

INFRASTRUCTURE PLAN PHASE II A
Tender No. CE(Infra)/InfraPlan-II A /Mumbai/09-10

Queries Raised by the Bidders after Pre-Bid meeting held on June 22, 2009 and MSEDCL's Response

Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
M/s. Godrej & Boyce Manufacturing Co. Ltd. vide letter no.G&B/E&E/TEC/Infra-Phil-A/01/2009 dated 22.06.2009			
1		Please include the steel material under PV clause as the price of it is fluctuating highly.	Request cannot be considered .
2		We will be quoting our offer as per present taxes and duties. If there is any variation in taxes and duties then we request would you to give us its benefit	Please refer to Sub-Clause nos. 13.16 & 13.19 of Section 6 of Volume II of the Bidding Documents.
3		We request you to give us detailed break-up of services. ie. break up of services in percentage of 51.725 %, 51.725%+1%, 48.89 and 58.03%	Detailed breakup of services cannot be given.
4		We have found that there is difference in Estimated cost of the works given in NIT with actual BOQ's up loaded on your website for various tenders.	Estimated cost of the works given with actual BOQ's up loaded on our website are to be considered as valid.
5		We have found that there are calculation errors in various activities for example act.no. 5912 and 5701 and the formulas of some activity are not reflected in Summary schedule.	Please provide complete details of errors noted by you so that the same can be verified.
6		We have found that there is no technical specification for 22 KV VCB. Kindly provide the specification.	Technical Spec. for 33 kV VCB shall be applicable.
7		In activity no.6302, for guarding the drawing quantity is not matching with BOQ quantity. Kindly clarify the same.	The quantity considered for G.I.wire,M.S. Fabrication etc for the guarding of L.T Pole is considered to be adequate.
8		For example in activity no.0806, for concreting of PSC pole, we think that the quantity given in BOQ is not sufficient. So, kindly clarify.	In Activity Schedule for T-88,for activity No 0806,concreting for only cut points& stay is considered @5m3. as such the quantity is considered to be adequate.
9		In activity no.1002, 1002A, 1004A, 1004B, 1006, 1204, 1212, 1213, 1601A and 1603A for concreting of RSJ pole, we think that the quantity given in BOQ is not sufficient. So, kindly clarify.	Concreting is required for poles&stays in DTCs,as such quantity is considered to be adequate.
10		Safety items and T&P is not covered in sub-station activity.	Not in the tender scope.
11		For the Actives no 5707c,5706,5707B,5708,5710,5709,5715,5725 G.I structures and foundation not given compare to Infra Phase-II .	These are the R&M activities,as such the required material is only considered.
12		For the Actives 5902, 6301, 6703, Concreting Quantity not given.	In Activity Schedule for T-84,for activity No 6703,concreting for stay is considered @0.5m3. Act.No6301 is for guarding of existing pole as such concreting is not considered. In T-87 &act no 5902,concreting I for psc pole &stay is considered @0.7m3.
13		The Financial Pre-qualification criteria of Infra II A has been changed specifically for the JV Partner as compared to Infra II.As Infra II A is a part of Infra II, We hereby request you to change the Pre-qualifying criteria of JV partner as it was applicable in Infra phase II. We hope that this will really help MSEDCL in carrying out competitive bidding process and rates as well.	The prequalification criteria is being modified to make it the same as that of Infra II, related to JV Partner. Modified version of bidding document shall be uploaded on MSEDCL's website shortly.
14		After deep study of the packages and the frequent price fluctuations in electrical goods, we wish to give us more time to study the tender to get the competitive prices. We request you to please extend the date of bid submission by minimum of 15 days i.e up to 21st Jul, 2009	Cannot be considered at this stage.

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M/s. GTL Limited vide letter no.GTL/PSD/09-10/64 & 65 dated 22.06.2009 & 23.06.09			
1	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.1 (b)	As per clause, each partner should have an average annual turnover of minimum 10% of the estimated cost of the largest tender quoted for. Request to change this clause as “Any Partner in place of each partner, same as infra II clause.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
2	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.1 (h)	The Net Worth requirement of 25% is requested for both Lead and JV partner together out of which Lead partner should fulfill 50% of the requirement and JV partner should fulfill 20% of the requirement of Net worth. Request to change this clause as “Any Partner or both partners should jointly satisfy the requirement of 25% Net worth.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.1 (i)	25% of estimated cost of largest tender quoted ALOC is requested from both Lead partner and JV partner. Out of which 20% from Lead partner and 5% from JV partner. Request to change this clause as “any partner should fulfill the requirement of 25% of estimated cost of largest tender quoted.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
4	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.3-(a)-(i)	Average annual turnover from both Lead and JV partner together should be 40% of the sum of the estimated cost of works for all tenders considered for award. Each partner should have minimum 10% average annual turnover. Request to change this clause to change as “annual turnover of 40% of the sum of the estimated cost of works for all tenders considered for award be made applicable for ANY of the partner.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
5	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.3-(a)-(ii)	The Net Worth requirement of 25% is requested for both Lead and JV partner together out of which Lead partner should fulfill 50% of the requirement and JV partner should fulfill 20% of the requirement of Net worth. Request to change this clause as “Any Partner or both partners should jointly satisfy the requirement of 25% Net worth.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
6	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.3-(a)-(iii)	25% of estimated cost of largest tender quoted ALOC is requested from both Lead partner and JV partner. Out of which 20% from Lead partner and 5% from JV partner. Request to change this clause as “any partner should fulfill the requirement of 25% of estimated cost of largest tender quoted.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
7	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.5 (f)	The Net Worth requirement of 25% is requested for both Lead and JV partner together out of which Lead partner should fulfill 50% of the requirement and JV partner should fulfill 20% of the requirement of Net worth. Request to change this clause as “Any Partner or both partners should jointly satisfy the requirement of 25% Net worth.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
8	Section 1, Clause 6 Qualification to Bidder- for Joint Venture Clause 6.5 (g)	25% of estimated cost of largest tender quoted ALOC is requested from both Lead partner and JV partner. Out of which 20% from Lead partner and 5% from JV partner. Request to change this clause as “any partner should fulfill the requirement of 25% of estimated cost of largest tender quoted.”	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
9	Clause 16.4 Regarding Payment of Major items to be made on actual basis i.e. for actual qty. utilized.	Since this is a Turnkey Contract all items should be considered as part of Turnkey Contract	Variation in the quantities of the major items required in sub-stations is proposed to be paid on actual basis.

