



(A Govt. of Maharashtra Undertaking)
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Office of the Chief Engineer (Special Project Department)
Maharashtra State Electricity Distribution Co. Ltd.
"Prakashgad", 5th Floor, Station Road, Bandra(E),
Mumbai-400 051.

No. CE(SPC)/Feeder Separation/2018-19/T-01 to T-11/ **19134**

Dtd. **08.07.2019**

ADDENDUM - 03

To,
All Prospective Bidders,
Registered on Mahavitaran E-tender portal

Name of Contract: Tender for Feeder Separation works in various Circles.

Tender No: CE/SPC/Feeder Separation/ T- 01 to T-11 dtd. 14.06.2019.

In Pursuant to subject Tenders for Feeder Separation works in various Circles viz: Buldhana, Nagpur Rural, Chandrapur, Gondia, Bhandara, Ahmednagar, Jalgaon, Baramati, Satara, Kolhapur and Sangli, the following modifications are made and shall form part of bidding document for this tender:

Section / Clause No.	Existing Clause	Revised Clause
Clause 3.5 of Section-1 (Instructions to Bidders)	MSEDCL reserves the right to assess the performance of the bidder based on the work carried out by them against MSEDCL tenders. In case of poor performance, MSEDCL reserves right to disqualify the bidder.	MSEDCL reserves the right to assess the performance of the bidder based on the work carried out by them against MSEDCL tenders. In case of poor performance, including but not limited to non-completion of project in time, termination, partial termination, etc, MSEDCL reserves right to disqualify the bidder.
Clause 23.1.2 of Section-1 (Instructions to Bidders)	The bidder shall submit, in a separate envelop, following documents in hard copies prior to the dead line for	The bidder shall submit, in a separate envelop, following documents in hard copies prior to 17.30 hrs. of last date of bid

Section / Clause No.	Existing Clause	Revised Clause
	<p>submission of bids:</p> <p>a) Copy of receipt of On-Line Payment made by the bidder against the Tender Fees and applicable GST.</p> <p>b) Bid security separate for each tender quoted for.</p> <p>c) Power of attorney in the name of the person authorized to sign tender documents.</p> <p>d) Copy of technical proposal.</p>	<p>submission:</p> <p>a) Copy of receipt of On-Line Payment made by the bidder against the Tender Fees and applicable GST.</p> <p>b) Bid security separate for each tender quoted for.</p> <p>c) Power of attorney in the name of the person authorized to sign tender documents.</p> <p>d)deleted.</p>
<p>Clause No. 1.6 (Communications) (c) of Section-2 (contract conditions)</p>	<p>All certificates, notices or written orders to be given to the Contractor by the Employer or the Employer's Representative, and all notices to be given to the Employer or to the Employer's Representative by the Contractor, shall either be delivered by hand against written acknowledgement of receipt, or be sent by email or one of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be only as stated in the Appendix to Tender. Communication done at any other address will not be considered for any action during the execution of the project or during the Defect Liability Period.</p>	<p>All certificates, notices or written orders to be given to the Contractor by the Employer or the Employer's Representative, and all notices to be given to the Employer or to the Employer's Representative by the Contractor, shall either be delivered by hand against written acknowledgement of receipt, or be sent by email or one of the agreed systems of electronic transmission. The address of Employer for the receipt of such communications is as below:</p> <p>The Chief Engineer (SPD) MSEDCL, 5th Floor, Prakashgad Bandra (East) - Pin-400051 Telephone: (022) 26478252 Extn. : 2231 Email:cesp.msedcl@gmail.com</p> <p>Communication done at any other address will not be considered for any action during</p>

Section / Clause No.	Existing Clause	Revised Clause
		the execution of the project or during the Defect Liability Period.
Clause No. 15.1 (Notice to correct) of Section-2 (contract conditions)	If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Employer's Representative may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time. MSEDCL shall issue Notice to Correct in case the progress is not as agreed. In case there is no marked improvement after two Notice to correct, the employer may issue termination / partial termination notice.	If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Employer's Representative may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time. MSEDCL shall issue Notice to Correct in case the progress is not as per agreed milestone for two consecutive months . In case there is no marked improvement after one Notice to correct, the employer may issue termination / partial termination notice as the case may be.
Clause No. 15.2 (h) of Section-2 (contract conditions)	If the Contractor: h) fails to achieve the agreed monthly milestones for a period of 3 consecutive months,	If the Contractor: h) fails to achieve the agreed monthly milestones for a period of 2 consecutive months ,
Clause No. 15.2 (Termination/Partial Termination) of Section-2 (contract conditions)	NIL	If the Contractor: i) fails to start the work execution within 3 months from date of LoA,"

