

**Replies to Pre Bid Queries -Lot 6 Dated 10.08.2020 to NIT No. PNMM/PC-150/E/4003/NCB
For Steam Generation Plant at Talcher, Odisha (India)**

Sl. No.	Reference of Tender Document				Bidder's Query	TFL/PDIL Reply
	Section No.	Page No.	Clause No.	Subject		
	Instruction to Bidder					
1.0	II	10 & 11	4.0 (ii) (b) & (c)	Financial Criteria of BEC	BHEL being a PSU, we request M/s TFL to kindly waive off the requirement of certification of documents by Chartered Accountant.	No changes. Shall be as per NIT
2.0	II	11	5.0	Authentication of Documents submitted against BEC	BHEL being a PSU, we request M/s TFL to kindly waive off the requirement of certification of documents by third party inspection agency.	No changes. Shall be as per NIT
3.0	III	23	12.5	Schedule of Rates/ Bid Prices	Statutory variations if any in the rate of taxes/ duties/ levies during the pendency of the contract shall be to M/s TFL account and the same shall be reimbursed extra at actuals to BHEL.	Provision already exists; Please refer clause 13.0 of SCC of tender.
4.0	III	27-28	19.1 19.2	Zero deviation and rejection criteria	Wish to submit that it is our endeavour to comply to the functional intent of specifications and submit most compliant proposal. Bidder's Proposal shall be based on the tender provisions, pre bid clarifications, subsequent emails / clarifications as issued by PDIL/TFL and meets the functional intent. However, certain comments / clarifications/ deviations on the tender conditions shall be enclosed with the proposal with a view to optimize the bid so that there is a balance between the rights and obligations of the Purchaser and the Contractor. During Techno-commercial discussions/ clarifications shall be further discussed.	No changes. Shall be as per NIT

5.0	III	30	26.3	Reverse Auction (RA)	As per our past experience, it is seen that price negotiation through RA is not in the overall interest of the project. As such, would request M/s TFL not to go for RA route for price negotiation.	No changes. Shall be as per NIT
6.0	III	30	26.3.2 (ii)	“Rank Only” bid format	As per clause 34 of ITB, purchase preference is applicable for CPSU. BHEL being a PSU, kindly confirm that in case of RA, “Rank Only” method shall be adopted for RA. We however, once again request M/s TFL not to go for RA for price negotiation.	No changes. Shall be as per NIT Please note that the choice of the type of auction shall be as per NIT conditions.
7.0	III	37	43.3	TDS	In case of Income Tax deduction if any, TDS certificate shall be issued timely by Owner to Contractor.	TDS Certificate shall be issued to Contractor as per Income Tax Act.
8.0	III	37&38	44	Settlement of Commercial Disputes	“and subsequent amendment if any” may please be added at the end of this clause.	Bidder’s request is under review. Amendment, if required shall be issued shortly.
9.0	Annexure – IV	65	41	Provision of AHR item	Request M/s TFL to clarify the meaning of AHR item.	Abnormally High Rated Items – This clause is not applicable for this tender.
General Condition of Contract						
10.0	Sec- IV	5 of 87	2.0 (d)	Contract Document	Please modify as following: d) Post bid clarification and replies exchanged between Owner and the Contractor and CONTRACTOR OFFER submitted for this tender	Bidder’s request is under review. Amendment, if required shall be issued shortly.
11.0	Sec- IV	5 of 87	2.1.9	Interpretation of Contract document	Clause No. 2.1.9 as mentioned in this clause is not available.	Clause 2.1.9 is deleted. Amendment shall follow shortly for clause 2.1.6.

12.0	Sec- IV	7 of 87	3.0(7)	Commercial Operation	<ul style="list-style-type: none"> • Please add, 'or Part there of' after complete PLANT in 2nd line from top. • Commercial operation of respective CFBC Units shall be deemed to commence from generation of Steam at available load. Subsequent to Commercial operation plant shall be taken over by TFL and all O&M, Insurance etc. shall be arranged by Owner. 	<p>No changes.</p> <p>Shall be as per NIT</p>
13.0	Sec- IV	8 of 87	3.0(9)	Commissioning	Refer our comments against Clause No. comments at 1.2.19 of SCC	Refer reply to clause 1.2.19 of SCC below sl. No. 59 of this query.
14.0	Sec- IV	9 of 87	3.0(22)	Defect liability period	<ul style="list-style-type: none"> • Warranty Period/ Defect Liability Period shall be 12 months from the date of commissioning/ commercial operations of respective CFBC Boilers or 18 Months from Mechanical Completion, 22 months from the date of completion of major supplies required for Commissioning. • Warranty period for the repaired/ replaced part shall be for a period of 6 months after putting said item in operation or the original Warranty Period whichever is later. • We understand that the provision for extended DLP with upper ceiling of 24 months is applicable for repaired or replaced items. Please confirm. 	<ul style="list-style-type: none"> • No changes. • Shall be as per NIT • Please refer clause 29.0 of GCC • Please refer clause 17.4 of SCC
15.0	Sec- IV	12 of 87	42(O)	Mechanical Completion	Please delete Sl. No. 42(O), "Pre-commissioning has been completed" from the Mechanical Completion definition. Pre-Commissioning activity is always successor activity to Mechanical Completion as per standard Industry practice.	No change Shall be as per NIT.
16.0	Sec- IV	12 of 87	45	Notice in Writing	Notice in Writing, Written notices scanned copy delivered through e-mail shall also be valid.	Amendment shall follow shortly.
17.0	Sec- IV	13 of 87	50	Preliminary Acceptance	<ul style="list-style-type: none"> • Preliminary Acceptance of respective CFBC boiler shall 	No change. Shall be as