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10	1.1.5.4- Retention Money	The clause refers to 13.4.4 of Section 7. There is no such clause reference in Section 7.Hence need clarification.	Please refer to the modified Bid Documents being uploaded.
11	1.1.6.1–Construction Documents	The definition includes “Software”. As per clause 1.9 & 1.10, 12.9 Contractor is required to provide copies of all Construction Documents to Employer. Contractors may not have a transferable right of the Software. Need clarification.	Design is not included in bidders scope except for earthmat design and equipment and civil foundation designs. Therefore computer softwre will not be required by the Employer.
12	1.12-Confidential Details	It refers to Appendix to Tender. No such appendix is attached.	Appendx to Tender is provided in Section 4 of Volume I, since no details on Contractor's side are listed as confidential, the Sub-clause should be ignored.
13	4.2 – Security Deposit	Since the contract is Divisible Turnkey Contract, five major equipments should be part of the same and should be covered under the single security deposit.	The additional Security deposit is required for extended guarantee of 5 years to be given bythe contractor for these 5 major equipments. This has nothing to do with the "divisibility" of the turnkey contract.
14	4.4-Co-ordination of the Works	Co-ordination and liaising with all the relevant government offices is entirely in the scope of Contractor. Request made to MSEDCL that their representative should support in certain cases, if required.	Yes. But the responsibility of obtaining approvals will be of the contractor.
15	4.13-Rights of Way and Facilities	Cost of obtaining Right of Way for access to the sites is to the account of the Contractor. Instances like refusal by the owner are likely in which case Contractor may be required to approach the relevant authorities, MSEDCL representative should support in this case.	----- do -----.
16	8.6-Liquidated Damages for Delay and	<ul style="list-style-type: none"> • The clause provides for LD at the rate of 0.50% of the Contract Price for delay. Further, it also provides for Interim Penalties for delay at the rate of 0.01%. Both the penalties according to us are delay in not meeting the milestones, in which case we are unable to understand why two penalties are imposed for the delay. Clarification needed. • In addition to the above (See Section 7 Part II/Sec 4 Technical Forms), it also states that in the event of delay in addition to the LD the Contractor will be required to pay the Employer (MSEDCL) the amount fees that the Employer will be required to pay any to the Employers Representatives. Further, please note that the limit on LD set out in Sec 4 is not applicable to these payments. So, there is no cap on the amount that would be required to be paid. This could have serious financial implication. • The Penalties should be imposed on the value of delayed works and not on value of the Contract Price. • In cases where work is done in sections/parts, delay will be calculated from the stipulated Time for Completion to the date stated in the last Taking-Over Certificate for completion of the last part of the section. • Penalties should not be directly deducted from the interim payments made by Employer or the bank guarantee provided should not be invoked. It should be linked with the final retention payments of the project. 	<ul style="list-style-type: none"> • The interim penalty applies to delay in completion of individual milestones, whereas the Liquidated damages are applicable for delay in completion of total contract works. If Total contract works are completed in time, the interim penalties will be refunded. It will be in the interest of the contractor to complete the works in time. Refer to the Appendix to Technical Proposal. • Please refer to the modified Bid Documents being uploaded. • The provisions of bidding document cannot be modified since the LD is applicable to the completion of total contract work. It has to be calculated on the total contract price. • Only interim penalties will be directly deducted from the interim payments. Question of invoking BG will arise only if the contractor fails to complete the woks on time.

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17	8.8-Consequences of Suspension	Need clarification of Subcontractors Risk , sub-clause 17.5	Sub clause 17.5 refers to Contractor's risk and not Sub contractor's risk.
18	12.11-Guarantee Services	As per the Form of Contract Agreement the Contractor is required to provide guarantee for 5 years and since the contract is divisible contract the equipments listed in 12.11 should not have any separate guarantee requirements.	Same as point no. 13 above.
19	17.5-Contractor's Risk	Need Clarification. This is vague. Further this has implication in case of Suspension of Services.	Sub Clause is clear itself.
20	17.6- Limitation of Liability	The Cap on General limitation of liability is the Contract Price. However we request for demanding for a cap of 10 % on the General Limitation of liability if it is feasible.	Request cannot be considered .
M/s. Leena Powertech Engineers Pvt. Ltd vide letter no.LPTE/BDM/INFRA/PB dated 22.06.2009			
1		We had approached all our govt. Dept. clients (e.g CENTRAL RAILWAYS) for the Specific Experience Certificate as per the format mentioned in the tender. But they are saying that they can issue the completion certificate only as per their standard format only, unless MSEDCL writes to them to give the Experience Certificate to their client in the desired format. They can give the certificate in the desired format only if we are the LOWEST BIDDERS. So, can we submit the Experience in standard format of the clients?	The minimum requirements for experience certificate are :- 1.) It should be on Employer's letter head 2.) It should cover all the required details as mentioned in the specified format. It will not be possible for MSEDCL to write to the Employers.
2		We had enquired with Municipal authorities about the Road-Reinstatement charges. The charges are to be paid in total before the start of the work. The amount is around 18 crores (minimum). As per the tender the contractor has to bare the charges and it will be refunded by MSEDCL later. It will be helpful if MSEDCL pays Road-Reinstatement directly to the Municipal authorities.	The Road Re-Instatement charges can be paid by a contractor for the section of the work undertaken and not for the entire contract works in the beginning itself. Your request for MSEDCL to pay these charges directly to the Municipal authorities cannot be accepted.
3		The Infra tenders are vast tenders and we are quoting for multiple tenders, so, we request you to extend the date of submission by atleast 15 days.	Can not be considered at this stage
M/s. Max Energy Pvt. Ltd vide letter nos. MEPL/MSEDCL/Infra/L-0095 and 0094 dated 21.06.2009			
1		Consideration of Financial Year for qualifying criteria. ► kindly consider last 3 financial year's as (i.e. F.Y. 2006 – 2007 , 2007 – 2008 , 2008 – 2009) This will enable inclusion of latest financial figures	FY 2008-09 shall be considered as the last year for Technical qualification. As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
2		Consideration of general & specific experience. ► Kindly consider a subsidiary company's specific experience as a experience of Holding company for the purpose of qualifying criteria and Holding and subsidiary company to be treated as a single entity for the purpose of JV	Experience of a subsidiary company/s as experience of holding company may be considered for the purpose of qualifying creteria only if the subsidiary company has merged into holding company with transfer of assets and liabilities and the subsidiary company has discontinued doing any business in its own name. In support of this the companies should submit agreement signed by both the parties on a non judicial stamp paper of Rs. 100 which is duly notarized.

