
Date : 24-11-2022

Clarifications to the Pre-Bid Queries for RDSS Loss Reduction Tenders

Tenders are published for the Development of Distribution infrastructure of MSEDCL, Maharashtra state under Revamped Distribution Sector Scheme (RDSS) under various Circles / Zones of MSEDCL on e-tendering portal of MSEDCL.

The Pre Bid meetings against various tenders were held through Video Conference, also the meeting of various Prospective Bidders was also conducted at Corporate Office, Mumbai on 03.11.2022 to discuss & highlight the Scope & Eligibility Criterias of the Tenders.

Various Prospective Bidders submitted their queries regarding various aspects of Tender Documents.

The Clarifications to the various queries raised by the prospective bidders are attached herewith.

Sd/-
Chief Engineer (Distribution)

Bid Document related Queries

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
1	General	Kindly confirm whether the estimated cost is inclusive of GST or not	Existing price was including GST ,however revised estimated cost updated on e-tendering portal is excluding GST
2	<u>Clause- GCC 27.1, Part-III :</u> Galvanization of metallic structure: All Metallic structures & fabricated items excluding metallic supports (Steel tubular poles/H-Beam) must be galvanized	As per the BOQ, the line structure are of MS type whereas as per the said clause, they are to be galvanized. Kindly clarify whether galvanization of line structure excluding Steel tubular pole/H-beam are to be galvanized or not.	For Tender Nos(T-13,T-19& T-25) galvanized metallic structure is applicable. For other tenders MS type structure is applicable
3	<u>Part 1 Clause No- ITB 32.1(f) :</u> Life cycle costs: the projected operating and maintenance costs during the life of the Plant, goods or equipment : YES	We understand that during operation and maintenance period, manning is not be done. Kindly clarify	The clause is revised and to be read as "Life cycle costs: the projected operating and maintenance costs during the life of the Plant, goods or equipment : NO"
4	<u>Part -2 : Clause No- 4.1.6 :</u> The Contractor should set up at least one testing laboratory under this contract for testing the materials received at site from its subcontractors/ vendors/ manufacturers etc. The testing laboratory thus setup, should have the facility for carrying out basic tests to ascertain the quality of the following equipments/materials	The field tests to be conducted in the Field test laboratory should be clearly defined	Facility for routine test for the respective material to be available at field test laboratory
5	<u>Part -2 : Clause No- 4.4 :</u> In case of failures in testing d) Apart from the above, in case of default by vendors/manufacturers, Contractor shall also be penalized based on the no. of materials/lots get rejected as per below table:% Penalty imposed on contract price	The Penalty on account of rejection of material as per the said clause is very high. Moreover penalty should be on the proportionate contract value, clarity needs to be there for ascertaining penalty. The word contract price as mentioned in the clause is ambiguous.	Bid Document condition prevails
6	<u>Part -2 : Clause No- 4.4.2 :</u> In case of defects found during Field inspection The corresponding penalties to be imposed has been captured below:% Penalty imposed of contract cost	The Penalty on account of respective defects found during Field inspection is not capturing any quantitative measure. Moreover penalty should be on the proportionate contract value, clarity needs to be there on ascertaining penalty. The word contract price as mentioned in the clause is ambiguous.	Bid Document condition prevails

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
7	<u>Part -2 , Clause No- 4.1.6 (5.e,f,g) :</u> In cases, where pre-dispatch and factory test results/NABL accredited lab test report are found mismatched with tests results on the sample picked from field; actions shall be taken against willful defaulted manufacturer and turnkey contractor or both.	The said clause doesn't define the acceptable limit of mismatch. Kindly confirm wrt tolerance limits.be maintained during operation & maintenance period	The test result at both locations shall meet the parameters as mentioned in material specification
8	<u>Part-3, GCC Clause No- 35.2 :</u> Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.However the Employer"s decision in this regard shall be final and binding	We seek that such decision of the Employer shall not be final/conclusive. If there is disagreement on the decision taken by the Employer, Contract shall be entitled to refer the decision/disagreement to the dispute resolution mechanism in the contract	Bid Document condition prevails
9	<u>Part-3, GCC Clause No- 37.1 (d) :</u> strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague	We understand that epidemics, pandemics and lockdowns mandated by the government are also deemed as force majeure events and such events are also included in the definition provided in this clause. Please confirm	Bid Document clause GCC 37.1 & 37.2 is self explanatory
10	<u>Part-3, GCC Clause No-42.1.1 :</u> The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1	We seek that the notice for termination at Employer's convenience shall be atleast 45 days.	Bid Document condition prevails
11	<u>Part-3, GCC Clasue No- 42.3.1 :</u>	We seek that the Contractor shall also have the right to terminate the Contract for the circumstances of Employer's default listed in GCC 41.2 (a) and (b).	Bid Document condition prevails
12	<u>Part-3, GCC Clause No- 45.2 :</u> Disputes shall be settled through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law	Please clarify if the dispute resolution mechanism is conciliation or arbitration or both successively.	Bid Document condition GCC 45.1 & 45.2 is self explanatory

