

Maharashtra State Electricity Distribution Co. Ltd.

Notice:

Reply to queries raised by prospective bidders in Prebid meeting dated 26.07.2024 in r/o tenders of RDSS/System Strengthening works of MSKVY2.0/Phase-I/2024-25

S No	Tender Clause No	Existing Clause	Bidder Name	Bidder's Request	Clarification from MSEDCL
1	Part 1 - Bidding Procedures and Requirements ITB 18.2 (C)	The Bid securities will be accepted only in the form of Bank Guarantee issued by a Nationalized located in India with payable at Mumbai		Kindly allow to issue the Bid securities in the form of Bank Guarantee form the Nationalized/Schedule Bank listed in RBI banker list . & Bid Security Format	As per SBD,bid security shall be by Nationalized bank/Scheduled commercial bank and Payable at Mumbai
2	Form 3B Format of Bank Guarantee for Bid Security	{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}	M/s Ashoka Buildcon	We envisaged that the Bid Security should be issued on Rs. 100 /- non-judicial stamp paper please confirm	As per SBD
3	Part – 3: Conditions of Contract and Contract Forms Appendix-2 : PRICE ADJUSTMENT	PV clause	M/s Ashoka Buildcon , M/s NCC Ltd, M/s Bharat Electrical cont. & Mfrs Pvt Ltd, M/s Montecarlo	Kindly allow the Price Adjustments for Major component of AAAC Conductor, RSJ/H-Beam/steel tubular pole, steel structures ,CT/PT/VCB/ISOLATOR/CR Panel for both 33kV & 11 kV & Price adjustment on Civil works	No changes. SBD conditions prevails
4	Part – 3: Conditions of Contract and Contract Forms Appendix-2 : PRICE ADJUSTMENT	No price increase shall be allowed beyond the original delivery dates unless specifically stated in the Time Extension letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract price which may be caused due to lower price adjustment amount in case of delivery beyond the original delivery dates. In such event where the time extension is agreed by the Employer, a revised L2 schedule is to be released by the Employer for the extended period in which price variation would also be allowed.	M/s Ashoka Buildcon	We envisaged that the Price Variation is allowed beyond the original delivery dates , where extension is granted to the contractor	No change. exception as per MSEDCL Circular no. CE/IPDS/EEIV/23645 DT: 05.10.2018
5	Cost Data For Civil	Civil Works As per Sheet 'C'	M/s Ashoka Buildcon, M/s L&T Itd	Kindly confirm that the Civil component billing will be done as per actual executed quanties or Lumsum basis.	The actual executed qnty may vary during execution as per site conditions. Billing will be done on the basis of actual executed quantities
6	General	Sub Station Land location	M/s Ashoka Buildcon, M/s MonteCarlo Ltd, M/s L&T Itd	 i. Kindly provide the all Location details for Sub station with GPS Coordinates . ii. Kindly provide the Source Sub Station details for New 33 kV Line for New Sub Stations. iii.Kindly provide the soil investigation data and contour maps of each new substation location. 	Tentative location list will be provided.soil investigation & contour mapping in the scope of bidder/TKC
7	General	Joint Site Visit	M/s Ashoka Buildcon	 i. It is requested to arrange the joint site visit of site and visit of each substation location. ii. Also provide the Employer's representative name for Joint Site Visit . iii. Also please provide the Dates for Site Visit . 	Joint survey shall be carried out with the Employer's representative at field office.
8	Access to Site		M/s Ashoka Buildcon, M/S L&T Itd, M/s Monte Carlo	We presume that entire encumbrances free lands will be will be handed over to contractor within 7 days from the date of LOA. Kindly confirm	Lands in posession will be handedover after execution of agreement and as per prevailing practice of MSEDCL