					<p>be achieved after Commissioning. Further in the event of commercial operation of any system/ equipment by TFL, such equipment/ systems shall be deemed to be Preliminary Accepted and PAC to be issued.</p> <ul style="list-style-type: none"> • Sustained load test & Performance guarantee may please be deleted from the definition of Preliminary Acceptance. • Exception list/ Punch Points shall be mutually discussed and agreed upon between Contractor & Owner and Payment towards Preliminary acceptance shall be released. • Please delete Sl. No.(ix) to (x) as same is not relevant with reference to Preliminary Acceptance. 	<p>per NIT. Commissioning is related to Completion period however, PAC shall be issued only after PGTR as per the Provisions of NIT.</p> <p>Shall be as per NIT.</p> <p>Shall be as per NIT.</p> <p>Shall be as per NIT.</p>
18.0	Sec- IV	14 of 87	63	'Take over' , 'Taking over' and 'Taken over'	<ul style="list-style-type: none"> • Respective CFBC Unit wise shall be deemed to be taken over by Owner upon Commissioning/ commercial operation whichever is earlier. • Subsequent to taking over of respective CFBC Unit all O&M, Insurance etc. shall be organised by Owner for respective CFBC Unit and Warranty period shall start. 	<p>No change Shall be as per NIT.</p>
19.0	Sec- IV	15 of 87	73	Mutually Agreed damages	The clause needs to be suitably modified as Liquidated damages clause.	<p>No change Shall be as per NIT.</p>
20.0	Sec- IV	15-16 of 87	5.0	Modification in Contract	Contract amendment shall be issued by Owner within 7 days from the date of mutual acceptance between Contractor and Owner. Any delay in Contract amendment shall allow the Contractor for an extension	<p>No change Shall be as per NIT.</p>

					in the Contractual completion schedule.	
21.0	Sec- IV	17 of 87	7.2.1	Indemnities for liabilities	<ul style="list-style-type: none"> Liabilities as clearly defined in the Contract applicable for this project shall only be to Contractors account. In case the damage is not covered under the MCE policy due to denial by Insurer or due to exclusion list of policy, the Contractor shall not be liable for the same. In the event the Insurance is denied under gross negligence/ wilful act, Contractor shall be liable only in case such a incidence / occurrence is due to reasons solely attributable to Contractor. Neither CONTRACTOR nor OWNER shall be liable in any circumstances for any indirect or consequential loss or loss of profit suffered by either party in connection with or arising out of performance of WORK under CONTRACT. 	<ul style="list-style-type: none"> No change. Shall be as per NIT. Refer clause 28.0 of GCC regarding insurance in this regard. Refer clause 28.0 of GCC regarding insurance in this regard Refer clause 32.0 of GCC in this regard
22.0	Sec- IV	18-19 of 87	8.2	Contract Performance Security(CPS)	We understand that the CPS value shall be suitably amended to 10% value of replaced/ repaired item during Defect liability period.	Bidder's understanding is not correct; value of CPS shall be as per clause 38 of ITB; In addition, clause 1.2.10.1.5 of SCC and other relevant clauses of CPS shall apply.
23.0	Sec- IV	20-22 of 87 62 of 87	12.3 12.3.1, 12.3.2 55.4.6	Sub Contracts and Purchase order Make of material	<p>a) We are an ISO 9001-15001 company with an elaborate system for vendor evaluation. As is the practice with all International contractors, we prefer to operate based on its standard approved vendor list. This is based on the following:</p> <p>Considering the short cycle nature of the project, it is difficult for us to approach new vendors as specified in the Bid</p>	No change. Shall be as per NIT.

					<p>document, evaluate their capabilities especially for the boiler package under consideration.</p> <p>In view of above, it is proposed to go on with Bidder's manufactured items wherever applicable. In case bidder's manufactured item is not applicable, bidder's standard vendor list to be followed which shall be enclosed in the offer. Any equipment manufactured by Bidder shall be deemed to be accepted irrespective of the same not being considered specifically in vendor list.</p> <ul style="list-style-type: none"> • For site works we shall invite open tender as per PSU guidelines. The shortlisted subcontractors list shall be forwarded to Owner for information. 	
24.0	Sec- IV	29 of 87	20.1 & 20.2	Complying with regulation – All fees shall be paid by Contractor in this connection	<p>All Statutory approvals/ clearances required in the capacity as Owner of the Plant, shall be arranged by Owner. Contractor shall render necessary assistance for the same. Owner to please pay the</p> <p>As per provision of Cl. No. 59.1 of GCC, all statutory fees viz IBR etc. shall be paid/ reimbursed by Owner extra at actuals.</p>	No change. Shall be as per NIT.
25.0	Sec- IV	30 of 87 64-65 of 87	22.1(c) 55.11	Supply of Consumables, Chemicals, lubricants etc.	TCL/ PDIL to confirm whether to include Consumables, Chemicals, lubricants upto first fill only or upto Commissioning of plant.	<p>1. First fill of all catalyst, chemicals & lubricants and requirement during Pre-Commissioning Commissioning, Sustained Load Test Run and Performance Guarantee Test Run (PGTR).</p> <p>2. Supply of chemicals,</p>

						lubricants and consumables required for a period of six months from completion of Successful Commissioning.
26.0	Sec- IV	30 of 87	22.1(d)	6 months supervisory assistance	The scope of supervisory assistance is not clearly defined in the tender. TCL/ PDIL to define the scope of Supervisory assistance so that same can be considered by Bidders so that all bidders are at equal footing.	Please refer clause 1.2.22 of SCC and Clause no. 2.21 of Section-VI-3.0.
27.0	Sec- IV	31 of 87	22.2	Lump-sum firm prices	<ul style="list-style-type: none"> • Present day labour rates, foreign exchange rates and commodity prices are high degree of variability and impact both Contractor and Owner. • Accordingly, we request TCL/PDIL allow PVC prices instead of Firm prices so as to avoid unnecessary loading of prices in the bids and in case of (+ve)/ (-ve) variations same shall be passed on to the Owner. PVC formula for Supply, Services, Foreign exchange rates shall be clearly defined in the Contract. 	<ul style="list-style-type: none"> • No change. Shall be as per NIT. • No change. Shall be as per NIT.
28.0	Sec- IV	31 of 87	23	All costs, damages or expenses which the OWNER may have paid for under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.	Any such deductions shall be intimated to Contractor in writing highlighting relevant provision of Contract for acceptance. In case of any contradiction same shall be mutually discussed and agreed upon.	No change. Shall be as per NIT.

