


<b>PROJECT</b>		SITC of 11kV switchboard along with allied equipments, accessories and works on turnkey basis at Shastri Park grid in BYPL, Delhi.			
<b>NIT Ref</b>		CMC/BY/21-22/RS/MD/27			
<b>Doc. Title</b>		Pre Bid Queries			
Sl. No.	Section No.	clause no.	Clause description	Comment	BYPL Response
1	GCC - Supply and additional clause for GCC - ITC	36 - Limitation of liability	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.	<b>Request BYPL to accept following LOL clause:</b> 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
2	Appendix - 2	Delivery schedule - Commercial T&Cs - Supply	Delivery to be completed within 3 months from date of PO/LOI.	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
3	GCC - Supply	12.0 Terms of payment	90% of basic value with 100% taxes and duties shall be paid in 45 days from date of receipt and acceptance of GOODS at sites/site and submission of required documents. 10% shall be released within 30 days of successful ITC and handing over site to BYPL	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
4	GCC - Supply	34 - Problem troubleshooting and restoration in warranty period for a particular equipment	Spare material availability under warranty within 2 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
5	GCC - ITC and additional clause in GCC - supply	18 - 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.	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
6	Additional clause in GCC supply and GCC ITC	Export Compliance		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.  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	Tender document shall remain same

7	GCC - Supply and GCC ETC	33.0 - Indemnification (GCC supply) 22.0 Indemnity (ETC)	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	<b>Request BYPL to accept following clause</b> '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
8	GCC - ETC	21. Subcontracting/Subletting	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
9	GCC -Supply and GCC- ETC	29.0 Force Majeure (supply) and 26.0 Force Majeure (ETC)	Events for force majeure	Reequest BYPL to accept inclusion of Epidemic, Pandemic, change in laws to be added as FM events	Tender document shall remain same
10	Additional Clause	Extension of time		BYPL will provide the time extension and cost pertaining to such delay (if delay is attributed to BYPL). LD shall be applicable accordingly.	Tender document shall remain same
11	Price bid format	2 Adopter for incomer panel		Request BYPL to clarify requirement of adopter for incomer panel.	Incomer Adaptor panel is required for terminating incoming cables.
12	Scope of supply	SCADA works		Please elaborate scope of SCADA works. Share detailed specifications, IO list etc..	Kindly refer tender document.
13	Scope of supply	Cable and associated items		Is supply of power cable and control cable is in bidders scope?? If yes, please share cable specifications.	Note that control cable related to 11 Kv Switchgear installation shall be in bidder's scope. It also includes control cables related to Station Transformer, Capacitor bank.
14	Scope of supply	LOT items (Optical fibre cable, SCADA works, control cable, earthing, insulated floor coating )		Please elaborate exact scope of work.If complete new earthing is required, please share soil resistivity report and over all substation layout.	Complete new earthing is not required. Only connction of GI strip to existing mesh shall be in bidder's scope.
15	Additional point	Cable tray		Is there any additional requirement of cable tray in this project?	Kindly refer tender document.
16	Additional point	Power cable details		Please share crossection and number of runs of power cable for each feeder.	Kindly refer SLDs of 11 kV of tender document.
17	Addiitonal point	Laying of power cables and control cables		Please specify length of power cables to be laid.Also specify if old power and control cable shall be used. Moreover, please specify entry (bottom/top) for control cable.	1. Length of Power cables shall be calculated by bidder only. 2. All control cables shall be new. No old control cable shall be used. 3. Cable entry shall be from bottom only
18	Additional point	Lighting and Lightning work		Request BYPL to consider any kind of lighting OR lightning work in its scope.	Room Lighting work shall not be in bidder's scope.
18	Scope demarcation	Transporting dismantled panels to BYPL stores		Please specify distance of storage location from substation .	Storage location shall be in within Delhi Premises.
19	Scope demarcation	Civil works		Any kind of civil work shall be in scope of BYPL. Please confirm.	Kindly refer tender document.

21	Commercial T&Cs - ITC	Schedule of completion	Work to be completed within 30 days from date of intimation/issue of order.	Work shall be completed within 90 days after handing over of site by BYPL to bidder. Site clearance, shutdown etc shall be in scope of BYPL. Please confirm	Tender document shall remain same
22	Scope demarcation	3.6.16 Maintenance of equipment till handing over of site		Please clarify the requirement.	Maintenance of Equipment till handing over shall be in bidder's scope.
23	Additional point	Civil layout		Request BYPL to share civil layout of cubstation with beam details.	Kindly fetch layout details from site only.