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3	Capacitor Specification	Unlike in previous specification the capacitor bank has been changed to double star. Previous specification was single star with RVT and new specification is double star with NCT. While this is OK for 1200 & 2400 kvar banks (where the unit size is 242 kvar and has 6 and 12 units respectively) this is not valid for 3000 kvar where 15 units of 242 kvar capacitors are to be used. For double star the number of units should be in multiples of 6 (3 x 2). So for 3 MVAR the unit size should be changed from specified 242 kvar	The bidders are requested to quote as per the specifications provided in the biddig Documents.
4	Capacitor Specification	Page 6 indicates that the inrush current should be less than 100% of rated current where as in page 38 this is mentioned as 100 times the rated current. Clarity is required as to the limit of inrush current	----- do -----.
5	Capacitor Specification	The specifications for reactor (annexure E) in large 43 indicates that the reactors should be capable of carrying 16.6 times the rated current for 3 seconds. The standard is for 2 seconds. Also one has to establish that the 16.6 times current for 3 seconds will perform equally well for 100 times rated current	----- do -----.
6	Capacitor Specification	Since the bank is double star and the reactors are to be installed in the neutral side the number of reactors required will be 6 and not 3 as indeed in the specifications. The rated current, impedance, etc. as specified for reactors have to undergo a major change since this is double star	----- do -----.
7	Capacitor Specification	In our opinion the GTP of Capacitor and Reactors should need amendment. Kindly enlighten us on the above subject	----- do -----.
M/s. Bharat Electricals Pvt. Ltd vide letter nos. BECMPL/09/155 and 157 dated 14.06.2009 & 19.06.09 respectively.			
1	Volume-I i.e. Invitation for Bids, Clause No. 3 – (b)	it is quoted that the bidder should have an average annual financial turnover (30% of estimated cost of largest tender quoted for) during last three years i.e. 2005-06, 2006-07, 2007-08 , ending 31 st March 2008 for qualification. We would like to bring to your kind notice that the financial year 2008-09 is already over & balance sheet is also ready for the year 2008-09. As such it is requested your good self to allow to consider the average annual financial turnover during last three financial years i.e. 2006-07, 2007-08, 2008-09 instead of 2005-06, 2006-07, 2007-08 under Pre-qualification Criteria for individual bidder, while quoting for bids for the tenders.	FY 2008-09 shall be considered as the last year for Technical qualification. As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
2	Volume-I i.e. Invitation for Bids, Section –I, Clause No. 5.1 – (c) &(d),	it is quoted that the bidder should have 'General Experience' of execution of contract(s) (20% or 25% or 30% of estimated cost of largest tender quoted for) during last five financial years i.e. 2003-04 to 2007-08 , & 'Specific Experience' should have during last 7 years i.e. 2001-02 to 2007-08 for qualification. We would like to bring to your kind notice that the financial year 2008-09 is already over. As such it is requested your good self to allow to consider the 'General Experience' of execution of contract(s) during last five financial years i.e. 2004-05 to 2008-09 instead of 2003-04 to 2007-08 & 'Specific Experience' during last seven financial years i.e. 2002-03 to 2008-09 instead of 2001-02 to 2007-08 under Pre-qualification Criteria for individual bidder, while quoting for bids for the tenders	----- do -----.
M/s. ERA Infra Engineering Ltd vide letter no. ARKVVL/A001/2009-10/TECH/D/Common/10/52 dated Nil			
1	Specific Experience Claus No. 6.1 (d)	3 S/s and 100 Km of Line and 50 Nos. of DTC during last seven years till 2007-2008 The word " AND " may please be replaced by " OR ". Also the last year as 2008-2009 should be considered.	Request cannot be considered .

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2	Average Annual Turnover Claus No. 6.1 (b)	Turnover for last three years may be considered upto 08-09 instead of 07-08.	As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
3	Financial Strength of JV Partner Claus No. 6.3 (a .2)	Only financial strength of the combined entity should be considered rather than individual partners of a JV	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
4	Liability of JV Partner	The other JV Partner to execute the contract if the Lead Partner fails. Now as both the partners are jointly and severally responsible, hence this condition is not required and should be deleted.	Please refer to the modified Bid Documents being uploaded.
5	Payment Terms, Clause no. 9.1	Supplies:- 80% of the payment upon receipt of the material on site against supplies. 10% after done during the month. Balance 10% after completion of the same site /feeder.	Cannot be considered.
6	Clause no. 11, Performance Bank Guarantee for Major Equipments	Date of Final Taking Over shall be for individual Site/Feeder and not the entire project or tender.	Cannot be considered.
7	Section 5 Schedules, Experience Certificates.	The completion certificates or Performance certificates already issued from various clients should be considered for evaluation as it is difficult to collect such certificates from various clients for the works done during the last 7 years	Yes, provided the performance certificates are on the Employer's letter head and cover all the specified details.
8	GCC Section 6 Clause 8.6, Liquidated Damages for Delay	The Total limit for LD for delay shall be restricted to 5% of the amount of Balance work.	Cannot be considered.
9	Section 8 Parice Variation Formulae	The Base price should be calculated on 100% of the contract price for supply as there is no mobilization advance paid.	Cannot be considered.
10	Date Extension	Date of Bid Submission should be extended by atleast 1 month to enable us to submit competitive bids.	Cannot be considered at this stage.
M/s. Sterling Electro Enterprises Pvt. Ltd vide Email / letter no. Nil dated June 22, 2009.			
1	Road reinstatement charges	According to the conditions laid down in the body of the tender documents the contractor should pay the charges first and then claim re-imburement. But you are aware of the fact that the charges are very high, even several times more than the cost of the work itself .For example Mumbai corporation charges upto Rs-6000 per meter digging where as the cost of 300 sq mm cable cost only less than 2000.Hence the capital investment is three times high and we are not getting any return for our investment. Apparently this defies any logic of business and we feel it is unfair to impose such conditions on contractors. Alternatively if we load interest on the rates it will be higher and msedcl will be the eventual loser. On the contrary, your company and all the local self government bodies, being public utility concerns you can discuss with them and create a separate account with them by paying some initial deposit and replenishing the same by remitting amounts post-facto as and when such diggings are required. This will save a lot of expenditure	If the work is carried out in sections the amount of RI charges could be less.
2	In clause no 5.1(d) vol 1	it is seen that the min. Eligibility(experience) is common for all works irrespective of the quantum and nature of work. In fact the cost put to tender is Ranging from 22 C R to 100C R and hence for smaller works i.e. less than 50 C R this condition may be deleted	Request cannot be considered .

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3		The eligibility criteria for J V partners may also be deleted when the main partner is fulfilling all the conditions. This is because a main contractor takes a partner mainly because he is extra efficient in solving technical and local problems even though he may not be having very high financial capacity.	Please refer to the modified Bid Documents being uploaded.
4		It was stated that during today's pre-bid meeting site visits will also be arranged. But it was not arranged. It was not practical also. Hence we will have to do the same by contacting the individual nodal officers only to get familiar with site conditions	Noted
5		Hence the tender submission date i.e. 06/07/09 is too short will not do justice to evaluation process. Hence an extension of min 14 days more than the above date is requested	Can not be considered at this stage
6		It is also stated in the contract documents and the bar-chart that the B O Q should be freezed by jointly surveying the works as your co is doing emergency works for maintaining proper supply and changes in the envisaged works before two years are bound to undergo changes. In such senerio if scope of work gets reduced beyond 5% of the BOQ, you should provide alternate sites nearby to complete the quantity for which the local executive engineer should be empowered and bound.	MSEDCL shall examine, if possible, on case to case basis during the execution of contracts.
7		You will appreciate the fact that the period of this contract is 24 months during which atleast one central budget and state budget will be presented. Prices of steel, aluminium, Petroleum products etc are on the rise already. Hence if the materials are not purchased at the initial stage itself, all financial calculations will go wrong. Hence it is proposed that we will purchase the materials and store in our ware house or at any place as will be suggested by you against which 80% of the cost should be paid to us within 15 days of our bill.	Cannot be considered.
M/s. Shreem Capacitors Pvt. Ltd vide Email / letter no. PPL/MSEDCL/Infra Plan II-A/210609-06 dated June 23, 2009 and June 21, 2009.			
1	(Section 7: Condition of Particular Application):	Contract Price & Payment : a) 10% Advance against submission of equivalent B.G. b) 70% Payment against Supply of material which will be kept in your custody against submission of equivalent amount of B.G. c) 10% Payment for against completion of erection activities. d) Balance 10% Payment to be released after successfully commissioning of individual activities against submission of Performance Bank Guarantee.	Cannot be considered.
2		JV's total net worth, as set forth in sub-clause 6.1(h), is not less than 25% (twenty five percent) of the Estimated Cost of the Works for all the tenders being considered for award to that JV, taken together. Both Partners together shall satisfy at least 50% of the requirement of Net Worth.	There appears to be some error in your suggestion.
3		Minimum 50 Km of route length of 11kV or higher voltage lines and	Request cannot be considered .
4		Minimum 50 Nos. of Power Transformer / Station Transformer in addition to Distribution Transformer Centers (DTCs) of 11kV or higher voltage class and,	Request cannot be considered .
5		All the components of electrical works mentioned above should be in successful operation for at least one year This will bring the experienced electrical contractors who are having the vast experience in the Power & Distribution Network but not getting qualified simply due to the commercial conditions, will also bring healthy competition & it is in the interest of our Distribution Company from the economic point of view	Request cannot be considered .