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
13	<u>Part-3, GCC Clause No- 7.3 :</u> 2 % spare part of Supply part required for operation & maintenance as per approved MSEDCL specification	Kindly provide a separate line item with quantity for the spares to	2% of Transformer oil/HRC fuses/KITKAT/MCCB to be provided . Also any other item specified in material specification shall be provided
14	<u>Part-3, Assessing Capacity of Bidder :</u> Value of existing commitments & ongoing works for which LOI/LOA have been issued (to be certified by the Company Secretary / whole-time Director / CEO of the bidder) plus commitments on account of any L1 declaration as part of the DISCOM tender opening	Kindly confirm whether the existing commitments certified by the authorized signatory of bid holding the Power of Attorney/CA is acceptable or not.	Bid Document condition prevails
15		Time of completion of work will be calculated from the date of finalizing and approval of total/complete freezing of scope of work.	Date of LOA will be considered as start of work as per Bid Document
16	<u>Part-3, GCC Clause No-27.8 :</u>	The extension of Defect Liability Period, in aggregate, shall, not exceed 5 (five) years. Should be change to 12 months	Please Refer GCC clause 27.8 & 27.8.1 of Part-III of Bid document which is self explanatory
17		Phase wise project closure of project to be implemented	Project closer will be after completion of entire project awarded to respective agencies.
18		If any bidder is quoting more than one project, please clarify that technical and financial qualification criteria will be evaluated separately or combined.	Technical & financial evaluation will be done separately however Bid capacity assessment will be done as per mechanism specified in Bid document
19	<u>Part-2, Clause No-8.3 :</u> The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning and operation of the equipment including the Electrical Inspector. Necessary fee to perform these works shall be paid by Employer.	All Statutory Approval & charges like road restoration, railway crossing clearance etc. are your scope. Please Conform	Bid Document condition clause 8.3 of Part-2 is self explanatory. The necessary amount shall be paid by the successful bidder and same will be reimbursed by employer.
20	General	Whether there is any limitation regarding no of awards to be allotted to a single bidder and whether same credential can be submitted for more than one package. Please clarify.	Limitation as per Bid capacity assessment.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
21	<u>Part-1, Clause No-18.4 :</u> The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security	Requested to release EMD BG's after finalization of price Bid without connecting it with the issue of LOA to L1 Party	As per Clause No-18.4, Part-1 of Bid Document EMD BG will be released as per Bid document condition i.e after finalization of LOA
22	<u>Part-2, Clause No-1.6 :</u> If forest clearance is envisaged for execution of work, clearance of forest department shall be arranged by the Contractor through the Project Manager.Contractor.	ROW, Forrest clearance and its statutory payment details not provided in SBD.	Bid document condition clause 1.6 is self explanatory. The necessary amount shall be paid by the successful bidder and same will be reimbursed by employer.
23		After completion of project balance material taken over or not please confirm.	After completion of project , the agency has to reconcile the material & the balance material shall be taken back by the contractor
24	Part-2, Clause No-11 :	Devaluated Materials where to hand over, whether it is nearest Department store or Central store please confirm.	As per Bid document devaluated materials to credited to nearest MSEDCL divisional store
25	Part-3, Clause No-3.2 of Progressive payment	Not Link up with 10 % Release amount, For update Asset information in the GIS platform. Because old GIS mapping not working properly.	As per Bid document Part-3,Clause No- 3.2 of Progressive payment, 10% payment of erection part will be release after asset updation in GIS portal provided by Nodal agency.
26		Line Clearance Schedule to be provide for Mobilize of Manpower as per schedule.	Requisite clearance should be provided as and when required.
27		Soil Information Not provided in SBD whether it was hard rock, soft soil kindly confirm.	Site survey is in the scope of bidder.
28		For Existing 11 Meter & 13 Meter Poles, as per the Schedule given in BOQ 8Mtr and 9Mtr PSC pole and 9 Mtr RSJ Pole provided, if situation demands you will be allowed to required length of the pole as per requirement, and cost of the Poles will be paid by mutual understanding or as per market value.	Generally the work to be executed as per BOQ. In exceptional case works to be carried out by using different size of pole, payment shall be made as per MSEDCL cost data RDSS scheme

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
29	<p><u>Part-1, Clause No-18.7 :</u> The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid.</p>	<p>It is mentioned that the names of JV partners need to be added in the bid security EMD B.G. and Performance B.G. But banks do not issue B.G.'s in the name of all JV partners included. Therefore, we request your good self to change the clause so that the B.G. can be submitted by any partner (excluding the name of other JV partners within the B.G.)</p>	<p>Bid Document condition prevails</p>
30		<p>There are 2 formats for bid security EMD B.G. (Part- 1, Bidding Procedures & Requirements- Form 3B and Part-3: Conditions of Contract and Contract Forms-2. Bid security Form). You are requested to please clarify the correct format to be used for opening of B.G.</p>	<p>Part-3, Condition of contract Forms-2 to be submitted along with Bid.</p>
31		<p>It is clear from the tender documents that the Bid validity is to be 180 days from the date of Opening of Technical Part of the Bid. In Part-3: Conditions of Contract and Contract Forms-2. Bid security Form it is mentioned that the bid security validity will remain in full force for 30 days after the period of bid validity. But at Part 1-Bidding Procedures and Requirements- 18. Bid Security/Bid Securing Declaration 18.2 it is mentioned the bid security shall be valid for ninety 90 days beyond original validity period of the bid. Also, you are kindly requested to please specify claim period is it is a requirement of banks, otherwise unnecessarily bank charges commission for 1 year (claim period) which is loaded in the tender cost.</p>	<p>As per Bid security form No-2, Part-III, Bid security shall be valid for 30 days beyond the validity period of the bid.</p>
32	<p>Part-1, clause No- 2.2.3 :</p>	<p>Any bank does not specifically provide earmarking of facilities for specific works. The sanction of facilities are as a whole and the customer (i.e. bidder in this case) is responsible for utilization of the same responsibly. Also, it is not clear Liquid Assets evidence is to be submitted at the time of submission of bid or after the bidder is declared L1.</p>	<p>AS per clause no-2.2.3 of Part-I, 2.2.3. Bidder must have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than 10% of the estimated cost of the project and the Banker should confirm that the Credit facility is earmarked for the Works specified under Bid on receipt of the Bid</p>