29.0	Sec- IV	32 of 87	25.2	Schedule of Payment	Cash flow is important to the progress of project. Hence, minimum two RA Bills to be allowed for Payment towards supply of equipment and services shall be released based on Contractor's invoice as per approved billing schedule.	No change. Shall be as per NIT.
30.0	Sec- IV	32 of 87	26.1	The Contractor shall be liable and pay all taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contractor.	<ul style="list-style-type: none"> As per present statutes only GST is applicable for which Contractor shall deposit the due GST amount and raise GST invoices to the Owner. As per Contract terms full GST amount shall be reimbursed by Owner. Any taxes, duties, levies for example BOCW Cess which are to be discharged by Owner in capacity of Owner shall be discharged by Owner. No deduction from contractor's bill to be made on this account. 	<ul style="list-style-type: none"> GST shall be reimbursed subject to Submission of Tax Invoice as per the provision of GST Rules. Refer clause 21.4 of SCC
31.0	Sec- IV	33-36 of 87	28.0 28.1	Insurance	<p>The Policy shall be arranged in the name of Customer as Principal Beneficiary and Contractor as Insured. All claims will be settled in favour of Contractor only.</p> <p>Transit cum storage MCE insurance policy shall be taken by Contractor till Commissioning/ Commercial Operation/handing over of plant whichever is earlier. Thereafter Insurance shall be arranged by Owner for the project.</p> <p>MCE shall cover all the risk as per standard practice prevalent in the Industry for similar jobs and as per TAC guidelines. Terrorist cover is not envisaged.</p> <p>Any damages shall be made good from the MCE policy being taken by Contractor. In case the damage is not covered in the MCE policy due to denial by Insurer or due to exclusion list</p>	No change Shall be as per NIT.

					of policy, the Contractor shall not be liable for the same.	
32.0	Sec- IV	36 Of 87	29.3	After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER <u>without advance notice</u> to the CONTRACTOR and the documented and direct cost of such work shall be paid by the CONTRACTOR but only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.	Please replace the word, " <u>without advance notice</u> " by " <u>with advance notice</u> "	No change Shall be as per NIT.
33.0	Sec- IV	38 of 87	30.0 30.2 1 st Para	Liability for Accidents and Damages Damage due to negligence by Contractor/ Sub Contractor	<ul style="list-style-type: none"> • Shall be read in conjunction with our comments against Cl. No.28.0 of GCC i.e. Insurance clause. • No consequential damages shall be applicable. • Contractor shall be liable for making good damages included in the MCE Insurance policy as per standard practise prevalent in the Industry. 	<ul style="list-style-type: none"> • Shall be as per NIT • Already mentioned in clause 32.2 of GCC. • Shall be as per NIT.

34.0	Sec- IV	38-39 of 87	31.1, 31.1.3 1 st Para	Mutually Agreed damages(MAD)	<ul style="list-style-type: none"> For delays beyond contractual commissioning schedule due to reasons solely attributable to Contractor, levy of Liquidated Damages for delay to be applicable in lieu of MAD. In case damages are not suffered by Owner, no LD shall be leviable. If the commissioning of the respective CFBC Boilers is delayed beyond contractual commissioning schedule due to reasons solely attributable to contractor, we agree for levy of LD @0.25% of the contract value per week of delay for first 8 weeks and 0.5% per week thereafter subject to max 5% of the value of delayed equipment. For completed part of the work within the scheduled completion date LD shall not be leviable. In order to facilitate planned cash inflow, we propose not to deduct the LD amount against submission of BG of equivalent value till final settlement. 	<ul style="list-style-type: none"> No change Shall be as per NIT. No change Shall be as per NIT. No change Shall be as per NIT. No change Shall be as per NIT.
35.0	Sec- IV	40 of 87	32.0	Overall Ceiling on Total liability	The maximum liability of the SELLER under the CONTRACT shall be restricted to 10% of the overall value of the Seller PO value.	No change. Shall be as per NIT.
36.0	Sec- IV	47 of 87	35.0	Force Majeure	<ul style="list-style-type: none"> Please add, "Strike at Project site/ BHEL Works/ Vendor Works, discontinuation of Electricity Supply" as force majeure condition. Modalities arising on account of force majeure shall be mutually discussed and agreed upon. 	<ul style="list-style-type: none"> No change. Shall be as per NIT. No change Shall be as per NIT.
37.0	Sec- IV	60 of 87	55.2(vi)	General provision with	All insurance proceeds shall be received directly by	No change.

				regard to materials – Insurance Proceeds	Contractor.	Shall be as per NIT.
38.0	Sec- IV	69 of 87	56.6.2.1	Advance paid to Contractor shall carry interest rates specified in the SCC	We request Owner to provide 10% of the total contract price as non-recoverable interest free mobilisation advances against submission of BG of equivalent value.	No change. Shall be as per NIT.
39.0	Sec- IV Sec- V Sec- V Sec- V	73 of 87 5 of 55 8 of 55 20-21/ of 55	59.0 1.1.5 1.2.8.2.7 1.2.12.1	Statutory Approvals	All Statutory approvals/ clearances required in the capacity as Owner of the Plant, shall be arranged by Owner. Contractor shall render necessary assistance for the same. As per provision of Cl. No. 59.0 of GCC, all statutory fees viz IBR etc. shall be paid/ reimbursed by Owner extra at actuals.	No change. Shall be as per NIT.
40.0	Sec- IV	74 of 87	62.0	Surplus Material	<ul style="list-style-type: none"> It may be appreciated that Contractor is required to keep surplus material at site to ensure smooth execution of work and to meet any contingency for completion of project as per agreed schedule. <p>Hence surplus materials including scrap shall be the property of Contractor and shall be taken back after completion of project.</p> <ul style="list-style-type: none"> The word, 'and Ownership' appearing in 2nd line of Cl. No. 62.2 may please be replaced by 'and supplied for this Contract irrespective of Ownership'. 	No change. Shall be as per NIT.
41.0	Sec- IV	76 of 87	69.0 69.1	Access to site	<ul style="list-style-type: none"> Levelled and consolidated land free from all encumbrances (above/ underground) for contractors site office, storage of equipment/ goods (covered/open) adjacent to CPP within Fertilizer complex shall be provided by Owner free of cost. <p>We have not envisaged construction of any approach/</p>	<ul style="list-style-type: none"> Fairly graded land with demarcated Battery Limit will be handed over to successful bidder. Refer attached Land development

