, lubricants, chemicals etc. till completion of all facilities and hand over.	Commercial Deviation/ Annexure-1/Sl. No.10	It should be "The Contractor shall be responsible for supply of all consumables, lubricants, chemicals etc. till COD or completion of all facilities, whichever is earlier. Thereafter consumables to be arranged by	NIT Specification shall prevail.	Please refer Clarification-1V.I/Sl. No. 26.


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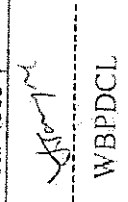
Sl. No.	Vol. No. /Page no./ Sec. no. /Clause	Tender Specification Requirement	Bidder's Doc. Ref.	Bidder's Statement/Deviations	WBPDC/DCPL Queries	Resolution
11.	V.I/Sec-III/ CI-21.3	Progress report and photograph	Commercial Deviation/ Annexure-1/SI. No.11	the Owner as the unit would be operating on commercial basis. Start-up power and fuel for commissioning to be made available free of cost as per schedule by the owner." The monthly progress report shall be submitted to Owner in the format to be settled mutually through email in soft copy.	NIT Specification shall prevail.	NIT Specification shall prevail.
12.	V.I/Sec-III/ Page-34/ CI-26.3	The Contractor shall issue request letter to WBPDC/ or its authorized representative for testing of any component of the plant, which is ready for testing at least 15 days in advance from the date of actual date of testing at the premises of the Contractor or elsewhere. However, WBPDC/ at its own discretion may waive the inspection and testing in writing under very special circumstances. In such case, the Contractor may proceed with the tests which shall be deemed to have been made in WBPDC/ presence, and it shall forthwith forward two sets of duly certified copies of test results and certificates to WBPDC/ for approval. The Contractor shall dispatch the equipment for erection & installation at site after receiving the Material Dispatch Clearance Certificate (MDCC) from WBPDC/ on acceptance of the test results.	Deviation/ SG-QUALITY/ SI No 68	Inspection/test reports/material certificates will be offered for review as per mutually agreed quality plan. Approval is not envisaged. Issuance of MDCC by Owner / representative is not envisaged, as it will result in delay of supplies.	Bidder to execute the project as per the terms & conditions laid out in the contract document. NIT Specification shall prevail.	NIT Specification shall prevail.


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13	V.II/Sec-III/ Cl-26.10	No Goods shall be shipped before all tests and inspections have been carried out according to the stipulations laid down in the approved Quality Assurance Plan unless otherwise instructed by the Owner subject to issuance of MDCC.	Commercial Deviation/ Annexure-1/Sl. No.12	Issuance of MDCC by Owner / representative is not envisaged, as it will result in delay of supplies.	MDCC issuance is a must criterion prior to dispatch of any goods.	MDCC issuance is a must criterion prior to dispatch of any goods.
14	V.II/Sec-III/ Cl-26.10	Inspection before Shipment: No Goods shall be shipped before all tests and inspections have been carried out according to the stipulations laid down in the approved Quality Assurance Plan unless otherwise instructed by the Owner subject to issuance of MDCC. The acceptance of any Goods prior to shipment or issuance of MDCC shall in no way relieve the Contractor of any of his responsibilities for meeting all the requirements of the Specification and shall not prevent subsequent rejection if such Goods are found to be defective.	Commercial Deviation/ Annexure-1/Sl. No.13	MDCC shall be applicable for QP items only categorized as under:- (1) Cat-A items: for which Customer Inspection report shall be the base; (2) Cat-B items: BHEL shall submit the Inspection report. Rest Non QP items shall be under Cat-C wherein BHEL will submit only the COC.	MDCC issuance is a must criterion prior to dispatch of any goods. Category of inspection can be finalised with the contractor at contract execution phase.	MDCC issuance is a must criterion prior to dispatch of any goods. Category of inspection can be finalized with the contractor at contract execution phase.
15	V.II/Sec-III/ Cl-30.2	"The Defect Liability Period shall be Eighteen (18) months from the date of Completion of the Facilities followed by handing over the date of Operation Acceptance (or any part thereof), whichever occurs first, unless specified otherwise in the SCC"	Commercial Deviation/ Annexure-1/Sl. No.14	The Defect Liability Period shall be Twelve (12) months from COD or date of Completion of the Facilities followed by handing over, whichever is earlier.	NIT Specification shall prevail.	NIT Specification shall prevail.
16	V.II/Sec-III/ Cl-35.1 (b)	".....Installation All Risks Insurance Covering physical loss or damage	Commercial Deviation/ Annexure-1/Sl.	Clause to be amended as ".....Installation All Risks Insurance Covering physical loss	NIT Specification shall prevail.	NIT Specification shall prevail.