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
33	Part-1, Clause No-2.1 : Technical Qualification Requirement	<p>After Infra II scheme in 2013 and due to Covid, in the last 3 years, MSEDCL or any Government utility have not published/issued tenders amounting to Rs. 100 Cr and above. Therefore, it is difficult for many bidders to qualify in the qualification requirement of "70%, 40%, 30%" of the RDSS estimated amounts which are majorly more than Rs. 125 Crs. and above. Therefore, we humbly request your good self for the following changes</p> <p>a) To consider past experience of 10 years.</p> <p>b) To change the qualification criteria to 25% (single tender), 30% (two tender) and 35% (three tenders) of the estimated cost as in case of Infra II, IPDS, DDUGJY, RADPRP schemes which were also funded by central government.</p>	Bid Document condition prevails
34		<p>The tender estimated amounts are including GST but our turnover values are excluding GST. Therefore, straight away the assessing capacity of the bidder is lessened by 18% (i.e. GST Amount). Therefore, you are requested to please consider the estimated amount without GST while calculating the Assessing capacity of the bidder. Also, we are unnecessarily issuing EMD B.G. on the amount of GST as well which is unnecessarily being loaded in our bid and as we have to quote bid without GST.</p>	The revised amount of Tender cost excluding GST and EMD is updated on e-tendering Portal

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
35	Part-3 : Assessing Capacity of the bidder:	a) While calculating Bidding capacity it is mentioned to consider N (No. of years) as 3 for standardization. But the No. of years for completion of RDSS tenders are 2 years. Therefore, you are requested to please clarify which value of N is to be considered.	As per Bid document for standardization for assessing capacity of bidder value of N shall be taken as 3.
36		b) In the value of existing commitments for ongoing works we feel that only the balance work value (i.e. amount of which billing is balance) should be considered instead of whole value of the contract. Eg. Tender value is 15 Crs and billing is done for 12 Crs then only 3 Crs should be considered as existing commitment.	The unexecuted/completed but non-commissioned /unbilled work of ongoing orders will be considered as existing commitment
37		The payment procedure i.e. the flow of bill whether from division, circle, audit etc is to be mentioned and exact procedure needs to be given including the roles, time period of each personal involved.	The flow of bill procedure will be incorporated in the contract agreement
38	Part-3, Clause No-2 of Progressive payment	We request to provide option of either 60% material advance or direct 90% payment of material and service against commissioning of work done.	AS per Bid document clause No-2, Part-III, progressive payment is applicable
39		We request you to please keep the retention component up to 5% as the estimated amount being huge.	AS per Bid document clause No-2, Part-III, progressive payment is applicable. Bid Document condition prevails
40		Will the billing be done on as per actual quantities limited to the tender BOQ quantities.	Yes

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
41	Part-3, Appendix-1	<p>In Part-3: Conditions of Contract and Contract Forms, Appendix-1: TERMS AND PROCEDURES OF PAYMENT, point 1, it is mentioned "Billable Items" are worked out and attached to Price Schedule. Items otherwise required for completion of work but not listed in the Price Schedule shall also be in the scope of the Contractor. The costs of such "Non- billable Items" is deemed to be included in the quoted price of "Billable Items" by the bidder in the Price Schedule The payment shall be made on billable item wise basis only as indicated in Price Schedule." Sir, it is not possible to predict and consider all the NON BOQ/extra material which will be required on site at the time of execution due to such huge quantum of work. Therefore, as is normal case with MSEDCL tenders, you are requested to please make payment of extra/ NON BOQ items utilized for successful completion of work after approval of freezing by competent authority.</p>	<p>For extra/Non-BOQ items, Payment shall be made as per MSEDCL cost data of RDSS scheme</p>
42		<p>In case of 60% advance payment return delivery, there is a loss of Rs. 3.24 per Rs. 100 sale</p>	<p>Material should be returned considering prevailing rules, regulations and taxation etc.</p>
43	Part-3, Clause No-27.8 :	<p>You are requested to please clarify the defect liability period and major material guarantee period if any to avoid confusion/ambiguity after receipt of tender. You are also requested to please clarify latent defects quantity to erase any ambiguity. Also the date of defect liability period should commence from date of commissioning of individual equipment/site/location.</p>	<p>Defect liability period shall be 2 years from the date of commissioning.</p>

