

PROJECT SITC of 11kV switchboard along with allied equipments, accessories and works on turnkey basis at Hasanpur Depot in BYPL, Delhi.					
NIT Ref CMC/BY/22-23/RS/MD/13					
Doc. Title Response to Pre-bid queries					
Sl. No.	Section No.	clause no.	Clause description	Comment	BYPL Response
1			Schedule of Work	In tender, Schedule is define as Supply is of 2 months & 1 month for ETC, We request that for Supply portion kindly consider 5 months from PO date.	Tender document shall remain same
2			Bid Submission date	Request to extend the Bid Submission date 24th June'22.	Submit the bid by 17.06.2022, 15:00PM, No further extension shall be given.
3	As per GCC Supply , Cl no.12	6 of 16	Terms of Payment	We request you to kindly consider the following payment terms for Supply & Services: Supply: a. 10% of basic price as advance against submission of ABG of equivalent amount b. 80% of supply portion will be paid alongwith 100% taxes and duties on receipt of material at site within 30 days of submission of all clear invoices. c. 10% after obtaining Certificate of Commissioning and submission of PBG for 10% of total contract value valid till completion of warranty period. Services (ETC): a. 10% of basic price as advance against submission of ABG of equivalent amount b. 80% against monthly running bills on prorata erection of equipment within 30 days of submission of invoice alongwith 100% taxes and duties. c. 10% against successful commissioning and submission of PBG of equivalent amount valid till warranty period. In case if commissioning gets delayed beyond 30 days for reasons not attributable to Siemens then the balance payment shall be released immediately.	Tender document shall remain same
4	As per GCC Supply , Cl no. 19.0	9 of 16	Defect Liability Period 60 mnths from the date of commissioning or 66 mnths from the date of delivery whichever is earlier.	Request you to consider the following clause: Warranty /Defect Liability Period shall be of Eighteen (18) months from the date of Commissioning or Twenty Four (24) months from the date of Supply, whichever is earlier.	Tender document shall remain same
5	As per GCC Supply , Cl no.29	11 of 16	Force Majeure With reference to the complete clause.	We propose that the list of force majeure events shall not be finite and should not express any exclusion of specific events. Contractor shall be paid for the work performed and inventory in case of termination of contract under the force majeure event. Either parties shall notify to the other party in writing of the force majeure events within 7 working days of the occurrence of the force majeure event. Further, if the Force Majeure event lasts longer than 60 days then both the parties can Terminate the contract.	Tender document shall remain same
6	As per GCC Supply Cl no.22	10 of 16	Time – The Essence of Contract The time and the date of Completion of the Supply as stipulated in the Letter of Acceptance/ Purchase order issued to the Supplier shall be deemed to be the essence of the "Contract". The Supply has to be completed not later than the aforesaid Schedule.	We accept this clause provided that Contractor shall be not liable for reasons for delay not attributable to him.	Tender document shall remain same
7	As per GCC Supply ,Cl no.25.0	10 of 16	Clause 25.0 - Consequences of Default (a) If an Event of Default shall occur and be continuing, BYPL may forthwith terminate the Contract by written notice. (b) In the event of an Event of Default, BYPL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions: (i) present for payment to the relevant bank the Performance Bond; (ii) Purchase the same or similar Commodities from any third party; and/or (iii) Recover any losses and/or additional expenses BYPL may incur as a result of Supplier's default.	Request you to consider the following: If BYPL terminates for Contractor's default, it shall do so only for material default and after a lapse of reasonable cure period to remedy that defect. In the event of termination, BYPL shall be obliged to pay for the completed part of the work, work in progress or inventory of the said scope of work for which the manufacturing clearances were already issued by BYPL.	Tender document shall remain same
8	As per GCC Services , Cl no.13	4 of 12	Clause 13- Penalty and Liquidated Damages: 13.1 Penalty: A penalty of 2.5% of bill amount shall be levied in each case of non-compliance of safety practices and site cleanliness. 13.2Once the maximum is reached to Company may consider termination of contract without any liabilities to Company.	1. We propose LD clause for the complete contract : For all the penalties/ liquidated damages/ non-compliance of safety practices and site cleanliness the maximum cap of LD shall be limited to 5% of the unexecuted Order Value." 2. In the event of delay, request you to first levy Liquidated Damages (LD). Further, in case if the maximum cap of LD is breached, BYPL can exercise the right to terminate the contract. In other words, LD shall be the sole & exclusive financial remedy for delay.	Tender document shall remain same