					<p>access roads for boiler site, construction site office, storage area. The same shall be provided by Owner.</p> <p>Also, we have not envisaged any Workshop/ storage area outside Fertilizer complex.</p> <ul style="list-style-type: none"> • Owner shall ensure the site is free from asbestos/ lead or any other hazardous material. In case, such materials are found at site, the Owner shall be responsible for removal of same, the Contractor shall be entitled to suspend the work till site is made safe and free of the aforesaid materials. • The layout has been prepared based on inputs given in the data/ details provided in the tender document, Pre-bid replies, Amendments. In case of any Underground / over ground structures, piping, etc. which is not envisaged specifically in the tender document shall be removed by TFL. 	<p>drawing.</p> <ul style="list-style-type: none"> • Fairly graded land will be available. for further details bidder may visit site • Please refer clause no. 57.0 of GCC and it's subsequent amendment
42.0	Sec- IV	80 of 87	75.4.0	Payment etc. not to affect rights of Owner	<p>All on account payments shall become due immediately upon completion of activity and not on submission of requisite invoices by the contractor. However, payment shall be released by Owner within 30 days from the submission of Invoices.</p> <p>In the event of delay in release of on account payments beyond 30 days from date of submission of invoice by contractor, such delayed payment shall attract late payment interest @ 1.5% above the PLR of SBI for payments.</p>	<p>No change. Shall be as per NIT.</p>
Special Condition of Contract						
43.0	SEC-V	3/55	1.1.1	6 months supervisory	Refer our comments against Clause No. 22.1(d) of GCC	Please refer clause

		25/55	1.2.19.2 1.2.22	assistance after successful commissioning		1.2.22 of SCC
44.0	SEC-V	4/55	1.1.1 (g)	Construction Power & Water	<ul style="list-style-type: none"> We request to provide Construction & commissioning Power (@ 415 V) and Construction water free of charge near CPP battery limit. Also customer may provide supply point of electricity at major construction sites. Also, no escalation in rates of utilities shall be applicable. Time duration of 6 months after FOA for Construction Water/Power and 2 months before scheduled completion period for raw material/utilities (fuel etc.) mentioned here, to be mutually discussed for preponing, if required, based on detailed project schedule. 	<p>No change. Shall be as per NIT.</p> <p>No change. Shall be as per NIT.</p> <p>No change. Shall be as per NIT.</p>
45.0	SEC-V	5/55	1.1.7	Format of Contract Security Cum Performance Bank Guarantee	The format for PBG shall be mutually agreed during post bid stage.	<p>No change. Shall be as per format provided with tender document only. However, a revised format shall be issued through a Corrigendum shortly</p>
46.0	SEC-V	9/55	1.2.8.3	Priced copy of PO/WO/Contract	Considering confidentiality of price information, only unpriced Copies of PO/WO/Contracts etc. shall be furnished for records/reference of OWNER.	<p>No change. Shall be as per NIT.</p> <p>Please note that only in cases where it is required by statutory authorities, only then priced copy to be provided</p>

47.0	SEC-V	10/55 11/55	1.2.8.7.1 1.2.8.7.12	Third Party Inspection All tests and trials...witnessed by Inspector	This being short cycle project, Third party inspection is not envisaged. Further, following is proposed for Inspection/Quality assurance: a) Inspection of BHEL manufactured equipment shall be witnessed by TFL/ PDIL as per approved QAP. b) Bought out items/ Non-BHEL manufactured items shall be inspected by BHEL/ BHEL nominated inspection agencies. c) Travel, Board & Lodging charges w.r.t Inspection shall be borne by TFL/ PDIL.	a) Third party inspection shall be required as per NIT. b) Shall be as per NIT. c) Travel, Board & Lodging charges w.r.t Inspection applicable for TFL/PDIL personnel shall be borne by TFL/ PDIL.
48.0	SEC-V	10/55	1.2.8.7.7	Inspector visit to Contractor's workshop etc.	Such visits shall be subject to rules w.r.t. safety/security & confidentiality.	Third Party Inspection agency to be appointed by the Contractor as per NIT. Inspection by the selected TPI agency to be facilitated by the Contractor as per NIT.
49.0	SEC-V	13/55	1.2.8.9.3	Costs on account of delay	<ul style="list-style-type: none"> No costs to be attributable to Contractor unless reasons are solely attributable to Contractor. That too shall be covered by LD provisions already covered elsewhere. Force Majeure and suspension of work to be deleted from here as the same are not solely attributable to Contractor. 	Typographical error, Amendment is being issued.
50.0	SEC-V	14/55	1.2.8.10.4.1	Transfer of Title on Termination	In case of Termination, transfer of title shall pass to OWNER only if due payment/compensation has been made to Contractor on account of the same.	No change; Shall be as per NIT.
51.0	SEC-V	16/55	1.2.8.10.12.1	Letter of Credit	As per provision of this clause, we understand that payment through Letter of Credit is applicable to all the bidders	Letter of credit is not applicable for this