Section / Clause No.	Existing Clause	Revised Clause
Clause No. 13.2 (Price Variation Applicable) (a) of Section-2 (contract conditions)	<p>a) General: The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labor, Equipment, Plant, Materials and other inputs to the Works by the addition or deduction of the amounts for the Major Plant and Equipment determined by the formulae prescribed in Section 7 “Price Variation Formulae”. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or any other clause in the contract, the contract price shall be deemed to include amounts to cover the cost of any such other rise or fall in costs.</p>	<p>a) General: The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labor, Equipment, Plant, Materials and other inputs to the Works by the addition or deduction of the amounts for the Major Plant and Equipment determined by the formulae prescribed in Section 7 “Price Variation Formulae”. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or any other clause in the contract, the contract price shall be deemed to include amounts to cover the cost of any such other rise or fall in costs. The Price Variation is applicable to Distribution Transformer, HT/LT Cables, Conductors, RSJ Poles, Steel Structure (fabrication), Feeder Breaker, Special Design Transformer, AB Switch.</p>
Section-6, 1 st paragraph of " FORM OF BID SECURITY "	<p>WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____, 2019, for supply, test, transport,</p>	<p>WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____, 2019, for supply, test, transport, construction, erection, testing</p>

Section / Clause No.	Existing Clause	Revised Clause
	<p>construction, erection, testing and commissioning of 11kV/22kV lines, distribution transformer centers of varying capacities, Providing of AB switches, HT line , providing meters & service connections works and other allied works, including a two year guarantee (defects liability) period, for works except transformers & meters and five years guarantee (defect liability) for transformers & meters under the FEEDER SEPARATION on a single point responsibility "indivisible full Turnkey" basis under bid package number Bid No: CE/SPC/Feeder Separation/T-_/2019-20 for works in --- Circle (hereinafter called "the Bid").</p>	<p>and commissioning of 11kV/22kV lines, distribution transformer centers of varying capacities, Providing of AB switches, HT line , providing meters & service connections works and other allied works, including a two year guarantee under the FEEDER SEPARATION on a single point responsibility "indivisible full Turnkey" basis under bid package number Bid No: CE/SPC/Feeder Separation / T- _/2019-20 for works in ---- Circle (hereinafter called "the Bid")</p>
<p>Clause 4 (Contract Commencement and Completion) of "Draft Contract Agreement" of Section-6 <u>in respect of Tender No. T-01, T-02, T-03, T-04, T-05, T-06, T-07, T-08 and T-09</u></p>	<p>The commencement date of the Contract shall be the <u>date of LOA issued by Chief Engineer MSEDCL Special Project</u>.The time stipulated for completion of works shall be the essence of the contract. The contract period of Works of "FEEDER SEPERATION and other allied works" shall be <u>12 (Twelve) months</u> from the Commencement Date. And further contract period for other allied works, including guarantee/defects liability shall be 2 (two) years from the date of commissioning of</p>	<p>The commencement date of the Contract shall be the <u>date of LOA issued by Chief Engineer MSEDCL Special Project</u>.The time stipulated for completion of works shall be the essence of the contract. The contract period of Works of "FEEDER SEPERATION and other allied works" shall be <u>18 (Eighteen) months</u> from the Commencement Date. And further contract period for other allied works, including guarantee/defects liability shall be 2 (two) years from the date of commissioning of useful section</p>

Section / Clause No.	Existing Clause	Revised Clause
	useful section for works & materials. The contractor shall so organize his resources and perform and complete the works within the aforesaid period.	for works & materials. The contractor shall so organize his resources and perform and complete the works within the aforesaid period.
Clause 8.8 (Limit for Interim Penalty/Liquidated Damages (IP/LD) for Delay) of Section-2	The limit for Interim Penalty/ liquidated Damages, for delay shall be 5.00% (Ten percent) for executed work and 10% for Non-executed work excluding GST and Provisional sum (if any). The total IP/LD will be limited upto 5% of the contract value for executed work and 10% of contract value for non-executed work.	The limit for Interim Penalty/ liquidated Damages, for delay shall be 5.00% (Five percent) for executed work and 10% for Non-executed work excluding GST and Provisional sum (if any). The total IP/LD will be limited upto 5% of the contract value for executed work and 10% of contract value for non-executed work.