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
44	<p>Part-3, GCC Clause No- 7.3 :</p> <p>2 % spare part of Supply part required for operation & maintenance as per approved MSEDCL specification</p>	<p>In Part-3: Conditions of Contract and Contract Forms, GCC 7.3, it is mentioned that “2% spare part of Supply part for operation & maintenance as per approved MSEDCL specification”. This creates ambiguity whether spares for all materials are to be given. You are kindly requested to please clarify the same.</p>	<p>2% of Transformer oil/HRC fuses/KITKAT/MCCB to be provided . Also any other item specified in material specification shall be provided</p>
45	<p>Part-3, GCC Clause No-23.1</p>	<p>In GCC 23, 1) Category-A, b) It is mentioned “In addition, Employer shall also ensure that for major materials as discussed above, samples from 1st lot and one other lot randomly selected by the Employer shall be directly sent to NABL accredited test labs for third party testing.” Sir, the GTP of materials are only approved after submission of type tests by the manufacturer and the same material is inspected by MSEDCL authorities at the manufacturer’s premises. Therefore, this procedure seems to be redundant and will unnecessarily increase the time and cost for completion of project.</p>	<p>Bid Document condition prevails</p>
46		<p>In tender document cost data, MSEDCL has arrived total estimated cost of T-13 Tender is 163.58 crores but cost data not available therefore if possible we requested you to share the cost data for better quoting of price Bid.</p>	<p>In the price schedule, reasonable rates to be quoted by the Bidder</p>
47		<p>Above activities are to be executed only on staggering days & outages/shutdowns are provided normally once in a week in Vasai & Palghar Circle under Kalyan zone.i.e 104 days are workable as per tender completion period of 2 years. Hence any arrangement is made for getting daily shutdown to execute such activities on daily basis for getting target achievements?</p>	<p>Project to be planned & executed accordingly as every work does not involve shutdown of HT line</p>

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
48	<u>Part-1, Clause No-2.1 :</u> Technical Qualification Requirement	As mentioned in the tender clause no.2.1.3 for technical requirement experience in execution of 33 kv Substation , HT/LT panel ,HT/LT cables in corporate private sector are countable for qualifying requirement or not?	As per Bid document clause no 2.1.3 of Part-I, experience in following will be considered 1)Electrical Transmission sector 2) Sub-transmission sector 3) Electrical distribution sector
49	<u>Part-1, Clause No-2.1 :</u> Technical Qualification Requirement	As mentioned in the tender clause no.2.1.1 does the work completed with the MSEDCL in the year Nov 2015-16 is valid for qualifying requirements or not?	As per Bidding document clause no-2.1 of Part-I , bidder shall meet the minimum criteria in past 7 years (up to last completed financial year)
50		For this tender the price bids to be submitted item wise and separate for supply and services cost and not on % basis as usual. Moreover under this tender there are many activities with lot of material for getting competitive rate for each material much time period is required.	Please refer to the ammended version of the tender
51		For the Distruibution Transformers specification of all level such as L1-L2 is given in the tender document . But of what level of Distribution Transformer required for this project work is not made clearand for this resaon cost of Distribution Transformer is held up.	As per latest amedment of IS 1180, the existing BEE Level-1(star 1) shall be consider.
52		From the ITB Clause no 11.3,21 and given clarification in Bid Data Sheet(BDS) on Page no. 62 of 4229 it is not clear whether some hard copies of the documents including Bid Security in the form of Bank Guarantee are to be submitted before deadline for submission of Bids.	All the relavent document are to be uploaded online along with EMD. Also hard copy of EMD is to be submitted before the deadline of submission of Bid

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
53	Part-1, Clause No-2.1 : Technical Qualification Requirement	During the 1st 2 years execution of new tenders works was practically stopped on account of Coronavirus Pandemic which is also declared as "Natural Calamity" by the Central Government moreover MSEDCL floated tenders IPDS & DDUGJY schemes 5 years ago were having marginally small estimated cost and therefore though we have executed and completed many tenders to be precise 6 nos., they are cannot be considered for technical and commercial qualification for the present RDSS tenders.	Bid Document condition of Prequalification requirement prevails.
54	<u>Part-3, Clause No-13.3.3 :</u> The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 27	Performance security: The validity 180 days beyond the defect liability period, it shall be 30 days beyond the defect liability period because neither it is beneficial to MSEDCL nor to EPC however it is benefit directly pass on to banker who is neither sharing to MSEDCL not to EPC.	Bid Document condition prevails.
55	GCC 27.2 & Contract part III clause no 27.2	Defect liability period : As per GCC 27.8, the contractors liability for latent defects warranty shall be limited to 5 years reckoned from the end of defect liability period including extension thereof. In this context, as per condition of contract and contract forms Part -III clause no 27.2 there is provision of defect liability period for 12 months from the date of completion of facilities or any part thereof. So please confirm what is the actual defect liability period i.e., 12 months or 5 years subsequently it is to bring in your kind notice that earlier it was 2 years for minor and 5 years for major material along with its services.	Bid Document condition prevails