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17	V.II/Sec-III/Cl -38.0	to the Facilities at the Site, occurring prior to Completion of the Facilities. Force Majeure	No 15 Commercial Deviation/ Annexure-1/Sl. No.16	or damage to the Facilities at the Site, occurring till Trial Operation In case of delay on account of Force Majeure the Contractor shall be compensated for the time over run and cost over run for the delayed period at mutually agreed terms	NIT Specification shall prevail.	Please refer GCC sub clause 38.6
18	V.II/Sec-III/Cl-43.2 (i)	"No adjustment in contract price will be allowed for reasons of such suspension."	Commercial Deviation/ Annexure-1/Sl. No.17	When default is not on Contractor part, compensation should be paid to Contractor. As such revised clause should be "Adjustment in contract price due to extension of Contract schedule will be allowed for Contractor for such suspension.	NIT Specification shall prevail.	Pending
19	V.II/Sec-IV/ Cl-1.0 (6.0)	P. G. Test. To be completed within three (3) months after Completion of all facilities and handing over.	Commercial Deviation/ Annexure-1/Sl. No.18	In case PG test could not performed within 3 months after Completion of all facilities and handing over for reasons not attributable to Contractor the payment linked to PG Test shall be released to the Contractor.	Please refer to the Pre-Bid Queries (Sl. No.111 for Vol.I). The non performance of the PG test should be completely due to reasons other than the contractors fault. The release of the payment linked to PG test shall only be considered, if the plant in full operating condition, on completion of all facilities is handed over to the owner after rectifying all pending jobs as identified in the Punch list to the satisfaction of the	Please refer to the Pre-Bid Queries (Sl. No.111 for Vol.I).


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					owner. However the contractor shall be liable to complete the PG test at a later mutually convenient date with no additional claim to the owner.	
20.	V // Sec-IV/CI-11.2.1	a) Submission of Bank Guarantee for initial advance (ABG) of an amount equivalent to 110% of the Advance Value..... b) Unqualified acceptance of the LOA by the Contractor and signing of Contract Agreement.	Commercial Deviation/ Annexure-1/Sl. No.19	Clause to be amended as a) Submission of Bank Guarantee for initial advance (ABG) of an amount equivalent to 100% of the Advance Value..... b) Acceptance of the LOA by the Contractor and signing of Contract Agreement.	NIT Specification shall prevail.	NIT Specification shall prevail. However BHEL point is noted and the same may be discussed and finalized at Pre-award stage with successful bidder.
21.	V // Sec-IV/CI-11.2.2	a) Certificate issued by an Engineer-in charge on establishment of Office at the Site and mobilisation of the erection team and machineries. b) Submission of Bank Guarantee for mobilisation advance (MBG) of an amount equivalent to 110% of the mobilisation advance Value.	Commercial Deviation/ Annexure-1/Sl. No.20	Advance for Supply and Erection, Civil works should be released together. Clause to be amended as a) Certificate issued by an Engineer-in charge on establishment of Office at the Site and mobilisation of the erection team and machineries. b) Submission of Bank Guarantee for mobilisation advance BG (ABG) of an amount equivalent to 100% of the advance Value.....	NIT Specification shall prevail.	NIT Specification shall prevail.
22.	V // Sec-IV/CI-11.4	Due Dates for Payment The Owner will make progressive	Commercial Deviation/	In case, payment (except advance) is delayed beyond 30 days from	No such interest payment shall be	Tender Specification