Further, Section-4 (Activity Schedule) is amended as below:

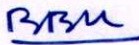
1) In Section-4 (Activity Schedule), Cost data of following Activities are corrected.:

- i. 6723 : 11 kV A.B. Switch 400 Amp with DP structure
- ii. 6723 R : 11 kV A.B. Switch 400 Amp with 4Pole structure
- iii. 6724 : 22 kV A.B. Switch with RSJ pole 110 X 116, 9 mtr DP with allied fabrications.
- iv. 830 : Pin type, 22 KV, AAAC 55 mm². conductor on 116 X 100 mm, 9 mtr long RSJ Poles
- v. 0908 : Cost data for 11 KV Single circuit Pin type with 55sq.mm AAAC lines on 100x116 mm 9 mtr PSC poles
- vi. 1218 : 11/0.4 KV, 25 KVA Dist. Transformer centers on RSJ, 100 X 116 mm, 9 mtr with Kitkat Dist box

- vii. 913 R : Laying of 11 kV 3 C 300 mm 2 XLPE UG Cable 100m
- viii. 0813 R : Laying of 22 kV 3 C 300 mm 2 XLPE UG Cable 100m
- ix. 6723 R1 : Major River Crossing 2no 4pole structure

2) In Section-4 , Price Schedules are revised. The revised total tender cost of 11 Circles will be Rs. 458.16 Cr. against present 459.14 Cr. Further, Clarifications to pre-bid queries is enclosed herewith as Annexure-I.

Please note that this '**ADDENDUM-03**' forms a part of the bidding document and a confirmation of its acceptance is to be submitted by signing copy of this Addendum as a part of Bidder's Technical Proposal.