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
56	Part-3, GCC Clause 26.2	Liquidated damages: As per GCC 26.2 there is provision for penalty at 0.15% per week or part thereof on the value of unexecuted works. In this context , please explain us, what is the tool which your office will use to asses unexecuted works because many times physical works will, complete in time but due to delay in statutory clearances, solving ROW, be commission of respective activity get delayed or get partially commissioned or get delayed due to inter-dependency in that case generally MSEDCL commission date is a point of reference which is inappropriate and unjustified. So it is to be amended appropriately in justified manner for both	Bid Document condition prevails
57	Part -3, Appendix-3 insurance requirement	Marine cargo/Transit insurance policy: As per GCC part-III, appendix-3 insurance requirement, we are ready to provide said policy but it shall be remain valid till receipt of last consignment of material at project warehouse not till its billing of respective material subsequently it shall be resuced periodically in proportionate of balance quantum of material to be procured so that one can quote competitively and can save unnecessary expenses which is neither benficial to employer nor to EPC.	Appendix-3, Insurance requirment in Bid document part-III is self explanatory
58	Part -3, Appendix-3 insurance requirement	Erection all risk policy : It shall be remain valid till comissioning of respective assets because lot of time will incur for getting operational acceptance so there is financial loss to EPC for maintaining. It till receipt of operational acceptance which is not serving the purpose and leads towards additional financial burden to EPC so it is to be corected appropriately.	Appendix-3, Insurance requirment in Bid document part-III is self explanatory

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
59	Part -3, Appendix-3 insurance requirement	Third party liability: Here also as per SBD the validity limit of said policy is up to completion of defect liability period but it also does not secure the purpose so it is to be required till completion of project i.e., physical works & for covering defect liability period workman compensation policy is sufficient and it is to be in force till completion of DLP.	Appendix-3, Insurance requirement in Bid document part-III is self explanatory
60	Part-3, clause no-1.0.11 Contract Forms	Price variation /adjustment : As per condition of contract & contract forms part-III clause no 1.0.11 there is provision on No price variation beyond the original delivery dates unless specifically stated in the time of extension , if any issued by the employer. In this context it was our earlier experience with the employer that generally grant the time extension for execution of works but not pass on the benefit of PV but our say is that employer shall assess the cause of delay before granting time extension if it not attributable or partially attributable to EPC then positive PV must be applicable for extended contract period along with non-living of any penalty for the extended period. In this connection, while assessing PV your office is considering positive PV only on those material which have been procured and commissioned in defined time limit however there are numerous reasons for delay in commissioning of particular asset which may not be attributable to EPC or may attributable to MSEDCL of third party in this case PV must be applicable on procured material irrespective of considering its commissioning date.	As per clause no-37 of Bid document part-III, force majeure condition will be considered for time limit extension of work. For price variation tender conditions prevails.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
61	Part- 2 clause no-1.7 , Railway Crossing :	<p>Obtaining statutory permission: As per SBD Part-2, employers requirement, clause No. 1.7, obtaining Rly crossing permission till arranging block for lying of cable, it is the responsibility of the employer. However as per same SBD Part-III condition of contract & contractor forms clause No. 22.2.1 shall be responsible for obtaining all necessary permit from appropriate authorities however employer will assist the contractor for obtaining permission. In this context, it is to bring to your kind notice that our earlier experience with MSEDCL, while obtaining statutory permission there is absolute requirement of submission of all the correspondence through principle employer representative hence its sole responsibility of employer to obtain all the statutory permission however EPC will assist them for expediting it so said clause to be incorporated very precisely for avoiding further consequences which may arise in future for assessment of cause of delay of project.</p>	Bid document condition clause 1.7 is self explanatory
62	Part-3, Clause No-2, progressive payment	<p>There must be provision of assured payment because for completion of project within time limit is absolute requirement of sufficient fund flow which is possible only after releasing payment within scheduled time by client hence clause of assured payment to be incorporated in it which is beneficial for both.</p>	As per Bid document clause No-2, Part-III, progressive payment is applicable
63	General	<p>Delay due to ERP: As earlier percentage rate contract was there and ERP of MSEDCL has also designed accordingly in spite of this considerable delay in trouble shooting problem of ERP was took place which leads towards delay in payment ultimately delay in project hence ERP to be designed as per new contract pattern which is going to be implemented subsequently constraint in ERP to be solved at field level with a defined time period .</p>	Noted.ERP problem if any will be resolved timely

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
64	Part-3, Clause No-2, progressive payment	Releasing of payment against RA bills: Employer must release the running bill payment if EPC will not get ready for accepting penalty proposed by field officer, earlier until and unless EPC will not accept their imposed penalty they were not forwarded our running bills for payment and as result of the same EPC was badly suffered financially and for avoiding further loss were signed/accepted imposed penalty under protest for completion of balance & ongoing works for avoiding such things please release payment by keeping our say of appropriate imposing of penalty at the time of closure of project.	AS per Bid document clause No-2, Part-III, progressive payment is applicable
65	<u>Part-2, Clause No-8.3 :</u> The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning and operation of the equipment including the Electrical Inspector. Necessary fee to perform these works shall be paid by Employer.	Providing permit to works is the sole responsibility of MSEDCL because augmentation and renovation works can't be completed without electricity permits and in case of delay in giving permits for works and delay will occurs then it supposed to be considered at MSEDCL'S Part.	As per Bidding document Part-III, clause no-8.3,all the statutory clearances are in the scope of contractor. The work shall be executed as per plan schedule of MSEDCL.
66	<u>Part-1, Clause No-2.1.1 & 2.1.3:</u> Similar works experience	If the bidder have combined experience of HT and LT Line in two contracts and having experience of only LT Lines in one contract, In that case whether the bidder will be considered as eligible or not?	SBD Part-1, Clause No-2.1.1 & 2.1.3 is self-explanatory. If the bidder (sole/all JV partners) is having experience of HT and LT Lines combinedly in one or more contracts, he will be considered as eligible.
67	General	Please provide the approved vendor list under RDSS Scheme for quoting of better prices.	The approved vendor list is already available on MSEDCL website at supplier portal.