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9	Hard rock during pole erection		M/s Ashoka Buildcon	During execution there are chances of occurrence of hard rock during pole erection, in such situation where the pit exaction is not possible up to 1/8 length of pole whether foundation with rock anchoring and up to lesser depth than required will be allowed. Kindly confirm	As per standard ,pole pit depth shall be 1/6 of pole height.
10	Article 3. Effective Date for Determining Time for Completion	3.2 Contract Commencement and completion Schedule (Notice Inviting Tenders Part 1 - Bidding Procedures and Requirements & Corrigendum 2 thereof): The contract commencement date shall be DD/MM/YYYY i.e. date of issue of Letter of ward(LOA)/Notification of Award (NOA) by the Employer. The works completion period shall be of 18 months from date of LOA/NOA.	M/s Ashoka Buildcon , M/s L&T Ltd, M/s MonteCarlo ltd, M/s NCC Ltd, M/s Bharat cont& Mrfs Pvt Ltd.	i. Considering the Scattered and vast Scope of each tender it is difficult to complete the work in 18 months , so it is requested to Kindly give at least 36 Months for completion of project. ii. Request for additional 4 months time for GPS survey.	No change. Time limit as per SBD.
11	Part 1 - Bidding Procedures and Requirements 37. Unbalanced or Front Loaded Bids	37.1The Bid that is evaluated as the lowest evaluated cost/price, shall be considered by the Employer as unbalanced or front loaded, if the quoted price of supply portion exceeds the percentage specified in BDS of the total quoted Bid price, after evaluation and excluding GST. In such a case, The bidder shall be required to furnish an additional performance security pursuant to ITB 44.1	M/s Ashoka Buildcon	We envisaged that this clause is not applicable we have to quote the Price Bid in above below %	If quoted below 10% , then the proportionate amount of BG will have to be submitted
12	Appendix-3 : INSURANCE REQUIREMENTS	The Contractor All Risk Policy (CAR) or Transit cum Erection (TCE) or Erection All Risk Insurance Policy (EAR) in respect of contract works awarded by MSEDCL as principle to the contract and workman's compensation insurance in respect of the workmen engaged and deployed by the contractor's to complete the contract work is required to be obtained from M/s National Insurance Co. Ltd on co-insurance cum servicing basis under indirect method in the ratio of 40:60 (i.e. Govt. Insurance fund @ 40% and national Insurance co.@ 60%) and their offices as specified in the circulars or following divisional / Branch office only. National Insurance Co. Ltd. 104, Bharat House 3rd Floor, Mumbai Samachar Marg, Fort Mumbai 400023 Phone 022-22610110 /22673692/9820308755 As per the Directive of Govt. Of Maharashtra letter No: NMP1009/Sankra 39/NV 26 date: 16th March 2009, in case the directives are not followed by the contractor , the concerned authority of MSEDCL shall recover (1%) one percent amount of the contract value and deposit the same with Director of Insurance Govt. Maharashtra through Cheque/demand draft with complete particulars of contract works along with copy of work order.	M/s Ashoka Buildcon, M/s.Baharat Electricals cont& Mrfs Pvt Ltd.	i. Kindly remove co-insurance cum servicing basis clause ii. Kindly allow to take insurance from any Insurance company those are approved by Insurance Regulatory and Development Authority (IRDA), as the National Insurance Co. Ltd premium are very high as compare to other Insurance company .	The insurance as informed vide letter no : CE-Dist/M-III/RDSS/Insurance/1305 DT:11.01.24 Further NOC from DIRECTOR OF INSURANCE FROM Maharashtara state, Bandra shall be obtained .
13	Appendix-3 : INSURANCE REQUIREMENTS	 (III) The following add-on covers shall also be taken by the Contractor: i) Earthquake ii) Terrorism iii) Escalation cost (approximately @10% of sum insured on annual basis) iv) Extended Maintenance cover for Defect Liability Period v) Design Defect 	M/s Ashoka Buildcon	Kindly confirm why the Escalation cost and Terrorism to consider as addons .	No changes. SBD conditions prevails

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14	Part – 3: Conditions of Contract and Contract Forms Appendix-3 : INSURANCE REQUIREMENTS	 (a) Marine Cargo Policy/Transit Insurance Policy: 120% of Ex-work Price of all the Plant and Equipment to be supplied from within India plus Excise Duty and Sales Tax/GST etc., if additionally payable. (b) Erection All Risk Policy/Contractor All Risk Policy: 105% of Ex-work Price of all the Plant and Equipment to be supplied from within India plus Excise Duty and Sales Tax/GST etc., if additionally payable. and 100% of erection price component 	M/s Ashoka Buildcon	Kinldy allow the contractor to take the Insurance Year Wise Scope of Work to execute in single year.	No changes. SBD conditions prevails
15	Contract Forms	Supply 2.3. Third & Final Installment (10%): a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Completion Certificate by the Employer. Erection 3.2. Second and Final Installment (10%): a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the project, issuance of Completion Certificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency.	M/s Ashoka Buildcon	We envisaged the Third & Final Installment (10%) of Supply & Second and Final Installment (10%) Erection will be released on completion of each activity, Kindly confirm	After useful section & submission of no claim certificate. i.e after completion, commissioning, handedover of all tender works.
16	General	Tender Submission	M/s Ashoka Buildcon	We envisaged that a Single bidder can submit all 5 tender subject to their qualification .	No changes. SBD conditions prevails
17	General	Award Criteria	M/s Ashoka Buildcon	We envisaged that there is no limitation of awarding multiple tender to a single bidder	No changes. SBD conditions prevails
18	Part – 3: Conditions of Contract and Contract Forms Pre-dispatch Inspection:	The Contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction , the dispatch instruction shall stand cancelled and a fresh pre - dispatch would be required to issue dispatch instruction. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from turnkey Contractor.	M/s Ashoka Buildcon	By Considering the vast Scope of Work and distance of each loaction from supplier factory it is difficult to delivered the materials with in 21 Days form the issue of dispatch instruction ,so it is requested to kinldy make it 45 Days from date of issue of dispatch instruction	No changes. SBD conditions prevails
19	Civil Drawings		M/s Ashoka Buildcon	Kindly provide the Civil Drawings for Sub Stations	Will be provided, after LOA/Execution of Agreement.
20	Sampling and MRHOV		M/s Ashoka Buildcon	Kindly provide the process of Sampling of Materials and MRHOV Process and also confirm the time line for all these process including site sampling and test	As per SBD
21	New Supplier Approval		M/s Ashoka Buildcon	Kindly provide the Time Line and Procedure for New Vendor Approval. Kindly provide the approved Supplier list item wise and their validity with MSEDCL.	Adequate vendors are already available with MSEDCL & availab;e on MSEDCL website. Vendor approval is continious process.