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				6. Supply of startup power as per L1 network shall be in scope of WBPDC. 7. Cutting of trees, filling of water bodies, if any, inside project area shall be in scope of WBPDC as it calls for MOEF clearances. 8. No work outside project boundary shall be in scope of bidder. 9. Supply of fuel Oil and coal shall be in scope of WBPDC. 10. WBPDC to provide necessary shut down /barricading/isolation of existing facilities /equipment for carrying out civil work / equipment installation for unit #5 / system integration etc. inside the common buildings for Unit #3, 4 and 5 as per the requirement of Contractor. In case the same is delayed the time & price shall be mutually discussed and settled. 11. Any of the input to be given by WBPDC for Commissioning of plant e.g. Coal, Fuel oil, Limestone, Gypsum, Ammonia etc should be available to meet the	poles / overhead transmission lines, if any, moving over the project area shall be in scope of the contractor. 5. Over all watch & ward of the common outer boundary at project site including gate control shall be in scope of WBPDC. 6. Supply of startup power shall be in scope of WBPDC. 7. Cutting of trees, filling of water bodies, if any, inside project area shall be in scope of contractor, any clearances required from statutory bodies shall be arranged by WBPDC. 8. In general, no work is envisaged outside project boundary, however to meet the contractual obligation, if any service is required	

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				schedule. In case of non-availability, there will be no liability on BHEL on account of cost or time. Further BHEL will be compensated for the same. 12. WBPDC/DCPL will made available the Construction power as per rating required by bidder. Further mention the charge/rate of construction power.	shall be in scope of bidder. However necessary institutional help shall be provided by WBPDC/DCPL. 9 Supply of fuel Oil and coal shall be arranged by WBPDC/DCPL. 10 WBPDC/DCPL shall provide necessary shut down / isolation of existing facilities as required in consultation with the contractor for carrying out civil work / equipment installation for unit #5 / system integration etc. inside the common buildings for Unit #3, 4 and 5. Since the S/D shall be mutually planned, hence no compensation shall be required in respect to the time & price. 11 WBPDC/DCPL shall arrange for the inputs as required as per agreed schedule. 12 WBPDC/DCPL shall make	

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26.	General		Commercial Deviation/ Annexure-1/Sl. No.24	Owner and owner's representative or other contractor shall cooperate with contractor for completion of work and other obligation. If any delay occurs due to performance of other contractor, owner will grant time extension and cost overrun settled mutually.	available the Construction power at the voltage level specified in Volum-II/F. However Contractor to inform WBPDCCL the quantum of Power required at least 3 months in advance.. The Construction power shall be charged at the prevailing rate of WBPDCCL which is currently Rs. 6.50 / unit. Please refer GCC Sub Clause 25.4 wherein it is stated Employer shall provide reasonable opportunities to all contractors to discharge the work. In spite of such provisions, the contract has a provision of 'Hindrance Register' to record the delays caused due to performance of other contractor. All issues related to performance of other contractors which may cause delay in Register' to	GCC Sub Clause 25.4 to be followed wherein it is stated Employer shall provide reasonable opportunities to all contractors to discharge the work. In spite of such provisions, the contract has a provision of 'Hindrance Register' to record the delays caused due to performance of other contractor. All issues related to performance of other contractors which may cause delay in Register' to

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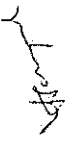
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27.	Work Schedule (Attachment-5)				execution of the work shall be taken up by the employer/ Engineering-in-charge for reasonable solution which shall not lead to any time extension and cost overrun. All issues related to performance of other contractors which may cause delay in execution of the work shall be taken up by the employer/ Engineering-in-charge for discussion.	record the delays caused due to performance of other contractor. All issues related to performance of other contractors which may cause delay in execution of the work shall be taken up by the employer/ Engineering-in-charge for discussion.
					BHEL to clarify 1. How can Ash Handling System and Coal Handling System be redyed beyond Synchronisation date. 2. BAH readiness must be confirmed prior to Boiler Light Up. 3. What shall be the start and end date for commissioning for Ash and Coal Handling System. In all probability it	Revised Work Schedule and L-1 network shall be submitted within 04.06.18


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					must be complete one month prior to Trial Run operation. 4. No Network submitted for FGD and SCR. 5. For all activities start and End dates for erection and Start and End dates for commissioning must be discretely defined. The current Work schedule must be modified in accordance with Project requirements. BHEL to resubmit.	
28.	L-1 Network (Attachment-6)				It must be graphical representation showing all links with start and completion dates. BHEL to resubmit	Revised Work Schedule and L-1 network shall be submitted within 04.06.18


BHEL


WBPDC