BoQ Related Queries:

Sr. No.	Bid Document Clause/Pariculars	Queries	Reply
1	<u>BOQ S. No. 5.01 :</u> Dismantling of AAC ANT & Gnat Conductor 3 ph 5 wire =1293 span	We understand the UOM for the said item should be km. Kindly Confirm	BOQ is modified and updated on the e-tendering portal
2	<u>BOQ S. No. 5.06 :</u> Dismantling of GI wire = 1293 span	We understand the UOM for the said item should be km. Kindly confirm	BOQ is modified and updated on the e-tendering portal
3	Schedule 1 & 2	We understand that rates for supply, freight & installation are to be filled in the respective schedules & to be uploaded online in pdf format. Kindly confirm	Confirmed
4	Schedule 1 & 2	The quantities are mentioned as zero for some items. Please confirm whether rates are to be quoted or not for such items	Rates are not to be quoted for quantity mentioned as zero
5	<u>Part -2 : Clause No- 13.4 New 11kV lines :</u> In rural areas, PCC pole pit shall be refilled with 200 mm average size of bolder mixed with excavated earth.	As there is line item for concreting under the activity for 11kV single circuit line on PSC poles, kindly clarify whether concreting of PSC pole is to be done or not. Also, please confirm the quantity of concreting to be done for each pole.	Concreting to be done for the activities as specified in BOQ and as per standard method of constructions.
6	<u>BOQ :</u> RSJ 125x70, 8 m long RSJ 116x100, 9 m long RSJ 116x100, 10 m long RSJ 152x152, 12 m long ,RSJ 152x152, 13 m long	In view of past trend of 2 years the commodity prices are highly volatile hence we recommend to include RSJ under Price adjustment clause.	Please refer price variation clause of steel structure.
7	<u>BOQ :</u> AAAC 55 mm2, AAAC 100 mm2, AAAC 232 mm2	The formula given in Appendix-2, Price Adjustment, Part-3 is for ACSR conductor. Please provide the formula for AAAC conductor	Price adjustment is not applicable for AAAC conductor.
8	<u>BOQ :</u> 11 / .433 KV 25 KVA Transformer	The DTR to be supplied are to be filled with ester fluids whereas the formula in Appendix-2, Price Adjustment, Part-3 is for mineral oil immersed DTR. Kindly provide the PV formula for DTR filled with ester fluid.	25 kVA DTR are to be supplied with minreal insulating oil.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
9	<u>BOQ S. No. 1.16 :</u> _Earthing Sets H.T	As per Part -2 : Employer's Requirements, each 11 kV line support shall be provided with one GI earthing spike made of 20 mm solid rod or GI Earth Coil and connected with 8 SWG GI wire. Kindly confirm whether GI earthing or earth coil as per the above clause is required.	GI earthing spike made of 20 mm solid rod is to be used.
10	<u>Part -2 : Clause No- 1.7 :</u> The signboard shall comply to the technical specifications and shall reflect as a separate billable item in the price schedule. Colour coding of the DTs is essential.	There is no separate line item for signboard in the BOQ. Kindly incorporate a separate line item for the same.	Cost of signboard will not be paid seperately.
11	BOQ	BOQ is provided only in Pdf format. kindly provide in excel format.	BOQ was provided in PDF as per facility available in e-tendering portal
12	C&R Panel	C&R Panel in BOQ specified that outdoor type, In MSEDCL it is mentioned in indoor type C&R panel Please clarify the same	Indoor type C&R panel is to be provided.
13	Price	Price Variation formula provided for ACSR Conductor where as in BOQ AAA Conductor .Kindly provide the AAA conductor Price Variation clause.	Price adjustment is not applicble for AAAC conductor.
14	BOQ	3.The quntity taken in 25 kVA DTR Schedule No. 1603 in different with breakup quantities of the same schedule.	The corrected BOQ was uploded in e-tendering Portal.
15	BOQ	Activity are mentioned but quantity and unit rate are not mentioned(For example- Line Item A-1.00,A-2.00,A-3.00,C-2.00,E-1.00,E-6.00,E-7.00,E-8.00,F-1.00& G-1.00).So does bidder need to quote the both quantity and rate or not ?	No need to quote where quantity not available in BOQ
16	BOQ	In the tender , major quantum of activities are replacement activities such as, i) Conductor Augmentation (1223.3km) ii) Dismantling of LT lines & AB Cable replacement (1232km).	Both the quantities for augmentation and dismantaling activities are 1232 km.