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22	Part -2 : Employer"s Requirements engraving	1.6 The engraving of word "Developed under RDSS" in materials viz., Poles, Transformers (All types), Cables, Energy Meter etc is mandatory requirement. The Employer shall ensure strict compliance of this requirement. Also, while processing payments to the Contractor, suitable documentary evidence / photographs must be asked by the Employer in support of the compliance.	M/s Ashoka Buildcon	It is not possible to engrave all the materials , on which materials engraving to be done Kindly confirm	As per SBD
23	Part -2 : Employer"s Requirements 3. Project Management System ROW, Forest Clearances and Railway Crossings.	b) To actively participate with employer in resolving all issues relating to project implementation including ROW, Forest Clearances and Railway Crossings.	M/s Ashoka Buildcon, M/S L& T	We envisaged that all the permission for Forest Clearances and Railway Crossings will obtained by the employer , and all the ROW will be resolved by the Employer i.e. MSEDCL	As per SBD, It should be obtain by the TKC
24	Part -2 : Employer [®] s Requirements 8 Electrical Inspector inspection:	After successful completion of the work permission from State Electrical Inspectorate is required. Necessary fee etc. shall be paid by the Employer. However if Contractor pays such fee it shall be reimbursed on actual basis on documentary evidence. In case of defects / in-complete works notified by Electrical Inspectorate, these shall be completed by the agency at no extra cost implication to Employer.	M/s Ashoka Buildcon	If there is any delay in getting charging permission shall be on whose accounts Kindly confirm .	As per SBD
25	Section - 6 : Employer's Requirements 1. Overview of the Scope of Works 1.1	 1.1 Execution of all other works as per tender document. All Steel structure except STPs shall be hot dip galvanized as per relevant Indian Standard. 	M/s Ashoka Buildcon, M/S Polycab. M/s Montecarlo	As per the Cost data in all activities steel Structure are of MS and Nut and Bolts are GI. Kindly confirm whether the Steel Structure are of MS or GI	All steel structures are of MS except in Costal area. (under kalyan , bhadup & Konon zone)

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26	9. GIS mapping & asset tagging 9.1 General Information	The State owned power distribution utilities have implemented GIS based asset tagging activities in the past and migrated asset information into GIS platform. Bidder should update various attributes of new / upgraded infrastructure created under RDSS over the same platform. Various electrical assets i.e Power Transformers, Distribution Transformer, HT & LT lines with over head conductor, poles, insulators, stay wire etc and Underground distribution system consists of Feeder pillar, UG cable etc; automation devises like RMU"s FPI, Auto-reclosures etc needs to be updated in the existing GIS platform. The GIS platform and the associated mobile-app will be provided by the Employer. The scope of the bidder is limited to updating the GIS co-ordinates and the associated mapping information of the new assets created/upgraded on the platform provided by the Employer using the mobile app. However no additional payment shall be made to the Contractor for these works.	M/s Ashoka Buildcon	Kindly confirm access of mobile shall be provide to contractor or not if to the contractor then please quantify .	As per SBD
27	Requirements 16.00 Tree-	The Contractor shall count, mark and put proper numbers with suitable quality of paint at his own cost on all the trees that are to be cut/trim to obtain required tree clearance. Contractor shall pay compensation for any loss or damage for tree cutting due to Contractor's work. Wherever forest clearance is envisaged for execution of work, clearance of forest department for tree cutting, if required, shall be arranged by the Project Manager and compensation shall also be paid by the Project Manager. Necessary fee if required to pay to Govt. dept. for arranging such clearances shall paid by Project Manager. However, the Contractor would require to provide all necessary assistance for execution of this work.	M/s Ashoka Buildcon	Kindly confirm the Number of trees to cut or Trim , so that bidder can consider the cost.	As per requirement during execution of work.
28	Appendix-1: TERMS AND PROCEDURES OF PAYMENT	iii. The interest rate on advance payment shall be Marginal Cost of Funds Based Lending Rate (MCLR) for one year of the State Bank of India, prevailing on the date of advance payment to the Contractor. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment. The interest rate shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment i.e. on daily rest basis.	M/s Ashoka Buildcon	Kindly allow interest free advance for both supply and erection	No changes. SBD conditions prevails