					(foreign/ indigenous) without any loading in prices for LC charges.	contract. Necessary amendment, deleting this provision, shall be issued.
52.0	SEC-V	17/55	1.2.9.2	Lubricants, chemicals, consumables etc. for 6 months operation after commissioning	We propose only first fill of Lubricants, chemicals, consumables etc. in Contractor's scope. After that, a list of recommended quantities shall be furnished to OWNER to take care for operation of the plant.	Consumables, lubricants and chemicals required for 100% full load run for 6 months operation after successful commissioning (and include the cost in CONTRACT PRICE).
53.0	SEC-V SEC-VII (Schedule of Rates)	17/55 Sheet 3/Price Schedule	1.2.9.4	Recommended Operational spares List Bidder's Recommended Spares	<ul style="list-style-type: none"> This clause as well as notes on Recommended spares sheet in Price Schedule mentions that the list is to be submitted 6 months prior to Mechanical completion. However, still the Price schedule mentions that the format is to be filled to avoid rejection of bid. Please clarify. As Recommended spares are not part of evaluation and are not to be ordered with main order, request you to not seek list/price for the same during bid submission. The list/prices for the same shall be submitted at the time of requirement. Further, the price validity etc. shall be mutually discussed & agreed w.r.t. the same. 	<p>Bidder's Recommended operational spares shall be as per clause 1.2.9.4. of SCC.</p> <p>Further Amendment in SOR shall be uploaded on CPP Portal shortly.</p>
54.0	SEC-V	18/55	1.2.9.9	Mandatory spares	Mandatory spares as applicable shall be included in Bidder scope. Unpriced copy of Mandatory spares highlighting applicability of Mandatory Spares shall be furnished along with the proposal.	Mandatory spares to be provided as per the list enclosed in Section VI-10.0 of Technical document. Bidder to provide the relevant documents pertaining to Mandatory spares as per

						the requirement of the Technical section.
55.0	SEC-V	18/55 Sheet 3 in Excel	1.2.9.10.2	Order directly on vendors for 2-year spare parts	<ul style="list-style-type: none"> Refer our comments w.r.t. Recommended spares against Cl. 1.2.9.4/SCC above. Also wish to clarify that once offer for spares is sought from BHEL, direct ordering shall not be applicable/acceptable. 	<p>Bidder's Recommended operational spares shall be as per clause 1.2.9.4. of SCC.</p> <p>Further Amendment in SOR shall be uploaded on CPP Portal shortly.</p>
56.0	SEC-V	19/55	1.2.10.1.2 1.2.10.1.5	Warranty period	<ul style="list-style-type: none"> Warranty Period/ Defect Liability Period shall be 12 months from the date of commissioning/ deemed commissioning/ commercial operation of respective boiler or 18 Months from the date of completion of major supplies required for Commissioning, whichever is earlier. Warranty period for the repaired/ replaced part shall be once for a period of 6 months after putting said item in operation or the original Warranty Period whichever is later. Warranty period not to be linked with Preliminary acceptance. 	<ul style="list-style-type: none"> Shall be as per NIT. Shall be as per NIT. Warranty period shall be from commissioning. Amendment shall follow shortly
57.0	SEC-V	19/55	1.2.10.1.3	Corrective action on risk and cost of Contractor	Any such eventuality to be mutually discussed & agreed.	No change; Shall be as per NIT.
58.0	SEC-V	23/55	1.2.15.3	Delay in completion period	Any such eventuality may be applicable only if reasons for delay are "solely" attributable to contractor.	No change; Shall be as per NIT.
59.0	SEC-V	24-25/55	1.2.19	Commissioning	<ul style="list-style-type: none"> Commissioning shall be deemed to have been achieved after completion of 72 hours trial run of boilers 	<ul style="list-style-type: none"> Section -VI-8.0 is being amended.

					<p>individually on any available fuel and available load. During the 72 hours run a total outage of 4 hours shall be permitted with each outage not exceeding ½ hour.</p> <ul style="list-style-type: none"> • Commissioning Certificate shall be issued by Owner after successful commissioning of the boilers individually. • If commissioning is delayed beyond 6 months from the date of completion of last major supply required for commissioning, for reasons not solely attributable to Contractor, then commissioning shall be deemed to be completed. Accordingly, on deemed completion of commissioning, the associated payments to be released to Contractor and the Warranty/Defect Liability period shall commence. • Preliminary Acceptance Certificate to be issued on completion of commissioning/deemed commissioning. 	<p>Bidder to refer to Amended Section-VI-8.0 which will follow shortly.</p> <ul style="list-style-type: none"> • Commissioning Certificate shall be issued for entire system. • Refer Clause related to deemed acceptance, clause no. 16 in this regard. • Preliminary Acceptance Certificate shall be issued as per clause 6.0 and 16.0 of SCC
60.0	SEC-V	25/55	1.2.19.2	Sustained load test & guarantee test	These activities are not part of commissioning. Request kindly delete the same.	Section -VI-8.0 is being amended. Bidder to refer to Amended Section-VI-8.0 which will follow shortly
61.0	SEC-V	25/55 33-34/55	1.2.20 4.0, 5.0, 6.0	Performance Guarantee Test Run and Acceptance of plant	<ul style="list-style-type: none"> • PG test shall be conducted within 1 months of commissioning of respective boiler. Plant Performance shall be quoted considering boilers in new and clean 	Section -VI-8.0 is being amended. Bidder to refer to Amended

					<p>condition. Degradation curve shall be applicable for arriving at the guaranteed Performance figure.</p> <ul style="list-style-type: none"> In case PG test is not conducted within 6 months of commissioning/deemed commissioning due to reasons not solely attributable to Contractor, same shall be waived and plant to be considered Deemed accepted. Further payment linked to PG test shall be released and Acceptance Certificate shall be issued to Contractor. 	<p>Section-VI-8.0 which will follow shortly.</p> <p>No change. Shall be as per NIT.</p> <p>Refer clause 16.0 of SCC for Deemed Acceptance.</p>
62.0	SEC-V	25/55	1.2.23	Laws & Regulations	Our proposal shall be based on explicit terms/conditions etc. furnished in tender document. In case of any specific law/regulation is being referred here, please clarify enabling us to consider the same.	No change; Shall be as per NIT
63.0	SEC-V	27/55	1.2.26.1	Technical information for a period of 5 years	All liabilities of Contractor shall be over after the completion of Defect liability period.	Bidder's understanding is correct but contractor shall further advise OWNER for a period of five (5) years from date of PRELIMINARY ACCEPTANCE of any improvements in process, know-how, engineering, operation methods, and other conditions which will result in more efficient operation of PLANT that are developed by CONTRACTOR at no extra cost to OWNER
64.0	SEC-V	29/55	1.2.30.3	Key personnel... approval of Owner	BHEL shall depute/appoint competent personnel in line with its standard practice under due intimation to Owner.	No change. Shall be as per NIT.