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6		Experience of Installation of Power Transformer / Station Transformer shall also be considered for qualification along with Dist. Transformer.	Experience of Installation of Power Transformer is considered as a part of experience of installation of a S/s. Station Transformer can be considered as DTC.
M/s. BVG India Pvt. Ltd., Pune vide Email / letter no. Nil dated June 23, 2009.			
1	Clause No. 6.1 (a) of Volume I, Section I (Instructions to Bidders)	" Any partner in a JV should have at least 3 years experience as a PRIME CONTRACTOR in the construction of works of a similar nature and complexity to that required under this contract,...." We wish to have clarification regarding the words 'Prime Contractor'. Whether this means a firm/individual who has directly worked with MSEDCL or has worked with any other client in a turnkey contract.	Prime Contractor implies that the firm should have worked with any client as a main contractor and not as sub-contractor in executing a contract of similar complexity.
2		As stated by various representatives in the meeting, we also suggest that the financial conditions set forth for joint partner shall be revised. For ex. the conditions regarding Average Annual Turnover (10% of estimated cost), Net worth (20% of est.. cost), Assured Line of Credit (5% of estimated cost), etc. shall be revised	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3		The due date for bid submission shall be postponed by at least 3 weeks	Can not be considered at this stage
4		Also, as there are stringent quantity variation conditions, the price variation shall be on 100% value (i.e. 100% of estimated cost + rate quoted by the bidder). Also the 6 months cap for PV shall be reduced to 2 months, as the contracts are to be completed within 24 months, materials will be procured immediately.	Request cannot be considered .
5		Further, as stated in the Price Bid, MVAT of 4% is applicable on the supply materials. Whether this is applicable to only the bidder or it shall be applicable to suppliers of the bidder also? (as there is difference between VAT rates of various materials).	MVAT on Material supplied for MSEDCL has a cap of 4 %. The vendor selected by a contractor is required to consign the material in the name of MSEDCL, however in any case the MVAT reimbursement will be limited to 4% or to the rate applicable, if modified by GoM.
M/s. Bajaj Electricals Ltd., Mumbai vide Email / letter no. E&P-BU/09-10/INFRA-PLAN-IIA/040 dated June 22, 2009.			
1	Invitation For Bids:- Note 2: Road Reinstatement Charges	We have noted that the road reinstatement charges for road works in certain packages have to be paid by the contractors and later will be reimbursed by the Employer. Please note that the road reinstatement charges vary from division to division and is not known to us. We request that these official charges be paid by employer at actual directly to the authorities as this will save the time and unnecessary loading of prices in our offer.	If the work is carried out in sections the amount of RI charges could be less.
2	Volume-I, Section 1: Instructions To Bidders Qualification of the Bidder for Joint Venture Specific Experience:	The clause calls for Specific Experience to be fulfilled by any partner in a JV. Please clarify whether the Specific Experience can be fulfilled by both partners of the JV together or any one partner has to satisfy all the clauses alone.	Yes, both partners together can fulfill the requirement of specific experience.
3	Volume-II, Section 7: Part II: Conditions of Particular Application Liquidated Damages for Delays	In the event of delays attributable to contractors, the contractor will be liable to pay fees and any other claims of the PMC for the extended period. The charges shall be over and above the limit of LD as set out in the Appendix of Tender. Please clarify the amount of fees of the PMC that may be charged in the above event	The additional LD shall be 0.05 % of estimated cost of tender per month of delay, with limit of 1% of the estimated cost of tender.

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
4	Payment Schedule Clause 13, Sub-Clause 13.4	It will be difficult to run the project without any initial mobilization advances and also the 70% of material cost will be released only after commissioning of sections. The projects are high value projects and in the above condition the contractors will have to finance the project without any inflow. This will result in huge negative cash flows and running the project will not be viable. This will indirectly affect the progress of the project. We request you to kindly accept the general payment terms as proposed for majority of the REC financed projects like RE Works under RGGVY which are as under :	It cannot be considered
5		Ex-works price component of the equipment & materials shall be paid as below: (i) Advance Payment: Fifteen percent (15%) of the Ex-works price component shall be paid as an initial advance on presentation of the following: (a) Acceptance of the Letter of Award by the Contractor. (b) Contractor's detailed invoice. (c) An unconditional & irrevocable Bank Guarantee for the equivalent amount of advance. The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days beyond the actual date of successful completion of commissioning, as may be required under the Contract. (d) An unconditional & irrevocable Bank Guarantee for fifteen percent (15%) of the total Contract price towards Contract Performance Guarantee (CPG) The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period.	Can not be considered.
6		(ii) On shipment Seventy percent (70%) of the Ex-works price component shall be paid on successful completion of inspection and testing of the materials/items, and submission of documents indicated herein under: (a) Evidence of dispatch (R/R or receipted L/R). (b) Contractor's detailed invoice & packing list identifying contents of each shipment. (c) Insurance Policy/Certificate. (d) Manufacturer's/Contractor's Guarantee Certificate of Quality. (e) Material Dispatch Clearance Certificate (MDCC) for dispatch issued by the Employer's representative and the Contractor's factory inspection report. (f) Test certificate.	Can not be considered.