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29	Part – 3: Conditions of Contract and Contract Forms Appendix-4 : TIME SCHEDULE	1.1 The activity(ies) under the Contractor"s programme for Project Completion shall be in the form a PERT chart and shall identify the various activities like engineering, vendor finalization, placement of orders to sub-vendors, survey, Resource mobilization, erection, testing & commissioning including submission of closure proposals. Format of PERT chart is enclosed at Annexure-A. The PERT Chart shall conform to the above Project Completion Schedule. This PERT Chart shall be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in Clause 26 of GCC shall be applicable beyond the date specified above.	M/s Ashoka Buildcon	Kindly allow the PERT chart <i>/</i> Milestone Sub Station wise with Lines .	As per SBD
30	Part-3 clause 13.3 Performance Security	13.3.3 The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 hereof, the Contractor/Bidder shall issue an additional security in an amount proportionate to the	M/s Ashoka Buildcon	We envisaged that the Validity of Performance is 18 Months(Construction Period)+ 12 Months (Defect Liability Period)+ 180 Days Extra	As per SBD
		Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor/Bidder, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.			
31	14. Taxes and Duties	14.3 Labour cess: as per BOCW Act 1996, 1% of Service & Civil will be deducted	M/s Ashoka Buildcon,M/S L& T	We envisaged that Labour cess will be deducted on Service & Civil not on the Supply of materials .	As per SBD
32	Contract Agreement.	Signing of Contract Agreement	M/s Ashoka Buildcon	Kindly Inform weather the contract agreement for Supply, Erection and Civil will be executed separately or a single contract will be executed by combing all three component	As per SBD & Supply, erection & civil contract shall be cross linked.
33	Cost Data Activity No 101 /102/103/104/301 & 302		M/s Ashoka Buildcon, M/S Polycab	Marshaling Boxes - not considered in any of Sub- Station activities (new / Additional) - Please confirm & add in Schedule.	Under bidder scope

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34	Cost Data Activity No 101 /102/103/104/301 & 302		M/s Ashoka Buildcon	For Structure (MS items in Take off, main bus) - No provision for Painting is given / no table in cost schedule for painting - Kindly confirm	To be consider in miscellaneous material
35	Scope of Work For New Sub Station		M/s Ashoka Buildcon	As per Scope of work - The substation area inside the fencing shall be illuminated provided with 100 Watts LED flood light fittings - however as per (Cost data for Yard Lighting) - Flood lights with control gear box & 250w SV Lamp mentioned - Please Clarify.	lighting shall be done with 100 W LED lamp.
36	Cost Data		M/s Ashoka Buildcon	Tubular pole 9 Mtr. Long 88.9C, 137.7 mm (for yard lighting) - Painted / Galvanized - Please confirm.	As per activity schedule
37	Cost Data Activity No 101 /102/103/104		M/s Ashoka Buildcon	Eye Bolt provision required in Sub-Station activities for Take Off Structure- Please confirm.	As per approved drawing
38	National Highway / Railway Crossing		M/s Ashoka Buildcon	No any provision for National Highway / Railway Crossing is mentioned in the Price Schedule	Crossing permission to be obtained by Agency/TKC as per site requirement, necessary payment will be reimburse.
39	Reference Drawing		M/s Ashoka Buildcon	Reference Drawing missing - Fire Wall & Rain Water harvesting - Please provide	Will be finalize as per site requirement.
40	Recommend Spare		M/s Ashoka Buildcon	The Contractor shall provide a list of recommended spares giving unit prices and total prices for 3 years of normal continuous operation of equipment Price of recommended spares will not be used for evaluation of bids. The prices of these spares will remain valid for a period of not less than 120 days after the date on which the validity of main bid expires - No any specific Schedule No 4 in Tender Documents	No changes. SBD conditions prevails
41	Cost Data Activity No 201 /203/202/206		M/s Ashoka Buildcon, M/s L&T Itd	In augmentation of Power Transformer - Please confirm - for existing transformer the scope is limited to dismantling of existing transformer from Plinth only & not of shifting the same to store / other switch yard.	Yes , to store/other switchyard.
42	Price Schedule Format Schedule 1: Grand Summary	Civil Works Supply and Installation of Plant and Equipment: Part 1: Cost of Material 1) The bidder should quote his % rate on the total tender estimated cost. Separate rates should not be quoted against Civil, Material & Services Components. Part 2: Cost of Tansportation, Installation, Erection, Commissioning & Guarantee	M/s Ashoka Buildcon	Kindly allow to Quote difference %(Percentage) to Civil Works / Part 1: Cost of Material & Part 2: Cost of Transportation, Installation, Erection, Commissioning & Guarantee instead of Single%(Percentage)	No change