**Chief Engineer,
Special Project Department
MSEDCL, Mumbai**

Pre-Bid Queries of Tender T-01 to T-11 under Feeder Separation Scheme

Sr. No.	Subject	Query	MSEDCL Clarification
1	Testing Page 63 of 1253	Pl confirm, Transformer will be inspected and tested at manufacturing works or 100% testing at site also will be carried out.	10% Transformer will be inspected at factory & 100% Transformer will be inspected at site.
2	Price Variation	Price variation shall be applicable on 1) Structural Material (Fabrication) 2) RSJ poles. 3) CT; Pl confirm and provide IEEMA formula for the same.	Please refer addenda - 3
3	Activity Schedule 0602, 0603, 1230, 1018	Loading on Tender estimate Amount is mentioned 26.525% instead of 37.025%. (Erection cost on material considered 5% instead of 15%); Pl confirm. Request to change accordingly.	As per cost data for FY 2019-20 of MSEDCL, the centages (loading) for the activities within substation is 26.525%; however, centages (loading) for the activities out of Substation is 37.025%
4	Activity Schedule 0813 R	Pl confirm, Total mentioned in Schedule-2. Request to change accordingly.	Activity Schedule / SOR in respect of 0813 R is revised. Please refer Addendum-03.
5	Activity Schedule 6723 R1	Pl confirm, Total Cost of Material mentioned in detailed SOR. Request to change accordingly.	Activity Schedule / SOR in respect of 6723 R1 is revised. Please refer Addendum-03.
6	Activity 6723, 6724, 6723 R, 6723 R1, 6724 R	Pl confirm, Aluminum Paint & Red Oxide Paint. Some of the activity paint is missing.	Aluminum Paint & Red Oxide Paint is included in sundries.
7	Activity No 603	Equipment Support Structure shall be MS.	As mentioned in Activity schedule
8	Activity No 603	Foundation Concreting shall be 1:4:8,	Foundation concreting ratio is 1:3:6
9	Activity No 0908	Concreting ratio under sr.no 18 mentioned 1:3:6 and under assumption it is mentioned 1:4:8, Pl confirm. Concreting 18 CMT shall be used for 18 Nos of Poles and 8 Nos of Stay set ,	Concreting ratio is 1:3:6. Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
10	Activity No 1219	Concreting and ratio not mentioned.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6. Concreting ratio is 1:3:6
11	Activity No 1220	Concreting and ratio not mentioned.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6. Concreting ratio is 1:3:6
12	Activity No 6723	Concreting ratio mentioned 1:3:6	Concreting ratio is 1:3:6
13		Qty mentioned 2 CMT to be used for 2 Nos of RSJ Poles and 4 Stay Sets.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
14		Earthing Set is not mentioned.	
15		GI Wire for Earthing is not mentioned.	
16		Stay Wire is Not mentioned.	
17		Fabrication Material to be used in this activity shall be Painted or Not.	Red Oxide and Aluminum Paint is included in sundries.
18		Pl add rate and qty of Red Oxide and Aluminum Paint in the Activity schedule.	
19	Activity No 6724	Concreting ratio mentioned 1:3:6 and it is in LS not in CMT.	Concreting ratio is 1:3:6 and its unit is to be considered as CMT. Please refer Addendum-03.
20		Qty mentioned 2 CMT to be used for 2 Nos of RSJ Poles and 4 Stay Sets.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
21		Fabrication Material to be used in this activity shall be Painted or Not.	Red Oxide and Aluminum Paint is included in sundries.
22		Pl add rate and qty of Red Oxide and Aluminum Paint in the Activity schedule.	
23	All Activity Schedules	Clamps for Danger Board and Barbed wire not considered.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6. Clamps for Danger Board are considered in sundries
24	All Activity Schedules	Provision for Hard rock pit excavation not considered, considering expenses towards drilling for hard rock excavation, we request to kindly keep provision for the same.	The bidder shall take all considerations before offering quote.
25	Price Adjustment	PV is applicable on Installation (Erection Portion) or not?	PV is not applicable on Installation (Erection Portion). Applicable only on material. Refer addenda - 03.
26	Payment Schedule	Balance 10 % shall be released after completion of 100% work and closure of project & after receipt of Work Completion Certificate.	Yes, 10 % shall be released after completion of 100% work and closure of project & after receipt of Work Completion Certificate.
27		We are interested to participate in your E-tender notice for feeder separation work in various circles. We have already purchased tender CE/SPC/Feeder separation/T-02/Nagpur rural circle by making necessary payment in online portal. Now we required qualifying data of Chandrapur circle for CE/SPC/Feeder Separation/T-03/Chandrapur circle to check our eligibility. Kindly mail us the detail scope/BOQ along with qualifying criteria.	The details are available in tender document.
28		In this reference please note that our bankers have refused to issue the Bank Guarantee to be submitted towards EMD in absence of details of your bank and IFSC code. Since these details have not been given in the NIT we request you to provide these details as without these details it is not possible to get the Bank Guarantee issued from our bankers. We therefore request you to please provide the above details so that we may also participate in the same.	Please refer Addendum-02