Sr. No.	Bid Document Clause/Pariculars	Queries	Reply
17	Approval of quantity amendment	Approval of quantity amendment :it is lengthy process and to be implemented on paper as well as in ERP after receipt of approval over paper so amendment of BOQ approval must be accorded within one month after submission of joint survey and not to held the bill if EPC used the material after certification of concerned field officer.	Bid Document clause of GCC 39.4 prevails.
18	Insulator	Please mention Insulators are Porcelain or Polymer type	Bid Document clause 7 of part- II prevails.
19	BOQ	Please provide the BOQ in excel format so that confusion or any type of error can be avoided which may occurs due to providing BOQ in PDF format because while quoting rates for individual items, it is to be converted from PDF to excel subsequently please deactivate those cells of BOQ for which rate not supposed to be quote like cell of supply portion in conversion of bare conductor to AB cable activity where rates of removal of conductor is required but in supply it is not be expected as we are not going to supply said conductor.	BOQ was provided in PDF as per facility available in e-tendering portal. No need to quote where quantity not available/ required in BOQ.
20	BOQ	In activity 11 KV station type capacitor there is provision of earthing set HT but primaface its provided quantity seems inappropriate and its mentioned UOM id "LS" which is not found appropriate.	Appropriate corrections has been made in BOQ. Amendment version of tender.
21	BOQ	In armoured service connection activity there is provision "Misc. For XLPEU/G cable "here mentioned UOM is "LS" but primaface its quantity mentioned in BOQ and description of item seems inappropriate which supposed to be clarified.	Appropriate corrections has been made in BOQ. Amendment version of tender.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
22	BOQ	In 11 KV 25 KVA DTC activity there is provision of 306 nos of transformer but required quantities of its associated items like LTDB, Sundries, DTC Meter , Painting of support and numbering of pole, LA not seems in proportionate of DT quantity hence it is supposed to be corrected as per actual requirement.	Appropriate corrections has been made in BOQ. Amendment version of tender.

Technical Specifications related Queries :

Sr. No.	Bid Document Clause/Pariculars	Queries	Reply
1	<u>BOQ S. No. 1.01 :</u> PSC Pole 9 Mtr (200 kg)	Please provide the specification for the said item .	Please refer the REC TS.
2	<u>BOQ S. No. 1.09 :</u> 11 kV Pin Insulators with G.I. Pins	The specification of insulator for AB switch & HG fuse are of polymer type. The specification give for conductor insulators are of porcelain type.Kindly clarify whether line insulators are of polymer/porcelain type. In case of polymer type, please provide specification for it as well	Bid Document clause 7 of part- II prevails. Specifications are already available on MSEDCL website for composite insulator at sl. No. 69.
3	<u>BOQ S. No. 1.10 & 8.07 :</u> Disc Insulator 11 KV 70 KN , Disc Insulator 11 KV 45 KN	Please provide the specification for the said item	Specifications are already available on MSEDCL website at sl. No. 67.
4	<u>BOQ S. No. 2.00 :</u> 11 KV ,25 KVA Dist. Transformer centers on 100x116mm, 9 mtrs RSJ poles with MCCB Dist. Box. (Activity Code 1603)	The drawing provided in tender drawings for the said does not correspond to the BOQ under the activity. Please provide the drawing corresponding to the BOQ.	The drawings have been prepared based on BOQ, if any minor variation observed same shall be corrected jointly with MSEDCL.
5	<u>BOQ S. No. 2.09 :</u> L.T.Dist.Boxes 25/63 KVA with MCCB	As there are 25kVA DTR in the BOQ, We understand that LT DB for 25kVA rating is to be provided. Kindly confirm	LTDB Suitable for 25/63 KVA DTR is to be provided as per BOQ.
6	<u>BOQ S. No. 2.09 :</u> L.T.Dist.Boxes 25/63 KVA with MCCB	The specification for 25kVA LTDB is not there in the specification. Please provide the specification for 25kVA DB.	LTDB Suitable for 25/63 KVA DTR is to be provided as per BOQ.
7	<u>BOQ S. No. 3.01 :</u> Armoured Copper control cable 2Cx2.5 sq.mm.	Please provide the specification for the said item	Specifications are already available on MSEDCL website at sl. No. 46.
8	<u>BOQ S. No. 3.02 :</u> R.C.C. Pipe 150 mm 2 M	Please provide the specification for the said item	The standardized specification shall be provided to the sucessful bidder.
9	<u>BOQ S. No. 4.01:</u> PSC Pole 8 Mtr (200 KG)	Please provide the specification for the said item	Please refer the REC TS.
10	<u>BOQ S. No. 4.03 :</u> Earthing Sets L.T.	As per Part -2 : Employer's Requirements, every sixth LT line support shall be provided with one GI earthing spike made of 20 mm solid rod or GI Earth Coil and connected with 8 SWG GI wire. Kindly confirm whether GI earthing or earth coil as per the above clause is required.	GI earthing spike made of 20 mm solid rod is to be used.