9	As per GCC Services Cl no.23	9 of 12	Clause 23 - Events of Default:(ETC) With reference to complete clause	We accept the clause but contractor shall be responsible for 'material breach' only. In addition, Contractor shall be paid for the work performed under this contract with suitable cure period mutually agreed by both the parties.	Tender document shall remain same
10	As per GCC Services , Cl no.28	11 of 12	Cl no.28 Termination With reference to complete clause	Request you to consider the following: If BYPL terminates for Contractor's default, it shall do so only for material default and after a lapse of reasonable cure period to remedy that defect. In the event of termination, BYPL shall be obliged to pay for the completed part of the work, work in progress or inventory of the said scope of work for which the manufacturing clearances were already issued by BYPL.	Tender document shall remain same

11	As per GCC Supply cl no.36.01	Pg 14 of 16	Limitation of Liability With reference to complete clause	We request you to kindly modify the clause as below: Except as provided otherwise in the contract and except for wilful misconduct or gross negligence ,neither party shall be liable to the other party for loss of use of any works,loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by other party in connection with the contract.The total liability of the contractor to the purchaser under the contract shall not exceed the contract value.Except that this clause shall not limit the liability of contractor : a) under any other provisions of the contract which expressly impose a greater liability. b) In cases of fraud , wilful misconduct or illegal or unlawful acts or c) In cases of acts or omissions of the contractor which are contrary to the most elementary rules of diligence which a conscientious contractor would have followed in similar circumstances.	Tender document shall remain same
12	As per GCC Supply cl no.37.01	Pg 14 of 16	Liability of contractors: With reference to the complete clause.	We request you to kindly modify the clause as below: Subject to the due discharge of its obligations under the contract and except in case of gross negligence or wilful misconduct on the part of the contractor or on the part of any person acting on behalf of the contractor ,with respect to any loss or damage caused by the contractor to the purchaser's property or the site ,the contractor shall not be liable to the purchaser for the following: a) For any indirect or consequential loss or damage and b) For any direct loss or damage that exceeds i) The total payments made and expected to be made to the contractor under the contract including reimbursements if any or ii) The insurance claim proceeds which the contractor may be entitled to receive from any insurance purchased by the contractor to cover such a liability ,whichever is higher.	Tender document shall remain same
13			Scope of Work.	Kindly confirm that the complete civil design and construction of the substation is in client scope, Please confirm	Noted
14	11kV AIS		Technical Specifications	As discussed during Pre-Bid Meeting of said tender held on 25/05, all the clarifications of 11kV panels - Siemens make for past tenders of BYPL MotiaKhan & IP Extension are still valid in this tender, Request to confirm.	In pre bid meeting, it was conveyed that points pertaining to clarity shall not be repeated. Although kindly put the deviation from specification if any.
15	3.f RTU/ DCU Enclosure(pdf sheet no.10 of 50)		The whole RTU/DCU hardware should be housed in a energy efficient air conditioned cabinet with temperate and humidity controller	We understand that the RTU panle shall be placed in air-conditioned Room.So,separate air conditioning is not required in RTU panel	If RTU panel placed in AC room then it is not required
16	3.f RTU/ DCU Enclosure(pdf sheet no. 10-11 of 50)		It should have a roof mounted exhaust fan with a removable screwed covering, to be used as an alternative in case of AC failure.	We understand that this requirement with air conditioning is not required.	In case of AC failure fan will be used to dissipate the heat,so fan with filters is required.
17	3.f RTU/ DCU Enclosure(pdf sheet no. 11 of 50)		A minimum 30% free space should be provided for spares for future expansion.	We understand that 30% free space will increase the panel space and will make the panel bulky.So,we request to restrict this upto 10% only	Provide panel drawing with component layout to finalise panle size,free space is must for future expendable and self cooling as ac not fitted in panel.
18	3.f RTU/ DCU Enclosure(pdf sheet no. 11 of 50)		Table 3.f [1] BYPL approved Makes S.No. Make 1 Rittal	We request the customer to consider other make Panels also,as single make will lead to monopoly situation .	Rittal and equivalent may be considered..
19	3.g RTU/ DCU System(pdf sheet no. 11 of 50)		RTU/ DCU should be modular and expandable	Our offered RTU shall have facility for expandibility.But any future requirement shall be arranged on price basis in future	OK noted
20	3.i RTU/ DCU Commissioning /(pdf sheet no. 14of 50)		Final point-to-point testing from SCADA Center is to be necessarily cleared before SAT.	We understand that any integartion work with SCADA Centre shall not be in bidder scope.Our scope shall be limited upto sub-station end only	Point to point testing will be done on IEC104 protocol,SCADA centre configuration work will be done by BYPL.