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7		<p>(iii) Final Payment The balance fifteen percent (15%) of the Ex-works price component shall be paid within sixty (60) days after successful commissioning of the transmission line/distribution transformer/service connections and issuance of Taking Over Certificate by Owner, whichever is later.</p>	Can not be considered.
8		<p>Erection Price Component shall be paid as below: (i) Advance Payment: An advance of 10% (ten) of the total erection price shall be paid as initial advance against (a) Submission of detailed invoice for advance payment. (b) Establishment of Contractor's site offices and certification by Engineer that satisfactory mobilization for erection exists. (c) Submission of an unconditional & irrevocable Bank Guarantee for the equivalent amount of advance The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days beyond the actual date of successful completion of commissioning, as may be required under the Contract. (d) Submission of an unconditional & irrevocable Bank Guarantee for fifteen percent (15%) of the total Contract price towards Contract Performance. The said Bank Guarantee shall be initially valid upto 90 (ninety) days after the expiry of warranty period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the contract.</p>	Can not be considered.
9		<p>ii) 80% (eighty percent) of the erection price component will be paid on progressive basis depending on the actual work done i.e. on completion of erection, testing and commissioning of the respective items and completion of village electrification of each village and on certification of the same by the Employer.</p>	Can not be considered
10		<p>iii) The balance 10% (ten percent) of the erection price component shall be paid within sixty (60) days after successful commissioning of the transmission line/distribution transformer/service connections and issuance of Taking Over Certificate by the owner</p>	Can not be considered.
11	<p>Volume-III, Section 8: Price Variation Formulae (Preamble to the Price Variation Formulae)</p>	<p>Base Price: The clause says that for the purpose of valuing price variations, the Base Price will be calculated based on 80% of the contract price for supply and delivery of material. As per above it appears that P0 in the Price variation formulae will be 80% of Ex-works price quoted for the items for which price variation is applicable. As per the payment terms there is no provision for advance payments as such 100% of the amount quoted in the schedule shall be taken as Base Price for price variation. Please confirm.</p>	No.

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
12	Dates for Application of Changes in Cost:	As per the clause no price variation will be applicable for the first six (6) months of the project. As clarified during the pre-bid, the cost estimate for the tender is based on Feb-2009 analysis. The prices during this month were on the lower side. The market demands are improving and the prices for material have started rising. It will take about 2 months to finalize the contract and further 6 months for which PV will not be applicable. As such the total duration from Feb-2009 will be almost 12 months. It will be difficult to hold firm prices for 12 months as we will be quoting in the current market scenario and the prices are certain to rise from here. We request you to kindly remove the condition of firm prices for six (6) months and make price variation applicable from the date of the tender submission.	The base date for PV will not be February 2009. It is defined in Volume II, Section 6, Sub Clauseno. 1.1.3.1. February 2009 cost data is considered only for estimation of tender costs. The condition of Firm prices for 6 months can not be modified.
13		We request to provide the soft copy of Price Schedule Format and Cost data's for the various packages in excel format for faster working.	Please depute your representative to our office with a blank CD or a Pendrive for this purpose
M/s. Electropath Services (India) Pvt. Ltd. vide letter no. NIL dated 19.06.2009			
1	Tendor Clause no 6	We have observed their has been changes in the conditions for award of single contract (ie clause no 6) in comparision to same clause for Infra Phase I and II.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
2		We would like to request you to continue withy the same terms and conditions for the clause no 6 as it was in Infra tender phase I and II. As in case of tenders in phase 2A are all pertaining to tenders which were not awarded in phase 1 & phase 2, and it is mete retendering of those tenders.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3		We would like to bring your notice their has to be no changes in the caluse with regards to eligibility to qualify for these tenders, hence all those bidders qualified for phase I & phase II should continue to qualify for phase II A.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
M/s. Sealwel Corporation vide letter no. NIL dated 18.06.2009			
1		The qualification requirement given in the present Bid document is the same to that given in the Bid No. CE(Dist)/Infra-Plan-II/Mumbai/08-09. It is presumed that as this Bid Document might have been prepared in March/April, 2009, by oversight, the same qualification given in the earlier Bid Document might have been retained in this Bid document also.	FY 2008-09 shall be considered as the last year for Technical qualification. As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
2		The audited accounts and Balance sheet for 2008-09 are ready with us. The latest financial position of the Bidder is more relevant for assessment of the Bidder's capability to perform the Contract.	----- do -----.
3		We request you to consider the financial turnover and experience of 2008-09 since it is more relevant for assessing the bidder capability instead of 2003-04 for qualifying the Bidder for this tender.	----- do -----.
M/s. Yog Industries Ltd. vide letter no. YIL/MSEDCL/09-10/ dated 22.06.2009			
1	Para 6.1(i) - For assured line of credit (ALOC)	Letter if ICICI Bank may please by cosidered.	Yes, provided it is in the format provided in the Bidding documents.
2	Para 19 -Bid security - 19.2 Bank Gurantee as applicable	May be allowed from ICICI Bank	----- do -----.
3		Submission of bids may please be extended for 15 days period.	Can not be considered at this stage.

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
M/s. ICSA (Inida) Ltd. vide letter no. ICSA/MSEDCL/INFRA IIA/2009/96 dated 22.06.2009			
1	Clause 5.1(c) and 5.3 (IV)	The clause 5.1 (c) is for award of single contract as such the wording of 'largest tender quoted for' is not correct in the clauses 5.1 @ I, II, III.	The stipulations of clauses 5.1 ('C) and 5.3 (IV) of Volume I section I are not contradictory. The reasons for using the wording of "largest tender quoted for" are given in sub-clause no. 5.1 ('j). The sub-clause 5.3 (a) IV is applicable for award of multiple contracts. Therefore the percentage stipulated in clause in 5.1 (c') has to be made applicable for sum of the
2		The clause 5.3(A) iv should read as follows: " General experience as per the requirements of Sub-clause 5.1 @ considering the estimated cost of largest tender being considered for award to that bidder."	
3		The present wording of the clause requires General experience in three orders equal to the total value of the Bids being awarded. This is rather stringent, unwarranted, meant for reducing competition.	
4	Clause 15.1 Volume II Section -6 Notice to correct	The milestones are signed as per schedule of activities mutually agreed. However, the contractor's activities like procurement of material, erection etc are dependent upon employer's activities like vendor approval, inspection, handing over of site etc. Hence adequate provision needs to be incorporated to suitably modify milestones if delay occurs in Employer's activities.	Interim penalties and penal actions for delay in completion of milestones will be applicable if the delay is attributable to the contractor.
5	Compensation to Contractor	The contractor's labor is required to sit idle due to delay in approvals, handing over of sites, Site clearances etc. In such cases the contractor is suitably compensated.	Request cannot be considered .
6	Quantity Variation and Freezing of scope	The clause 14.1 Vol II Section-6 ambiguously talks of quantity variation. There should be a limit to variation. It has been observed that in certain activities there has been reduction the scope to an extent of 50%. This adversely affects the contractor's plans and financial tie ups. The contractor should be suitably compensated under this situation.	Contractor is eligible to represent to the employer.
M/s. Engineering Projects (India) Ltd. vide letter no. MBI/MKT/B04 dated 19.06.2009			
1		Interest free mobilisation advance - 10% of contract value is to be paid as major portion of contract value is supply item and we have to pay advance to vendors for supply of these items.	cannot be considered.
2		Experience certificate as per format given in Vol I - whether completion certificate in other format will also be considered for qualification.	The minimum requirements for experience certificate are :- 1.) It should be on Employer's letter head 2.) It should cover all the required details as mentioned in the specified format. It will not be possible for MSEDCL to write to the Employers.
3		Whether drawing for sub-station construction work and routing at transmission line will be given by the department.	Standard layouts for S/s are given in the bidding documents. Contractor will have to prepare layouts and SLDs based on the site handed over by MSEDCL. For lines SLDs will be given showing tentative route and locations of distribution transformer centers.

