

Subject: Pre-Bid Queries				
Pre-bid Meeting Date: 30.09.2025 at 11.00 AM to 1 PM				
BYPL NIT NO:		NIT No.: CMC/BY/25-26/RB/AS/23 Dated: 17.09.2025		
Work:		Award of Network Maintenance Contract (NMC) of Electricity Distribution Network consisting of EHV Grids, 11 KV Network & Streetlight etc in BYPL		
Sl. No	NIT Clause Reference	BYPL Existing Clause in Tender	Bidder's Query	BYPL's Reply / Clarifications
1	Sectionn -III, Clause no. 7.5	7.5The Company shall retain 10% (ten per cent) of the monthly invoice value (excluding GST) from each invoice of the Contractor ("Retention Amount"). The Retention Amount shall be appropriated as follows: (i) up to 7% (seven per cent) towards payment of bonuses to the Contractor's manpower in accordance with the Payment of Bonus Act, 1965; (ii) up to 2% (two per cent) towards leave encashment under the applicable shops and establishments act of the relevant state; and (iii) 1% (one per cent) towards settlement of any other claims of the Company against the Contractor under this Contract.	<p>Practical Concern: In distribution companies, it is a standard practice that all statutory wages and dues (including Bonus, Leave Encashment, PF, ESI, etc.) are disbursed to the deployed manpower along with their monthly salary, and proof of such compliance is submitted to the Principal Employer. Retention from monthly invoices therefore results in unnecessary blocking of Contractor's working capital, despite full compliance being ensured on a monthly basis.</p> <p>Requested Amendment: We humbly request that the above clause be modified as follows:</p> <p>"The Company shall not retain any percentage of the invoice value towards statutory payments (such as Bonus, Leave Encashment or other claims). All statutory dues relating to the manpower engaged under this contract shall be paid by the Contractor to its employees along with the monthly wages and duly reflected in wage registers/statutory records. The Contractor shall submit proof of such payments (salary slips, bank transfer statements, statutory challans, etc.) with its monthly invoice. On submission of such proof, the Company shall release 100% of the invoice value (excluding GST) without any retention."</p> <p>This amendment will ensure smooth cash flow for the Contractor while fully safeguarding the Company's interests through monthly compliance verification</p>	Tender condition shall Prevail.
2	Sectionn -III, Clause no. 6.2	6.2The CPBG shall be of 7.5% of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period, plus three (3) months or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.	We would like to request your kind consideration for reducing the current CPBG (Contract Performance Bank Guarantee) percentage from 7.5% to a more manageable value. This adjustment would help ease the financial burden on the bidders while ensuring that the required performance security is still maintained adequately. We understand the importance of securing performance, but we believe a lower percentage, such as 5%, would still meet the necessary requirements while supporting the bidders more effectively. We would also like to highlight that TPDDL currently follows a 5% CPBG, and it has proven to be a balanced and effective approach.	Tender condition shall Prevail.
3	Section -III, Clause no. 12.7	In case Hon'ble DERC, the Regulator, imposes penalty for non-achievements of targets defined under Delhi Electricity Regulatory Commission (Supply Code and Performance Standards) Regulations, 2017 and its subsequent amendments and such penalties are found to be attributable to the vendor as per scope of work defined in this document, the same shall be levied on the vendor by the company	We work under the instruction/supervision of the engineer in charge, hence any penalty imposed by the DERC shall not be attributable to us	Tender condition shall Prevail.
4	Section - III, SCC, clause 8.2	Contractor shall take a Mediclaim policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESIC.	<p>1. Sum assured value may kindly be increased 3-5 lakh.</p> <p>2. Premium should be as per actual reimbursement basis, since number of manpower cannot be determined in advance due to min. wages notification and those who cross the limit of ESIC.</p>	Tender condition shall Prevail.
5	Section - V, SOW	1.For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 3-year-old at the site/ vehicle odometer reading shall not be more than 30000 km. Vehicle also compatible with odd & even days as per Delhi Govt order if any during the period of contract. Electric Vehicle or CNG vehicle shall be preferred. GPS is compatible with BSES system i.e. MAP MY India only. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor will ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer in- charge.	Along with commercial vehicle, private number vehicles may be allowed, 'kindly consider the applicable Pollution & registration norm of Delhi Govt. and amendment may be issued accordingly	Tender condition shall Prevail.
6	Clause no.5.6.32	Hand Gloves	The make of hand gloves should also include Viduit make or equivalent	Tender condition shall Prevail.
7	General		If there is excess manpower already in place from previous arrangements, will the contractor be allowed to reduce staff strength as per operational requirement? Will such decisions require BYPL approval?	You are required to comply with the manpower provisions outlined in the new contract & this is SLA based contract.