21	3.j Time synchronization and SOE/(pdf sheet no. 14 of 50)		A dedicated GPS signal from the SCADA MCC & BCC (FEP) will be provided for the synchronization of the entire system	We understand that a dedecated separate GPS is not required	RTU should be capable to sync with SCADA MCC and BCC on TCP/IP IEC-104 protocol.
22	3.k Response Times and I/O Capacities/ (pdf sheet no. 15 of 50)		Table 3.k [2] Typical I/O capacities for a substation Digital Input 8192 Digital Output 2048 Analog Input 2048 Analog Output 512	Please provide a clarification regarding the qty mentioned. We understand that this is combination of Hardwire IO & Soft IO capacities of the substation. Whether all this inputs will be hooked up with RTU.We understand that any hardwired BI/BO/AI/AO is not required.	These are combination of hardwired and soft, minimum hard wire also required for any future hardwired device integration.
23	3.o Interchangeability & Future Extendibility / (pdf sheet no. 18 of 50)		Each module and switch links of the RTU/ DCU and Network Automation system should have Hot Swap feature i.e., at the time of removal/ insertion of modules and switch links, the system should not become faulty and automatically recognize the new module and switch link without any need of system reboot.	The Hot Swap Feature posses risk of Safety for the personal doing maintenance. In addition to that also it may lead to malfunction of device if the activity is not properly and carefully carried out.	Hot swapping is required to ensure minimum downtime.and it is standard feature of many RTU OEMs.

24	6 Pre- Dispatch Inspection (FAT) & Minimum Testing Facility (pdf sheet no. 22of 50)		3) Simulation of RTU/DCU & SCADA Network Connectivity , data acquisition from IEDs/MFM and functionalities like: Hot Swapping		
25	8 System Spares, Tools & Software Tools with Licenses (pdf sheet no. 23-24 of 50)		4. Control Cable 1.1. Rack redundant 1.2 Rack I/O 1.3 to 1.5 Cable with Module 1.8 Power Supply SMPS	We understand that the mentioned items in the spares list is not applicable to us for supply	IO module with cables is required for hardwiring with spare, All Spares will be decided at the time of detail engineering.
26	3f. RTU/ DCU Enclosure (pdf sheet no. 10 of 50)/		RTU/ DCU enclosure should be suitably sized minimum 800mm to accommodate all RTU/ DCU and network accessories, self-standing, fabricated 14 gauge, CRC sheet, duly powder coated paint (RAL 7032 Siemens Grey Structure Shade) with black color plinth and IP class IP5X protected suitable for both indoor and outdoor installations.	We understand that RTU panel shall be placed in indoor Panel.Pls confirm	Indoor
27	3.p Service life,Warranty & Replacement support/ (pdf sheet no. 19-20 of 50)		1.RTU/DCU & network Automation system hardware: Min. % years 2.RTU/DCU & network Automation system accessories: 2 Years 3.Ethernet Switches: 5 years	1.Warranty of RTU shall be 5 years from supply.Any consumable items shall be excluded from the warranty. 2.The warranty shall be from the supply.RTU/DCU & network Automation system hardware 3.The warranty on Ethernet Switches shall be from supply.	1.RTU warranty shall be as per tender and define consumable items. 2.OK noted 3.OK noted
28	3.g RTU/ DCU System/ (pdf sheet no. 11of 50)		It should have a under voltage and earth leakage detection system.	We shall offer reverse voltage,overload & Short-ckt Protection.Pls acknowledge	Required ues transducer if required.
29	3.g Cyber Security/ (pdf sheet no. 21of 50)		Cyber Security Compliance	We shall comply to cyber security accoring to the BDEW white paper	Shall comply security standard as per tender.
30	Annexure-12a(pdf sheet 29 of 50)		RTU/DCU System Architecture	1.We shall submit our prosed architecture along with offer and the offering shall be accordingly	OK noted
31	Distribution Transformer		Scope of Work	Please confirm the exact requirement, in the tender BOQ it is written as Dry type transformer whereas in scope of work & TS is of oil type transformers. If it is dry type request to provide us TS & the approve make of same.	In tender also, oil type transformer is required and specification of the same has been attached.
32	Fire Resistant Coating (Supply BOQ Sr. No. 3.8)		Fire Resistant Coating a) On all cable specified in "Scope of Supply" b) Fire rating-2 hours	As per our understanding Fire Resistant Coating will require at both end of Power Cables with length of 1 Mtr. Each side, Please confirm	Fire resistant coating shall be provided for complete cables inside the substation building.