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43	Price Variation	Price Variation, Cl.1.08	M/S NCC Ltd	As per IEEMA circulars it clearly mentioned that "The date of delivery is the date on which the transformer is notified as being ready for inspection/Dispatch (in the absence of such notification, the date of manufacture dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto) As per Clause 1.0.8 "The Employer shall use the recent formula/revisions published by IEEMA to calculate the Price adjustment on supply of plants and facility"	No change
				As per the above referred clause,we understand IEEMA circular prevails over SBD. Please confirm	
44	Price Bid	BOQCostData	M/S NCC Ltd	Please provide Table G-1 and Table G-2, which are not available in Bid	Will be provided
45	Price Bid	BOQ Page No.629	M/S NCC Ltd,M/S Polycab	Safety Items mentione datasheet.No.10 are not being added to total in Activity	To be provided as per requirement
46	Price Bid	BOQPgNo.625,	M/S NCC Ltd	Please specify the quantity of VCBs, CTs, PTs and CRPs and Isolator as per set	As per the tender scope
47	Price Bid	Techncial Specification	M/S NCC Ltd, M/s L&T Ltd	Please confirm whether Control & Relay Panels are Outdoor or Indoor. Kindly provide the general layout of Substation. Please confirm whether control building is single storey or two storey.	As per site condition
48	Part -2 Emplyer's Requirement	4.3.1 © Sample pickup of PTR by Employer from Vendor for Testing on Turnkey Expenses.	M/s Bharat Electrical Cot& mfrs Ltd	Request to cancel the clause or expenses may be bear by MSEDCL	No changes. SBD conditions prevails
49	Part -2 Emplyer's Requirement	13.1, 13.3, 13.4 The H beam poles shall be hot-dip galvanized thoroughly internally and externally as per according to IS: 2629 and IS: 2633, The fabricated steel structures internally and materials shall be hot-dip galvanized thoroughly externally according to IS: 2629 and IS: 2633	M/s Bharat Electrical Cot& mfrs Ltd	As per BOQ/ Activity sheet, the Fabrication material is MS steel. If GI steel is to be supplied, it is requested to confirm & amend the BOQ/ Activity sheet.	As per price schedule , except Costal area(Bhandup, kalyan & konkon zone)
50		Capacitor Bank not considered in BOQ	M/s Bharat Electrical Cont&	Capacitor Bank to be consider in BOQ	Will be intimated later
51	General		M/s MonteCarlo Ltd	There is no any drawings given in the tender documents. We request you to kindly provide Single Line Diagram for Sub-station. Please also provide foundation drawings and structure drawings of all major equipments.	As per SBD, details will be provided to L1 bidder.
52	General	Part -2 : Employer"s Requirements	M/s MonteCarlo Ltd	We have noted that in tender document, Part -2 : Employer's Requirements is not relevant with the activities given in price schedule. Kindly incorporate relevant Part -2 : Employer's Requirements in tender documents.	As per SBD

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53	Price Schedule Hard rock		M/s MonteCarlo Ltd	We understand that in some location, HT Line works will be done in rocky area, but in Price schedule of Line work, there is no any item related to hard rock. So we request you to kindly amend the Price schedule accordingly.	No Change
54	Price Schedule Format	For S/s Schedule (Activity No. 0101, 0102, 0103, 0104, 0301, 0302, 0201, 0202, 0203, 0206) Gantry Structure, Equipment Structure etc.	M/s MonteCarlo Ltd	We understand that the Gantry Structure, Equipment Structure required for Sub-stations shall be of non-galvanized material.	MS (Non Galavanized) except in costal area (Bhandup, kalyan & konkon zone)
55	12. Terms of Payment	12.5 The Employer shall be elligible for 1.50% of rebate of invoice value (excluding GST) in the event it makes payment to the Contractor within 10 working days of receipt of invoices complete in all respect.	M/s MonteCarlo Ltd	We request you to kindly remove this clause.	No change
56	Part – 3: Conditions of Contract and Contract Forms Appendix-1: TERMS AND PROCEDURES OF PAYMENT	 Advance payment (Optional): Under the Supply of Plant Contract (Contract Part I), initial interest bearing adjustable Advance of 15% of Contract Price for Contract Part I shall be released in 2 (two)installments each of 7.5% of the Contract Price for Contract Part I. Under the Supply of Installation Services Contract (Contract part II), initial interest-bearing adjustable Mobilization Advance of 10% of Contract Price for Contract Part II shall be released in 2 (two)installments each of 5% of the Contract Price for Contract Part II: 	M/s MonteCarlo Ltd	We understand that the Advance payment shall be made by the client is inclusive of GST. Kindly confirm the GST value of this payment.	As per SBD
57	Price Schedule Format		M/s MonteCarlo Ltd	As per Price schedule format we have observed following. i. For Grand Total (Excluding Taxes) - the Employer's Tender cost indicated is 47505.12 Lakhs. ii. For Grand Total & Taxes - the Employer's Tender cost indicated is 47505.12 Lakhs. Our understanding is that the GST amount is not included in Employer's Tender cost (i.e. 47505.12 Lakhs). Further we assume that Bidder has to quote price excluding GST. Kindly confirm.	It is already mentioned that Tender cost in Excluding GST
58	Part 1 - Bidding Procedures and Requirements III. Technical Experience QR Data/ Details/ Document Format A:		M/s MonteCarlo Ltd	In the enclosed technical QR related form, it is asked for Name of contract executed during last 7 years up to 31.03.2022. We understand that the date should be 31.03.2024 in place of 31.03.2022.	It should be read as 31.3.2024