Sr. No.	Subject	Query	MSEDCL Clarification
29	Section 1 Instructions to Bidders 5. Qualification of the Bidder - For individual Bidder (Q-R)	We understand that Supply, Erection, Testing and Commissioning of <u>New/augmentation</u> and renovation 22 KV or 11 KV & LT Lines, New/11/0.4 KV or 22/0.4 KV Distribution Transformer centers & allied works. (i) In a single turnkey contract/work orders, at least 25% of the Transformer Capacity considered in proposed bid (i.e. Sum of KVA ratings of transformers proposed in the present bid) and 25% of length of lines considered in proposed bid (i.e. sum of 33/ 22 / 11 KV & LT lines proposed in the bid), OR (ii) In TWO turnkey contracts/work orders together equivalent to at least 30% of the Transformer Capacity considered in proposed bid and 30% of length of lines considered in proposed bid (i.e. sum of 33/ 22 / 11 KV & LT lines proposed in the bid), OR (iii) In THREE turnkey contracts/work orders together equivalent to at least 35% of the Transformer Capacity considered in proposed bid and 35% of length of lines considered in proposed bid (i.e. sum of 33/ 22 / 11 KV & LT lines proposed in the bid), In Other Words We Wish to Confirm From your good self that in order to qualify for the tender the quantum of work executed shall also include New/ augmentation and renovation of sum of 33/ 22 / 11 KV & LT lines Work instead of sum of 33/ 22 / 11 KV lines.	As per tender clause only.
30	Section 1 Instructions to Bidders 16.6 Payment Schedule	Kindly amend the terms & procedure of payment as 60% cost of all materials shall be paid on receipt of material at site. The payment made to the contractor shall be considered as a progressive payment against supply of material and that shall not be considered as an advance payment.	Payment Procedure as per tender documents.
31	19. Bid Security (EMD) & 16.4 Mobilization advance.	19. Bid Security (EMD) 19.2 The bid security shall, at the bidder's option, be in the form of a demand draft or an unconditional, irrevocable Bank Guarantee from any Nationalized / Scheduled Bank in favour of the Employer, payable at MUMBAI, as stated in the Bidding Data. The format of the Bank guarantee shall be in accordance with the sample form of bid security included in Section 3; other formats may be permitted, subject to the prior approval of the Employer. 16.4 Mobilization advance. a) Contractors will be eligible for mobilization advance equal or less than 10% of the contract value. MSEDCL shall release such advance against irrevocable valid bank guarantee of any Nationalized / Scheduled Commercial bank of equal amount We have our banker as Abhyudaya Co-Operative bank which is scheduled bank and having business of 20,000 crore. So will it be acceptable that shall we submit the bid security and mobilization advance in the form of bank guarantee of Abhyudaya Co op bank. We request you to clarify the same whether the bank guarantee (for bid security & BG against mobilization advance) of scheduled bank is acceptable to you.	The Bank Guarantee should be from Nationalized bank or Scheduled bank (as per RBI guidelines) and should be payable at Mumbai