33	Fire Resistant Coating (Supply BOQ Sr. No. 3.8)		Fire Resistant Coating a) On all cable specified in "Scope of Supply" b) Fire rating-2 hours	Fire reatardant coating needs to applied to all 33kV, 11kV , LV power & Control cables for full length within plot area. Kindly confirm on the scope and requirement.	Fire resistant coating shall be provided for complete cables inside the substation building.
34	Cable Sealing (Supply BOQ Sr. No. 3.7)		Cable Sealing System For all cables entering and exiting the Substation Building	Request to decrease the Spare Quantity requirement of this costly item from 30% to 10% as there is no Future bay is there.	No deviation in this regard. Kindly adhere to specification.
35	Cable Sealing (Supply BOQ Sr. No. 3.7)		Cable Sealing System For all cables entering and exiting the Substation Building	Request to approve more makes like UGA SYSTEM-TECHNIK GmbH & Co. KG	Kindly put the same point at the time of technical evaluation.
36	Video surveillance system (Supply BOQ Sr. No. 18)		Furniture Requirement in Video Surveillance System	Here our understanding is that we could not consider any type of Furniture under Video Surveillance system.	Kindly put the same point at the time of technical evaluation.
37	Insulated Floor Coating (Supply BOQ Sr. No. 11)		Insulated Floor Coating	In regular practice we do the Insulated Floor coating only inside the Switchgear room, please confirm here also	Insulated floor coating shall be provided inside complete substation building.
38	Cable Tray support structure, Cable Support Structure along with Clamping Arrangement & Angle Channel Arrangement (Supply BOQ Sr. No. 3.6, 3.9 & 9)		Cable Tray support structure, Cable Support Structure along with Clamping Arrangement & Angle Channel Arrangement	Please share the drawing, or please confirm in the event of award of order bidder is free to fabricate as per the site requirement.	There is no drawing as of now. In event of award, submit the drawing for approval.
39	Battery & Charger (Supply BOQ Sr. No. 4.4 & 4.5)		Technical Specification	In the given battery specs wherein two ratings are mentioned on page 12-13 i.e 100Ah/300Ah. How to determine which rating is required by for this tender as there is no details on load & backup time available. Please confirm for enabling to process	Type-2 Batter bank and battery charger shall be considered.
40	Conduits (Supply BOQ Sr. No. 10)		Conduits	As discussed in Pre-Bid Meeting, Request you please transfer this Conceild Conduit work in Civil Contractor scope.	Concealed conduit is in BYPL scope. Conduit required apart from that shall be in bidder's scope.
41	Accessories (Supply BOQ Sr. No. 17)		Accessories	Under this line item we consider as per manufacturer recommendation only.	Noted. Although go through tehcnical specification for accessories details if any.
42	Recommended & Mandatory Spares (Supply BOQ Sr. No. 16)		Recommended & Mandatory Spares	We will only consider the following spares under this supply BOQ Item mention on pages: On Page 48 & 60 of ts of 11kV AIS (BSES-TS-66-HTSWG-R0) only	Kindly go through all specification for spares.

43			TYPE TEST	We here by confirmed that we could not consider any new Type Test in our offer, Only Routine Test will be consider at the time of BYPL inspection. Some Type tests are more than 5 years where we confirm that there is no design change. Generally, as per manufacturing practice, we repeat the type tests only when there are changes in the type tested design. So no type tests/specific tests/special tests are taken into consideration for any equipment.	Noted
44			Numerical Relays	There is no remote end relay in bidder scope.	Noted
45			415V ACDB	Second incoming source to ACDB details I snot clear and hence LV cable and termination for the same is not in our scope. Kindly confirm.	Noted
46			Furniture Requirement in SCADA	Here our understanding is that we could not consider any type of Furniture under SCADA system	Noted
47			Faulty Material Replacement any SCADA materials found faulty during warranty period should be replaced within two weeks	Any SCADA materials found faulty during warranty period will be replaced within 4-6 weeks for Imported items. Yes we maintain inventory readily available in India also. But sometime in approval process it will take time so request if any SCADA materials found faulty during warranty period then it will be replace within 4 weeks or before that.	Noted
48			Inspection	We will not consider any type of Travelling, Loading, Boarding & 3rd party cost at the time of FAT & training.	Noted
49			Laptop & Software	We will not consider any supply of Laptop & Software other than mention in the particular item specs, please confirm	Noted
50			Clarifications & Deviations	We request BYPL to share the Clarifications & Deviations of other bidders also	Shall be published on BYPL website
51			Shutdown	If Shutdown is require in executing the Project then BYPL inform us Shutdown atleast 15 days before. Also Providng & coordination of shutdown is in BYPL scope.	Noted
52	NIT, BOQ SCOPE of WORK & General Technical Clarification		Scope of Work & Coordination with Statutory bodies & outside agencies	In tender document, We found that Coordination with Statutory bodies & outside agencies are in bidder scope. Request you please remove this from bidder scope we will ensure you that when BYPL apply for any type of statutory approval for said substation SIEMENS will help in Preparing all the documentation / drawings.	Kindly adhere to tender document
53			AMC	As per our understanding there is no requirement of AMC in this tender, please confirm	Noted. No AMC as per tender document.