8	General		If the existing manpower is absorbed by the new contractor, will BYPL bear the previous dues (such as pending bonus, gratuity, leave encashment, arrears, or any other past liabilities) relating to the period prior to the new contract start date or this liability of new contractor ? Or should the bidder factor these past liabilities into its financial costing while preparing the bid?	The responsibility shall henceforth rest with the new contractor. However, all outstanding dues and liabilities shall be duly cleared by the previous contractor/vendor
9	Section V, SOW, Clause " PPE's	List of PPE	Item mentioned against the Srl. No, are very very expensive and moreover, as per the present scenario these items are being provided by BSES as an when required hence request for its withdrawal from the scope of vendor	Tender condition shall Prevail.
10	Price bid-	make list of various items	In your Tender, you have specified a specific make for various items in this regard, we would like to request to consider the Equivalent make along with.	Tender condition shall Prevail.
11	Price Bid- Clause no : 4	The contractor supervisor will play the role of safety supervisor. The safety supervisor shall hold a diploma degree from a recognized institute or university as per CEA Regulations, 2010. Also simultaneously contractor has to ensure their competency in safety or EHS with 40 hours training from reputed agency (like RLI/Allied Boston/ National Safety Council) or trainer, which should be verified earlier by BYPL safety department accordingly. The copy of training certificate	It is noticed that the Safety Supervisor position has not been mentioned in the indicative manpower list provided. Please clarify the number of safety supervisor.	Tender condition shall Prevail. Please refer no. 4 (4.OHS ORGANIZATION & RESPONSIBILITY)
12	Section - V , SOW, SI No. 32	Maintenance & Testing of Pr. Tr	Maintenance & Testing of Pr. Tr	It will be considered as Maintenance of Pr. Tr. Testing should be done by BYPL teams.
13	Section - V , SOW, SI No. 62	Replacement/Augmentation of Power Transformers (PTR) of all ratings including dismantling of Old PTR, Transportation of new PTR from Store to Site and returning of Old PTR from site to Stores	Replacement/Augmentation of Power Transformers (PTR) of all ratings including dismantling of Old PTR, Transportation of new PTR from Store to Site and returning of Old PTR from site to Store.	This clause is removed.
14	Section-III, SCC, Clause 4.2	4.2The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to a)Increased labour costs, including due to an increase in minimum wages as under a notification issued under the Minimum Wages Act, 1948 during the Agreement Period, b)changes in insurance premiums, and/or c)changes in legislations or regulations relating to the Service.	Tender specifies no adjustment in service fees for increased labour costs including Minimum Wages Act revisions. Request clarification if BYPL can consider a statutory pass-through mechanism for notified minimum wage increases during contract term.	The rates /agreement consideration is firm and fixed for the agreement period .The rates shall not be subject to escalation or increase on any account /reason(s) whatever except for variation in statutory labor compliances , duties and levies related to this contract which would be reimbursed on an actual basis .
15	Price Bid		Confirm if RA is on total package value or activity-wise/lots	RA will be conducted on Part A only
16	SOW 1.4.1	Street Light Maintenance and Troubleshooting: All the material will be provided by the company. Tower wagon required for this activity	please clarify who will provide the tower wagon	Tower wagon will be provided by BYPL
17	Price Bid, Page no. 187	In price bid Format (O&M) Monthly Charges for North East Circle & Central circle	Point no. 2b and 3b , both Mentioned the same point copied , Please clarify	Please consider Point no. 2b as :Monthly O&M Charges of EHV Grids & Transmission Lines in North East Circle of BYPL as per the Scope of Work as per Section- VI, Clause 2 Point no. 3b : Monthly O&M Charges of EHV Grids & Transmission Lines in Central Circle of BYPL as per the Scope of Work as per Section- VI, Clause 2, Annexure attached with this corrigendum_2
18	General	11KV Tools List	Tools list to be updated , as few tools not required in the field	Revised tools list updated attached as annexure with this corrigendum-3
19	General, page no. 95	PD Testing Vehicle to be under the control of Engineer – In – Charge of Switchgear Workshop / Head (OET) and shall ply in the entire BYPL area. Tower Wagons of 15 Mtrs boom Length required.	Please clarify the uses of Vehicle & Tower wagon as not part of the total vehicle list	Tower wagon will be provided by BYPL & Vehicle not required for PD testing
20	SOW 1.3, page no. 95	The details of minimum numbers of vehicle required for performing various activities under the scope is as follows CNG 12*7- Sub-division, CNG Vehicle 12*7 for Street light	Request to kindly amend the time schedule as follows CNG 12*6- Sub-division, CNG Vehicle 12*6 for Street light	Revised vehicles list updated attached as annexure with this corrigendum-3