Sr. No.	Bid Document Clause/Pariculars	Queries	Reply
11	<u>BOQ S. No. 4.10:</u> L.T.Aerial bunched cable(3x70+1x16+1x50)	Please provide the specification for the AB cable	Specifications are already available on MSEDCL website for LT AB Cable at sl. No. 44.
12	<u>BOQ S. No. 1.15, 1.17, 1.20 & 11.12 :</u> G.I.Stay Wire 7/4mm(8 SWG) G.I.Barbed Wire `A' type G.I.Stay Wire 7/3.15 (10 SWG), G.I.Wire 8 SWG/ 6 SWG,	Please provide the technical specification of the said GI wire	Available on MSEDCL Website Supplier Portal at SI no. 51.
13	<u>Energy Efficiency Level:</u> Table 3: Maximum total losses up to 11kV class Transformers	We understand that losses of transformers are to be as per Energy Efficiency Level 1 as specified in IS 1180 (Part-1):2014. The losses given in the technical specification are as per the older version. Kindly provide the losses as per the latest amendment.	As per latest amedment of IS 1180, the existing BEE Level-1(star 1) shall be consider.
14	<u>Technical Specification:</u> PSC Pole 8 & 9 Mtr (200 kg)	Technical Specification of 8 mtr and 9 mtr PSC Poles is not available. Please provide.	Please refer the REC TS.
15	<u>Technical Specification:</u> LT & HT AB Cable	Technical Specification of LT and HT AB Cable is not available. Please provide.	Available on MSEDCL Website Supplier Portal.
16	<u>Technical Specification:</u> HT Earthing	Specification not given in SBD	Available on MSEDCL Website Supplier Portal.
17	<u>Technical Specification:</u> 25 KVA DTR	Technical Specification of 25 KVA DTR is not available. Please provide.	Available on MSEDCL Website Supplier Portal at SI no. 25.
18	<u>Technical Specification:</u> SMC Box	Please provide the SMC box Technical Specification.	Available on MSEDCL Website Supplier Portal.
19	11 KV Bay Extension	Layout of 11 KV bay extension drawing is not provided. Kindly provide	Standard Layout Drawing of bay shall be used & necessary changes required shall get approved as per site requirements.
20	Line Capacitor	Please provide the Drawings and Location Details of Line Capacitors.	Location and drawing shall be provided to the succesful bidder.
21	LA	Lighting arrestor Specification not provided in SBD kindly provide it is Polymer type or Porcelain type	Specifications are already available on MSEDCL website.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
22	Galvanization of steel fabrication and H-Beams:	In price schedule rates of MS Fabrication are to be quoted but in Part-2: Employer's Requirement, 13. Individual work components, 13.1 New 33kV Lines, point 2-Support (Pole) and point 3-Fabricated steel items, it is mentioned that all fabricated steel structures, H Beam poles need to be galvanized. This will hugely impact the price bid. Therefore, you are requested to please clarify the same.	For Tender Nos(T-13,T-19& T-25) galvanized metallic structure is applicable. For other tenders MS type structure is applicable to lines.
23	<u>Technical Specifications:</u> Not Available	Armoured Copper control cable 2Cx2.5 sq.mm.	Specifications are already available on MSEDCL website at sl. No. 46.
24		L.T. XLPE Armoured cable 4core 16sq.mm.	The Cable shall meet standard IS and sizes . All other details are as per specifications of other size of cables.
25		L.T.Aerial bunched cable(3x70+1x16+1x50)	Specifications are already available on MSEDCL website at sl. No. 44.
26		Capacitor banks without Switchgear 11 KV 0.6 MVAR	Specifications are already available on MSEDCL website.
27		0.9688 KVAR, 11 kv, 1 Ph, Al winded series reactor	Specifications are already available on MSEDCL website.
28		1.93 KVAR, 11 kv, 1 Ph, Al winded series reactor	Specifications are already available on MSEDCL website.
29		11 KV CT 400 - 200 / 5 - 5 Outdoor	Specifications are already available on MSEDCL website at sl. No. 37.
30		CT 200-100/1-1 A , 22 KV	Specifications are already available on MSEDCL website.
31		CT 200-100/1-1 A , 33 KV	Specifications are already available on MSEDCL website.
32		SMC Spring Loaded Servic connection box 9way (3ph I/C)	Specifications are already available on MSEDCL website.
33		Disc Insulator 11 KV 45 KN	Specifications are already available on MSEDCL website at sl. No. 67.
34		Disc Insulator 11 KV 70 KN	Specifications are already available on MSEDCL website at sl. No. 67.

Sr. No.	Bid Document Clause/Particulars	Queries	Reply
35		The following Specification are not Enclosed in the Tender	
36	<u>Technical Specification:</u> PSC Pole 8 & 9 Mtr (200 kg)	i. PSCC poles 8 Mtr,200kgs.	Please refer the REC TS.
37	Lightning Arrestor	ii.PSCC poles 9 Mtr,200kgs.	Please refer the REC TS.
38		iii.LAs	Specifications are already available on MSEDCL website.
39	<u>Technical Specification:</u> AB Cable	There is no specification available in the tender document for AB cables to be utilize for this tender work	Specifications are already available on MSEDCL website for LT AB Cable at sl. No. 44.
40	<u>Technical Specification:</u> <u>Double Pole Support</u>	For the work of Distribution Transformer Sub -stations, it is stated that double pole support galvanized steel structures are required to be provided. please confirm the same or usual MS Steel structures are to be utilized.	For Tender Nos.(T-13,T-19 & T-25) galvanized steel structure is applicable. For other tenders MS type structure is applicable.