54			Quantity Variation	Please Define the %age of Quantity Variation in this Tender	Refer tender document
55			For Quantity calculation of BOM Lot Material	Tender Layout & SLD we considered for calculating the Quantity Calculation of BOM Lot Items	Noted
56			We understand that Other than CEIG Approval no Satutory Approvals considered by bidder	Please confirm	Kindly adhere to tender document
57			Construction Water & Electricity	As per our understanding it is in Bidder Scope, please confirm	Noted
58			Warranty / Defect Liability Period	As per our understanding the Warranty / Defect Liability Period requirement is of 66 months & no other warranty of particular equipment is required in this tender please confirm	Kindly contact the same from C&M department of BYPL
59			FO Cable	As per our understanding FO Cable Laying & other accessories outside the substation is not in bidder scope.	Noted
60			Power cable Laying & termination	As per our understanding Power Cable Laying & Terminations outside the substation is not in bidder scope.	Noted
61			ETC BOQ Line Item No. 64 to 68 Training on O&M of 33 KV GIS, Numerical Relays, 11KV Switchgear, NIFPS & IEC61850: One day classroom training at BYPL Training Centre and one day onsite training. Training shall be provided by Domain experts only	Noted, Here our understanding is that One day each training shall be conducted at BYPL Training centre Delhi & BYPL IP Extension Site. Training shall be provided on O&M of said equipment, there is no In-hand material will be provided during training. Any type of BYPL or consulatnt boarding, lodging and travelling is not in bidder scope.	Noted
62			Road	Please confirm that up to the site Road is available.	Kindly visit the site for confirmation
63			Statutory Approvals	we have not considered any kind of Statutory Approval in our scope of work .	Kindly adhere to tender document
64			Soft Copy of BOQ	For easiness request to share the soft copy of BOQ & Technical specifications	Download tender document from BYPL website
65			Reverse Auction	Understand that RA is applicable in this tender	Yes, Refer tender document
66		Approve Make List		Relays	In trial Siemens 7SR5 series relays has been found very satisfactory. Hence we request you to kindly accept this relay like accepted in IP Extension tender.
67	Approve Make List		Relays	Bidder is free to use any BYPL approve make relays in 11kV AIS.	Noted
68	SCOPE OF TURNKEY EXECUTION FOR HASANPUR DEPOT SUBSTATION	3.b (page 74 of 475)	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.	BYPL has already defined scope of supply and scope of work. Hence scope shall be in line with that only. Only deviation part shall be exempted if any.
69		3.2.2.1 (page 75 of 475)	For station transformer 11 kV, 3Cx 150 sqmm cable size is mentioned.	Can we consider same size/run for estimation and execution? OR else can change size based on cable sizing calculation.	Size shall be as per tender document
70		3.2.3(page 76 of 475)	Cable and Associated Items	We understand that 11 kV OG feeder cables and any cables which is going out side of SS are not included in our scope. Please provide battery limit for cables scope.	Noted for outgoing cables. For battery limit for cables scope, kindly go through tender document.
71		3.2.3.5(page 76 of 475)	Cabel trays	Cable tray estimation for our scope of supply cables only. Please confirm. There is no spec of cable trays, will consider GI/Ladder type. Please confirm.	Cable tray shall be provided for all cables inside the building. It includes incoming cables also.
72		3.2.5.2 (page 76 of 475)	Earthing/Soil Resistivity	Soil resistivity test to be done during execution however please share value which required to be considered for estimation purpose.	Resistivity can be taken as 50 ohm-m. Kindly design accordingly.
73		3.5.5 (page 81 of 475)	Construction power & Construction water-For construction power, bidder may take temporary connection from BYPL on chargeable basis	Request to include Construction power and construction water arrangements in BYPL's scope.	No deviation in this regard as the site belongs to Ministry of Transport , Delhi.