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
4		Please clarify the scope of Civil Works.	Whatever civil work is required for construction of S/s. shall be in bidder's scope.
5		Kindly furnish list of vendors/Approved suppliers of materials with contact tel. nos and address.	Approved Vendor List will be handed over to successful bidders.
M/s. Kamalasha Infrastructure & Engineering Pvt. Ltd. vide letter no. NIL dated 22.06.2009			
1		Turnover of subsidiary company to be considered for bidding criteria.	Experience & Turnover of a subsidiary company/s as Experience & Turnover of holding company will be considered for the purpose of qualifying criteria only if the subsidiary company has merged into holding company with transfer of assets and liabilities and the subsidiary has discontinued doing any business in its own name. In support of this the companies should submit agreement signed by both the parties on a non judicial stamp paper of Rs. 100 which is duly notarized.
2		1+2 partner to be allowed instead of 1+1.	Cannot be considered.
M/s.Pratibha Electrical Engineers vide letter no. NIL dated 22.06.2009			
1	Clause no 6.1 (B)	Request to change the turnover clause : In case of companies whose accounts for the F. Y 2008-09 are audited they should be given an option to submit audited Balance sheet and Profit & Loss for 2008-09. So as to comply with clause of annual turnover to be 2008-09, 2007-08, 2006-07.	As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
2		40% of the estimated cost of the largest tender quoted for out of which each partner should have an average annual turnover of minimum 10% of the estimated cost of the largest tender.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3		Minimum share of joint partner should be changed to 10% of the 40% of estimated cost of largest tender quoted, same as the basis of net worth clause 6.1 (h).	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
M/s. Rudrantee Infrastructure Ltd. vide letter no. RIL/MAHATRANSCO/09-10 dated 22.06.2009			
1		Please allow 3 nos of agencies for joint ventures purpose as it is in previous tender.	Cannot be considered.
2		As mentioned in condition qualification for joint venture point 6.1.B, for turnover of both the joint venture member shall be considered combined. Turn over of both the joint venture members may please be considered 50% of the estimated cost of the largest tender quoted instead of bifurcated mentioned as each partner should have an average annual turnover of minimum 10% of the estimated cost.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3		As mention in prequalification criteria point 6.1 (h) - please consider required network 15% instead of 25% of the jointure partners together only, irrespective of the bifurcated network of the any partners.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
4		As mentioned in condition qualification point 6.1(i) regarding assured line of credit, please consider ALOC 25% as mentioned but please consider both for J. V together only, irrespective of the bifurcated ALOC percentage of any partners.	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.

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M/s. Unity Infra Projects Ltd. vide letter no. UIL/MAHADISCOM/TND/PB/09 dated 22.06.2009			
1		You have consider last three financial year as 2007-08, 2006-07, 2005-06 we request you to replace the same as 2008-09, 2007-08, 2006-07 as balance sheet for the year 2008-09 has already been finalized or atleast provisional certificate of the same is in place and also by the time tender will be opened six months of present financial over will be completed.	As regards Financial Qualifications the FY 2007-08 shall be the last year and FY 2008-09 shall be accepted only if a bidder submits copy of audited balance sheet for that year.
2		Eligibility Criteria - In regard to condition for award of more than one contract we request you to consider meeting financial conditions viz Average Annual Turnover in the last three years, Net Worth, Assured line of credit jointly by the JV partner as a whole in place of the specific conditions specified in clause 6.3.a (i), (ii), (iii).	Please refer to the reply given for question No. 13 of M/S Godrej & Boyce.
3		In case of bidder quoting for more than 5 packages it is requested that he may be permitted to deposit EMD for largest 5 packages quoted by him in view of maximum contract award condition of MSEDCL.	Cannot be considered.
4		Bid Security: Tender condition doesn't stipulate clearly as to who should prepare bid guarantees, we presume lead member of the joint venture can prepare the same, we request you to clarify the same.	Lead Partner in a JV has to submit the Bid security.
5		We assume that as per ITB clause no. 23.3 Soft (Electronic) format of only price proposal has to be submitted and not the technical proposal, please clarify the same.	Soft copy of Technical & Price proposals to be submitted
6		Please refer to your clause, page 12 of 24, 9-9.3 where in you have stated the a joint visit of the site along with prospective bidder will be conducted, please let us know when this proposed visit is scheduled. Also provide us with name and address of any competent authority to get our views and queries clarified till the submission date.	You have to contact the Zonal MSEDCL staff for the site visits. The nos. of the concerned SE(Infra) are available on MSEDCL website.
7		We request you to provide us a soft copy of BOQ of all the packages.	Yes, the same can be provided. You have to depute your representative to HO, Mumbai.
8		We request you to provide vendor list along with their correspondence addresses for supply of materials.	Approved Vendor List will be handed over to successful bidders.
9		We request you to provide detailed break up of cost of service @ 47.525 cost on material for Tender no 85, Section 13.	Detailed breakup of services cannot be given.
10		We request you to provide detailed break up cost of service @ 58.025 cost on material for Tender No 89, Section -13.	Detailed breakup of services cannot be given.
11		We request you to provide detailed break up cost of service @51.725 cost on material for Tender No. 76, Section 13.	Detailed breakup of services cannot be given.
M/s. SMS Infra Ltd., Nagpur vide Email / letter no. SMSIL/Infra Ph II (a)/Prebid/Mumbai/ 102 dated June 23, 2009.			
1		The mobilization advance to the tune of 10 % of the order value be paid against the Bank Guarantee of the equivalent amount at the prevailing rate interest of SBI to the contractor to mobilize the activities as paid in the contracts of RGGVY phase 10 or other contracts of MSEDCL	Can not be considered