32	Hard Copy submission	Kindly provide the address where to submit hard copies as per clause no. 23.1.2	As per Section-I ITB/ Clause No. 23.1.2, The envelope shall provide the name and address of the bidder, and shall be addressed to the Employer at the address designated in the Bidding Data. The Address is: The Chief Engineer (SPC) MSEDCL, 5th Floor, Prakashgad Bandra (East) - Pin-400051 Telephone: (022) 26478252 Extn. : 2231 Email:cedspc2@gmail.com
33	Activity No. 913 R	We presume that excavation for UG cable laying is in client scope. Separate item not given. Please clarify.	No, the BOQ is for complete scope of work including excavation, laying, backfilling etc as per standard practice.
34	Activity No. 913 R, sr. No. 6 Sand	Kindly confirm the unit and rate of Sand, as per tender sand rate is Rs.300.81/Cmt including erection.	As per tender cost data, Sand rate is Rs. 222/- per Cmt
35	Activity No. 908, sr. No. 8 Concreting ration 1:3:6	Kindly provide the PSC pole/RSJ Pole & HT Stay set concreting ratio. In activity schedule separate item is not given for PSC pole / RSJ Pole & HT Stay set concreting.	Concreting ratio is 1:3:6, Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
36		We presume that concreting for RSJ Pole and HT Stay set are in client scope. Separate item not given. Please clarify.	100% work is in bidder's scope including concreting. Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
37	813R	Sum of Cost of material of this activity is not match, please clarify.	Activity Schedule / SOR in respect of 0813 R will be revised.
38		In some activity schedules nut and bolt item is missing, please clarify.	Nut and bolts are considered in sundries.
39	Tender No.	For above subject tenders three different tender Nos. are showing in tender documents; please confirm that which one will be consider,	Read as "CE/SPC/Feeder Separation/ T- 09/Satara Circle"
40		In tender doc. page no. 1 of 1251- CE/SPC/Feeder Separation/ T- 09/ Satara Circle Version-2,	
41		Also page No. 142 of 1251 - CE/SPC/Feeder Separation/T-09/2019-20 and	
42		On E-portal - CE/SPC/Feeder Separation/ T- 09/ Satara Circle.	
43		Please provide the list of Banks to prepare the Bank Guarantee	The Bank Guarantee should be from Nationalized bank or Scheduled bank (as per RBI guidelines) and should be payable at Mumbai
44		Please provide the guidelines for online bid submission.	Please refer "Vendor E-tendering Process Manual" on following link https://etender.mahadiscom.in/eatApp/download
45	clause no-23.1.2 Page No-29	with respect to above subject in it is mentioned that the hard copy or following documents are mandatory 1) Copy of receipt of online payment made by bidder 2) Bid security: Earnest Money Deposited (EMD) 3) Power of Attorney 4) Copy of Technical Proposals In above we are ready to submit first 3 points. But We feel that 4th one is already submitting online and for hard copy, paper quantity required will be more and it is not an environment friendly act. So kindly through your guidelines on this matter It will be great if you to either remove this 4th condition in clause no-23.1.2 or grant us to rely on only online submission.	Hard copy of following documents is to be submitted (Please refer Addendum-03) 1) Copy of receipt of online payment made by bidder 2) Bid security: Original copy Earnest Money Deposited (EMD) 3) Original copy of Power of Attorney