74		3.5.8 (page 81 of 475)	Loading, Unloading and Transportation of Material -It includes transportation of dismantled equipment to BYPL store in stacked manner.	The site being Greenfield no charges of dismantling of equipments is included in SEIL's scope.	Noted
75		4.1.7 (page 84 of 475)	Approved Make- Ethernet Switch	Kindly confirm if CISCO make Ethernet switch can offered.	Kindly put the same at the time of Technical Evaluation

76	TECHNICAL SPECIFICATION OF HT INDOOR SWITCHGEAR (33 & 11kV)	4.2 (page 88 of 475)	Enclosure degree of protection	Overall degree of protection shall be IP 4X.	Kindly put the same at the time of Technical Evaluation
77		4.3 (page 88 of 475)	Enclosure Material pf pre-galvanised CRCA	The panel enclosures are fabricated from AluZinc sheets. The doors and covers are fabricated from CRCA sheets	Kindly put the same at the time of Technical Evaluation
78		4.6 (page 88 of 475)	Separate Compartments for-Bus bar, Circuit Breaker, HV incoming cable, HV outgoing cable, PT, LV instruments & relays	Current transformers are located in the cable compartment. The Line VT is mounted on the breaker trolley of the associated feeder panel.	Kindly put the same at the time of Technical Evaluation
79		4.16 (page 89 of 475)	Required HV cable termination height in the cable compartment -650 mm for 11 KV.	The height of cable termination shall be 550mm.	Kindly put the same at the time of Technical Evaluation
80		4.19(page 90 of 475)	APFC	Capacitor panel,Wiring of Bus PT , Incomer CT and Capacitor CT upto spare terminal for APFC not included in scope.	As there is no Capacitor panel , hence wiring upto APFC panel is not applicable. For rest of the points, kindly adhere to specification.
81		5.5 (page 90 of 475)	Tulip contact shall be provided without any gap between contacts	Breakers shall have finger contacts in line with our type tested design.	Noted but contacts shall be without any gap.
82		17.0 (page 100 of 475)	Relays	Kindly confirm acceptability for Easergy P5 series relays.'	Kindly put the same at the time of Technical Evaluation
83		22.0 (page 114 of 475)	Nameplates	- Switchgear rating plates are performed as adhesive plastic foil - Labels for internal devices are performed as plastic stickers - Panel name plates are performed as adhesive plastic foil	Kindly put the same at the time of Technical Evaluation
84		Annexue -C 1.15.1 (page 127 of 475)	Material-Tinned Electrolytic copper	Main bus plating shall be as per our type tested design	Kindly put the same at the time of Technical Evaluation
85		Annexue -C 1.16 (page 128 of 475)	Auxiliary bus bar - Electrolytic grade tinned copper	Aux. bus is not applicable. Control supply shall be distributed over wire bus.	Noted
86		Annexue -C 6.4 (page 130 of 475)	Discharge class -3	Surge arrestors shall be Class 1 considering distribution application.	Noted
87	TECHNICAL SPECIFICATION FOR 415V AC DISTRIBUTION BOARD and In General and DCDB	4.1 (page 287 of 475)	Configuration of ACDB/DCDB	In specifications Type 1 & Type 2 are mentioned however As per BOQ ont 1 no of ACDB/DCDB is require, We understand type 2 ACDB/DCDB shall be applicable for this project. Please confirm.	Kindly go through the BOQ. There, its clearly written.
88		17.5 (Page 296 of 475)	Type test reports not older than 5 years from CPRI/ERDA.	Few of type tesy reports for offered product may be more than 5 year old. Moreover, no cost for conducting those type test are built up in the our quote. Bis is submitted accordingly.	Noted
89		3.4(page 378 of 475)	Ambient of 50 degree celcius	Offered product is designed at an ambient of 40 degree as per IEC. De-rating as per IEC shall be applicable for 50 degree ambient. Bid is submitted accordingly.	Noted
90	TURNKEY SUPPLY & EXECUTION OF SCADA RTU/ DCU & NETWORK AUTOMATION SYSTEM FOR 66/33/11kV NEW GRID STATION AT	(page 383 of 475)	SCADA	SCADA-Hardware, software, networking switches and cables required for interfacing S/S- SCADA to central SCADA system is excluded from scope. Configuration of RTU is not in our scope. We do not envisage any other work for SCADA. Bid is submitted accordingly.	SCADA centre configuration ,network from RTU shall be in BYPL scope. RTU configuration and testing shall be in vendor scope as per tender document.