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2		The Secured Advance against the materials procured by contractor for the project be paid for at least 60% cost of material procured on submission of Bank Guarantee of the amount of advance to be paid on this account as paid by the MSEDCL in case of other schemes. This will help contractors to maintain their cash flow for carrying out works effectively as the payment will be made on commissioning of the activities. Thus the amount invested in procurement of material of huge cost is paid to the Contractor after a period of about six months of investment as per the tender condition.	Can not be considered
3		In most of the cases sites /lands for the substations are not finalized by the MSEDCL at the time of quoting the tenders by contractors, thus we have to go according to the assumptions made by the MSEDCL which proves to be wrong when the site is allotted to contractors. Thus it is requested to make the payments of the items of land development and civil foundation works for substation and control room on actual basis at the standard rates given in tender worked out at the prevailing cost of components.	Can not be considered
4		The clause for variation of quantities be deleted and payment of work done be made on actual basis as the variation during the execution cannot be assessed at the time of quoting and rate cannot be assessed accordingly.	Cannot be considered.
5		It is seen that the profit to the tune of 5 % is considered in the tender cost data prepared by MSEDCL .The MSEDCL retains security deposit to the tune of 10 % of cost of work done from the RA bills which is released at the end of Two Years without any kind of interest on this amount. This shows that the retained amount covers the 5 % profit component as well as the 5 % of our investment. It is not understood if contractor has to keep his own money with MSEDCL then why for he will work. Under this condition rates quoted has to cover this aspect and thus the rates quoted shall obviously be more.	Noted
6		In this regards it is requested to make the provision of releasing the cash recovered against the Security deposit be paid against Bank Guarantee after every three months. This will provide cash flow to the contractor for carrying out his work	Can not be considered
M/s. Ashoka Buildcon Ltd., Nashik vide Email / letter no. dated June 22, 2009.			
1	Clause 16.4 Section 1, Volume I	There should not be any lump sum consideration for turn-key activities & payment has to be made as per price specified in the activity so as to meet the cost activity executed and meet the total cost of project.	Cannot be considered.
2	Clause 41.4 Section 1, Volume I	The Successful Bidder is already submitting 10% Performance Bank Guarantee for the period of 48 Month, It is suggested to take 1% amount Guarantee for the period of Next Three Years so as to meet the 60 Months period for Major Equipment. This Guarantee can be submitted before he expiry of above original PBG. There should not be any Guarantee in Part as per Handing over of each Section.	Stipulations of bidding document are clear and shall not modified.
3	Clause 4.2, 12.11 Section 4, Volume I	The Successful Bidder is already submitting 10% Performance Bank Guarantee for the period of 48 Month, It is suggested to take 1% amount Guarantee for the period of Next Three Years so as to meet the 60 Months period for Major Equipment.	----- do -----.
4	Clause 4.2, 12.11 Section 4, Volume I	The separate Security Deposit shall be of amount equal to 1% and should be required to be submitted before expiry of 10% Security Deposit submitted earlier.	----- do -----.
5	Clause 8.6, Section 4, Volume I	LD Should be same as per Incentive.	Can not be considered.
6	Clause 8.6, Section 4, Volume I	It is requested to delete the newly added part of clause of the document regarding amount receivable from Employer towards fees of employers representative for the delayed contract period.	The additional LD shall be 0.05 % of estimated cost of tender per month of delay, with limit of 1% of the estimated cost of tender.

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
7	Clause no. 5.2 & 6.2 (f) section 5.	It is requested to MSEDCL to issue us formats of forms mentioned here.	Please refer to the modified Bid Documents being uploaded.
8	Clause no. 14.1.4, section 6	The Quantity Variation shall be applicable to all Major or Minor items irrespective of category. Further Variation shall be made applicable if cost of Activity Changes by 2% rather than present limit of 5%.	Cannot be considered.
9	Annexure 1, section 6	It is requested to add energy meters, CT, PT's and Structural Steel in the Price variation eligible items as these are big Quantities in total Package. Also It is requested that MSEDCL should give the fix time frame for giving the complete scope for Capital and R & M work and care should be taken for the completion of 100% scope of tender as specified in the vol 5, because contractor is submitting performance security along with all insurances as per the total Awarded cost & scope of work given in Volume – 5, Because we are always submitting the offer on total Estimated Work.	Cannot be considered.
10	Clause 8.6, Section 4, Volume I	It is not possible to complete the work of Augmentation and Additional Power Transformers within Nine months from start of project looking to the complexity of site conditions and volume of job. Period for Augmentation of Sub stations & new substations work activities shall be kept up to 18 months instead of 9 months,	Only an indicative Milestone chart has been enclosed with the bidding documents. However for the final Milestone chart to be submitted by you should be prepared on the basis of time period required for actual works
11	Annexure 1.	It is requested to modify the indicative milestone chart shown in tender document by showing the completion of capital activities after 18 months & R & M activities like replacement of meters should be extended up to 24 months.	No. The final milestone chart is required to be prepared in consultation with the zonal Chief Engineers of MSEDCL and the PMC's.
12	Clause 18, section 4	It is requested to modify or delete the clause as due to Compulsion for getting the insurance policy, we may have to pay extra cost than market competitive ness rather than monopolistic Policy.	Please refer to the modified Bid Documents being uploaded.
13		Monopoly items such as wedge connector should be deleted from the scope of work. & the reduced cost of activities like DTC metering should be revised as per the earlier phase projects as current prices are not matching with market prices and will not be possible to meet the required specifications.	Request cannot be considered .
14		No where in the tender documents following information's are given: Required Details of Site locations and Bifurcations, Route Map and Single Line Diagram for Lines. Locations of Distribution Transformers. To understand the Project and to work out exact project cost it is necessary to have the Complete location details of New and Augmentation Substations, DTC's, Lines etc. and also present experience estimated Quantities and Surveyed Quantities are not matching and substantial reductions are observed.	Reasonable details can be obtained by contacting the concerned SE (Infra) and Zonal PMC. Final documents shall be given to the successful bidders.
15	Completion of Scope	At the time of Award of Contract MSEDCL is not clear about the locations, length of Lines, Fulfilling the Complete Scope of Work, the performance Bank Guarantee Shall be asked for exact executable Value and it is necessary to compensate the Contractor for loss of Scope.	If scope is reduced, the contract price shall also be reduced. In that case reduction in the value of performance BG shall be considered.
16	Payment Terms:	10% Advance Payment for Mobilization has to be given, as the same practice is followed through out the Country for such type of Projects. Because of this the Progress rate will increase which will benefit to MSEDCL only.	Request cannot be considered .
17	LD and Incentive Payments:	In tender LD is asked for 0.5% per week and maximum 10%, whereas Incentive is capped to only 2%, the Incentive shall also to be increased to 10%.	Request cannot be considered .