					However, approval shall not be applicable.	
65.0	SEC-V	30/55	1.2.32.3	Information etc. for approval from Financial Institutions or any other agencies	Only non-proprietary Information limited to scope of this project may be furnished.	No change. Shall be as per NIT.
66.0	SEC-V	31/55	2.8	Site facilities	<ul style="list-style-type: none"> Nothing is mentioned at Sl. (a) of this clause. Please confirm. 	This is a typographical error.
					<ul style="list-style-type: none"> Levelled & graded land free of all encumbrances shall be provided to the bidder for Site Works/ Storage/ Construction work. All approach/ access road to boiler area shall be in the scope of Owner. 	<p>Fairly graded land with demarcated Battery Limit will be handed over to successful bidder. Refer Land development drawing.</p> <p>Peripherals approach roads & drains of outside battery limit of SGP is not in bidder's scope. However, Road inside SGP unit to be considered & its interconnection upto adjacent peripheral road is in bidder's scope</p>
					<ul style="list-style-type: none"> All utilities required for Hydro test, Pre-commissioning, Commissioning, operation of plant viz. DM water, nitrogen, chemicals, etc. shall be organised by the Owner. 	Please refer Section-VI-1.0, Section-VI-2.0

					<ul style="list-style-type: none"> Adequate area properly consolidated and levelled with permanent drainage, fencing, illumination, sanitary facilities, drinking water etc. for proposed plant to be provided free of cost. 	As per NIT.
					<ul style="list-style-type: none"> Site office with intercom/telephone facility, proper lighting, computer etc. facility (if required) within the project site to be provided free of cost. 	Facilities shall be provided as per NIT Clause 81.0 of GCC. For any additional requirement bidders has to arrange their own
					<ul style="list-style-type: none"> Open & closed storage and fabrication yard to be provided free of cost. Customer may please provide 100000 Sq.m of land for construction of mentioned facilities within the plant premises. These should also be marked in Plot Plan. 	Over all Factory plot plan has already been shared with bidders . Area required for construction activities (within the plant premises) shall be provided as per requirement and availability & the same shall be finalized after award of contract.
					<ul style="list-style-type: none"> Cranes, tractors, trailers with operators, etc. on rental basis, if required. 	Bidders has to arrange their own
					<ul style="list-style-type: none"> Temporary accommodation, including all fencing, water supply at two points (both for drinking and construction purposes), electricity, fuel, supply, sanitation, fire prevention and fire-fighting equipment for contractor's staff and labour free of charge. 	Facilities shall be provided as per NIT Clause 81.0 of GCC. For any additional requirement bidders has to arrange their own

					<ul style="list-style-type: none"> Guest House facilities for visiting officers and experts during erection/commissioning stage, along with medical facilities, if required. 	Bidders has to arrange their own
					<ul style="list-style-type: none"> Issuing of Principal Employer Certificate in Form – V under Contract Labour (Regulation & Abolition) Acts/ Rules to the Sub-contractors. 	Form-III can only be issued by the Principal Employer to a contractor
					Timely replenishment of damaged/ missing items/ equipment, if any, during execution shall be arranged by the purchaser, by placing open order based on the joint verification report by Contractor and the purchaser.	This being an LSTK Contract , Storage, erection commissioning till PAC is in Bidder's scope.
67.0	SEC-V	32/55	3.2	Overhead etc. on change order	<ul style="list-style-type: none"> Overhead percentage mentioned is very low. The same to be 30%. Further, final decision of Engineer In charge to be replaced by mutually agreed between Contractor and Owner/ Engineer-in-charge. 	No change. Shall be as per NIT.
68.0	SEC-V	35/55 37/55	9.0 12.6	Mode of contracting	We request this to be divisible contract wherein billing separately for Supply & Services can be done. Supply billing to be allowed using GSTIN of different manufacturing units of Contractor.	No change. Shall be as per NIT.
69.0	SEC-V	36/55	12.0	Taxes & duties	<ul style="list-style-type: none"> We understand only GST and BOCW Cess is to be considered for this project. Please confirm. In case of applicability of any other tax/duty/cess/levy like Entry tax etc., same to be borne by OWNER. 	<ul style="list-style-type: none"> The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. Any new taxes & Duties, if imposed by

					<ul style="list-style-type: none"> Taxes/duties/cess/levies to be paid directly by OWNER in capacity of OWNER, shall not be borne by contractor. 	<p>the State/ Govt. of India after due date of bid submission but before the expiry of contract period, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.</p> <ul style="list-style-type: none"> No change. Shall be as per NIT
70.0	SEC-V	37-38/55	12.8.2	Documents relating to IT assessment of Personnel	Documents can be furnished only if required by statute and subject to confidentiality regulations.	This is to keep the OWNER informed .
71.0	SEC-V	38/55	13.0	Statutory variation in taxes & duties	<ul style="list-style-type: none"> Statutory variation on all applicable taxes/duties/cess/levies etc. shall be payable by OWNER including on GST & BOCW Cess. Statutory variation on Vatable services to be payable to Contractor even in extended/delayed contractual period. 	No change; Shall be as per NIT
72.0	SEC-V	39-40/55 41/55	14.2 14.3.1	Mobilization advance	<ul style="list-style-type: none"> We request Owner to provide 10% of the total contract price as non-recoverable interest free mobilisation advances against submission of BG of equivalent value. Advance to be paid in single instalment. 	No change; Shall be as per NIT