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59	Part – 3: Conditions of Contract and Contract Forms	 27.2. The Defect Liability Period shall be Twelve (12) months from the date of Completion of the Facilities (or any part thereof) unless specified otherwise in the SCC pursuant to GCC Sub-Clause 27.10, and the duration of every extension applicable (as per GCC 27.8) should be same as the duration of the defect liability period above. The aggregate value of all extensions will be subject to the maximum extension permissible (as per GCC 27.8). In SCC GCC Ref 27.8.1 : a. The Contractor's liability for latent defects warranty shall be limited to 5 (Five) years, as defined earlier in DDUGJY/IPDS SBD, reckoned from the end of Defect Liability Period including extension thereof. 74. Minimum Guarantee/Warranty Required for supplied Materials Notwithstanding any of the specifications above, the minimum Guarantee/Warranty 	M/s MonteCarlo Ltd	We understand that the defect Liability Period for the project shall be Twelve (12) from the date of Completion of the facilities. Further, PBG shall be released after completion of the 180 days after DLP and BG of the proportionate amount towards the warranty of the supplied material as mentioned in TS shall be extended from time to time on the pro-rata basis and it shall not cover the latent defect liability period. Kindly confirm.	As per SBD
60	Part – 3: Conditions of Contract and Contract Forms 27. Defect Liability	27.2. The Defect Liability Period shall be Twelve (12) months from the date of Completion of the Facilities (or any part thereof) unless specified otherwise in the SCC pursuant to GCC Sub-Clause 27.10, and the duration of every extension applicable (as per GCC 27.8) should be same as the duration of the defect liability period above. The aggregate value of all extensions will be subject to the maximum extension permissible (as per GCC 27.8).	M/s MonteCarlo Ltd	We understand that the Completion of the Facilities mentioned in the said clause is applicable for unit of works such as One no. Sub-station with associated Lines. But not for taking over certificate which shall be issued after completion of the whole project. Please clarify and confirm.	As per SBD
61	of Contract and Contract Forms	Supply part-2.3. Third & Final Installment (10%):a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Completion Certificate by the Employer. Erection Part -3.2. Second and Final Installment (10%): (a) : The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the project, issuance of Completion Certificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency.	M/s MonteCarlo Ltd	We understand that the third and final instalment of 10% payment shall be made to the contractor on completion of any facility considered as UNIT for operational acceptance. On completion and commissioning of a unit the operational acceptance and taking over certificate shall be issued to the contractor by employer. The taking over certificate mentioned in the said clause holds good and is applicable on per unit basis but not for successful completion and commissioning of the total project. Kindly confirm.	After Total completion of the project. i.e Handing over the asset as per useful section.
62	of Contract and Contract Forms Appendix-1: TERMS	Supply part-2.3. Third & Final Installment (10%):a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Completion Certificate by the Employer.	M/s MonteCarlo Ltd	In case the contractor would like to submit the BG for an equivalent amount of Third and Final amount (supply & Erection), prior to issue of Completion certificate, the same may be considered and proportionate amount shall be released. Kindly confirm.	No changes. SBD conditions prevails

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		Erection Part -3.2. Second and Final Installment (10%): (a) : The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the project, issuance of CompletionCertificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency.			
63	Part – 3: Conditions of Contract and Contract Forms 14. Taxes and Duties	Supply part-2.3. Third & Final Installment (10%):a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Completion Certificate by the Employer.	M/s MonteCarlo Ltd	Excise duty nullified as of now in India, GST only applicable. Kindly confirm.	Taxes as applicable as per Goovt notification.
		Erection Part -3.2. Second and Final Installment (10%): (a) : The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the project, issuance of CompletionCertificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency.			
64	Part – 3: Conditions of Contract and Contract Forms 14. Taxes and Duties	14.3 Labour cess: as per BOCW Act 1996, 1% of Service & Civil will be deducted	M/s MonteCarlo Ltd	As per clause 14.3 Labour cess will be deducted @ 1% of Service & Civil contract value. While in Price schedule format and cost data the labour cess is calculated on total value including supply part. Kindly clarify that for supply part contract value 1% labour cess will be deducted or not.	As per SBD
65	Part – 3: Conditions of Contract and Contract Forms 1) Category – A (Pre- Dispatch Inspection & Testing at NABL accredited Labs):		M/s MonteCarlo Ltd, M/S L&T	The % Penalty should be imposed on value of that particular material / line item offered for inspection but not on entire contract price. Kindly Amend.	No changes. SBD conditions prevails
66	Part – 3: Conditions of Contract and Contract Forms		M/s MonteCarlo Ltd, M/S L&T	We understand that the Penalty provision for defects shall be applicable on erection contract value of that particular item and not on supply contact value as you already mentioned penalty on material defect for Pre-dispatch Inspection. Please confirm.	No changes. SBD conditions prevails
67	Guaranteed Technical Particulars	Technical Specification	M/s MonteCarlo Ltd	GTP to be approved as per TS provided in tender and tolerance to be specify in GTP as per IS provision. Please confirm.	As per TS of SBD/ MSEDCL
68	Technical Specification		M/s MonteCarlo Ltd	Kindly provide Technical Specifications of Multicore 2.5 Sq. mm PVC Cables/ hardwares, conductor accessories, insulator etc. Technical Specification for Earthing along with methodology and drawing for all the activity schedule of HT Line.	As per SBD