Sr. No.	Subject	Query	MSEDCL Clarification
46	Time Period 18 months	Considering quantum of work time period for completion should be at least 2 years.	Time period will be as per tender documents only.
47	Payment terms	90% payment against commissioning. Please consider 60% payment against delivery of material at site. Which is applicable for IPDS & DDUGJY scheme.	Payment procedure will be as per tender documents only.
48	Turn Over	50% of estimated cost. Please consider 30% average turn over for the estimated cost. Which is applicable for IPDS & DDUGJY scheme.	Required Average Turnover will be as per tender documents only.
49	Useful section for billing	Please clarify the meaning of useful section to be consider for raising the invoices.	"Useful Section" means the complete separated and commissioned feeder along with transformers and L.T. lines. The feeder should be charged from the separate breaker in Sub-station. Partial useful section means the partially separated and commissioned feeder along with transformers and L.T. lines starting from the sub-station source.
50	Labour Cess	Please clarify wheather labour cess will be applicable extra on services.	Yes, Labour cess will be deducted from bill. Extra payment will not be made.
51	Feeder list	Please provide list of Feeders if possible.	-
52	Activity 908 11KV line	1) SPCP Considered on 9 mtr. PSC pole. The Electrical Inspector does not allowed SPCP on PSC pole, RSJ pole is required. 2) Considering the quantity of 11KV line. Quantity of transformers to be installed is very less.	SPCP on PSC pole is allowed
53	Activity 603 Feeder Bay	The rates consider for equipments foundations are of PCC as per site conditions & technical specifications the RCC foundations are required. Please consider the details measurements as per Civil tables & relese the payments accordingly.	As per Tender condition
54	Activity 1401A LT line	AAAC 55 sqmm conductor considered for phase & ACSR weasel is considered for neutral however wedge connector are consider as ANT to ANT & GNAT to GNAT. Please clarify.	The item rate for all is same. To be used as per site requirement
55	Activity 6723 AB Switch & DP structure	Stay sets & Stay wire are missing.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
56	Activity 913R 11KV Cable	Total amount for cable is taken for 100 mtrs only & all other associated material is consider for 1 KM & also quantity is in no. instaed of KM.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6. Please see addenda 03
57	Acivity 0923 R SPCP with 2 no. Pin type line	Activity to be clarify. RSJ pole considered 3 nos, V cross 2 no. & SPCP 2 stes.	Billing will be done on the basis of actual executed quantity of item in r/o said item specified in activity as per Section-I, clause no. 16.6.
58	Mobilization Advance	The interest rate for Mobilisation advance is given as 12% p.a. which is to be given against 100% Bank Gurantee. The B.G. expenditure is around 3% p.a. So the net advance cost comes to 12% + 3% = 15% per annum. It is requested to revise the interest rate to SBI base rate so that it is a viable cost.	As per Tender condition
59	Mobilization Advance	It is mentioned that the mobilisation advance is to be fully recovered in 9 months from LOA. It should be noted that it takes around 2-3 months to complete all formalities for the advance payment release(PBG submission, contract agreement, Advance BG submission & confirmation, payment processing time, etc.). So the net available period for mobilisation advance is 6 months. This does not help the agency for speeding up the project. It is requested to ament the clause to deduct the mobilisation advance on pro rata basis i.e. 10% recovery for each bill. As advance BG is available with MSEDCL, it is requested to not keep any time limit for full recovery.	As per Tender condition
60	90% payment	A feeder seperation work involves HT line, DTC & LT line. The HT line length is around 15-20 KM per feeder. Due to large length of HT line, many crossings (i.e. Highway, railway, forest, river, etc.) will be required. Due to this it is very difficult to totally complete the feeder in short period. Also there will be many ROW issues as the line is mostly passing through Gaathan areas. As per our experience, the seperation work gets completed in partial stages. Even in DDUGJY feeder seperation works there are guidelines to partially commission the feeders. Also the LT bifurcation works take a lot of time as the correct LT network map is not available at feild offices. Due to the above reasons, the direct 90% billing procedure for complete feeder is not practically helpful for maintaining the cash flow of agency. It is requested to provide interim relief to the agency by allowing 70% payment against completed portion of works. The balance 20% may be released after comissioning.	As per Tender condition
61	Running account bills	As per our experince the average bill amount of a complete feeder is Rs. 30 to 50 lacs which gets completed in 2-3 stages. The works will be divided in 4-5 divisions. It will not be possible to have a single RA bill of Rs. 1 crore. It is requested to remove the limits on no. of RA bills per month & the minimum RA bill amount. These limits will affect the cash flow of the project & will lead to slow work progress.	As per Tender condition
62	10% Retention	The retention amout available with MSEDCL will be 10%. The BG available for the project will be 5%. In the event of default by contractor the security available with MSEDCL will be 10% + 5% = 15%. All the deductions required (i.e. IP, LD, negative PV, etc.) will be recovered from the agency at the time of 90% bill itself. The retention amount witheld is on a higher side. It is requested to reduce the 10% retention amount to 5%. This will improve the cashflow of the project & help in fast progress of works.	As per Tender condition
63	10% LD for Non-executed work	Few activities & quantity considerd in tender may not be required as per field conditions. They will remain non-executed due to reasons not attributable to agency. In that case the LD may not be applicable. Please clarify.	Liquidated Damages is levied on delayed works or unexecuted works which is attributable to agency
64	The total IP/LD will be limited upto 5% of the contract value for executed work.	The wording 'executed work' needs to be defined. LD should not be recovered for works completed within stipulated time. The clause may please be modified to following: 'The total IP/LD will be limited upto 5% of the contract value for particular feeder billing unit. '	As per Tender condition