					<ul style="list-style-type: none"> • Format for BG to be mutually agreed. • In case advance is recoverable, adjustment of advance to be at a uniform rate of 10% (the % of advance payment) to be done progressively till completion of supplies/commissioning. • BG against advance to be valid till completion of supplies or adjustment of advance whichever is later. Further, any BG extension shall not be later than the Warranty/Defect liability period. • Interest recovery on unadjusted advance is not acceptable as BG is already being provided as a security. 													
73.0	SEC-V	41-42/55 42-43/55	14.3.2	Payment terms for A)Supply B) Spares, chemicals, catalyst, lubricants	We request for same payment terms against Main equipment & spares/chemicals etc. supply and suggest following modifications in Terms of payment for Supplies :	Shall be as per NIT and subsequent amendment , if any.												
					<table border="1"> <thead> <tr> <th>Sl. no.</th> <th>Tender term</th> <th>Proposed revision</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>10% against placement of PO of major tagged items against submission of BG valid till completion period + 3 months.</td> <td>Kindly remove requirement of BG as this is a milestone payment. Further, in case BG is insisted same can be valid only till start of Dispatches.</td> </tr> <tr> <td>ii)</td> <td>35% against proof of dispatch</td> <td>Please change 35% to 70%</td> </tr> <tr> <td>iii)</td> <td>40% against receipt of materials at site</td> <td>Please change 40% to 10%. Further, as Inspection</td> </tr> </tbody> </table>		Sl. no.	Tender term	Proposed revision	i)	10% against placement of PO of major tagged items against submission of BG valid till completion period + 3 months.	Kindly remove requirement of BG as this is a milestone payment. Further, in case BG is insisted same can be valid only till start of Dispatches.	ii)	35% against proof of dispatch	Please change 35% to 70%	iii)	40% against receipt of materials at site	Please change 40% to 10%. Further, as Inspection
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							certificate already submitted with dispatch invoices, same may be removed from here.	
					iv)	5% against Mechanical completion certificate	OK	
					v)	8% against Preliminary Acceptance Certificate	<ul style="list-style-type: none"> Please change 8% to 3%. Please revise the payment to be against commissioning as completion period also linked to the same. 	
					vi)	2% on completion of balance jobs	Please revise the payment to be against PG Test.	
74.0	SEC-V	43/55	14.3.3	Payment terms for Services	<ul style="list-style-type: none"> We understand that these payment terms are meant for D&E and E&C Services. We request for separate payment terms for D&E Services as under: <ul style="list-style-type: none"> 50% against submission of major drawings as per list finalized during Kick Off meeting, 50% against approval of major drawings as per list finalized during Kick off meeting. W.r.t. payment terms for E&C Services, we suggest following modifications: 			Shall be as per NIT and subsequent amendment, if any.
					Sl. no.	Tender term	Proposed revision	
					-	-	Please include 10% initial progress payment against site mobilization as the 1 st payment term.	

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75.0	SEC-V	43/55	14.3.4	Payment terms for Civil & Structural works	<p>We suggest following modifications in Civil & Structural works payment terms (similar to E&C Service payment terms above):</p> <table border="1"> <thead> <tr> <th>Sl. no.</th> <th>Tender term</th> <th>Proposed revision</th> </tr> </thead> <tbody> <tr> <td>-</td> <td>-</td> <td>Please include 10% initial progress payment against site mobilization as the 1st payment term.</td> </tr> <tr> <td>i)</td> <td>5% on issue of Mechanical completion</td> <td>This to be shifted to Sl. iii) & made as 3rd progressive payment term.</td> </tr> </tbody> </table>	Sl. no.	Tender term	Proposed revision	-	-	Please include 10% initial progress payment against site mobilization as the 1 st payment term.	i)	5% on issue of Mechanical completion	This to be shifted to Sl. iii) & made as 3 rd progressive payment term.	Shall be as per NIT and subsequent amendment, if any.			
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					<p>certificate.</p> <p>ii) 8% on issue of PAC</p> <ul style="list-style-type: none"> Please change 8% to 3%. Please revise the payment to be against commissioning as completion period also linked to the same. Further, this payment term to be shifted to Sl. iv) & made as 4th progressive payment term <p>iii) 2% on completion of balance jobs</p> <ul style="list-style-type: none"> Please revise the payment to be against PG Test. Further, this payment term to be shifted to Sl. v) & made as 5th progressive payment term <p>iv) 85% progressive payment as per monthly progress achieved.</p> <ul style="list-style-type: none"> Please change 85% to 80% Further, this payment term to be shifted to Sl. ii) & made as 2nd progressive payment term. 	
76.0	SEC-V	44/55	14.3.5	Payment terms for Training	Payment against training to be progressive based on pro-rata completion of training services.	No change Shall be as per NIT.
77.0	SEC-V	44/55	14.5	Time for release of payment	In the event of delay in release of on account payments beyond 30 days from date of submission of invoice by contractor, such delayed payment shall attract late payment interest at 2% above the MCLR of SBI for payments.	Not acceptable
78.0	SEC-V	45/55	15.0	GST on local procurements	We understand that in case of Works contract billing, separate reimbursement of GST on local procurement/supply won't be applicable. Please confirm.	Refer clause 12.0 of SCC in this regard.
79.0	SEC-V	46/55	15.0	Billing Schedule Notes: 6	The maximum capping of 60% of the total Contract price towards Supplies is unrealistic. Request revisethe ceiling for Supplies from 60% to 70%.	No change Shall be as per NIT.