S No	Tender Clause No	Existing Clause	Bidder Name	Bidder's Request	Clarification from MSEDCL
69	Technical Specification		M/s MonteCarlo Ltd, M/s NCC ltd	Kindly confirm whether Current Transformer / PT is of: i. OUTDOOR RESIN CAST (CYCLOALIPHATIC) DRY TYPE SINGLE PHASE SINGLE RATIO TYPE OR ii. RING TYPE (TAPE WOUND (SPIRALLY WOUND)/RESIN CAST) LT OR iii. OUTDOOR OIL COOLED SINGLE PHASE SINGLE RATIO TYPE. iv.Kindly confirm 33KV Station Class Surge Arrester is of Porcelain Type OR Polymer Type	DRY Type to be used & 33kv Surge arrestor should be of porcelaine type
70	General	Order of precedence	M/S L& T	In case of contradictions among BOQ, scope of works 6: technical specifications, kindly confirm the order of precedence.	precedence will be as per SBD
71	General		M/S L& T	Request to consider Insurance Surety Bonds against EMD/ Bid Security.	As Per SBD
72	ITB 32.1(f) - Point d	Functional Guarantees of the Facilities (Material 6 workman ship) Yes (Major material — 5 years from date of commission 6 Minor Materials - 2 years from date of commission	M/S L& T	Kindly amend this clause as "Not Applicable" since functional gurantees of the facilities is not applicable for any of the material under this tender.	No changes. SBD conditions prevails
73	Part -2 : Employer's Requirements. 12. Miscellaneous activities	The scope of work also covers supply of other items, not specifically mentioned in this specification and/or bill of materials but are required for the successful installation, testing, commissioning and satisfactory performance of the 33 KV & 11 KV lines, 33/11 KV sub stations, distribution transformer sub statians, LT lines, service lines etc.	M/S L& T, M/s PolyCab Ltd	We understand that any items not specified in price schedule/BOQ /Activity schedule and required during project execution shall be discussed and finalized at mutually agreed rate. Kindly confirm	As per activity schedule however in case of missing items as per site requirement will be get approved in Freezing proposal
74	Part -2 : Employer's Requirements.13.3. New 33/11 kV Power Substation	Power Transformer	M/S L& T	As per technical specification available at MSDECL website, power transformer is onload tap changer. Kindly confirm the requirement. Also, kindly confirm the losses for each rating	As per MSEDCL material specification
75	Part -2 : EmplDyer's Requirements.13.3. New 33/11 kV Power Substation	100 KVA, aluminium/copperwound, 11/0.4 KV (or33/0%KV) Station Transformers shak be instaMed on DP structure made of H-Beam 152x152 mm 37.1 kg 8 meter long or parallel flanged beams WPB 160X30.44. Outdoor type Distribution Box/SMC Distribution Box/SMC Distribution Box/SMC Distribution Box complying to IS 13410 for station transformer shall be comprising of 200 A switch fuse unit, 6 Nos SP MCCB— 90 A, 2 Nos 32 A SP MCCB, 3-ph, 63A,	M/S L& T	There is no 8 mtr H beam pole in price schedule. kindly incorporate the same in BOQ.	As per site requirement
		contactor controlled yard lighting timer unit, tri-vector electronic energy meter (mounted in separate metallic LTCT cum meter box) with suitable CT, controlYpower cabling and terminals, 1 No 20 A Industrial socket and switch for local power supply requirements, mounting channel clamps and hardware.			
76	Part -2 : Employer's Requirements.13.3. New 33/11 kV Power Substation	9.00 DC Distribution board (DCDB)	M/S L& T	DCDB requirement in BOQ in Nil. We understand supply & erection of DCDB is not in bidder scope. Kindly confirm	As per SBD