Sr. No.	Subject	Query	MSEDCL Clarification
65	Appendix-2: PRICE ADJUSTMENT	Is PV for AAC & AAC Conductor, LT & HT Cables, Switchgears, RSJ poles applicable?	Please refer Addendum-03
66	Contractual Period (Time for Completion)	This is a very scatterd work. The line lengths are also very large. The time required for completing of the works will be large. The completion period may please be revised to 24 months from 18 months.	As per Tender condition
67	MILESTONE CHART:	While preparing milestone chart after receipt of LOA it is understood from earlier project that there are stringent terms was given in tender document because of which we could not execute the work as per our own planning. Whereas we would like to request you that give us right to prepare milestone by assessing the scope of work particularly activity, area of work, statutory permissions etc., in the monitoring of MSEDCL's competent authority.	Milestone is prepared in consultation with agency but as per MSEDCL norms
68	GURANTEE PERIOD:	Guarantee period of the transformers and other major materials should be 2 years and it is to be considered from the date of commissioning of individual.	As per Tender condition
69	RETENTION:	As, it is Feeder separation works, the retention should be released after completion of feeder means irrespective of completion of project because it provoke us or help us financially for completing rest of the feeders in time.	As per Tender condition
70	BASE DATE FOR PRICE VARIATION CALCULATION:	As per bid specification base date for PV calculation is one month prior to technical bid opening. Whereas in most of the cases due to some unavoidable reasons bid submission date get extending for longer span and it will affect our internal working so we are requesting to your good offices for considering the base date for Price Variation Calculation is one month prior to LOA.	As per Tender condition
71	PAYMENT OF EXCESS QUANTITY:	As per bid specification there is a provision of payment of excess quantity with 10% billing but in most of the cases it was found that the quantity of excess materials and amount thereof is found huge so for smooth financial operations it should be released along with 90% payment and for the same quantity freezing to be done at the initial stage of contract.	As per Tender condition
72	NEGOTIATIONS:	It is came to know from our earlier experience that even after becoming L1 bidder there is a formalities in your office for further negotiations of quoted price with L1 bidder. In this connection we reiterate that every one quote their best competitive prices for winning the particular project so as per central vigilance committee guidelines there shall be no any negotiations with L1 bidder if quoted price will be below 20% in comfort zone area. It means it will not applicable for any naxal / terrorist affected areas and highly terrain areas where there is scarcity of any mode of communication.	MSEDCL doesn't do any negotiation. In case the L1 bidder offers revised rate same will be considered.
73	PENALTY /LD:	As per bid documents there is a provision for 10% LD on non executed works but there may be many constraints which cause delay in execution of works like ROW / Excess Scope than actual/ Statutory Clearances hence the LD/Penalty should be maximum 5% instead of 10% in any case.	As per Tender condition
74	INCENTIVE:	There is a provision of incentive maximum 3% on awarded value /works. Whereas it should be as per survey quantity or freezed scope and should be applicable for those who have completed entire works except ROW locations. Apart from that those agencies which are completed 75% of the works in stipulated time limit for them also if you will be able to offer incentive for some proportionate then it will be definitely provoke all for completion of project under stipulated time period.	As per Tender condition
75	MATERIAL ADVANCE:	There no any provision for advance in supply of materials, whereas in earlier tender there was a provision of 60% advance against material on producing equivalent amount of Bank Guarantee so we are requesting your good offices for implementation of the same so that financial cycle of agency will not be disturbed and it will provoke us for completing of project in time.	As per Tender condition
76	INTEREST ON MOBILIZATION ADVANCE:	There is a provision of interest on mobilization advance after 6 months of LOA but in this connection we request your good offices that there is a chance of delay in raising bill because of ROW and discrepancy of tit bit works hence to interest will be imposed after 50% of contract period and shall be as per SBI rates. For example if contract period is 18months then imposing of interest over the Mobilization Advance shall start from of 10th Month in case of non-receipt of bill on or before 9th month.	As per Tender condition
77	RESPONSIBILITY OF STATUTORY PERMISSIONS:	Due to ROW issues / delay in receipt of statutory permission from various Government entities shall not be contributed to agency because it is nowhere concerned with agency and concerned government bodies also not entertaining us in the case of statutory permission and ROW. Definitely we will assist MSEDCL for expediting the procedure.	As per Tender condition
78	TIME EXTENSION:	In case of delay attributable to MSEDCL time extension may be given with applicability of PV and without levying LD for the extended time period.	As per Tender condition
79	ASSRUED PAYMENT:	Due to any reason if payment get delayed like constraints of ERP, non-availability of competent authority for signing, non availability of fund etc., for which agency is not responsible and it definitely affect the progress of balance works hence there should be the provision of assurance for payment i.e., payment should be paid to the account of agency within 30 days after raising of bill at initial level i.e., at Asst. Engineer, Infra.	Not Applicable
80	ADHOC PAYMENT:	It is understood that project get delayed due to non-receipt of bills even after completion of particular activity in all respects because of non-completion of rectification of tit-bit minor points. In this case we would like to suggest you that release the payment by holding appropriate amount on adhoc basis against undertaking letter from concerned agency for rectification of discrepancies for concerned work which is to be billed.	As per Tender condition
81	ABOUT BAGGING OF PARTICULAR BID:	As per bid document one can participate in each and every bid but LOA will be issued to maximum 3nos of works. In this case please clarify that if someone quoting for 4 to 5 bids independently and rest of bids participated through consortium/ Joint Venture with other bidder in which concerned agency is not a leading agency in such case of combination, is it possible to treat as a different entity and if both agencies got more than 6 No. of tenders cumulatively then is it possible to award 3 Nos of tenders to each it means for individual bidder 3Nos and for Consortium /Joint Venture bidder 3 Nos.	Not Permitted

Sr. No.	Subject	Query	MSEDCL Clarification
82	Transformer Energy Efficiency level	In specification of distribution transformers, details are provided of all energy efficiency levels i.e., star 1, star 2, star 3 etc. But in activity schedule of distribution transformer, no specific energy efficiency level mentioned. It means there is no specific requirement. The requirement of energy efficiency level may kindly be informed.	BEE Level-2.