80.0	SEC-V	46/55	15.0	Billing Schedule Notes: 8: Taxes, duties etc.	W.r.t. taxes/duties etc. refer our comments against Cl. 12.0 & 13.0 of SCC.	Refer reply to Sl. No 69 & 71 of this query.
81.0	SEC-V	46/55	16.0	Deemed Acceptance	<ul style="list-style-type: none"> W.r.t. Deemed commissioning and deemed acceptance, kindly refer our comments against Cl. 1.2.19 & 1.2.20 of SCC. W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above. No payment to be withhold unless the reasons for delay in Deemed acceptance are solely attributable to contractor. 12-month long period on account of delay attributable to Owner is not acceptable. In such a case, all BGs furnished to be discharged and pending payments to be released. Further, additional compensation/contractual period extension also to be provided to Contractor for subsequent conductance of PG Test/other activities. Any/all liabilities of Contractor shall be over after completion of Defect Liability period (which shall be linked to completion of supplies/commissioning as per comments against Sl. 1.2.10.1.2/5 of SCC). 	<ul style="list-style-type: none"> Refer reply to the said clause. Refer reply to the said clause. Payment shall be as per the provisions of NIT. Not acceptable. NIT clause for defect liability period shall prevail. Refer reply to sl. No.56 above
82.0	SEC-V	46/55	17.0	Liability for Defect	<ul style="list-style-type: none"> Sl. (b) , Line 2: Seems inadvertently the word "predictable" has been mentioned in place of "practical". Please correct. W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above. 	<ul style="list-style-type: none"> Amendment if any shall follow shortly Please refer reply to the said clause.

					<ul style="list-style-type: none"> • 17.3: Further tests to be conducted only if applicable. Also the cost for repeat inspection/test, if applicable, to be borne by contractor only if the same is consequent due to reasons solely attributable to contractor. • 17.4: W.r.t. Defect Liability period of repaired/replaced/renewed part, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above • 17.8: Extension in Defect Liability period to be applicable only if it is consequent due to reasons solely attributable to Contractor. • Please confirm that the burden of proof that the damage of the facilities is caused by a latent defect is with the OWNER of project. 	<ul style="list-style-type: none"> • It is meant for repaired or replaced items • Shall be as per NIT. • Shall be as per NIT. • In case of any claim during defect liability period, OWNER shall provide all available documents as proof.
83.0	SEC-V	49/55	18.4	Failure of PGTR	These provisions shall be applicable only if failure in PGTR is solely attributable to Contractor.	The Clause is self-explanatory.
84.0	SEC-V	49/55	18.5	Repetition of Tests	<ul style="list-style-type: none"> • These provisions shall be applicable only if failure/stoppage of Performance tests is solely attributable to Contractor. • In case OWNER operates the plant, the plant shall be considered as ACCEPTED and all associated payments/BGs shall be released to Contractor. • W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above. 	No change Shall be as per NIT.
85.0	SEC-V	50/55	18.7	Meeting Works Guaranteed cost	<ul style="list-style-type: none"> • These provisions shall be applicable only if the reasons are solely attributable to Contractor. 	No change; Shall be as per NIT.

					<ul style="list-style-type: none"> Any deduction/action on BGs etc. shall be based on mutual discussion/agreement. W.r.t. Mutually Agreed Damages, please refer our comments elsewhere. 	
86.0	SEC-V	51-52/55	20.0	Taxes/duties	W.r.t. taxes/duties etc. refer our comments against Cl. 12.0 & 13.0 of SCC.	Please refer reply to the said clause sl. No 69 and 71 of this query.
87.0	SEC-V	53/55	21.1	Reversal of Input tax credit	These provisions shall be applicable only if it is consequent due to sole fault of supplier.	The clause conditions the same.
88.0	SEC-V	53-55/55	21.4 21.5- Sl. 6, 7 & 11	Release of Statutory levies GST credit delayed/denied	<ul style="list-style-type: none"> Payment of all taxes/duties/cess/levies etc. shall be made immediately upon submission of tax invoice. If required, Bidder can furnish undertaking w.r.t. discharge of all tax liabilities. Contractor's responsibility shall be only till submission of tax invoice. Timely availing of Input tax credit to be ensured by OWNER. No deduction/hold of payment acceptable in case Owner is denied of the same unless the reasons are solely attributable to Contractor. Further no interest shall be applicable on any such amount. 	No change Shall be as per NIT.
89.0	SEC-V	55/55	21.5- Sl. 12	GST on damages	In case of delays are solely attributable to Contractor and final settlement has been reached between Contractor and Owner than in that case, Owner shall issue GST compliant invoices as per Statutes so that input credit can be claimed by Contractor.	The clause is self explanatory.
90.0	SEC-V	55/55	22	Completion period	<p>W.r.t. commissioning, kindly refer our comments against Cl. 1.2.19 of SCC.</p> <p>The time specified for Completion period is very less. Request PDIL/ TCL to consider following Commissioning schedule:</p> <ul style="list-style-type: none"> CFBC Boiler –I: 26 Months CFBC Boiler –II: 28 Months CFBC Boiler-III: 30 Months 	No change Shall be as per NIT.
Section VI						

91	PC009/E /4003/S ECVI-3.2	5/10	Z(aa)	Dismantling of temporary construction facilities and cleaning the site by removal & disposal of debris etc. after project completion.	<p>1) Dismantling/ Rerouting work may please be exempted from the contractor's scope. If not, kindly provide the complete details for dismantling, rerouting, modification work required during execution of the project before the submission of techno commercial bids.</p> <p>2) All the scrap generated Empty containers, packing materials, gunny bags, transport frames, expired lubrication oil, consumables, steel & metal scraps generated from fabrication, construction& etc. during project execution shall be the property of contractor after completion of the project. Also, Surplus & unused project materials other than Contractor's tools & equipment brought in by contractor for project & facility completion shall be the property of the contractor after completion of the project.</p>	<p>1)Fairly graded land with demarcated Battery Limit will be handed over to successful bidder.</p> <p>2) Refer clause 62.0 of GCC regarding scrap and surplus material.</p>
92	PC009/E /4003/S ECVI-3.3	6/10	(k)	Security, Watch & ward till handing over	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.	Project site is covered with Boundary wall with security
93	PC009/E /4003/S ECVI-3.0	8/10	2.18	LSTK CONTRACTOR shall perform the HAZOP, HAZAN, SIL Study etc. and implement the recommendations of HAZOP, HAZAN, SILStudy etc. without any additional cost / time schedule implication to Owner.	Owner may please waive off this clause from bidder's scope.	Shall be as per NIT.