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Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
M/s. Vijai Electicals Ltd., Hyderabad vide Email / letter no. VEL/T&D/2009-10/Infra II A/1131 dated June 26, 2009.			
1	<u>SUB-STATIONS</u>	1. With reference to the activity schedule 0101A (Activity for 33/11kV, 1x5MVA S/S), Structural material for 33kV Isolators is not given. Kindly clarify whether it is to be considered as part of isolator supply or will there be any amendment.	Structure material to be considered as a part of isolator supply.
2		2. With reference to the activity schedule 0101A (Activity for 33/11kV, 1x5MVA S/S), For Lightning Arresters (for LV side of PTR) structural material is not covered in price schedule. Kindly clarify whether it is to be considered as part of lightning arrestors' supply or will there be any amendment	The required channels for mounting the LA s on 11 kV side should be considered and quoted accordingly.
3		3. Please provide Technical Specification (TS) for Bay marshalling kiosk.	Successful bidder to submit the GTP for approval.
4		4. With reference description of activity 5701, converting ID SS to OD, denomination is given as 1x5MVA at one place and 2x5MVA at another place in the same schedule. Whereas, material considered is suitable for conversion of 2x5MVA from ID to OD SS.	Consider the denomination as 2 X 5 MVA, without any change in the cost of the activity.
5		5. With reference to the activity schedule 0101A (Activity for 33/11kV, 5MVA S/S), sheet No.5, For 11kV Bus arrangement, 3sets (3x3Nos) of LA were covered. Please clarify whether this qty is 3Nos L.A's or 3x3Nos. There are L.A's given for Out going feeders in separate sheet. Kindly clarify why 3more sets are given for 11kv bus bars.	Please specify tender no. being referred.
6		6. With reference to the activity schedule 0204 (Augmentation of 1x3.15 MVA to 1x5MVA S/S), Structural material for 33kV Isolators (4Nos.) is not covered in the price schedule.	Structure material to be considered as a part of isolator supply.
7		7. With reference to the TS of DCDB, Incomer details for DCDB are not mentioned please specify.	Specification are being reviewed.
8		8. In 33kV LA Technical Specification, at one place it has been mentioned that insulating base & discharge counter are required but at another place it has been mentioned that these are not required. Please confirm your requirement clearly.	Bidder should quote including structure for isolators offered.
9		9. With reference to the activity schedule 0601(33kV feeder bay), Structural material for 33kV Isolators (2Nos) is not covered.	Structure material to be considered as a part of isolator supply.
10		10. With reference to the activity schedule 0603(11kV feeder bay), Structural material for 11kV Isolators (2Nos) is not covered.	Structure material to be considered as a part of isolator supply.
11		11. With reference to the activity No.1702 (Station type capacitor bank), Activity description has been mentioned as "Supply, Erection, Testing and Commissioning of 11 KV 1.56 MVAR Station Type Capacitor Bank with Switchgear". But in the price schedule switchgear material is not covered and capacity of bank is given as 0.6MVA instead of 1.56MVA. Please clarify.	Please specify tender no. being referred.
12		12. Please arrange the Technical Specification for 11kV OD bus coupler unit	Please specify the requirement of the 11 kV Bus coupler.
13	<u>CIVIL WORKS</u>	13. Please provide the average depth of filling at each Substation for estimation of foundations and site leveling (or) provide us the location schedules for all new Substations so as to estimate the depth of filling in each substation (or) provide unit rate for soil filling instead of lump sum rate.	Please contact concerned SE (Infra) of the respective zone.
14		14. Requirement of Culvert for new substation is not included in Technical Specification & Civil BOQ clarify whether they are required or not.	Whatever civil work is required for construction of S/s. shall be in bidder's scope.
15		15. Please Clarify whether proper drainage system for new substations is required or not.	Please contact concerned SE (Infra) of the respective zone.
16		16. Length of retaining wall is not mentioned in Civil BOQ, please provide the same.	Please contact concerned SE (Infra) of the respective zone.

INFRASTRUCTURE PLAN PHASE II A
Tender No. CE(Infra)/InfraPlan-II A /Mumbai/09-10

Queries Raised by the Bidders after Pre-Bid meeting held on June 22, 2009 and MSEDCL's Response

Sr. No	Tender Conditions	Queries Raised by the Bidders	MSEDCL's Response
17		17. In Tender No: 91 in Civil Works Schedules, Activity No: 0201A for foundation of 33KV VCB, the quantity given as 2.0 Cum. But the actual quantity of M-20 we are getting as per MSEDCL reference drawing is 4.0 Cum. The remaining items for foundation like, Bed concrete of PCC (1:4:8), Excavation, Reinforcement, Shuttering are also not considered in foundation rate. Please Clarify whether these items are to be included or not.	Bidder should consider the required qty. of material for foundation of 33 kV VCB and quote accordingly.
18		18. The width of WBM Road is given as 4M in Civil Schedules, but as per Technical Specification of Civil Works, clause No: 8.1.3, it is mentioned the width of WBM Road shall be 6M wide please clarify.	Please contact concerned SE (Infra) of the respective zone.
19		19. In Tender No. 92, 93, 94 & 95 for Foundation Works in 33KV Bus Extension, 33KV Feeder Bay, 11KV Feeder Bay concrete ratio is given as (1:4:8). Clarify whether these foundations shall be of PCC (1:4:8), or RCC as per clause No: 6.0 mentioned Design of Civil Works.	Please contact concerned SE (Infra) of the respective zone.
20	LINES	20. For 11 kV line with Weasel Conductor on 9 mtr. Poles Activity No. 0901, concreting ratio 1:4:8 is given in LS with rate 2850/-, whereas, for similar 11 kV line with Rabbit Conductor Activity No. 0908 concreting ratio 1:4:8 is given as 18 Cu mtr. Please clarify whether 11KV line PSC poles foundations are to be concreting or back filling with soil for sizes of conductor.	Bidder should carry out the work as per given activity schedule and requirement of local site condition.
21		21. Please clarify what is the mechanical load of disc insulator to be used for 11kv lines – whether 45KN or 70KN. In all lines' schedules, 70KN disc insulators are given. Whereas, in some DTRs' schedules, 45KN disc insulators are given. Generally, 70KN is used for Dog conductor or above sizes. We would like to have clarity on the type of insulators to be used for 11kv lines of various conductor sizes.	Please specify the tender no.
22		22. Total Qty of Activity No.1205 Pole mounted Distribution Transformer Sub-station 200 KVA, 11/0.433 kv is mentioned as 34 Kms. Please confirm the Unit and total Quantity.	The unit shall be Nos. instead of Kms.
23		23. As per Technical Specification (TS) of LTDB's, cable termination lugs suitable for 3 ½ core XLPE cable of different sizes in Incoming side and Outgoing side. Where as in DTR Activity schedules only single core L.T. XLPE cable is given with lesser sizes than that given in LTDB TS. Please confirm the Size & No. of core of XLPE Cable for Different DTRs.	The size and no. of core should be considered according to the DTC capacity requirement.
24		24. As per Activity No. 1210, 1211, 1604 sl.no.8 is mentioned as Strain Hardware for Dog 0.1 or Equalent AAAC. Where as for 11KV Line, it is mentioned, with Rabbit and Weasel conductor only. Please confirm the suitable size of Strain Hardware. Generally 45KN T&C is used for sizes up to 50 Sq. mm.	Strain Hardware shall be suitable for given 11 kV line configuration.
25		25. In Activity No.1210, 1211, 1604 11KV disc insulators are not covered. Whereas, strain hardware is given. Please clarify on requirement of disc insulators.	Disc Insulator to be considered.
26		26. In Activity No.1401, LT line, L.T. Shackle Insulator qty is 72 No's, L.T. Shackle hardware quantity is 96 Pairs. Normally both the quantity shall be same, Please clarify.	For Neutral conductor only Hardware is considered.
27	Bid Submission Date Extension	27. We request you to kindly extend the Bid Submission due date by 20 days to enable us to avail competitive price from the suppliers based on the clarifications received from you which needs time and to submit our competitive bid.	Cannot be considered at this stage.
M/s. KEC International Ltd., Gurgaon vide Email / letter no. KEC/Dist/EXT/MSEDCL/KD-0096/07-01/01 Dtd. 01.07.2009			
1	Bid submission Date Extension	We request you to kindly extend the Bid Submission due date by 4 weeks to enable us to avail competitive price from the suppliers based on the clarifications received from you which needs time and to submit our competitive bid.	Cannot be considered at this stage.