

PROJECT	Survey, Design, Engg, Supply, Erection, Testing and Commissioning of New 33 kV Switchgear panels including Minor Civil Works and Dismantling of Existing Equipments on Turnkey Basis at GB Pant Grid, Delhi				
NIT Ref	CMC/BY/22-23/RS/MD/33				
Doc. Title	Pre Bid Queries Commercial				
Sl. No.	Section No.	clause no.	Clause description	Comment	BYPL Reply
	SECTION-II INSTRUCTIONS TO BIDDER	10.03 (page 14 of 259)	Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price/ Price Variation Clause will be treated as non -responsive and rejected.	In case of extension in contract period from proposed project execution period, which is not attributable to Seller; Seller can revise the prices as per mutual discussion and agreement with Purchaser.	Price shall be firm for entire project execution
		10.04 (page 14 of 259) 27.0 (page 18 of 259) 4.03 (page 31 of 259)	The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted. -The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the order. -Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution	-We understand the quantities and ratings given in specifications are firm and we require to estimate only for cables, trays, steel, earthing and lightning etc. for battery limit within SS only. -Any additions in scope during project execution shall have price and time implications on contract.	Kindly adhere to tender document.
		12.02 (page 14 of 259)	Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier	Currently we have offered- bid validity of 120 days from the the date of bid submission, extension in bid validity shall have price and time implications on the contract.	Extension in bid validity shall have NO price implications.
		30.0 (page 18 of 259) 10.03 (page 48 of 259)	WORKMANSHIP/EQUIPMENT PERFORMANCE BANK GUARANTEE Contractor shall submit the workmanship / equipment performance bank guarantee equivalent to the 10% of the contract value at the time of claiming the last payment as per TERMS OF PAYMENT (Supply and Erection, Testing & Commissioning), with the validity of the bank guarantee till Defect Liability Period i.e. 60 months from the date of Handing over of entire package plus 3 months towards claim period	We have not confirmed and complied to this clause	No deviation in this regard. Kindly adhere to NIT conditions.
		32.00 (page 19 of 259)	Completion period -05 Months from the date of LOA/PO for each project/grid	Delivery period mentioned in tender document is not feasible to meet. Delivery period shall be 9 months after drawing approval or manufacturing clearance, whichever is later. Request BYPL to accept the same.	No deviation in this regard. Kindly adhere to NIT conditions.
	GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY)	5.05 (page 32 of 259)	All in-house testing and inspection shall be done with out any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency.	The charges towards in house inspection by third party (to-fro and lodging and boarding) to be borne by BYPL.(same is mentioned in clause no. 6.02 of this section)	Noted
		5.06 (page 32 of 259)	Purchaser reserves the right to send any material being supplied to any recognized laboratory for testing, wherever necessary and the cost of testing shall be borne by the Bidder	We have not included any charges towards testing at recongnized laboratoty in offered bid prices.	All routine test charges in bidder's scope.
		6.01 (page 32 of 259)	Inspection shall carry out stage wise/final inspection as per agreed QA /QC procedure	We do not envisage any stage inspections.	Kindly adhere to tender specification
		12.02 (page 35 of 259)	Purchaser has the right to recover tax loss, interest and penalty suffered due to any non-compliance of tax laws by the Vendor.	This clause is not acceptable.	No deviation in this regard. Kindly adhere to tender document.
		20.01 (page 37 of 259)	BYPL shall give Supplier notice of any defective Commodity promptly after becoming aware thereof. BYPL may in its discretion elect to return defective Commodities to Supplier for replacement, free of charge to BYPL, or may reject such Commodities and purchase the same or similar Commodities from any third party. In the latter case BYPL shall furnish proof to Supplier of the cost of such substitute purchase. In either case, all costs of any replacement, substitution, shipping, labour and other related expenses incurred in connection with the return and replacement or for the substitute purchase of a Commodity hereunder should be for the account of Supplier.	Same is not acceptable to SEIL	Kindly adhere to tender document.