S No	Tender Clause No	Existing Clause	Bidder Name	Bidder's Request	Clarification from MSEDCL
77	Part -2 : Employer's Requirements.13. 3.New 33/11 kV Power Substation	10.00Cables:	M/S L& T	There is mismatch between the sizes of cables mentioned in BOQ Ez scope of works. Kindly confirm the actual requirement.	As per Activity schedule
78	Part -2 : Employer's Requirements.13.3. New 33/11 kV Power Substation	25.00Yard Earthing:	M/S L& T	As per scope of work, earthing material is required of GI type whereas in price schedule MS material is mentioned. Kindly canfirm the actual requirement.	As per SBD
	Part -2 : Employer's Requirements 4.1.6 (5.e)	Sampling from field: Any material, including materials listed below, may be picked from site for testing at test laboratory chosen by inspecting official. 1. Distribution Transformer, 2. Overhead Conductor, 3. Energy Meter, 4. Pole, S. Insulators, 6. Cables, 7. Circuit Breaker. 5e. In cases, where pre-dispatch and factory test results/NABL accredited tab 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	M/S L& T	The said clause doesn't define the acceptable limit of mismatch. Kindly confirm wrt toterance limits.	As per SBD/ Approved GTP/ IS standard
80	Part -2 : Employer's Requirements 13.9.Civil Works And Soil Investigation	If pile foundations are adopted, the same shall be cast-in- situ driven/bared or precast or under reamed type as per relevant parts of IS Code 2911. On\y RCC piles shall be provided. Suitability of the adopted pile faundations shall be justified by way of full design calculations. Detai\ed design calculations shaft be submitted by the bidder showing complete detai\s of piles/pile groups proposed to be used. Necessary initial load test shall also be carried Ciut by the bidder at their cost to establish the piles design capacity. Only after the design capacity of piles has been established, the Contractor shall take up the job of piling. Routine tests for the piles shall also be conducted. API the work (design be testing) sha\t be planned in such a way that these shall not cause any delay in project completion.	M/S L& T	There is no BOq item related to pile foundation. Kindly confirm the payment methodology incase quantity executed at site during execution.	As per SBD
81	Part -2 : Emptoyer's Requirements. 6. GIS Mapping & Asset Tagging	The scope of the bidder is limited to updating the GIS co- ordinates and the associated mapping information of the new assets created/upgraded on the platform provided by the Employer using the mobile app	M/S L& T	We understand that the bidder shall not responsible for GIS mapping of already existing assets covered under this project. The information on already existing assets shall be provided by the empathy clarify.	As per SBD
82	Price Schedule	Price Schedule 301 & 302	M/S L& T	We understand that only PTR foundation works is envisaged in bidder scope. Kindly confirm.	As per Activity Schedule
83	Price Schedule	Price Schedule 202 & 206	M/S L& T	We understand that only PTR replacement works is envisaged in bidder scope for this price schedule. Control room building extension or equipment foundation is not bidder scope. In case any civil work is required then IE will be paid additionally as per actual. Kindly confirm.	As per activity Schedule

S No	Tender Clause No	Existing Clause	Bidder Name	Bidder's Request	Clarification from MSEDCL
84	Part -2 : Employer's Requirements.13.3. New 33/11 kV Power Substation : Station Transformer	BEE Ener ₉ Efficiency Level-1 (1 Star) required as per TS	M/S L& T	As per MoP,GOI proposal currently Energy Efficient Level-1 (1 STAR) rated DTRs (16 KVA to 2500 Kkva) will be freeze wef 1st Jan 2025 and same will be replaced bt 2-star rated DTRs Please confirm whether we have to quote for 1 star or 2 star enery efficient levels for this tender ? if we are quoting for 2 star rated DTRs. then same will have price implications. Kindly confirm	As per SBD
85	Part-3 : GCC Clause 35.2	Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcame 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 Ehe Contract Price. However the Employer's decision in this regard shall be final and binding	M/S L& T	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.	No changes. SBD conditions prevails
86	Part-3 : GCC Clause 42.1.1	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 5ub- Clause 42.1	M/S L& T	We seek that the notice for termination at Employer's convenience shall be at least 45 days.	No changes. SBD conditions prevails
87	Part-3 : GCC Clause 45.2 Disputes and Arbitration	(i) 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 wiEh the rules thereto and the Applicable Law.	M/S L& T	Please clarify if the dispute resolution mechanism is conciliation or arbitration or both successively.	As per SBD
88	Activity Name & No - Additional Sub Station-101-& 103-		M/S Polycab	Control Cable Qty taken less than actual site requirement (4c & 2c).	As per site requirement
89	Activity Name & No - Additional Sub Station-201,301-& 302-		M/S Polycab	i.Only Equipment foundation consider in additional sub stations activity, but Sub Station Land Development, Metal spreading, Plumbing, Chain link fencing are not considered. ii. 33& 11 KV incomer CT ratio .	As per Activity schedule
90	Activity Name & No - Additional Sub Station-201		M/S Polycab	C & R Panel for without Differential protection for 5 MVA transformer not considered.	As per SBD/ Activity schedule

sd/-Chief Engineer (Projects)