91	GENERAL		Current transformers	CTs shall be epoxy cast wound / ring type. The same shall be suitable for withstanding the fault STC for 1sec. The VA burden for CTs shall be as per our offer BOM. Detailed calculation in support of the same shall be furnished during detail engineering in the event of an order. The CTs are designed and tested in line with IEC 61869-2. Minimum CT primary current shall be 50A.	Noted for CT's VA burden. Although, 50% margin shall be taken into ddesign consideration. Note that all other CT parameters apart from CT burden shall be as per specification.
92			Voltage Transformer	VTs shall be epoxy cast dry type. The VA burden for VTs shall be as per our offer BOM. Detailed calculation in support of the same shall be furnished during detail engineering in the event of an order. The VTs are designed and tested in line with IEC 61869-3. The Line VT is mounted on the breaker trolley of the associated feeder panel. Bus VT has not been considered.	Noted for PT's VA burden. Although, 50% margin shall be taken into ddesign consideration. Note that all other CT parameters apart from PT burden shall be as per specification. Why Bus VT Not considered? Kindly adhere to tender document.
93			Fire Retardant Coating on the Cables.	We have considered Fire Retardant Coating on the Control / LT / HT Cables at Termination Position only. 2 Mtrs. Length is Considered for each cables at Termination end.	Fire retardant coating shall be for complete cables inside the substation building.
94			Surge arrestor	Gapless metal oxide type surge arrestors shall be provided for motor / capacitor and dry type transformer feeders only. The same shall be suitable for 2.5pu. Additional RC circuitry for the same is not envisaged.	Noted
95			Lighting and Lightning work	Any kind of lighting OR lightning work is excluded from scope.	Kindly adhere to tender document for scope clarity
96			Civil works	Any kind of civil work shall be in scope of BYPL. Please confirm.	Kindly adhere to tender document for scope clarity
97			Turn Key Estimation	We understand 11 kV, ACDB, DC system and transformer etc. ratings given in spec are firm and we require to estimate only for cables, tray, steel, earthing and lightning etc. for battery limit with in SS only. Please confirm.	Bidder has to estimate LOT items as per tender document.

98	Section-II Instructions to Bidders	31.0 (page 19 of 475)	COMPLETION PERIOD 03 Months from the date of LOA/PO 02 months: Engineering - Drawing submission & approval, Electrical equipment Manufacturing, inspection & delivery at BYPL site. Detailed L2 schedule shall be finalised after award of contract. 01 month: Erection, Testing and Commissioning of electrical equipment and related accessories and handing over.	Delivery period mentioned in tender document is not feasible to meet. Delivery period shall be 14-16 weeks after drawing approval or manufacturing clearance, whichever is later. Request BYPL to accept the same.	Tender document shall remain same
99	GENERAL CONDITIONS OF CONTRACT (GCC-SUPPLY)	4.03 (page 31 of 475)	Quantity variation and additional requirement if any shall be communicated to successful bidder during project execution.	Noted. Any additions in scope during project execution shall have price and time implications on contract.	Shall be discussed mutually
100		5.03 (page 32 of 475)	All in-house testing and inspection shall be done without any extra cost. The in-house inspection shall be carried out in presence of BSES/BSES authorized third party inspection agency.	We do not envisage any stage inspections. Final inspection charges shall be included in total order value, however Customer will bear third party inspection charges. (Inspection fees, local travel, lodging and boarding expenses for third party to be borne by Customer) same is mentioned in clause no. 6.02 of the same section.	Stage inspection shall be as per IS if required.
101		12.0 (page 34 of 475)	-% prorata of supply value item wise shall be payable against R/A bills for supply of equipments and materials within 45 days against receipt & acceptance of material at site and submission of following documents duly certified by BYPL Project-in-charge, complete in all respects: -20% prorata on account of supply value of the actual executed value after installation/erection of material duly certified by BYPL Project-in-charge -Balance 10% on account of supply value of the actual executed value shall be paid in 30 days after completion of successful acceptance testing, commissioning and handing over of complete systems	Request BYPL to release 100% payment with 30 days of receipt of material at site and submission of all required documents.	Tender document shall remain same
102		22.0 (page 38 of 475)	Time – The Essence Of Contract- The Supplier has to be completed not later than the aforesaid Schedule and date of completion of supply.	Delivery period mentioned in tender document is not feasible to meet. Delivery period shall be 14-16 weeks after drawing approval or manufacturing clearance, whichever is later. Request BYPL to accept the same.	Tender document shall remain same
103		26.0 (page 39 of 475)	If supply of items / equipments is delayed beyond the supply 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	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 submitted accordingly.	Bidder to comply the tender document, however delay not attributable to bidder shall be considered.