		26.0 (page 39 of 259)	- If supply of items/equipments is delayed beyond the delivery schedule as stipulated in purchase order then the Supplier shall be liable to pay to the Purchaser as penalty for delay, a sum of 1% (one percent) of the Total price for every week delay of undelivered units or part thereof for individual mile stone deliveries. - The total amount of penalty for delay under the contract will be subject to a maximum of ten percent (10%) of the Total price of total undelivered units.	SEIL shall not be liable for penalty of any kind on account of delay not attributable to SEIL. We shall not accept any penalty on any other account. Bid is being submitted accordingly.	No deviation in this regard. Kindly adhere to NIT conditions.
		29.0 (page 39 of 259) 27.0 (page 55 of 259)	Force Majeure	Request BYPL to accept inclusion of Epidemic, Pandemic, change in laws to be added as FM events.	All the force majeure shall be as per Govt notification. Please follow NIT.
		30.0 (page 41 of 259) 22.0 (page 53 of 259)	TRANSFER AND SUB-LETTING	Services of reliable sub-contractor shall be utilised as lot of site work including civil work, dismantling, loading/unloading/erection, supervision of equipment's is in scope of work. Request BYPL to accept the same.	Noted, written permission request shall be submitted by bidder before work execution. Approval of the same shall be in BYPL scope.

		33.0 (page 41 of 259) 23.0 (page 54 of 259)	Indemnification- Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.	Request BYPL to accept following clause Each Party shall indemnify, defend and hold harmless the other Party and their respective officers, directors, employees and agents from and against any and all third party demands for damages, costs and expenses (including reasonable legal fees) directly relating to or arising from injury or death to persons, or damage or loss to property to the extent directly caused by the negligence or willful misconduct of that party, provided that the indemnified Party: (a) gives the indemnifying Party prompt written notice of such claim; and (b) cooperates with the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim. The indemnifying Party shall not be responsible for any settlement made by the indemnified without the indemnifying Party's prior written consent.	Kindly adhere to NIT conditions.
		36.0 (page 42 of 259)	Limitation of Liability	Request BYPL to accept following LOL clause: Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract	Kindly adhere to NIT conditions.
		39.0 (page 44 of 259)	Commissioning Spares shall be deemed to be included in the quoted price	Commissioning spares not included in scope.	Noted
	GENERAL CONDITIONS OF CONTRACT (GCC-ETC)	4.1 (page 46 of 259)	The scope of work under this contract shall include the turnkey execution on End to End Basis , including Survey, Designing, manufacturing, inspection & testing, dispatches, loading , unloading, storage at site, erection & installation, testing of the installation, commissioning ,handing over to the purchaser.	Noted. However storage at site not included in scope. -Structural and Civil work is not included in scope. -Obtaining statutory clearance & certification from Electrical Inspector and any other statutory authority is not included in scope.	Kindly adhere to tender document.
		4.6 (page 47 of 259)	After completion of E/T/C work , contractor has to obtain Electrical Inspector/BYPL's clearance certificate of the electrical installation	same is not included in scope.	Kindly adhere to tender document.
		5.1 (page 47 of 259)	The rates finalized for this order shall be firm for the entire duration of work carried out by the Contractor under the order and are not subject to any variation and escalation for any reason whatsoever.	In case of extension in contract period from proposed project execution period, which is not attributable to Seller; Seller can revise the prices as per mutual discussion and agreement with Purchaser.	Price shall be firm for entire project execution
		14.0 (page 50 of 259)	- Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness. - Liquidated Damages: In the event of any delay in completion of the work beyond the stipulated time given by in order due to reasons solely attributable to the Contractor, the Contractor shall pay to the Company liquidated damages. -if the Contractor failed perform the services within the time period specified in the order, the Company shall, without prejudice to its other remedies under the contract, deduct liquidated damages a sum equivalent to 1% of the Total order value for each week or part there of delay until the actual date of completion up to a maximum deduction of 10% of Total order value. Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.	Penalty clause is not acceptable to SEIL -SEIL shall not be liable for penalty of any kind on account of delay not attributable to SEIL. We shall not accept any penalty on any other account. Bid is being submitted accordingly.	Kindly adhere to NIT conditions.
		25.0 (page 54 of 259)	Risks & cost-If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-charge within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor	Same is not acceptable to SEIL	Kindly adhere to NIT conditions.
		26.0 (page 54 of 259)	Arbitration	We request to accept - 'Sole Arbitrator t.o be appointed mutually by both the Parties, as per rules of Arbitration & Conciliation Act, 1996	Noted
		29.0 (page 57 of 259)	Termination- During the course of the execution, if at any time BSES observe and form an opinion that the work under the order is not being performed in accordance with the terms of this Agreement, BSES reserves its right to cancel this Agreement giving 15 days notice mentioning the reason for the termination of the agreement and BSES will recover all damages including losses occurred due to loss of time from Contractor	Either party can suspend or terminate by giving 30 days notice for any reason. Moreover, buyer shall pay seller complete amount for works already carried out with reasonable profit.	Kindly adhere to NIT conditions.
	Additional clause in GCC supply and GCC ITC	Scope	Any supply/work details not explicitly mentioned in this scope but mandatory for successful commercial operation of the substation shall be deemed to be included in bidder's scope.	SEIL 's scope shall be limited to BOQ and technical deviations/clarificaitons which would be submitted as offer documents. Any additional equipments/services required in future shall be offered on chargeable basis.	Additional requiremnt any due to any additional scope sought by bypl shall be considered. However any requirement to complete the project as defined in tewnder and further clarification shall be in bidder scope.

		Export Compliance		<p>The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.</p> <p>Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.</p> <p>If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Agreement.</p>	Any inclusion of additional clause not mentioned in our NIT shall not be considered and dealt separately as per condition and suitable norms.
1		COVID Disclaimer - Additional clause		<p>Notwithstanding any provision to the contrary, the Buyer agrees to accept the Contract on the basis that any stoppage, hindrance, delay or inability to perform arising from or due to the current Covid-19 epidemic or events subsequent (including but not limited to changes in laws, regulations, by-laws, quarantine and movement controls or restrictions) will be considered an excusable delay by the Seller without any consequence or any liability including, without limitation, delay penalties, liquidated or other damages or termination for default</p> <p>7. All or part of the products and/or the services to be delivered and/or performed, according to the present offer/contract ("Supplies") are produced, delivered, performed in, and/or sourced from areas that are or may become affected by the COVID-19 pandemic (including variants) and/or a shortage or interruption or delay in the transportation or procurement of raw materials, power and/or components ("Circumstances"). Such Circumstances, even if known at the time of issuing or signing the present offer/contract, may trigger stoppage, hindrance or delays in the Vendor's ability to produce, deliver, perform and/or source the Supplies. Consequently, notwithstanding any other provision of the contract or order:</p> <p>(a) The delivery schedule, performance schedule and/or lead times shall be deemed to be indicative and are provided for information purposes only. The Vendor shall inform the Buyer of any changes.</p> <p>(b) Such Circumstances shall be considered as a cause for excusable delay. The Vendor shall not be liable for any claims, costs or losses resulting from such delays including, without limitation, for delay penalties, liquidated or other damages. In addition, such delays shall not constitute grounds for termination for default.</p> <p>(c) If such Circumstances render the performance of the contract or order burdensome and/or more onerous for the Vendor (including increased costs to perform), both parties shall meet to adjust the contract or order conditions, including pricing and scheduling.</p>	Any inclusion of additional clause not mentioned in our NIT shall not be considered and dealt separately as per condition and suitable norms.