104		29.0 (page 39 of 475)	Events for force majeure	Request BYPL to accept inclusion of Epidemic, Pandemic, change in laws to be added as FM events.	Tender document shall remain same
105		30.1 (page 41 of 475)	The Supplier shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.	Services of reliable sub-contractor shall be utilised as lot of site work including loading/unloading/erection, supervision of equipment's is in scope of work. Request BYPL to accept the same.	Tender document shall remain same
106		33.01 (page 41 of 475)	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.	Tender document shall remain same
107		34.0 (page 41 of 475)	Problem Troubleshooting & Restoration In Warranty Period For A Particular Equipment- Spare Material Delivery For Restoration Of Grid Equipment (Major Defect) Under Guarantee Period Within Two Weeks. Seller must keep Requisite Inventory of Critical Switchgear Spares & Other Equipment's Covered in Guarantee Period to Restore Equipment within Two Weeks.	Delivery period of spare can only be intimated after accessing the fault. Standard lead time of spares is 8-10 weeks.	Tender document shall remain same
108		36.01 (page 42 of 475)	Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. The total liability of the Contractor to the Purchaser under the Contract shall not exceed the Contract Value. Except that this Clause shall not limit the liability of the Contractor: (a) Under any other provisions of the Contract which expressly impose a greater liability, (b) In cases of fraud, willful misconduct or illegal or unlawful acts, or (c) In cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.	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	Tender document shall remain same

109		39.01 (page 44 of 475)	Commissioning spares shall be deemed to be included in quoted prices.	Relevant Commissioning spares shall be offered. List of spares shall be submitted.	Noted, however any spares missed in the list submitted and required for successful commissioning shall be deemed included in quoted price.
110	GENERAL CONDITIONS OF CONTRACT (GCC-ETC)	4.1 (page 46 of 475)	The scope of work under this contract shall include the turnkey execution on End to End Basis ,including Designing, manufacturing, inspection & testing, dispatches, loading , unloading ,storage at site, erection & installation, testing of the installation, commissioning ,handing over to the purchaser.	Any civil and illumination work shall be excluded from our scope. Requests BYPL to consider insurance of panels getting transported from stores to site in their scope. Bid is submitted accordingly. Storage at site is excluded from scope.	Tender document shall remain same
111		9.1 (page 48 of 475)	Work shall be completed within 30 days from the date of issue or order / intimation.	Delivery period mentioned in tender document is not feasible to meet. Delivery period shall be 14-16 weeks after drawing approval or manufacturing clearance, whichever is later. Request BYPL to accept the same.	Please refer clause 31, page no 19 of 475.
112		21.0 (page 52 of 475)	CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of COMPANY. In the event the contractor assigns this work order, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by COMPANY at the time of such assignment, undertake in writing to be so bound by this Work Order. Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.	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.	Tender document shall remain same
113		22.0 (page 52 of 475)	Contractor shall indemnify and save harmless COMPANY against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from: a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order. b) Any act or omission of contractor or its employees or agents. Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COMPANY	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.	Tender document shall remain same
114		26.0(page 53 of 475)	Events for force majeure	Request BYPL to accept inclusion of Epidemic, Pandemic, change in laws to be added as FM events.	Tender document shall remain same
115		28.1 (page 55 of 475)	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.	Request BYPL to accept following termination clause: 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.	Tender document shall remain same
116	SCOPE OF TURNKEY EXECUTION FOR HASANPUR DEPOT SUBSTATION	3.b (page 74 of 475)	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/clarifications which would be submitted as offer documents. Any additional equipments/services required in future shall be offered on chargeable basis.	Tender document shall remain same
117		3.2.2.1 (75 of 475)	For station transformer 11 kV, 3Cx 150 sqmm cable size is mentioned.	Can we consider same size/run for estimation and execution? OR else can change size based on cable sizing calculation.	Kindly adhere to cable size as per tender document.
118		3.2.3(76 of 475)	Cable and Associated Items	We understand that 11 kV OG feeder cables and any cables which is going out side of SS are not included in our scope. Please provide battery limit for cables scope.	Noted

119	Additional clause in GCC supply and GCC ITC	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>	Tender document shall remain same
120		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 conditions. In the event that the parties are unable to agree such adjustments within [30 days] of a request for a meeting from the Vendor, the Vendor shall be entitled to terminate the affected contract or order, without liability. In such case, the Vendor shall be paid for all Supplies then already delivered or performed.</p>	Tender document shall remain same
121	1	2.0	Commercial Criteria	For this tender having estimated value Rs. 2.88 Crore, Annual Turnover Criteria Rs. 500 Crore is too much high. Please consider minimum criteria as we are a MSME and Startup registered Firm.	QR shall be as per tender document